

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

REGULAR MEETING OF THE BOARD OF TRUSTEES
NOTICE TO THE PUBLIC

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

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

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

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

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

FULLERTON SCHOOL DISTRICT
Minutes of the Regular Meeting of the Board of Trustees
Tuesday, July 30, 2019
3:00 p.m. Open Session, 5:15 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

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

President Janny Meyer called a Regular meeting of the Fullerton School District Board of Trustees to order at 3:12 p.m. and Marc Ecker from Leadership Associates led the pledge of allegiance to the flag. The Board discussed their Board of Trustees Annual Goals and Protocols.

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

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

Guest Present: Marc Ecker (Leadership Associates)

President Meyer adjourned Open Session (relating to Board of Trustee Annual and Goals and Protocols) at 5:02 p.m.

Recess to Closed Session – Agenda

President Janny Meyer called a Regular meeting of the Fullerton School District Board of Trustees to order at 5:16 p.m. and Mark Jacobs led the pledge of allegiance to the flag. The Board recessed to Closed Session for: Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]; •Potential Litigation [Government Code section 54956.9(b)(1)]; •Confidential Student Services [Education Code sections 35146, 48918].

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

President Meyer called a Regular meeting of the Fullerton School District Board of Trustees to order at 6:09 p.m. and Sue Albano (Director for Educational Services) led the pledge of allegiance. President Meyer reported that in closed session, the Board voted 5-0 to Approve General Release and Settlement Agreement between the Fullerton School District and the parents of Student (OAH Case No. 2019060533). The District shall contract with Western Youth Services, to provide ten (10) hours of compensatory education in the form of counseling and social skills services. District agrees to pay, as a compromise and settlement only, the sum of Five Thousand Eight Hundred Dollars (\$5,800.00) for all attorneys' fees owed or paid by Parent in connection with the Action.

Superintendent's Report

Dr. Bob Pletka thanked the various classified staff that worked throughout the Summer preparing for the new school year. He stated the Management Symposium was very successful and helped continue the importance of the FSD team being a family and created a sense of strength and purpose.

Information from the Board of Trustees

Trustee Vazquez- She stated she was sad to have missed the Management Symposium and she is looking forward to continuing the conversation with her colleagues on the Board of Trustee Annual Goals.

Trustee Sugarman- She commended Dr. Pletka for his vision to lead FSD and planning the Management Symposium. She thanked Dr. Pletka for recognizing the various District departments and their accomplishments.

Trustee Berryman – She attended the Management Symposium and Trustee Berryman shared it is great to see different groups of leaders working together for the goal of making all children successful. She gave kudos to staff for the summer programs including the STAGE Arts program.

Trustee Thakur– He welcomed everyone to a new school year and reported the Management Symposium was a great time for reflection.

President Meyer- She briefly shared about her favorite sessions during the Management Symposium. She read the following statement: "Each year the Board is required to evaluate the Superintendent based on the District Board Annual Goals. Two weeks ago, the Board met and worked with Dr. Pletka to accomplish the yearly evaluation. She was happy to report the Board, as a body, found Dr. Pletka exceeding in all four Board Annual Goals." She thanked the Board for an engaging and productive meeting and congratulated Dr. Pletka for

another great year. In addition, President Meyer welcomed Julienne Lee in her new role as Assistant Superintendent of Educational Services.

Information from PTA, FETA, CSEA, FESMA

PTA Council – no report.

FETA –No report.

CSEA – No report.

FESMA –No report.

Public Comments:

No comments.

Approve Minutes

It was moved by Hilda Sugarman seconded by Jeanette Vazquez and carried 4-1 (Trustee Berryman abstained for being absent at the June 18th Board Meeting) to approve minutes of the Regular meeting on June 18, 2019.

It was moved by Jeanette Vazquez, seconded by Aaruni Thakur and carried 5-0 to approve minutes of the Special meeting on July 17, 2019.

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

Consent Items

Moved by Hilda Sugarman, seconded by Beverly Berryman, and carried 5-0 to approve the consent items and moving consent item #1ss from consent to an information item. The Board commented on consent items #1b, #1i, #1ff, #1hh, #1rr.

1a. Approve/Ratify Certificated Personnel Report.

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

1c. Approve/Ratify purchase orders numbered M22C0090 through M22C0091, M22D0386, M22E0475 through M22E0516, M22L0003, M22M0303 through M22M0320, M22R1755 through M22R1793, M22T0050 through M22T0060, M22V0287 through M22V0293, M22X0432 through M22X0437 and M22Z0066 through M22Z0067 for the 2018/2019 fiscal year; N22B0003, N22C0001 through N22C0005, N22D0001 through N22D0005, N22E0001 through N22E0002, N22M0001 through N22M0052 through N22R0001 through N22R0165, N22S0001, N22T0001 through N22T0005, N22V0001 through N22V0021, N22X0001 through N22X0175, N22Y0001 through N22Y0048, and N22Z0001 through N22Z0068 for the 2019/2020 school year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 210749 through 210792 for the 2018/2019 school year and purchase orders numbered 220000 through 220060 for the 2019/2020 school year.

1e. Approve/Ratify warrants numbered 122612 through 123306 for the 2018/2019 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 13642 through 13772 for the 2019/2020 school year

1g. Approve/Ratify Classified Personnel Reports.

1h. Approve Classified tuition reimbursements.

1i. Approve contract with All City Management Services for the cost of a crossing guard for the intersection of Hetebrink Street and Hutain Street, effective July 1, 2019 through June 30, 2020.

1j. Approve/Ratify three-year service agreement for Workers' Compensation claims administration services with York Risk Services Group, Inc., effective July 1, 2019 through June 30, 2022.

1k. Approve/Ratify agreement with Knowledge Saves Lives (KSL) for two additional emergency preparation trainings conducted on April 13, and April 27, 2019.

1l. Approve agreement with Knowledge Saves Lives (KSL) to provide emergency preparation training for all staff during the 2019/2020 school year

1m. Approve/Ratify the General Service Agreement between Fullerton School District and Rachel Shaw and Associates (RSA), effective July 1, 2019 – June 30, 2020.

1n. Approve rejection of claims against the Fullerton School District numbered: 1905973, 1905974, and 1905975.

1o. Approve/Ratify Retainer Agreement of legal services with the Law Offices of Best, Best & Krieger effective during the 2019/2020 fiscal year.

1p. Approve/Ratify General Contract Service Agreement between Fullerton School District and Alvarez & Associates – CPTED, Inc., effective July 1, 2019 through July 1, 2021.

1q. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 4 (April 1, 2019- June 30, 2019).

1r. Approve/Ratify Tomorrow's Teachers Teacher Placement Agreement with Long Beach City College effective July 1, 2019.

1s. Adopt resolutions numbered 18/19-B038 through 18/19-B041 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1t. Approve/Ratify warrants number 1205 for the 2018/2019 school year (District 48, Amerige Heights).

1u. Approve/Ratify purchase order numbered N40X0001 for the 2019/2020 fiscal year for District 40 (Van Daele).

1v. Approve/Ratify purchase orders numbered N48R0001 and N48X0001 for the 2019/2020 fiscal year for District 48 (Amerige Heights).

1w. Approve/Ratify piggyback contract between Fullerton School District and Beach Cities Cooperative Bid No. 18-01 for the Paper Products and Cleaning Supplies Delivery Service for the 2019/2020 school year.

1x. Approve proposal between Fullerton School District and Gold Star Food, Inc., from Savanna School District for the following Notice of Request For Price Quotes for the distribution of fresh produce for the 2019/2020 school year.

1y. Approve agreement for Pinnacle Petroleum to provide gasoline and diesel fuels for District vehicles for a period of three (3) years, as a result of Orange County School District's Cooperative Fuel Bid, Placentia-Yorba Linda Unified School District Bid No. 220-02, effective August 1, 2019 through July 31, 2022.

1z. Approve Additive Change Order #3, 2018 Fence Replacement-Variou Sites, FSD-17-18-MF-01, to A-1 Enterprises, Inc., A-1 Fence Company.

1aa. Approve Additive Change Order #1, Robert C. Fisler School Improvements, FSD-18-19-DF-02, for the installation of a new modular classroom building to New Dimension General Construction.

1bb. Approve Notice of Completion for New Dimension General Construction to remove the existing damaged, worn asphalt blacktop and replace with new asphalt concrete at Pacific Drive Elementary School.

1cc. Approve Notice of Completion for New Dimension General Construction to dig out and move exiting 5' tall chain link fencing adding two gates to ensure student and staff safety at Orangethorpe Elementary School.

1dd. Approve Notice of Completion for New Dimension General Construction to sawcut and remove the existing damaged, worn asphalt blacktop and the replacement with new asphalt concrete at Rolling Hills Elementary School.

1ee. Approve Notice of Completion for New Dimension General Construction to remove the existing damaged, worn curbs, ramps and to form and pour new concrete ramps and curbs at Sunset Lane Elementary School.

1ff. Approve/Ratify Agreement between Fullerton School District and Addiction Treatment Technologies, LLC, effective July 1, 2019 through June 30, 2020.

1gg. Approve/Ratify Addendum to 2019/2020 Agreement between Fullerton School District and Advancement Via Individual Determination (AVID) to reflect the removal of Woodcrest School from the AVID Program and retain the AVID Program at Nicolas Junior High School effective July 1, 2019 through June 30, 2020.

1hh. Approve Memorandum of Understanding (MOU) between Fullerton School District and Big Brothers Big Sisters for Raymond and Orangethorpe Schools effective September 3, 2019 through May 29, 2020.

1ii. Approve/Ratify 2019/2020 Memorandum of Understanding between the Fullerton School District and Centralia School District for special education programs and services effective July 1, 2019 through June 30, 2020.

1jj. Approve/Ratify Memorandum of Understanding between Fullerton School District and the Cotsen Foundation adding various schools for the 2018/2019 school year.

1kk. Approve/Ratify Memorandum of Understanding between Fullerton School District and the Cotsen Foundation adding various schools for the 2019/2020 and 2020/2021 school years.

1ll. Approve one-day reading conference provided by Educator Collaborative at Fisler School for professional development on August 1, 2019.

1mm. Approve Agreement between Fullerton School District and The Graide Network effective August 1, 2019 through June 15, 2020.

1nn. Approve Independent Contractor Agreement with Abramson Audiology, Allied Interpreting Service, Inc., Customized Vision Care, Dayle McIntosh Center, Goodwill Industries of Orange County (ATEC), Hollar Speech and Language, Kauser Sharieff, MD, Mark Lerner, MD, Marshall B. Ketchum University, Perry Passaro, MD, Premier Healthcare Services, LLC, and Secure Transportation effective July 31, 2019 through June 30, 2020.

1oo. Approve Agreement between Fullerton School District and Kid Healthy/OneOC for Raymond School effective August 1, 2019 through June 30, 2020.

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

1qq. Approve/Ratify Agreement between Fullerton School District and Premier Healthcare Services, LLC, for Licensed Vocational Nurse support by a private duty Licensed Vocational Nurse effective June 10, 2019 through June 30, 2021.

1rr. Approve/Ratify Agreement between Fullerton School District and WestEd to provide an evaluation of educational programs related to student achievement and engagement effective July 1, 2019 through June 30, 2020.

1ss. Approve Final Local Control and Accountability Plan (LCAP) Budget Update for 2019/2020 and Annual Update for 2018/2019. *(this item was pulled from consent and moved to an information item)*

1tt. Approve Nonpublic School Master Contracts with Beacon Day School, Blind Children's Learning Center, Olive Crest Academy – Garden Grove, Olive Crest Academy - Orange, and Speech and Language Development Center effective July 31, 2019 through June 30, 2020.

1uu. Approve the use of CMAS contract number 3-17-84-0052B with Blue Violet Networks, LLC, for the purchase of security equipment.

1vv. Approve one-year agreement between Fullerton School District and Resilient Communications for consulting services.

1ww. Approve the use of the California Multiple Award Schedules (CMAS) (Golden Star Technology, Inc.) Contract number 3-13-70-1975F, for the purchase of network switches and wireless access points.

1xx. Approve a contract to Resilient Communication, Inc., pursuant to the State of California Multiple Award Schedules (CMAS) contract number 3-18-70-2492J, for the purchase of IP phones and supporting equipment.

1yy. Approve a contract to State of California Department of General Services No. AR233: Data Communications Products and Services.

1zz. Approve Independent Contractor Agreement between Fullerton School District and TechSmart for the 2019/2020 school year.

1aaa. Approve rescheduling Regular Board Meeting from December 17, 2019 to December 10, 2019.

1bbb. Award the use of the CMAS 4-19-78-0089B for Valencia Park Elementary playfield improvements to KYA Services, LLC.

1ccc. Award the use of the CMAS 4-19-78-0089B contract for Acacia Elementary playfield improvements to KYA Services, LLC.

1ddd. Approve/Ratify Agreement for Consultant Services between Fullerton School District and Leadership Associates for Board Annual Goals/Protocols Meeting.

Discussion/Action Items:

2a. Adopt Resolution #19/20-03 authorizing and providing for the levying of special taxes within Community Facilities District 2000-1 (District 40, Van Daele).

It was moved by Jeanette Vazquez, seconded by Beverly Berryman and carried 5-0 to adopt Resolution #19/20-03 authorizing and providing for the levying of special taxes within Community Facilities District 2000-1 (District 40, Van Daele).

2b. Adopt Resolution #19/20-04 authorizing and providing for the levying of special taxes within Community Facilities District 2001-1 (District 48, Amerige Heights).

It was moved by Hilda Sugarman, seconded by Jeanette Vazquez and carried 4-1 (Trustee Thakur abstained for living in District 48) to adopt Resolution #19/20-04 authorizing and providing for the levying of special taxes within Community Facilities District 2001-1 (District 48, Amerige Heights).

2c. Adopt Resolution #19/20-05 authorizing designated District personnel to sign various documents by signature to be kept on file by the Orange County Superintendent of Schools for the Fullerton School District (Districts 22, 40, 48).

