

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  
Tuesday, July 28, 2020  
Minutes of the Regular Meeting of the Board of Trustees  
3:30 p.m. Closed Session, 4:00 p.m. Open Session  
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

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

Vice President Hilda Sugarman called a Regular meeting of the Fullerton School District Board of Trustees to order at 3:33 p.m. and Dr. Chad Hammitt led the pledge of allegiance to the flag. The Board of Trustees participated remotely via Zoom Teleconference. Executive Cabinet participated in-person at the District Office.

Board Members present: Beverly Berryman Janny Meyer, Hilda Sugarman, Aaruni Thakur  
(all via Zoom Teleconference)  
*Jeanette Vazquez absent*

Administration present: Dr. Robert Pletka, Dr. Robert Coghlan, Jeremy Davis, Dr. Chad Hammitt,  
Julienne Lee (all via in-person)

Recess to Closed Session – Agenda

At 3:34 p.m., the Board recessed to Closed Session for: •Conference with District’s Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Dr. Chad Hammitt [Government Code sections 54954.5(f), 54957.6]; •Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]: Superintendent Evaluation Process and Timeline

No public comments prior to Closed Session.

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

Vice President Sugarman called a Regular meeting of the Fullerton School District