It was moved by Hilda Sugarman, seconded by Jeanette Vazquez and carried 5-0 to adopt Resolution #19/20-05 authorizing designated District personnel to sign various documents by signature to be kept on file by the Orange County Superintendent of Schools for the Fullerton School District (Districts 22, 40, 48).

2d. Adopt Resolution #19/20-06 authorizing district staff to conduct interviews and take other actions as deemed appropriate in furtherance of exploring the feasibility of a 2020 general obligation bond ballot measure.

It was moved by Jeanette Vazquez, seconded by Aaruni Thakur and carried 5-0 to adopt Resolution #19/20-06 authorizing district staff to conduct interviews and take other actions as deemed appropriate in furtherance of exploring the feasibility of a 2020 general obligation bond ballot measure.

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

Reminder dates: New Teacher Orientation (7/7/19), FSD Welcome Back (8/8/19), First Day of School (8/12/19), Special Board Meeting on Board Annual Goals (8/20/19), and Fullerton Education Foundation Toast to Learning event (10/12/19).

Adjournment:

President Meyer adjourned the Regular meeting on July 30, 2019, at 6:43 p.m.

Clerk/Secretary, Board of Trustees

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

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

- Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]
- Potential Litigation [Government Code section 54956.9(b)(1)]
- Confidential Student Services [Education Code sections 35146, 48918]

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

Introductions/Recognitions:

Giselle Suastegui, Entrepreneur of the Year
Wilson W. Phelps Foundation

Superintendent’s Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

Public Comments

Public Comments/Persons Addressing the Board – Policy

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

Approve Minutes

Regular Meeting July 30, 2019

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

Consent Items

Actions for consent items are consistent with approved practices of the District and are deemed routine in nature. Since Trustees receive Board agenda backup information in advance of scheduled meetings, they are prepared to vote with knowledge on the consent items. Board Members routinely contact District staff for clarification of Board items prior to the meeting.

Consent items are voted on at one time, although any such item can be considered separately at a Board member's request, in which event it will be acted upon subsequent to action on the consent items.

1a. Approve/Ratify Certificated Personnel Report.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Presentation

Results of Public Opinion Survey

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

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

The next Special scheduled meeting of the Board of Trustees of the Fullerton School District will be

held on Tuesday, August 20, 2019, (Board Annual Goals).

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

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

CONSENT ITEM

DATE: August 13, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects extra hour(s), stipend(s), reassignment(s), resignation(s), new hire(s), and promotion.

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

CH:ai
Attachment

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON AUGUST 13, 2019

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
	Champlin	Brandy	Parks, OT, GH	Teacher	Admin Transfer	Brandy will be 1.0 FTE at Parks Junior High 08/08/19; the Board approved admin trxf from 7/30/19 is rescinded.	8/8/19
111	Cooper	Sara	Richman	Teacher	Extra Hours	Approve contracted hourly rate NTE twenty (20) hours for certificated employee to participate in Center Stage. Budget #0131652101-1100	6/10/19-6/14/19
128	Higgs	Jody	Golden Hill	Teacher	Extra Hours	Approve contracted hourly rate NTE six (6) hours for certificated employee to participate in interview panel. Budget #0130415101-1101	6/3/19-8/7/19
120	Maehr	Jennifer	Richman	Teacher	Extra Hours	Approve contracted hourly rate NTE four (4) hours for certificated employee to set up classroom library. Budget #0130225101-1101	7/24/19
108	Ramos	Brenda	Richman	Preschool Teacher	Extra Hours	Approve contracted hourly rate NTE eight (8) hours for certificated employee to participate in Opal Summer Symposium in Portland. Budget #1234052101-1101	6/22/19
128	Rivera	Melissa	Golden Hill	Teacher	Extra Hours	Approve contracted hourly rate NTE six (6) hours for certificated employee to participate in interview panel. Budget #0130415101-1101	6/3/19-8/7/19
120	Turner	Eden	Richman	Teacher	Extra Hours	Approve contracted hourly rate NTE four (4) hours for certificated employee to set up classroom library. Budget #0130225101-1101	7/24/19
	Collier	Holly	Certificated Personnel	Substitute Teacher	New Hire		7/24/19
	Gomes	Stephanie	Certificated Personnel	Substitute Teacher	New Hire		8/1/19
	Greer	Margaret	Parks JHS	Teacher	New Hire	.68 FTE	8/1/19
	Nguyen	Vivian	Fern Drive	Teacher	New Hire	Class II, Step 1	8/1/19
	Pollard	Kelly	Certificated Personnel	Substitute Teacher	New Hire		7/24/19
	Song	Hanna	Certificated Personnel	Substitute Teacher	New Hire		7/17/19
	Thill	Nicole	Richman	Teacher	New Hire	Class II, Step 4	8/7/19
131	Tao	Mitchell	Commonwealth	Teacher	Reassignment	Mitchell Tao will be moving to Commonwealth at their PE teacher. Budget #0110012101-1100	8/8/19
	Barrios	Elizabeth	Parks	Teacher	Resignation		7/18/19
	Carreon	Courtney	Acacia	Speech	Resignation		8/9/19

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON AUGUST 13, 2019

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
	Rios	Hugo	Richman	Assistant Principal	Resignation		7/26/19
	Victoria	Denise	Richman	Teacher	Resignation		7/26/19
	Mandal	Arpita	Special Services	School Psychologist	Resignation		8/16/19
134	Baker	Cara Beth	Beechwood	Teacher	Stipend	Approve stipend of \$120 for certificated employee to move classrooms. Budget #0130411109-1100	7/31/19
134	Demontever de	Allison	Beechwood	Teacher	Stipend	Approve stipend of \$120 for certificated employee to move classrooms. Budget #0130411109-1100	7/31/19
130	Khan	Arshiya	Commonwealth	Teacher	Stipend	Approve stipend of \$120 for certificated employee to help with interviews. Budget #0130212101-1101	6/18/19
130	Rodriguez	Heather	Commonwealth	Teacher	Stipend	Approve stipend of \$120 for certificated employee to help with interviews. Budget #0130212101-1101	6/18/19
838	Gaer	Ruth	Parks	Assistant Principal	Promotion	Approve promotion to Assistant Principal for Richman School. Certificated Management Salary Schedule Class V, Step F	TBD
<p>This is to certify that this is an exact copy of the Certificated Personnel Report approved and recorded in the minutes of the Board of Trustees on August 13, 2019.</p>							
<p>_____</p> <p>Clerk/Secretary</p>							

CONSENT ITEM

DATE: August 13, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
SUBJECT: ACCEPT GIFTS AND AUTHORIZE DISTRICT STAFF TO EXPRESS THE BOARD OF TRUSTEES' APPRECIATION TO ALL DONORS

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

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

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

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

RC:yd
Attachment

FULLERTON SCHOOL DISTRICT***Gifts: August 13, 2019***

SITE	DONOR	RELATIONSHIP	DESCRIPTION	PURPOSE	AMOUNT
Visual and Performing Arts	All The Arts for All the Kids Foundation	Community Partner(s)	Monetary Donation	All the Arts for All The Kids	\$24,035.00

CONSENT ITEM

DATE: August 13, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Melissa Greenwood, Director, Business Services
SUBJECT: APPROVE/RATIFY PURCHASE ORDERS NUMBERED N22C0006 THROUGH N22C0008, N22D0052 THROUGH N22D0064, N22E0003, N22M0053 THROUGH N22M0073, N22R0166 THROUGH N22R0219, N22T0006 THROUGH N22T0011, N22V0022 THROUGH N22V0031, N22X0176 THROUGH N22X0205, N22Y0049 THROUGH N22Y0058, AND N22Z0069 FOR THE 2019/2020 SCHOOL YEAR

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

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

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

Funding: Funding sources are reflected in the attached listing.

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

RC:MG:yd
 Attachment

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 08/13/2019

FROM 07/11/2019 TO 07/24/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22C0006	CALIFORNIANS DEDICATED TO EDUC	1,360.00	680.00	0132952101 5210	AftSchlEdSfty Cohort 6 Instr / Conferences and Meetings
			680.00	1208555101 5210	Fee Based Childcare Admin / Conferences and Meetings
N22C0007	CC-PURCHASING	825.00	825.00	0121220101 5210	Title I Nicolas Instruction / Conferences and Meetings
N22C0008	FOUNDATION FOR EDUCATIONAL	165.00	165.00	0140155239 5210	Curriculum Development Discret / Conferences and
N22D0052	CULVER NEWLIN INC	421.84	421.84	0142054201 4350	Special Ed Administration / Materials and Supplies Office
N22D0053	SCHOLASTIC MAGAZINES	6,829.56	6,829.56	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
N22D0054	FLINN SCIENTIFIC	596.76	596.76	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
N22D0055	PERMA BOUND	1,227.07	1,227.07	0181217101 4310	Instr Mat Lottery Ladera Instr / Materials and Supplies Inst
N22D0056	SCHOLASTIC MAGAZINES	2,422.83	2,422.83	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
N22D0057	FREE WILL PRINTING COMPANY	453.41	453.41	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies
N22D0058	STUDY.COM LLC	8,143.00	8,143.00	0181250101 4310	Lottery Textbook Instr Exp / Materials and Supplies Instr
N22D0059	EDUCATION PRODUCTS AND SERVICE	936.96	936.96	0130415279 4350	LCFF Base Admin Golden Hill / Materials and Supplies
N22D0060	VOCABULARY.COM	3,840.00	3,840.00	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
N22D0061	STUDIES WEEKLY INC	1,036.50	1,036.50	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
N22D0062	SPELLINGCITY.COM INC	1,683.00	1,683.00	0130227101 4310	LCFF Suppl Instr Sunset Lane / Materials and Supplies
N22D0063	EDGEWOOD PRESS INC	504.27	504.27	0110313109 4310	Reimburse Fern Disc / Materials and Supplies Instr
N22D0064	NATUS MEDICAL INCORPORATED	320.00	320.00	0151354341 5800	Health Services / Other Contracted Services
N22E0003	LEE, JANICE J	22.72	22.72	0122752101 4310	Title IV Part A SSAE Instr / Materials and Supplies Instr
N22M0053	KYA SERVICES LLC	8,807.63	8,807.63	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
N22M0054	ORANGE COUNTY FIRE PROTECTION	995.00	995.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0055	ICS SERVICE	1,823.14	1,823.14	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0056	SUPERIOR SIGNS AND GRAPHICS	7,470.55	3,735.28	0130423279 4350	LCFF Base Admin Parks Jr High / Materials and Supplies
			3,735.27	0153353859 4350	Maintenance Facilities DC / Materials and Supplies Office
N22M0057	NEW DIMENSIONS GENERAL CONSTRU	1,052,152.59	1,052,152.59	2567150851 6200	Facilities / Buildings and Improve of Build

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N22M0058	ORANGE COUNTY FIRE PROTECTION	384.00	384.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0059	FLAT AND VERTICAL INC	3,951.00	3,951.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0060	QUICKEL PAVING INC.	18,449.00	18,449.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0061	WINDOW FILM DEPOT INC	1,500.00	1,500.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0062	HAWAIIAN AIR CORP	400.00	400.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0063	MOBILE MODULAR PORTABLE	234.57	234.57	2568150859 6100	Amerige Hts New Dev Facilities / Sites and Site
N22M0064	MT QUALITY CONSTRUCTION	14,950.00	14,950.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
N22M0065	LA HABRA FENCE COMPANY INC	4,221.00	4,221.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
N22M0066	LA HABRA FENCE COMPANY INC	6,279.00	6,279.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
N22M0067	ROTO ROOTER	15,351.25	15,351.25	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0068	NEXT LEVEL ELEVATOR	9,552.00	9,552.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0069	A 1 FENCE COMPANY	123,652.66	11,193.08	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
			82,094.85	4064650851 6100	Redevelop Pass Through Admin / Sites and Site
			30,364.73	4067150851 6100	Facilities / Sites and Site Improvements
N22M0070	TOTAL CONCEPT SALES INC.	18,800.00	18,800.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0071	KYA SERVICES LLC	405.14	405.14	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
N22M0072	STAGERIGHT CORPORATION	3,707.93	3,707.93	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
N22M0073	EVERBLOCK SYSTEMS LLC	4,389.02	4,389.02	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
N22R0166	CDW.G	3,125.00	3,125.00	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
N22R0167	APPLE COMPUTER INC	160.55	160.55	0130223101 4310	LCFF Supplemental Instr Parks / Materials and Supplies
N22R0168	PRO ED	279.07	279.07	0125554101 4315	LEA Medi Cal Reimb Instr / Materials Test Kits Protocols
N22R0169	SUPER DUPER PUBLICATIONS	3,776.68	3,776.68	0125554101 4315	LEA Medi Cal Reimb Instr / Materials Test Kits Protocols
N22R0170	SOUTHWEST SCHOOL AND OFFICE SU	164.84	164.84	0153150759 4350	Warehouse DC / Materials and Supplies Office
N22R0171	EAGLE COMMUNICATIONS	364.50	364.50	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
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N22R0172	BRIAN KENYON ART STUDIO INC	1,495.00	200.00	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
			1,295.00	0130423109 6410	LCFF Base Instruction Parks / New Equip Less Than
N22R0173	EAGLE COMMUNICATIONS	491.61	491.61	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
N22R0174	AMAZON.COM	703.21	703.21	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
N22R0175	SIMPLE SOLUTIONS	7,285.79	7,285.79	0130222101 4310	LCFF Suppl Instr Pacific Drive / Materials and Supplies
N22R0176	DELPHI CREATIVITY GROUP	512.86	512.86	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
N22R0177	WILEY PUBLISHING	500.88	500.88	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
N22R0178	IRVINE RANCH OUTDOOR EDUCATION	1,000.00	1,000.00	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
N22R0179	INFORMED K12	3,600.00	3,600.00	0153050799 5899	Business Administration DC / Other Expenses
N22R0180	AMAZON.COM	92.42	92.42	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
N22R0181	WESTERN PSYCHOLOGICAL SERVICES	529.88	529.88	0125554101 4315	LEA Medi Cal Reimb Instr / Materials Test Kits Protocols
N22R0182	RILEY'S FARM	1,887.18	1,887.18	0109411102 4310	Foundation Instr Beechwood / Materials and Supplies Instr
N22R0183	SCHOLASTIC READING CLUB	110.21	110.21	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
N22R0184	AMAZON.COM	141.62	141.62	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
N22R0185	AMAZON.COM	148.35	148.35	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
N22R0186	AMAZON.COM	213.40	213.40	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
N22R0187	VANDERBILT UNIVERSITY	189.64	189.64	0130226101 4310	LCFF Suppl Instr Rolling Hills / Materials and Supplies Instr
N22R0188	DICK BLICK ART MATERIALS	130.24	130.24	0130417189 4310	LCFF Base ArtsCrafts Design LV / Materials and Supplies
N22R0189	NASCO	784.71	784.71	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
N22R0190	MATRIX IMAGING PRODUCTS INC	5,102.00	5,102.00	0151055339 5800	Child Welfare and AttendanceDC / Other Contracted
N22R0191	AMAZON.COM	1,508.28	1,508.28	0125554101 4315	LEA Medi Cal Reimb Instr / Materials Test Kits Protocols
N22R0192	AMAZON.COM	1,525.96	1,525.96	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
N22R0193	APPLE COMPUTER INC	3,545.02	3,545.02	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22R0194	CORWIN PRESS INC	121.06	121.06	0140155239 4310	Curriculum Development Discret / Materials and Supplies

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N22R0195/	AMAZON.COM	21.53	21.53	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
N22R0196/	ART SCHOOLS NETWORK	375.00	375.00	0130417109 5310	LCFF Base Instr Ladera Vista / Dues and Memberships
N22R0197/	PRO ED	426.26	426.26	0125554101 4315	LEA Medi Cal Reimb Instr / Materials Test Kits Protocols
N22R0198/	PEARSON ASSESSMENT INC	3,312.01	3,312.01	0125554101 4315	LEA Medi Cal Reimb Instr / Materials Test Kits Protocols
N22R0199/	CC-PURCHASING	75.05	75.05	0130223101 4310	LCFF Supplemental Instr Parks / Materials and Supplies
N22R0200/	CC-PURCHASING	698.05	698.05	0151354341 4310	Health Services / Materials and Supplies Instr
N22R0201/	PRESSAVVY INC.	3,319.29	3,319.29	0100000000 9510	Unrestricted / Accounts Payable Manual
N22R0202/	PERMA BOUND	4,241.10	4,241.10	0140955249 4310	Info Systems Serv Media DC / Materials and Supplies Instr
N22R0203/	ASCD	27.27	27.27	0140155239 4310	Curriculum Development Discret / Materials and Supplies
N22R0204/	COMPANION CORPORATION	30,345.00	30,345.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
N22R0205/	AMAZON.COM	404.02	404.02	0142054201 4350	Special Ed Administration / Materials and Supplies Office
N22R0206/	FLAGHOUSE INC	107.66	107.66	0150554101 4310	APE Autism OT Vision Instr / Materials and Supplies Instr
N22R0207/	PRO ED	105.98	105.98	0125554101 4315	LEA Medi Cal Reimb Instr / Materials Test Kits Protocols
N22R0208/	ILLUMINATE EDUCATION INC	2,828.44	2,828.44	0108852101 4310	Dual Immersion District Instr / Materials and Supplies Instr
N22R0209/	CC-PURCHASING	63.08	63.08	0140155239 4350	Curriculum Development Discret / Materials and Supplies
N22R0210/	AED SUPERSTORE	72.87	72.87	0151354341 4310	Health Services / Materials and Supplies Instr
N22R0211/	OFFICE DEPOT BUSINESS SERVICE	56.20	56.20	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
N22R0212/	OFFICE DEPOT BUSINESS SERVICE	619.89	619.89	0130215101 4310	LCFF Suppl Instr Golden Hill / Materials and Supplies Instr
N22R0213/	CALIFORNIA LEAGUE OF MIDDLE SC	295.00	295.00	0130417109 5310	LCFF Base Instr Ladera Vista / Dues and Memberships
N22R0214/	COMPLETE BUSINESS SYSTEMS	790.00	790.00	0130427109 5640	LCFF Base Instr Sunset Lane / Repairs by Vendors
N22R0215/	AMAZON.COM	141.24	141.24	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
N22R0216/	PALOS SPORTS	1,488.98	1,488.98	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
N22R0217/	US GAMES	4,630.94	4,630.94	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
N22R0218/	NASCO	256.01	256.01	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Instr

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N22R0219 /	AEROMARK	29.09	29.09	0152055779 4350	Education Services Discret / Materials and Supplies Office
N22T0006 /	RADIO ENGINEERING INDUSTRIES I	878.27	878.27	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22T0007 /	DATA MANAGEMENT INC	1,601.20	1,080.00	0156556369 4350	Home to Sch Transportation DC / Materials and Supplies
			521.20	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
N22T0008 /	CI SOLUTIONS	533.56	533.56	0156556369 4350	Home to Sch Transportation DC / Materials and Supplies
N22T0009 /	CULVER NEWLIN INC	414.84	414.84	0156556369 4350	Home to Sch Transportation DC / Materials and Supplies
N22T0010 /	PARKHOUSE TIRE INC	1,971.30	1,579.30	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			392.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
N22T0011 /	KAESER COMPRESSORS INC	1,557.83	1,182.83	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			375.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
N22V0022 /	CDW.G	1,022.55	1,022.55	0153150759 6410	Warehouse DC / New Equip Less Than \$10,000
N22V0023 /	CDW.G	1,742.77	224.92	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
			1,517.85	0121221101 6410	Title I Orangethorpe Instr / New Equip Less Than \$10,000
N22V0024 /	SIERRA SCHOOL EQUIPMENT COMPAN	3,070.88	3,070.88	0153353859 6410	Maintenance Facilities DC / New Equip Less Than \$10,000
N22V0025 /	CDW.G	7,589.23	7,589.23	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
N22V0026 /	APPLE COMPUTER INC	5,894.69	5,894.69	0142054201 6450	Special Ed Administration / Repl Equip Less Than \$10,000
N22V0027 /	B AND H PHOTO VIDEO INC	2,364.52	322.44	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
			2,042.08	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
N22V0028 /	APPLE COMPUTER INC	5,902.87	40.95	0138455229 4350	Ed Svcs Instr Staff Dev / Materials and Supplies Office
			5,861.92	0138455229 6410	Ed Svcs Instr Staff Dev / New Equip Less Than \$10,000
N22V0029 /	AMAZON.COM	4,716.47	2,873.18	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
			1,843.29	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
N22V0030 /	CULVER NEWLIN INC	659.43	659.43	0108852101 6410	Dual Immersion District Instr / New Equip Less Than
N22V0031 /	CULVER NEWLIN INC	5,702.13	2,851.06	0111618101 6410	Donation Instruction Laguna Rd / New Equip Less Than
			2,851.07	0153750109 6410	Business Admin Instruction / New Equip Less Than
N22X0176 /	STATER BROS	1,000.00	1,000.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr

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N22X0177	STATER BROS	800.00	800.00	1208155101 4310	Preschool Instruction / Materials and Supplies Instr
N22X0178	STATER BROS	1,500.00	1,500.00	0132952101 4310	AfrSchlEdSfty Cohort 6 Instr / Materials and Supplies Instr
N22X0179	STATER BROS	1,000.00	1,000.00	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
N22X0180	SMART AND FINAL STORES CORPORA	1,500.00	1,500.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
N22X0181	SMART AND FINAL STORES CORPORA	1,500.00	1,500.00	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
N22X0182	SMART AND FINAL STORES CORPORA	1,500.00	1,500.00	0132952101 4310	AfrSchlEdSfty Cohort 6 Instr / Materials and Supplies Instr
N22X0183	CM SCHOOL SUPPLY COMPANY	2,000.00	2,000.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
N22X0184	CM SCHOOL SUPPLY COMPANY	1,000.00	1,000.00	1234052101 4310	Qty Rating Impr Sys Instr / Materials and Supplies Instr
N22X0185	READYREFRESH	1,500.00	1,500.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
N22X0186	READYREFRESH	1,000.00	1,000.00	1208155101 4310	Preschool Instruction / Materials and Supplies Instr
N22X0187	READYREFRESH	500.00	500.00	0132952101 4310	AfrSchlEdSfty Cohort 6 Instr / Materials and Supplies Instr
N22X0188	READYREFRESH	4,500.00	4,500.00	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
N22X0189	LAKESHORE LEARNING	3,000.00	3,000.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
N22X0190	LAKESHORE LEARNING	1,500.00	1,500.00	1234052101 4310	Qty Rating Impr Sys Instr / Materials and Supplies Instr
N22X0191	COSTCO WHOLESALE	1,500.00	1,500.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
N22X0192	COSTCO WHOLESALE	800.00	800.00	1208155101 4310	Preschool Instruction / Materials and Supplies Instr
N22X0193	COSTCO WHOLESALE	2,000.00	2,000.00	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
N22X0194	COSTCO WHOLESALE	2,000.00	2,000.00	0132952101 4310	AfrSchlEdSfty Cohort 6 Instr / Materials and Supplies Instr
N22X0195	LOWES HIW INC	1,500.00	1,500.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
N22X0196	LOWES HIW INC	2,000.00	2,000.00	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
N22X0197	LOWES HIW INC	1,500.00	1,500.00	0132952101 4310	AfrSchlEdSfty Cohort 6 Instr / Materials and Supplies Instr
N22X0198	BOYS & GIRLS CLUB OF FULLERTON	160,480.80	160,480.80	0132952101 5805	AfrSchlEdSfty Cohort 6 Instr / Consultants
N22X0199	VERIZON WIRELESS	5,000.00	5,000.00	0132952101 5900	AfrSchlEdSfty Cohort 6 Instr / Communications
N22X0200	VERIZON WIRELESS	5,000.00	5,000.00	0132952101 5900	AfrSchlEdSfty Cohort 6 Instr / Communications

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 08/13/2019

FROM 07/11/2019 TO 07/24/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22X0201 /	VERIZON WIRELESS	5,000.00	5,000.00	1208555271 5900	Fee Based Childcare Admin / Communications
N22X0202 /	VERIZON WIRELESS	5,000.00	5,000.00	1208555271 5900	Fee Based Childcare Admin / Communications
N22X0203 /	VERIZON WIRELESS	6,000.00	1,500.00	0132952101 5900	AfrSchlEdSfty Cohort 6 Instr / Communications
			3,000.00	1208555271 5900	Fee Based Childcare Admin / Communications
			1,500.00	1231019271 5900	Preschool Administration / Communications
N22X0204	ORANGE CNTY DEPARTMENT OF EDUC	2,400.00	2,400.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
N22X0205 /	AGENCY ELEVEN	7,500.00	2,500.00	0132952101 5805	AfrSchlEdSfty Cohort 6 Instr / Consultants
			2,500.00	1208555101 5805	Fee Based Childcare Admin / Consultants
			2,500.00	1234052101 5805	Qty Rating Impr Sys Instr / Consultants
N22Y0049 /	MCFADDEN DALE INDUSTRIAL HARDW	750.00	750.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22Y0050 /	NAPA AUTO PARTS	500.00	500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22Y0051 /	O'REILLY AUTO PARTS	2,000.00	2,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22Y0052 /	ORVAC ELECTRONICS	1,000.00	1,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22Y0053 /	TARCO INDUSTRIES INC	2,000.00	2,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22Y0054 /	TOPS AUTO SUPPLY	500.00	500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22Y0055 /	TRUCPARCO	2,500.00	2,500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22Y0056 /	BEARINGS AND DRIVES INC	500.00	500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22Y0057 /	SOUTHWEST SCHOOL AND OFFICE SU	2,000.00	2,000.00	0156556369 4350	Home to Sch Transportation DC / Materials and Supplies
N22Y0058 /	PAUL'S COMMERCIAL BUS TRAINING	2,500.00	2,500.00	0156556369 5800	Home to Sch Transportation DC / Other Contracted
N22Z0069 /	WATCO INDUSTRIAL FLOORING	5,000.00	5,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
	Fund 01 Total:	504,809.27			
	Fund 12 Total:	49,180.65			
	Fund 25 Total:	1,052,387.16			
	Fund 40 Total:	112,459.58			
	Total Amount of Purchase Orders:	1,718,836.66			

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES MEETING 08/13/2019

FROM 07/11/2019 TO 07/24/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22M0013	MONTGOMERY HARDWARE COMPANY	1,793.20	+150.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
N22R0101	HEAR AND C	2,034.54	+354.54	0151354341 5800	Health Services / Other Contracted Services
N22Z0018	GLASBY MAINTENANCE SUPPLY COMP	220,000.00	+200,000.00	0154253829 4360	Custodial Discretionary / Materials and Supplies Other
N22Z0065	GORM INC	20,000.00	-200,000.00	0154253829 4360	Custodial Discretionary / Materials and Supplies Other
Fund 01 Total:			504.54		
Total Amount of Change Orders:			504.54		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

08/13/2019

FROM 07/11/2019 TO 07/24/2019

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

Full Elem CFD2000-01
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 08/13/2019

FROM 07/11/2019 TO 07/24/2019

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

Full Elem CFD2001-01
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 08/13/2019

FROM 07/11/2019 TO 07/24/2019

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

CONSENT ITEM

DATE: August 13, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Michael Burns, Director, Nutrition Services
SUBJECT: APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS
NUMBERED 220061 THROUGH 220069 FOR THE 2019/2020 SCHOOL
YEAR

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated July 12, 2019 through July 25, 2019 contains purchase orders numbered 220061 through 220069 for the 2019/2020 school year totaling \$90,007.39.

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

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

Funding: Nutrition Services Fund.

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

RC:MB:tg
Attachment

Purchase Orders - Detail

7/26/2019 9:31:14 AM

Fullerton School District

Show all data where the Order Date is between 7/12/2019 and 7/25/2019

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Driftwood Dairy, Inc.	220061	7/12/2019	8/31/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
10000	EA	997004	Non Fat Milk, 1/2PT Eco #12049			\$0.2509	\$2,509.00
30000	EA	997007	Lowfat Milk, 1% Pouch 1/2 PT #13090			\$0.1944	\$5,832.00
70000	EA	997009	CHOC Milk, NonFat 1/2 PT Pouch #16090			\$0.1745	\$12,215.00
10000	EA	997110	Strawberry Milk Splash 1/2 PT Pouch #19090			\$0.2323	\$2,323.00
100	CS	997031	Soy Milk, Pacific 24/8oz #45873			\$16.6100	\$1,661.00
15000	each	997032	Yogurt, 1/2 pt., Assorted Flavors			\$0.5832	\$8,748.00
50	EA	997092	Yogurt, Vanilla LF 32lb #52935			\$30.0000	\$1,500.00
50	cs	997052	Yogurt, Strw/Bana, Dannon, 48/4oz/case #52101			\$12.3009	\$615.04
Sales Tax:							\$0.00
P.O. Total:							\$35,403.04
<input type="checkbox"/>							
Driftwood Dairy, Inc.	220062	7/12/2019	8/31/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
20	CS	10087	Creamer, Coffee DW Imit 3/8oz 400/cs #71001			\$9.5389	\$190.78
10	CS	10088	Creamer, French Vanilla 1/2oz 288/cs #71003			\$24.0047	\$240.05
30	DZ	10073	Eggs, Large DZ. #59110			\$1.9618	\$58.85
5	EA	10074	Cream Cheese, 3lb #60520			\$8.4100	\$42.05
5	EA	10075	Yogurt, Vanilla 32 lb #52935			\$30.0000	\$150.00
10	EA	10081	Sour Cream Pint #50450			\$1.5078	\$15.08
20	EA	10086	Juice, Apple 6oz Eco #26035			\$0.1513	\$3.03
5	CS	10089	Cream Cheese, Cup 1oz 100/CS #60501			\$17.2500	\$86.25
20	ea	10091	Juice, Orange Gal. Plastic #25350			\$4.2743	\$85.49
5	ea	10092	Half & Half Quart ESL #21251			\$2.1568	\$10.78
Sales Tax:							\$0.00
P.O. Total:							\$882.35
<input type="checkbox"/>							
Driftwood Dairy, Inc.	220063	7/12/2019	8/31/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
5000	EA	997100	Non Fat Milk, Mini 1/2PT #12049 (CACFP)			\$0.2611	\$1,305.50
5000	EA	997099	Lowfat Milk,1% Pouch 1/2 pt #13090 (CACFP)			\$0.2452	\$1,226.00
15000	EA	997101	Choc Milk, NonFat Pouch 1/2PT #16090 (CACFP)			\$0.2221	\$3,331.50
Sales Tax:							\$0.00
P.O. Total:							\$5,863.00
Vendor Total:							\$42,148.39
Packaging Machinery & Parts	220064	7/15/2019	7/15/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
1	ea	1	New Diagonal Knife 11.811" x .787" x .196"			\$324.2900	\$324.29
1	ea	1	New Radius Anvil 11.811" x .787" x .196"			\$305.8600	\$305.86
1	ea	1	Shipping			\$15.0000	\$15.00
Sales Tax:							\$48.83
P.O. Total:							\$693.98
Vendor Total:							\$693.98
Gold Star Foods Inc.	220067	7/23/2019	7/30/2019				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
10	cs	1	406774 BREAKFAST BOWTIE EGG & CH WG 160/2OZ			\$39.0000	\$390.00
Sales Tax:							\$0.00
P.O. Total:							\$390.00

Purchase Orders - Detail

7/26/2019 9:31:14 AM

Fullerton School District

Show all data where the Order Date is between 7/12/2019 and 7/25/2019

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
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Vendor Total: \$390.00

Orange County Department of Education **220066** **7/23/2019** **7/23/2019**

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1000	ea	1	HOTM Calendar	\$2.7150	\$2,715.00	
					Sales Tax:	\$210.41
					P.O. Total:	\$2,925.41
					Vendor Total:	\$2,925.41

Dan's Thermal Services **220065** **7/15/2019** **7/15/2019**

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	hr	1	Labor Service - Journeyman	\$85.0000	\$170.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$170.00

Dan's Thermal Services **220068** **7/24/2019** **7/24/2019**

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Estimated Repair - Freezer (per Willy M&O)	\$300.0000	\$300.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$300.00
					Vendor Total:	\$470.00

Descon **220069** **7/24/2019** **7/24/2019**

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4	ea	CG-Adhesive	Custom Graphic on Adhesive material	\$120.0000	\$480.00	
1	ea	S&H	Shipping and Handling	\$48.0000	\$48.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$528.00
					Vendor Total:	\$528.00

GRAND TOTAL **\$ 5,007.39**
 (NET OF OPEN P.O.'S)

CONSENT ITEM

DATE: August 13, 2019

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

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

PREPARED BY: Melissa Greenwood, Director, Business Services

SUBJECT: APPROVE/RATIFY WARRANTS NUMBERED 123307 THROUGH 123491 FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 123307 through 123491 for the 2019/2020. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>		<u>Amount</u>
01	General Fund	\$2,696,775.66
12	Child Development	7,039.16
25	Capital Facilities	79,264.15
40	Special Reserve	8,464.26
68	Workers' Compensation	115,167.35
81	Property / Liability Insurance	2,417.26
	Total	<u>\$2,909,127.84</u>

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

Funding: The total amount presented for approval is \$2,909,127.84 from funding sources reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 123307 through 123491 for the 2019/2020 school year.

RC:MG:yd

CONSENT ITEM

DATE: August 13, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Michael Burns, Director, Nutrition Services
SUBJECT: **APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 13773 THROUGH 13774 FOR THE 2019/2020 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services warrants numbered 13773 through 13774 for the 2019/2020 school year.

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

Funding: Total cost not to exceed \$17,378.26, and is to be paid from Nutrition Services Budget.

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

RC:MB:tg

CONSENT ITEM

DATE: August 13, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph. D., Assistant Superintendent, Business Services
PREPARED BY: Mike McAdam, Director, Purchasing, Warehouse & Transportation
SUBJECT: REJECTION OF BID NO. FSD-18-19-GF-04 VALENCIA PARK
ELEMENTARY FOR PLAYFIELD IMPROVEMENTS

Background: Subsequent to the required advertising and bid solicitation for Bid No. FSD-18-19-GF-04 for Valencia Park Elementary Playfield Improvements, sealed bids were submitted for the proposed project. Bids that were submitted were well over the estimate cost calculated by the District. It was determined that it is in the best interest of the District to reject the bids.

Rationale: Board approval is required for the rejection of all bids.

Funding: Not applicable.

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

RC:MM:yd

CONSENT ITEM

DATE: August 13, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Mike McAdam, Director, Purchasing, Warehouse & Transportation
SUBJECT: REJECTION OF BID NO. FSD-18-19-GF-06 VALENCIA PARK
ELEMENTARY RE-BID FOR PLAYFIELD IMPROVEMENTS

Background: Subsequent to the required advertising and bid solicitation for Bid No. FSD-18-19-GF-06 for Valencia Park Elementary Re-Bid Playfield Improvements, sealed bids were submitted for the proposed project. Bids that were submitted were well over the estimate cost calculated by the District. It was determined that it is in the best interest of the District to reject the bids.

Rationale: Board approval is required for the rejection of all bids.

Funding: Not applicable.

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

RC:MM:yd

CONSENT ITEM

DATE: August 13, 2019

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

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

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

SUBJECT: APPROVE NOTICE OF COMPLETION FOR KYA SERVICES, LLC, FOR THE PURCHASE OF NEEDED CARPET AND REPAIR MATERIALS FOR THE LIBRARY LOCATED AT BEECHWOOD SCHOOL

Background: On January 16, 2018, Fullerton School District entered into a California Multiple Award Schedules (CMAS), Contract Number 4-17-72-0057B, with KYA Services, LLC, Project No. 1-1-17319 for the purchase of carpet and repair materials in the library for the safety of staff and student attending Beechwood School.

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

Funding: The amount not to exceed \$30,829.95 will be paid from the General Fund.

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

RC:SS:ys
Attachment

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

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

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

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Beechwood School, 780 Beechwood Ave., Fullerton, CA 92835, the contract for the doing of which was heretofore entered into on the 13th day of August 2019, which contract was made with KYA Services, LLC, of Santa Ana, CA, as contractor; that the work on said improvements was actually completed and accepted on the 16th day of January 2018, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the International Fidelity Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: KYA Services, LLC, as part of the California Multiple Award Schedules (CMAS), Contract Number 4-17-72-0057B, Project No. 1-1-17319 for purchase and installation of carpet and repair materials in the library for the safety of staff and students attending Beechwood School.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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

STATE OF CALIFORNIA
COUNTY OF ORANGE

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

Notary Public in and for said County and State

CONSENT ITEM

DATE: August 13, 2019

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

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

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

SUBJECT: **APPROVE NOTICE OF COMPLETION FOR KYA SERVICES, LLC, FOR THE PURCHASE OF SNAP LOCK VINYL TILE AND BASE MATERIALS FOR THE REPAIR AND REPLACEMENT OF WORN AND DAMAGED CARPET AND TILE AT RAYMOND ELEMENTARY SCHOOL**

Background: On January 16, 2018 Fullerton School District entered into a California Multiple Award Schedules (CMAS), Contract Number 4-17-72-0057B, with KYA Services, LLC, Project No. 1-1-16268 for the purchase of snap lock vinyl tile and base materials for replacement of damaged and worn carpet and tile in the staff lounge and offices located at Raymond Elementary School.

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

Funding: The amount not to exceed \$17,010.11 will be paid from the General Fund.

Recommendation: Approve Notice of Completion for KYA Services, LLC, for the purchase of snap lock vinyl tile and base materials for the repair and replacement of worn and damaged carpet and tile at Raymond Elementary School.

RC:SS:ys
Attachment

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

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

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

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Raymond Elementary School, 517 N. Raymond Ave., Fullerton, CA 92831, the contract for the doing of which was heretofore entered into on the 13th day of August 2019, which contract was made with KYA Services, LLC, of Santa Ana, CA, as contractor; that the work on said improvements was actually completed and accepted on the 16th day of January 2018, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the International Fidelity Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: KYA Services, LLC, as part of the California Multiple Award Schedules (CMAS), Contract Number 4-17-72-0057B, Project No. 1-1-16268 for purchase of snap lock vinyl tile and base materials for replacement of worn and damaged carpet and tile in the staff lounge and offices located at Raymond Elementary School.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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

STATE OF CALIFORNIA
COUNTY OF ORANGE

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

Notary Public in and for said County and State

CONSENT ITEM

DATE: August 13, 2019

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

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

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

SUBJECT: **APPROVE NOTICE OF COMPLETION FOR KYA SERVICES, LLC, FOR THE PURCHASE OF SNAP LOCK VINYL TILE AND BASE MATERIALS FOR THE REPAIR AND REPLACEMENT OF WORN DAMAGED CARPET AND TILE LOCATED IN THE MULTI-PURPOSE CAFÉ OF RICHMAN ELEMENTARY SCHOOL**

Background: On January 16, 2018 Fullerton School District entered into a California Multiple Award Schedules (CMAS), Contract Number 4-17-72-0057B, with KYA Services, LLC, Project No. 1-1-17759 for the purchase of snap lock vinyl tile and base materials for replacement of damaged and worn carpet and tile in the multi-purpose café located at Richman Elementary School.

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

Funding: The amount not to exceed \$21,164.59 will be paid from the General Fund.

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

RC:SS:ys
Attachment

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

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

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

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Richman Elementary School, 700 S. Richman Ave., Fullerton, CA 92832, the contract for the doing of which was heretofore entered into on the 13th day of August 2019, which contract was made with KYA Services, LLC, of Santa Ana, CA, as contractor; that the work on said improvements was actually completed and accepted on the 16th day of January 2018, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the International Fidelity Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: KYA Services, LLC, as part of the California Multiple Award Schedules (CMAS), Contract Number 4-17-72-0057B, Project No. 1-1-17759 for purchase of snap lock vinyl tile and base materials for replacement of damaged and worn carpet and tile in the multi-purpose cafe located at Richman Elementary School.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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

STATE OF CALIFORNIA
COUNTY OF ORANGE

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

Notary Public in and for said County and State

CONSENT ITEM

DATE: August 13, 2019

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

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

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

SUBJECT: **APPROVE NOTICE OF COMPLETION FOR KYA SERVICES, LLC, FOR THE PURCHASE OF SNAP LOCK VINYL TILE AND BASE MATERIALS FOR THE REPAIR AND REPLACEMENT OF WORN AND DAMAGED CARPET AND TILE AT VALENCIA PARK ELEMENTARY SCHOOL**

Background: On January 16, 2018 Fullerton School District entered into a California Multiple Award Schedules (CMAS), Contract Number 4-17-72-0057B, with KYA Services, LLC, Project No. 1-1-16845 for the purchase of snap lock vinyl tile and base materials for the replacement of damaged and worn carpet and tile in various classrooms located at Valencia Park Elementary School.

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

Funding: The amount not to exceed \$17,707.81 will be paid from the General Fund.

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

RC:SS:ys
Attachment

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

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

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

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Valencia Park Elementary School, 3441 W. Valencia Dr., Fullerton, CA 92833, the contract for the doing of which was heretofore entered into on the 13th day of August 2019, which contract was made with KYA Services, LLC, of Santa Ana, CA, as contractor; that the work on said improvements was actually completed and accepted on the 16th day of January 2018, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the International Fidelity Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: KYA Services, LLC, as part of the California Multiple Award Schedules (CMAS), Contract Number 4-17-72-0057B, Project No. 1-1-16845 for purchase of snap lock vinyl tile and base materials for the replacement of damaged and worn carpet in various classrooms located at Valencia Park Elementary School.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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

STATE OF CALIFORNIA
COUNTY OF ORANGE

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

Notary Public in and for said County and State

CONSENT ITEM

DATE: August 13, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Scott Schlabsz, Director, Facilities, Maintenance and Operations
SUBJECT: APPROVE ADDITIVE CHANGE ORDER #5, 2018 FENCE REPLACEMENT- VARIOUS SITES, FSD-17-18-MF-01, TO A-1 ENTERPRISES, INC., A-1 FENCE COMPANY

Background: On June 19, 2018, the Board of Trustees approved the award of a contract for 2018 Fence Replacement-Variou Sites, FSD-17-18-MF-01 to A-1 Enterprises, Inc., A-1 Fence Company.

Rationale: The Original contract scope of work has been increased by \$38,773.60 as a result of the following changes.

Fern Drive – Additive: Installation of 2” mesh x 6’ high black-coated chain link fence that will divide the west field in half, install (1) pedestrian gate and (1) vehicle maintenance gate in the fence line, and the removal of existing chain link fence fabric along Fern Drive.

Fern Drive – Deductive: Labor credit for the removal of 1” mesh x 6’ H chain link fence removed from the scope of work.

Funding: The new contract amount not to exceed \$1,063,670.04 is to be paid from various funds.

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

RC:SS:ys

CONSENT ITEM

DATE: August 13, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY RENEWAL OF UNPAID SCHOOL PSYCHOLOGY INTERNSHIP AGREEMENT WITH CHAPMAN UNIVERSITY EFFECTIVE AUGUST 1, 2019 THROUGH SEPTEMBER 1, 2024

Background: Chapman University is a fully accredited institution of higher education. The current internship placement agreement between Chapman University and the Fullerton School District (FSD) has expired and the university wishes to renew. School psychologist candidates would be placed with FSD employees for practicum experience.

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

Funding: Not applicable.

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

CH:nm
Attachment



CHAPMAN
UNIVERSITY
Orange, California 92866

SCHOOL PSYCHOLOGY SUPERVISED UNPAID PRACTICUM / INTERNSHIP FIELDWORK AGREEMENT

THIS AGREEMENT is made and entered into by and between Chapman University hereinafter called the "UNIVERSITY," and the Fullerton School District, hereinafter called "FIELDWORK SITE."

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of finger print clearance.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- B. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified disabled students to participate in the program.
- D. To provide for emergency health care of the student in case of accident at the expense of the student.
- E. To provide all participating students with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.

- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- G. The FIELDWORK SITE staff shall comply with APPENDIX A regarding the FIELDWORK SITE'S supervision of UNIVERSITY students, as attached and incorporated by reference.

III. THE PARTIES MUTUALLY AGREE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reasons why the FIELDWORK SITE desires to have the student withdrawn.
- C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its trustees, agents, or employees.
- E. The FIELDWORK SITE agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its trustees, agents, and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees.
- F. University and Fieldwork Site each agree to maintain insurance or a program of self insurance throughout the term of this Agreement as follows:
 - i. General liability coverage, written on an occurrence form, with limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate, and
 - ii. Professional liability insurance written on a claims-made form or Occurrence form, with limits of One Million Dollars (\$1,000,000) per claim/occurrence and Two Million Dollars (\$2,000,000) in the aggregate. University shall provide coverage for students under school's professional liability policy or shall ensure that all students maintain individual professional liability insurance coverage with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate, and
 - iii. University and Fieldwork Site shall maintain statutory Workers' Compensation coverage on their respective employees working at Fieldwork Site pursuant to this Agreement. The parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential

requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK SITE for any purpose including Workers' Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed by them in the course of their training, and

iv. University and Fieldwork Site shall provide certificates of insurance evidencing all coverage described herein, naming the other party as a Certificate Holder with policy endorsements for Waiver of Subrogation against the other party and naming the other party as an Additional Insured. Such evidence will be provided on a basis consistent with the effective date of this Agreement and annually thereafter. Each party shall provide the other party with written notice at least thirty (30) days in advance of any material modification or cancellation of such coverage. With respect to individual policies of insurance maintained by students, such evidence will be provided prior to the date when any new student commences participation in the Program(s).

- G. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- H. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- I. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

SCHOOL DISTRICT INFORMATION:

Fullerton School District
1404 W. Valencia Dr.
Fullerton, CA 92833

UNIVERSITY CONTACT INFORMATION:

Attn: Harold Hewitt, VP & COO
Chapman University
One University Drive
Orange, CA 92866

- J. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- K. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- L. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- M. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

N. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same agreement. Further, the parties may execute this Agreement via fax or electronic mail transmission. A true and correct copy of this Agreement, as executed by the parties, may be used in lieu of an original for all purposes permitted by law.

IV. TERM AND TERMINATION OF AGREEMENT

A. THE TERM of this Agreement shall be effective **August 1, 2019** and shall continue in full force and effect through **September 1, 2024**. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.

B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:

FIELDWORK SITE:

Signature: _____
Name: _____
Title: _____
Date: _____

UNIVERSITY:

Signature: _____
Name: Harold W. Hewitt, Jr.
Title: Executive Vice President & COO
Date: _____

Appendix A

Specific Supervision Requirements

School Psychology Fieldwork:

- A. Provide an average of one 2 hours of individual or small group supervision per week from a school psychologist with at least three years of professional experience.
- B. Provide experiences with a diverse student population.
- C. Provide experiences with a variety of educational programs
- D. Provide opportunities for students to gain a broad range of experiences, including experiences in:
 - a. Data-Based Decision Making and Accountability
 - b. Consultation and collaboration.
 - c. Interventions and Instructional Support to Develop Academic Skills.
 - d. Interventions and Mental Health Services to Develop Social and Life Skills.
 - e. School-Wide Practices to Promote Learning.
 - f. Preventive and Responsive Services.
 - g. Family-School Collaboration Services.
 - h. Diversity in Development and Learning
 - i. Research and Program Evaluation.
 - j. Legal, Ethical, and Professional Practice.
- E. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least three years experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- F. The FIELDWORK SITE shall ensure that the student receives an average of two hours of individual or group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- G. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university semester.
- H. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.
- I. Audio and/or video taping of selected psychology activities by the student for purposes of supervision shall be conducted by the FIELDWORK SITE or UNIVERSITY provided that all parties to be recorded have separately consented to such taping.

CONSENT ITEM

DATE: August 13, 2019

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Douglas Rynerson Ed.D., Program Specialist, Educational Services

SUBJECT: **APPROVE EDUCATIONAL CONSULTING AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT TO PROVIDE COLLEGE COURSES TO GRADES 7 AND 8 STUDENTS EFFECTIVE AUGUST 17, 2019 THROUGH MAY 31, 2020**

Background: The Fullerton School District serves a diverse learning community with a significant number of students achieving at high levels. To meet student needs, Fullerton School District will offer a Middle College Program in collaboration with Fullerton College to high achieving students in grades 7 and 8 who meet set criteria. Students will earn university credits for successful completion of college-level courses. Computer Game Design will be offered at Parks Junior High, Theatre Arts will be offered at Ladera Vista Junior High School of the Arts, and Digital Arts will be offered at Nicolas Junior High.

Rationale: The Middle College Program is designed to offer high achieving students the opportunity to extend their learning beyond the traditional junior high curriculum. The college courses offered to students will provide opportunities for deliberate practice to increase STEAM learning, engagement and expertise. Students will engage in meaningful, real-world STEAM learning experiences that will inspire their interest in STEAM, while giving them the tools needed to meet the demands of dynamic labor markets.

Funding: Cost is not to exceed \$100,000 to be paid from Title IV Funds (#215).

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

JL:DR:ts
Attachment

FULLERTON SCHOOL DISTRICT and NOCCCD
1401 W. Valencia Dr.
Fullerton, CA 92833

EDUCATIONAL CONSULTING AGREEMENT
College Orientation Program

This educational consulting agreement (the "Agreement") is made and entered into between **Fullerton School District**, hereinafter referred to as (the "FSD") and **North Orange County Community College District** serving in the role of professional services provider, hereinafter referred to as (the "NOCCCD") as of the date that this Agreement is executed by all parties (the "Effective Date").

RECITALS

The NOCCCD's Fullerton College provides advisory education through its Computer Information System - Game Design (CISG 100), Introduction to Programming for Computer Games (CISG 110), Introduction to Digital Art (DART 100), Basic Electricity and Basic Electronics (TECH 131) and Improvisation for Television, Film and Theatre (THEA 122).

FSD is in need of such Courses for its junior high school students who are also able to earn 3 units per course (CISG 100, CISG 110 and DART 100) or 2 units per course (TECH 131 and (THEA 122) during the session in which they enrolled; and

The Courses are offered on a limited basis during the 2019 fall and 2020 spring semesters *by* the NOCCCD's Fullerton College at Parks Junior High School, Ladera Vista Junior High School and Nicolas Junior High School

The NOCCCD is specially trained, experienced, and competent to provide the Courses; and

The parties now find it to be mutually beneficial for the Courses to be made available to FSD students.

The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Course at the NOCCCD.

THE PARTIES AGREE AS FOLLOWS:

I. GENERAL INFORMATION ABOUT THE PROGRAM

- A. The commencement date for the provision of services under this agreement shall be August 17, 2019 but no sooner than the Effective Date, with all services performed and completed no later than May 31, 2020;
- B. Students participating in classes will enroll through the NOCCCD's Fullerton College in accordance with established college registration procedures for Concurrent Special Admit Students;

- C. The length of course is a total of 54 hours for CISG 100, 54 hours for CISG 110, 90 hours for DART 100, 72 hours for TECH 131 and 72 hours for THEA 122;
- D. Both the NOCCCD and FSD agree that a total number of 30 students are expected to participate in each course section;
- E. Classes offered pursuant to this Agreement will be conducted on such days and times and at such locations as mutually agreed upon by the NOCCCD and FSD, provided that no instruction shall occur on any day established holidays for either the NOCCCD or FSD.

II. RESPONSIBILITIES OF THE NOCCCD

- A. **Academic Responsibility.** The NOCCCD shall provide credit instruction for a total of:

Fall 2019

- One (1) college course of Introduction to Computer Game Design (CISG 100)- Parks Junior High School
- One (1) college course of Introduction to Digital Art (DART 100)- Nicolas Junior High School

Spring 2020

- One (1) college course of Introduction to Programming for Computer Games (CISG 110)- Parks Junior High School
- One (1) college course of Basic Electricity and Basic Electronics (TECH 131)- Nicolas Junior High School
- One (1) college course of Improvisation for Television, Film and Theatre (THEA 122)- Ladera Vista Junior High School

Classes offered shall be accessible to junior high school students from the sites at which the classes are offered as well as to students from other sites as determined by NOCCCD.

- i. NOCCCD will provide instruction for the specified classes in compliance with the NOCCCD's designated curriculum and class schedule and in compliance with instructional policies and procedures.
 - ii. NOCCCD shall document all student enrollment and attendance.
 - iii. NOCCCD shall create an effective teaching-learning environment and maintain effective communication with FSD and junior high school campus staff.
- B. **NOCCCD Classification.** NOCCCD's employees shall in no way be deemed employees of FSD. NOCCCD shall be under the control of FSD as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
 - C. **NOCCCD Supervision.** All instruction provided by the NOCCCD shall be under the supervision and control of appropriately credentialed employees.
 - D. **Compliance.** NOCCCD shall comply with applicable federal, state and local laws, rules, regulations, and ordinances including workers' compensation requirements.

- E. **Registration Fee.** NOCCCD shall not collect a registration fee from any student enrolled pursuant to this agreement nor claim state apportionment FTEs for any student so enrolled.

III. RESPONSIBILITIES OF FSD

- A. **Student Outreach.** FSD shall be responsible for providing services with respect to student outreach and recruitment of students for the program.
- B. **Technical Support.** FSD shall provide and maintain facilities, equipment, textbooks and instructional supplies and materials that are necessary for the provision of instruction by the NOCCCD pursuant to this Agreement, without charge to the NOCCCD, or without charge to any student receiving instruction pursuant hereto.
- C. **NOCCCD Fee and Timing of Such Payment.** FSD shall pay NOCCCD an amount not to exceed Four thousand six hundred dollars (\$4,600) per CISG 100 or CISG 110 course, Five thousand eight hundred dollars (\$5,800) per TECH 131 or THEA 122 course, and Seven thousand dollars (\$7,000) per DART 100 course. The maximum payment shall include all related administrative and instruction costs. Payment to NOCCCD shall be made no later than thirty (30) days after submission of invoice to FSD.

IV. INSURANCE

- A. **Insurance.** Both the NOCCCD and FSD each agree to secure and maintain at all times throughout the term of this Agreement, each at its sole cost and expense, comprehensive general liability insurance in amounts reasonably necessary to protect itself against liability arising from any and all negligent acts, or omissions of its employees, officers or volunteers in the performance of this Agreement. Coverage under such professional and commercial general liability insurance shall not be less than one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in aggregate.
- B. It is expected that both the NOCCCD and FSD will provide the necessary worker's compensation for its own employees and students, if appropriate.

V. INDEMNIFICATION

The NOCCCD agrees to defend all claims of loss, indemnify and hold harmless FSD and its officers, agents and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions, willful misconduct of the NOCCCD or its employees, officers, or volunteers in the performance of this Agreement.

The FSD agrees to defend all claims of loss, indemnify and hold harmless NOCCCD and its officers, agents and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions, willful misconduct of the FSD or its employees, officers, or volunteers in the performance of this Agreement.

VI. ASSIGNMENT

This Agreement is not assignable without written consent of the parties hereto.

VII. TERM AND TERMINATION

Term. This Agreement shall remain in full force and effect beginning on the Effective Date of this Agreement through May 31, 2020.

Termination. This Agreement may be terminated at any time by written Agreement or upon 30 days' advance written notice by one party or the other, PROVIDED, HOWEVER, that in no event shall termination take effect with respect to currently enrolled FSD students who shall be permitted to complete their course for any semester in which termination would otherwise occur.

VIII. GENERAL PROVISIONS

- A. **Assignment.** Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported validity of this Agreement or any of its provisions.
- B. **Captions.** Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.
- C. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- D. **Entire Agreement.** This Agreement is the entire Agreement between the parties. No other Agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- E. **Governing Law.** The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- F. **Notices.** Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested at the addresses set forth below:

TO NOCCCD:

North Orange County Community College
District
1830 W. Romney Drive
Anaheim, CA 92801-1819
Attn: Vice Chancellor, Finance and Facilities

TO FSD

Fullerton School District
1401 W. Valencia Dr.
Fullerton, CA 92833
Attn: Trang Lai, Director Educational
Services

IX. EXECUTION

By signing below, each of the following represent that they have the authority to execute this Agreement and to bind the party on whose behalf their signature is made.

**NORTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT:**

FULLERTON SCHOOL DISTRICT:

By: _____
Fred Williams
Vice Chancellor, Finance & Facilities

By: _____
Robert R. Coghlan
Assistant Superintendent
Business Services

Date

Date

By: _____
José Ramón Núñez
Vice President, Instruction

Date

Federal Tax ID # 952394131

CONSENT ITEM

DATE: August 13, 2019

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Marilee Cosgrove, Director, Child Development Services

SUBJECT: **APPROVE/RATIFY AGREEMENT NUMBER 48400 BETWEEN ORANGE COUNTY SUPERINTENDENT OF SCHOOLS AND FULLERTON SCHOOL DISTRICT FOR PROFESSIONAL DEVELOPMENT TRAINING FOR CHILD DEVELOPMENT SERVICES PRESCHOOL STAFF EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2020**

Background: Fullerton School District operates the State Preschool Program, which is funded by the State Department of Education Child Care and Development Division and serves three to five-year-olds in classes at Commonwealth, Hermosa Drive, Maple, Orangethorpe, Pacific Drive, Richman, Valencia Park, and Woodcrest Schools. Orange County Superintendent of Schools offers services in accordance with California State Preschool Program Quality Rating and Improvement System (QRIS) to enhance and improve the overall quality of the State Preschool Program.

Rationale: As a means of supporting professional early childhood learning communities to engage in dialogue about curriculum, assessment and family engagement, services will include SEFEL (Social and Emotional Foundations for Early Learning) training, Inclusive Strategies training, Dual Language Learners training, Diving Deeper CLASS (Classroom Assessment Scoring System) training, and Coaching (Inclusive Classroom Coaching and Custom SEFEL topics with classroom visits) for Fullerton School District Child Development Services preschool teachers and instructional aides.

Funding: Total cost not to exceed \$40,000 and is to be paid from Child Development Services budget (#340).

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

JL:MC:ln
Attachment

FULLERTON SCHOOL DISTRICT
INCOME AGREEMENT

This AGREEMENT is hereby entered into this 1st day of July, 2019, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa California 92626, hereinafter referred to as SUPERINTENDENT, and Fullerton School District, 1401 West Valencia Drive, Fullerton, California 92833, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

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

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an independent contractor to perform the described work in the "Service Proposal", dated April 29, 2019, which is attached hereto as Exhibit "A" and incorporated herein by reference for the Educational Services Programs.

1 2.0 TERM. This AGREEMENT shall commence on July 1, 2019 and end on
2 June 30, 2020, subject to termination as set forth in this AGREEMENT.

3 3.0 PAYMENT. DISTRICT agrees to pay the SUPERINTENDENT a total sum
4 not to exceed Forty thousand dollars (\$40,000.00). Payment shall be
5 mailed to: Orange County Superintendent of Schools, 200 Kalmus Drive,
6 Costa Mesa, California 92626-9050, Attention: Accounting Manager, or
7 at such other place as SUPERINTENDENT may designate in writing.

8 4.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of
9 this AGREEMENT, shall be and act as an independent contractor.

10 SUPERINTENDENT understands and agrees that he/she and all of his/her
11 employees shall not be considered officers, employees or agents of the
12 DISTRICT, and are not entitled to benefits of any kind or nature
13 normally provided employees of the DISTRICT and/or to which DISTRICT'S
14 employees are normally entitled, including, but not limited to, State
15 Unemployment Compensation or Worker's Compensation. SUPERINTENDENT
16 assumes the full responsibility for the acts and/or omissions of
17 his/her employees or agents as they relate to the services to be
18 provided under this AGREEMENT. SUPERINTENDENT shall assume full
19 responsibility for payment of all federal, state and local taxes or
20 contributions, including unemployment insurance, social security and
21 income taxes with respect to SUPERINTENDENT'S employees.

22 5.0 HOLD HARMLESS.

23 A. SUPERINTENDENT agrees to and does hereby indemnify, defend,
24 and hold harmless DISTRICT, its Governing Board, officers, agents and
25 employees from liability and claims of liability for bodily injury,
personal injury, sickness, disease, or death of any person or persons,

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

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

13 6.0 ASSIGNMENT. The obligations of the SUPERINTENDENT pursuant to
14 this AGREEMENT shall not be assigned by the SUPERINTENDENT without
15 prior written approval of DISTRICT.

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

25 8.0 TOBACCO USE POLICY. In the interest of public health,
SUPERINTENDENT provides a tobacco-free environment. Smoking or the

1 use of any tobacco products are prohibited in buildings and vehicles,
2 and on any property owned, leased or contracted for by the
3 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to
4 abide with conditions of this policy could result in the termination
5 of this AGREEMENT.

6 9.0 NON-DISCRIMINATION. DISTRICT and SUPERINTENDENT agree that it
7 will not engage in unlawful discrimination in employment of persons
8 because of race, color, religious creed, national origin, ancestry,
9 physical handicap, medical condition, marital status, or sex of such
10 persons.

11 10.0 TERMINATION. Either party may, at any time, with or without
12 reason, terminate this AGREEMENT and compensate the other Party only
13 for services satisfactorily rendered to the date of termination.
14 Written notice by either Party shall be sufficient to stop further
15 performance of services by the other Party. Notice shall be deemed
16 given when received by the Party or no later than three (3) days after
17 the day of mailing, whichever is sooner.

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

1 provisions of this section. As of the date of this AGREEMENT, the
2 addresses of the parties are as follows:

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

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

12 12.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek
13 redress for violation of, or to insist upon, the strict performance of
14 any term or condition of this AGREEMENT, shall not be deemed a waiver
15 by that party of such term or condition, or prevent a subsequent
16 similar act from again constituting a violation of such term or
17 condition.

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

23 14.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall
24 be governed by the laws of the State of California with venue in
25 Orange County, California.

15.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
attached hereto constitute the entire agreement among the Parties to
it and supersedes any prior or contemporaneous understanding or
agreement with respect to the services contemplated, and may be

1 amended only by a written amendment executed by both Parties to the
2 AGREEMENT.

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

4 DISTRICT: FULLERTON SCHOOL
5 DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

6 BY: _____
Authorized Signature

BY: Patricia McCaughey
Authorized Signature

7 PRINT NAME: Robert Pletka

PRINT NAME: Patricia McCaughey

8 TITLE: Superintendent

TITLE: Administrator

9 DATE: August 13, 2019

DATE: July 3, 2019

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15 Fullerton SD-Income(48400)20
ZIP4



Orange County Department of Education
 Early Learning, Expanded Learning, and
 Family Support Services

**Fee for Service
 SERVICE PROPOSAL**

CONTRACTOR INFORMATION

DISTRICT/AGENCY LEGAL NAME: Fullerton School District
CONTACT NAME/TITLE: Marilee Cosgrove, Director, Child Development Services
CONTACT PHONE: (714) 447-2858
CONTACT EMAIL: marilee_cosgrove@myfsd.org
ADDRESS FOR CONTRACT: 1401 W. Valencia Dr., Fullerton, CA 92833

TODAYS DATE: April 29, 2019

DESCRIPTION OF SERVICE	COST
SEFEL Teachers & IA - September 25 (full day)	\$1,000.00
Inclusive Strategies - October 14 (full day)	\$1,000.00
Dual Language Learners - January 6 (full day)	\$1,000.00
Diving Deeper CLASS - September PLC (date TBD) (full day)	\$1,000.00
Coaching - Inclusive Classroom Coaching and Custom SEFEL Topics PLC dates & classroom visits	\$36,000.00
Total Proposed Services not to exceed:	
	\$40,000.00

JUSTIFICATION: Fullerton School District is requesting professional development training and coaching.

DATE(S) OF SERVICE: July 1, 2019 – June 30, 2020

TIME OF SERVICE: TBD

SERVICE LOCATION (location of training): TBD

TOTAL DOLLAR AMOUNT: \$40,000.00

ORIGINATOR: Susan Shepardson

PLEASE NOTE: We now provide digital handouts. However, if you would like to print your own handouts, please let us know and we will send originals to you approximately one week in advance.

To be completed by contracting agency

I have reviewed the above service proposal and find it to be correct.

NAME Marilee Cosgrove

SIGNATURE *Marilee Cosgrove*

DATE 5/16/19

CONSENT ITEM

DATE: August 13, 2019

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Robin Gilligan, Director, Student Support Services

SUBJECT: APPROVE NONPUBLIC AGENCY MASTER CONTRACTS WITH AUTISM LEARNING PARTNERS - ORANGE, BEHAVIORAL LEARNING NETWORK, COMPREHENSIVE EDUCATIONAL SERVICES DBA ACES, CORNERSTONE THERAPIES, INTEGRITY THERAPY FOR KIDS DBA THE LAUNCHPAD THERAPY FOR KIDS, JOHN TRACY CLINIC, MAXIM HEALTHCARE SERVICES, INC., PEDIATRIC THERAPY SERVICES, LLC DBA THE STEPPING STONES GROUP, PROCARE THERAPY, INC., PROVIDENCE SPEECH AND HEARING CENTER, RUSSO, FLECK & ASSOCIATES, SEA CHANGE THERAPY, LLC, SPEECH BANANAS, STAFFREHAB, THERAPISTS UNLIMITED, A GENESIS HEALTHCARE COMPANY, THERAPY STAFF, LLC, AND 3 CHORDS, INC. DBA THERAPY TRAVELERS EFFECTIVE AUGUST 14, 2019 THROUGH JUNE 30, 2020

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

The rates for these nonpublic agencies are as follows:

Autism Learning Partners - Orange:

1:1 Direct Service by Behavior Technician BII	\$ 51/per 60 min
Clinical Supervision by Master Level - BID	\$ 80/per 60 min
Clinical Supervision by BCBA - BID	\$100/per 60 min
Functional Behavior Assessment by Master's Level Staff	\$ 80/per 60 min
Functional Behavior Assessment by BCBA	\$ 98/per 60 min
Group Training by Master's Level Staff	\$ 98/per 60 min
Group Training by BCBA	\$ 98/per 60 min

Behavioral Learning Network:

1:1 Behavioral Intervention Services	\$ 55/per 60 min
Supervision of Paraprofessionals and Program Design	\$175/per 60 min
Assessment Services and IEP Attendance	\$175/per 60 min

Comprehensive Educational Services, Inc. DBA ACES:

Supervisor – Behavioral Intervention Development	\$125/per 60 min
Interventionist – Behavior Intervention Implementation	\$ 65/per 60 min
Travel – Supervisor Travel	\$ 75/per 60 min
Assessments	\$125/per 60 min

Cornerstone Therapies:

OT/PT/SLP (in center)	\$ 90.92/per 60 min
Behavior Intervention Implementation (school/off site)	\$ 51.63/per 60 min
Behavior Intervention Implementation (in center)	\$ 67.12/per 60 min
Behavior Intervention Design & Planning (school/off site)	\$ 77.45/per 60 min
Behavior Intervention Design & Planning (in center)	\$ 87.77/per 60 min
Group Therapy	\$ 45/per 60 min
IEP Meeting	\$105.61/per 60 min
Evaluations (in center up to two hours)	\$228.56/per 120 min
Evaluations (in center after two hours)	\$ 90.92/per 60 min
Travel Time	\$ 30/per 60 min

Integrity Therapy for Kids DBA The Launchpad Therapy for Kids:

Independent Educational Evaluation includes Standardized Testing, Parent Interview, School Observation, Proposed Goals and Accommodations, Review of Records, IEP Attendance up to 4 hours, Mileage up to 75 miles	\$1,200/per student
Additional IEP Hours	\$135/per 60 min

John Tracy Clinic:

Basic Education Program/Special Education Instruction	\$126.85/per 3.5 hour day
Low Incidence – Individual	\$155.28/per 6.5 hour day
Low Incidence – Group	\$155/per 60 min
Speech Language Pathology	\$ 65/per 60 min
Written Report & Assessment	\$155/per 60 min
IEP Meeting/Staffing	\$150/per 60 min
School In-Service Presentation	\$140/per 60 min
Triennial – Assessments, Reports & IEP Meeting	\$250/per 60 min
Counseling, Guidance and Training	\$600/each
Mileage	\$140/per 60 min
	\$.58/per mile
	or current IRS rate
Comprehensive Audiological Evaluation	\$450/per appointment
Audiological Consultation – IFSP/IEP	\$200/per 60 min
Audiological Consultation – Equipment	\$ 50/per 15 min

Maxim Healthcare Services, Inc.:

LVN	\$ 45/per 60 min
RN	\$ 62/per 60 min
Credentialed RN	\$ 85/per 60 min
CNA/Health Aide	\$ 30/per 60 min
Behavioral Aide/Tech	\$ 50/per 60 min
BCBA	\$115/per 60 min
OT/PT/SLP	\$ 85/per 60 min
Bilingual SLP	\$ 90/per 60 min
SLPA/COTA	\$ 65/per 60 min
School Psychologist	\$100/per 60 min
School Counselor	\$ 55/per 60 min
APE Teacher	\$ 68/per 60 min

SLP	\$ 82/per 60 min
SLPA	\$ 64/per 60 min
OT	\$ 72.50/per 60 min
COTA	\$ 64/per 60 min
School Psychologist	\$ 85/per 60 min

Procure Therapy, Inc.:

Occupational Therapist	\$ 75-\$85/per 60 min
Certified Occupational Therapy Assistant	\$ 60-\$70/per 60 min
Speech Language Pathologist	\$ 75-\$85/per 60 min
Speech Language Pathology Assistant	\$ 60-\$70/per 60 min
School Psychologist	\$ 70-\$85/per 60 min
School Nurse (RN/LPN)	\$ 50-\$55/per 60 min

Providence Speech and Hearing Center:

Central Auditory Processing, Comprehensive	\$2,050/each
Speech Therapy	\$102.21/per 60 min
Occupational Therapy	\$112.27/per 60 min
Other Audiology Services	\$135/per 60 min
Comprehensive Vestibular Evaluation	\$1,200/each
Audiological Evaluation	\$600/each
Consultation and School Observation	\$150/each
Auditory Brainstem Response	\$745/each

Russo, Fleck & Associates:

OT/PT, treatment, consultation, collaboration, evaluations, IEP attendance, travel, paperwork	\$ 89.33/per 60 min
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Sea Change Therapy, LLC:

OT	\$ 80/per 60 min
COTA	\$ 55/per 60 min
OT Evaluation (includes report, 2 hours IEP attendance)	\$500/each
SLP	\$ 80/per 60 min
SLPA	\$ 55/per 60 min
School Psychologist	\$ 90/per 60 min

Speech Bananas:

Auditory – verbal therapy	\$150/per 60 min
Auditory – verbal therapy	\$225/per 90 min
IEP attendance	\$150/per 60 min

Staffrehab:

Speech Language Pathologist	\$ 75-\$90/per 60 min
Occupational Therapist	\$ 75-\$90/per 60 min
Physical Therapist	\$ 75-\$90/per 60 min
School Psychologist	\$ 80-\$95/per 60 min
COTA, SLPA, PTA	\$ 53-\$58/per 60 min
DIS Counselor or MFT	\$ 70-\$90/per 60 min
BCBA	\$ 70-\$85/per 60 min
RBT	\$ 60-\$68/per 60 min
ABA Therapist	\$ 60-\$63/per 60 min
Adapted PE Teacher	\$ 68-\$80/per 60 min
ABA Paraeducator	\$ 30-\$35/per 60 min

CNA	\$ 38-\$40/per 60 min
LVN	\$ 45-\$56/per 60 min
Certified School Nurse	\$ 85-\$116/per 60 min
Braille Aide	\$ 60-\$60/per 60 min

Therapists Unlimited, A Genesis Healthcare Company:

SLP	\$ 79/per 60 min
SLPA	\$ 55/per 60 min
OT	\$ 69/per 60 min
COTA	\$ 59/per 60 min
School Psychologist	\$ 80/per 60 min

Therapy Staff, LLC:

OT/PT	\$ 70-\$75/per 60 min
SLP	\$ 80-\$85/per 60 min
SLPA	\$ 60-\$65/per 60 min
COTA	\$ 60-\$65/per 60 min
PTA	\$ 60-\$65/per 60 min
School Psychologist	\$ 85-\$90/per 60 min

3 Chords, Inc. DBA Therapy Travelers:

SLP	\$ 85-\$110/per 60 min
SLP – CFY	\$ 75-\$85/per 60 min
SLPA	\$ 65-\$75/per 60 min
School Psychologist	\$ 90-\$120/per 60 min
OT	\$ 85-\$95/per 60 min
COTA	\$ 75-\$85/per 60 min
PT	\$ 85-\$105/per 60 min
PTA	\$ 75-\$85/per 60 min
BCBA	\$ 90-\$105/per 60 min

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

Rationale: Nonpublic agency services are utilized when the District does not have the ability to have staff in the area of service. While we are working to provide most services within the District, it is necessary to contract outside for certain services.

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

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

JL:RG:vm

CONSENT ITEM

DATE: August 13, 2019

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

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

SUBJECT: APPROVE AGREEMENT WITH SWING EDUCATION EFFECTIVE AUGUST 14, 2019

Background: Over the course of the past several years, the Fullerton School District, in addition to many other districts in the state, has faced a significant decline in the number of teacher substitutes in our substitute pool. The reduction of qualified subs has made it difficult to fill classified and certificated staff absences throughout the District. In spite of increasing the District's recruitment efforts, the District's pool has dropped from approximately 320 certificated substitutes to 195 certificated substitutes. Swing Education is akin to a temporary employment agency for substitute teachers and extensively screens its candidates. They recruit for eligible, qualified candidates outside of the district's normal recruitment pools and have a higher success rate at attracting candidates looking for temporary day-to-day substitute teacher work. Partnering with Swing Education will provide the District access to their candidates on high demand days for substitute teachers, such as professional development days, and will reduce the number of vacancies that go unfilled.

Rationale: Partnering with Swing Education will help reduce the number of unfilled vacancies for the 2019/2020 school year.

Funding: Cost not to exceed \$15,000 and is to be charged to various school site budgets as appropriate.

Recommendation: Approve agreement with Swing Education effective August 14, 2019.

CH:nm
Attachment



**CALIFORNIA -
Swing Education Services Agreement**

This **Swing Education Services Agreement** (this "Agreement") is entered into on _____ (the "Effective Date") by and between Swing Education, Inc. ("Swing Education," "we" or "us") and the School(s) listed on the signature page attached hereto ("School" or "you").

Please read this Agreement carefully before using any of the Services provided by Swing Education, including those made available to you at or through www.swingeducation.com (the "Website"), offered by Swing Education. This Agreement governs your use of the Swing Education Website and all related mobile and web services, including those from third parties that are incorporated or used in conjunction with the Swing Education website and service (collectively, the "Services").

1. Services. Swing Education agrees to provide you with:

- (a) **Access to the Services**, which allows authorized School users to post requests for substitute teachers and related professionals ("SwingSubs") on the Swing Education Website Platform ("Platform"), track and manage those requests, and view information about the SwingSubs.
- (b) **Access to Our Verification Services - California**
 - i. **Teaching Credentials.** Swing Education verifies whether a SwingSub teaching professional holds a substitute teaching permit or standard professional teaching credential, by having the SwingSub upload or submit such document to the Platform. Swing Education marks such SwingSubs as credentialed (or similar language) on the Platform. Swing Education also tracks the expiration date (if one exists) of such document. If such document expires while the SwingSub is a registered member of the Service, Swing Education will shortly thereafter label the SwingSub teaching professional as non-credentialed (or similar language). Note that School is responsible for ensuring accuracy of SwingSub requests where a permit or credential is or is not required.
 - ii. **CA DOJ Live Scan Fingerprint Background Check.** Swing Education verifies that a SwingSub working in California is eligible to work as a teacher before the SwingSub is allowed to fill requests on the Website. Swing Education does this by reviewing the results of the individual's completed Live Scan check issued by the State of California Department of Justice (DOJ) using California Education Code guidelines. Subsequent changes to the SwingSub's status are sent from DOJ to Swing Education. Swing Education prevents a SwingSub from filling requests on the Website if such changes render the SwingSub ineligible to teach, shortly after receiving notice of such changes.
 - iii. **TB Test.** Swing Education determines whether a SwingSub has obtained required TB tests before allowing a SwingSub to fill requests on the Website (according to this form, <https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/TBCB-CA-School-Staff-Volunteer-TB-Risk-Assessment.pdf>).
- (c) **Verification Process.** Swing Education reserves the right to change any of the verification processes described above if it doing such process becomes impossible or impractical to carry out as described.



- (d) **Limitations.** Swing Education provides the Services as a venue for connecting Schools and SwingSubs. Swing Education does not provide any education training, equipment, curriculum for teaching classes or students at any School, nor any other education services to either Schools or SwingSubs. Swing Education does not participate in, and the Services expressly do not include, the relationship or interaction between Schools and SwingSubs, except to provide a Website for Schools to post requests and for SwingSubs to review and accept those requests.
- (e) **Relationship with SwingSubs.** The SwingSubs are not employees, agents, or associates of Swing Education in any way and we do not exercise any control over their actions or schedules.

2. Acceptance of Appendix Terms and Website Terms of Service. By signing this Agreement, you agree to the terms in any Appendix, including Appendix A: Standard Terms. You also agree to the Website Master Terms of Service and Privacy Policy (the "Website Terms") available at www.swingeducation.com/s/Master-Terms-of-Service.pdf.

3. Payments. Payment for the services of a SwingSub will be made to Swing Education according to the following:

- (a) **Daily Pay Rates.** The School designates a Daily Pay Rate or Rates for the SwingSubs via the Website and/or by separate communication with Swing Education in its discretion (the "Daily Pay Rates"). Swing Education does not set the Daily Pay Rate or Rates.
- (b) **Amount Due Per Request.** The amount due ("Amount Due") for a request is the Daily Pay Rate plus the Service Fee (see below (d)), multiplied by the number of days requested. A SwingSub request over 4 hours is assigned the appropriate Daily Pay Rate and anything 4 hours or less is assigned half the appropriate Daily Pay Rate.
- (c) **Cancellations.** Requests that are accepted by a SwingSub, then canceled outside of 24 hrs of the start of a fill, are not subject to any fees. If the fill is canceled less than 24 hrs from the start of a fill (or any day within that fill), then the request will be subject to the Amount Due for one day (i.e., the day that starts within 24 hrs of the cancellation).
- (d) **Service Fees and Invoicing**
Swing Education charges a Service Fee or Fees set as a percentage of the Daily Pay Rate or Rates, according to one of the below options.

Option A - Payment Plan. Under Option A, upon execution of this contract, Swing Education will Invoice the School a Top-Up Amount of \$9,000, or in the alternative, the Top-Up Amount defined in the Pilot Program below, which the School will pay within 30 days. The Top-Up Amount will be held by Swing Education as an Account Balance and drawn down as Requests are rendered. Once the School's Account Balance drops below the Minimum Balance of \$3,000, Swing Education will invoice the Top-Up Amount again. Under Option A, Swing will charge a 25% Service Fee based on the Daily Pay Rates, for each Request. If the Top-Up Amount is not paid within 30 days, Swing Education reserves the right to immediately discontinue all services, or, in the alternative, to automatically switch the School to Option B. Swing Education will maintain ongoing records of the above transactions, which will be reported to the school at least quarterly. Swing Education reserves the right to change the Top-Amount based on upon running School usage, i.e., to approximately the dollar amount represented by the previous three months of active School usage (i.e., not including extended holidays).

Option B - Pay As You Go. Under Option B, upon execution of this contract, Swing Education will invoice the School for each Request on a regular basis, but no more than 30 days after each



Request. School shall pay all amounts due under each invoice within 30 days of the invoice date.

Under Option B, upon execution of this contract, Swing Education will not charge an initial Top-Up Amount. However, if both parties in the future consent to Option A, Swing Education will then invoice the School a Top-Up Amount as described under Option A above. Swing Education will charge a 35% Service Fee based on the Daily Pay Rates, for each successful fill. If an invoice is not paid within 30 days, Swing Education reserves the right to immediately discontinue all services.

School intends to utilize, (select one): Option A Option B

- (e) **Invoice Items.** School must identify any invoice item dispute to Swing Education within 60 days of the invoice in order to receive credit for such invoice item.
- (f) **Late Payments.** Late payments shall accrue interest at a rate equal to the lesser of one and one half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until paid, plus Swing Education's reasonable cost of collection. Under Option A, late payments are defined as amounts due 30 days after the Payment Plan Account Balance drops below the Minimum Balance. Under Option B, late payments are defined as any amounts due 30 days after invoice. Swing Education reserves the right to suspend or terminate School's use of the services until any outstanding balance is paid.

4. Recruitment. If you want to hire or contract directly with a SwingSub, you agree to pay Swing Education a \$2,500 finder's fee to cover costs associated with finding, screening and onboarding the SwingSub, and anticipated loss of revenue.

5. Term and Termination. Term. This Agreement shall be in effect for one year from the Effective Date, thereafter this Agreement shall automatically renew at the anniversary date of the Effective Date unless provided 30 days prior written notice of the intent to terminate this Agreement by either party.

- (a) **Termination for Cause.** Either party may seek Termination for Cause of this Agreement at any time during its term for a breach of obligations under this Agreement. Upon timely written notice of such breach, the breaching party has 30 days to cure such breach to reasonable satisfaction of both Parties. Failure to cure the breach after 30 days will allow the aggrieved Party to terminate the Agreement immediately upon receipt of such written notice by the aggrieved Party.
- (b) **Termination.** This Agreement may terminate by election of either party in accordance with the above, or shall terminate naturally if School fails to seek Engagement of any SwingSub for a period of more than 9 months.
- (c) **Effect of Termination.** Termination does not extinguish obligations to pay or rights to seek payment for Invoices outstanding under this Agreement. Upon termination, Swing Education shall have 30 days to reconcile all payments due, and return any remaining Account Balance. All or any portion of the Account Balance may be used by Swing Education to (i) cure School's default in payment of invoices and (ii) pay services completed at the School in advance of the Amount Due being collected from the School.

6. Disclaimer of Warranties. The Services are provided "as is" without any warranty and Swing Education expressly disclaims any and all warranties, express, implied or statutory, including warranties of title, noninfringement, merchantability, and fitness for a particular purpose.



EXCEPT AS EXPRESSLY SET FORTH HEREIN, SWING EDUCATION EXPRESSLY DISCLAIMS, AND YOU EXPRESSLY RELEASE SWING EDUCATION FROM, ANY AND ALL LIABILITY WHATSOEVER FOR ANY DAMAGES, SUITS, CLAIMS AND/OR CONTROVERSIES THAT HAVE ARISEN OR MAY ARISE FROM AND/OR IN ANY WAY RELATE TO ANY ACTS OR OMISSIONS OF USERS ON OR OFF THE SWING EDUCATION SERVICES, INCLUDING WITHOUT LIMITATION THE PROVISION OF ANY SERVICES BY ANY SWINGSUB. FURTHERMORE, BEYOND THE VERIFICATION SERVICES WE PROVIDE, SWING EDUCATION MAKES NO WARRANTY, REPRESENTATION OR CONDITION AS TO THE EFFECTIVENESS, COMPETENCE, SKILL, BACKGROUND, RECORD, OR BEHAVIOR OF THE SWINGSUBS. YOU HEREBY EXPRESSLY RELEASE SWING EDUCATION FROM, ANY AND ALL LIABILITY WHATSOEVER FOR ANY DAMAGES, SUITS, CLAIMS, AND/OR CONTROVERSIES THAT HAVE ARISEN OR MAY ARISE FROM AND/OR IN ANY WAY RELATE TO ANY ACTS OR OMISSIONS OF THE SWINGSUBS WHILE THEY ARE ENGAGED BY YOU, ON YOUR PREMISES, AND/OR PERFORMING THE DUTIES FOR WHICH YOU ENGAGE WITH THEM.

7. Limitation of Liability and Insurance. Swing Education takes its verification responsibilities seriously, including all the verification listed in Section 1. However, our verification responsibilities are limited to the Services specifically outlined in this Agreement, and we cannot ensure the accuracy of the results we receive from the DOJ, FBI or other agency.

Swing Education shall obtain, in order to cover the SwingSubs, general commercial liability insurance (or substantial equivalent) of at least \$1,000,000, and business accident insurance (or substantial equivalent) of at least \$125,000. Swing Education shall also obtain insurance of at least \$1,000,000 per occurrence and \$3,000,000 in aggregate for SwingSub acts of abuse or molestation of students.

EACH PARTY SHALL DEFEND INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, INCLUDING AFFILIATES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ALL CLAIMS OF THIRD PARTIES, AND ALL ASSOCIATED LOSSES, TO THE EXTENT ARISING OUT OF (A) THAT PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR (B) A MATERIAL BREACH BY THAT PARTY OF ANY OF ITS REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS UNDER THIS AGREEMENT.

EXCEPT AS REQUIRED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR MORE THAN THE AMOUNT RECEIVED BY SWING EDUCATION FROM YOU IN THE TWELVE MONTH PERIOD PRECEDING THE DATE A CLAIM IS FIRST ASSERTED.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

SWING EDUCATION, INC.

Asha Visweswaran
COO

Date: _____

Email:
asha@swingeducation.com

Address:
700 S. Claremont Street
San Mateo, CA 94402

SCHOOL:

Name:

Title:

Date: _____

Email:

Address:



Appendix A: Standard Terms

1. FERPA Compliance. The Family Educational Rights and Privacy Act ("FERPA") requires that U.S. Schools that receive certain federal funds obtain prior written consent from a parent or guardian of a minor student ("Parent") before disclosing any educational records regarding such student ("Educational Records") to third parties. While Swing Education does not anticipate any disclosure of records, if you are a School and FERPA applies to you, you hereby agree to the following:

- (a) You shall designate your selected SwingSub as an "other school official" under FERPA, who has a "legitimate educational interest" in using and accessing such Educational Records, and you hereby represent and warrant that (a) You have obtained all consents necessary in connection with disclosing any Educational Records directly or indirectly to Swing Education, Users, or otherwise in connection with the Services, and (b) Your disclosures described in (a) are not and will not be a violation of FERPA; and
- (b) You shall not disclose to Swing Education any information protected by FERPA, and that you shall indemnify and hold harmless Swing Education for any disclosures, inadvertent or otherwise, from you, your authorized users, administrators, teachers, staff, students, or other persons who have access to such information.

2. Dispute Resolution. *Please read this section carefully. It is part of your contract with Swing Education and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.*

- (a) **Applicability of Arbitration Agreement.** All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with this Agreement or the use of any product or service provided by Swing Education, including the Services, that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and Swing Education, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under this Agreement.
- (b) **Notice Requirement and Informal Dispute Resolution.** Before either party may seek arbitration, the party must first send to the other party a written notice of dispute ("Notice") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Swing Education must be sent to: Michael Teng, CEO, Swing Education, Inc., 700 S. Claremont Street, San Mateo, CA 94402 and mike@swingeducation.com. After the Notice is received, you and Swing Education may attempt to resolve the claim or dispute informally. If you and Swing Education do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.
- (c) **Arbitration Rules.** Arbitration shall be initiated through the American Arbitration Association ("AAA"), an established alternative dispute resolution provider ("ADR Provider") that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider ("Arbitration Rules") shall govern all aspects of the arbitration, including but not limited to the



method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with this Agreement. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearing. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

- (d) **Additional Rules for Non-Appearance Based Arbitration.** If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.
- (e) **Time Limits.** If you or Swing Education pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the Arbitration Rules for the pertinent claim.
- (f) **Authority of Arbitrator.** If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and Swing Education, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and this Agreement. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Swing Education.
- (g) **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and Swing Education in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND SWING EDUCATION WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.
- (h) **Confidentiality.** All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this



Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

- (i) **Severability.** If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.
- (j) **Right to Waive.** Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.
- (k) **Survival.** This Arbitration Agreement will survive the termination of your relationship with Swing Education.
- (l) **Small Claims Court.** Notwithstanding the foregoing, either you or Swing Education may bring an individual action in small claims court.
- (m) **Emergency Equitable Relief.** Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.
- (n) **Claims Not Subject to Arbitration.** Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.
- (o) **Courts.** In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within San Mateo County, California, for such purpose.

3. General Provisions

- (a) **Attorneys' Fees.** The prevailing party in any suit, action or proceeding, including arbitration, arising out of or relating to this Agreement shall be entitled to receive in addition to all other damages, the costs incurred by such party, including reasonable attorneys' fees and expenses and court costs.
- (b) **Notices.** All notices, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the designated email for Notice of a party. A Notice is effective only upon receipt by the receiving party, either at the below or or as designated on the Signature Page.
 - i. Swing Education Address: Michael Teng, CEO, Swing Education, Inc., 700 S. Claremont Street, San Mateo, CA 94402, mike@swingeducation.com
 - ii. School Address: See Signature Page
- (c) **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.



- (d) **Entire Agreement.** This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
- (e) **Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall be construed as a waiver of any failure, breach or default not expressly identified by such written waiver. No failure to exercise, or delay in exercising, or any single or partial exercise of any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof.
- (f) **Assignment.** Neither party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder.
- (g) **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- (h) **Governing Law.** This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).
- (i) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- (j) **Non-Discrimination.** Swing Education represents that it will exercise equal opportunity in the registration and assignment of all SwingSubs and acknowledges that it shall not subject any person to unlawful discrimination based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, source of income, or political affiliation in programs, activities, services, benefits, or employment in connection with this Agreement. Swing Education agrees not to discriminate on any of these bases in its practices and policies.
- (k) **Confidentiality.** Both parties may receive information that is proprietary to or confidential to the other party, or to its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this agreement or as required by law. No knowledge, possession or use of School's confidential information will be imputed to Swing Education as a result of a SwingSub's access to such information.

CONSENT ITEM

DATE: August 13, 2019
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Melissa Greenwood, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANT NUMBERED 1206 FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval is requested for warrant numbered 1206 for the 2019/2020 school year. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>		<u>Amount</u>
01	General Fund	\$1,568.13
	Total	<u>\$1,568.13</u>

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

Funding: The total amount presented for approval is \$1,568.13 from District 48, General Fund.

Recommendation: Approve/Ratify warrant numbered 1206 for the 2019/2020 school year.

RC:MG:yd

CONSENT ITEM

DATE: August 13, 2019

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

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

PREPARED BY: Damian Ibarra, Supervisor, Business Services

SUBJECT: **ADOPT RESOLUTIONS NUMBERED 18/19-B40-001 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

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

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

Funding: Not applicable.

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

RC:DI:yd
Attachment

**FULLERTON SCHOOL DISTRICT
CFD No. 2000-1 (Van Daele)
Orange County, California
RESOLUTION FOR BUDGET ADJUSTMENT
District 40**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that the previously budgeted income in the amount of \$5 will not be received. It is hereby resolved to adjust accounts according to Section 42602 of the Education Code of California as follows:

GENERAL FUND 01

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8611	Voted Indebt Levy Secured	- \$113
8660	Interest	108
	Total:	- \$5

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
5000	Services & Other Operating Expenses	-6,675
7000	All Other Financing Uses	-2,091
9780	Other Designations	8,761
	Total:	- \$5

Explanation: This Resolution reflects adjustments to interest, tax revenue and other projected expenditures in the General Fund for District 40 (CFD No. 2000-1).

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

Date: _____

By: _____

CONSENT ITEM

DATE: August 13, 2019

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

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

PREPARED BY: Damian Ibarra, Supervisor, Business Services

SUBJECT: **ADOPT RESOLUTION NUMBERED 19/20-B001 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

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

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

Funding: Not applicable.

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

RC:DI:yd
Attachment

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$24,035 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

**GENERAL FUND 01
RESTRICTED**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8699	All Other Local Revenue	\$24,035
	Total:	\$24,035

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
4000	Books and Supplies	\$24,035
	Total:	\$24,035

Explanation: This Resolution reflects an increase from All the Arts and adjustments to projected expenditures in the restricted General Fund.

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

Date: _____

By: _____

CONSENT ITEM

DATE: August 13, 2019

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

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

PREPARED BY: Damian Ibarra, Supervisor, Business Services

SUBJECT: **ADOPT RESOLUTION NUMBERED 18/19-B042 THROUGH 18/19-B047 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

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

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

Funding: Not applicable.

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

RC:DI:yd
Attachment

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$12,404 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

**GENERAL FUND 01
UNRESTRICTED**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8699	All Other Local Revenue	<u>\$12,404</u>
	Total:	<u>\$12,404</u>

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	<u>\$65,314</u>
2000	Classified Salaries	10,878
3000	Employee Benefits	44,439
4000	Books and Supplies	-132,235
5000	Services & Other Operating Expenses	<u>24,008</u>
	Total:	<u>\$12,404</u>

Explanation: This Resolution reflects an increase in ASB reimbursements and adjustments to projected expenditures in the unrestricted General Fund.

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

Date: _____

By: _____

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$320,984 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

**GENERAL FUND 01
RESTRICTED**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8290	All Other Federal Revenue	\$50,801
8699	All Other Local Revenue	270,183
	Total:	<u>\$320,984</u>

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	-\$4,875
2000	Classified Salaries	1,098
3000	Employee Benefits	-8,329
4000	Books and Supplies	297,177
5000	Services & Other Operating Expenses	34,431
7000	Other Outgo	1,482
	Total:	<u>\$320,984</u>

Explanation: This Resolution reflects revenue increases for Title II Teacher Quality, Title III English Learner Student Program, Title III Immigrant Student Program, Title IV Student Support and Academic Enrichment Grant (SSAE), and Early Learning Inclusive Pre-School (ELIP). It also includes increases for donations from various school sites, PTAs and foundations, as well as adjustments to projected expenditures in the restricted General Fund.

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

Date: _____

By: _____

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

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

CHILD DEVELOPMENT FUND 12

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$6,231
2000	Classified Salaries	1,349
3000	Employee Benefits	-3,977
4000	Books and Supplies	-2,441
5000	Services & Other Operating Expenses	-1,162
	Total:	\$0

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

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

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

Date: _____

By: _____

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

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

**GENERAL FUND 01
UNRESTRICTED**

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$22,786
2000	Classified Salaries	3,876
3000	Employee Benefits	3,363
4000	Books and Supplies	15,667
5000	Services & Other Operating Expenses	140
9789	Reserve for Economic Uncertainties	-45,832
	Total:	\$0

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

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

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

Date: _____

By: _____

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$13,499 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

**GENERAL FUND 01
RESTRICTED**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8290	All Other Federal Revenue	\$13,499
	Total:	\$13,499

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$97,803
2000	Classified Salaries	2,324
3000	Employee Benefits	10,817
4000	Books and Supplies	-104,883
5000	Services & Other Operating Expenses	7,437
7000	Other Outgo	1
	Total:	\$13,499

Explanation: This Resolution reflects a revenue increase for Title I and adjustments to projected expenditures in the restricted General Fund.

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

Date: _____

By: _____

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$94,000 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

CHILD DEVELOPMENT FUND 12

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8590	All Other State Revenue	\$94,000
	Total:	\$94,000

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$1,840
2000	Classified Salaries	-78,992
3000	Employee Benefits	-34,404
4000	Books and Supplies	200,601
5000	Services & Other Operating Expenses	916
7000	Other Outgo	4,039
	Total:	\$94,000

Explanation: This Resolution reflects an increase in revenue for Quality Rating and Improvement System (QRIS) and adjustments to projected expenditures in the Child Development Fund.

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

Date: _____

By: _____

CONSENT ITEM

DATE: August 13, 2019

TO: Board of Trustees

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

SUBJECT: **APPROVE/RATIFY OUT-OF-STATE CONFERENCE ATTENDANCE FOR DR. ROBERT PLETKA AND JEREMY DAVIS TO ATTEND THE LEAGUE OF INNOVATIVE SCHOOLS SPRING MEETING IN LOUDOUN COUNTY, VIRGINIA, OCTOBER 16-18, 2019**

Background: Fullerton School District is one of nineteen new school districts accepted into the League of Innovative Schools, a national coalition of forward-thinking school districts organized by Digital Promise, an independent, bipartisan nonprofit organization authorized by Congress to accelerate innovation in education. Fullerton School District was selected from a competitive and national pool of applicants based on its leadership, evidence of results, innovative vision for learning, and commitment to collaboration.

Rationale: Board of Trustees approves out-of-state conferences.

Funding: Cost not to exceed \$4,000 to be paid from Superintendent's Office budget #526 (\$2000) and Innovation and Instructional Support Services budget #409 (\$2000).

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

RP:cs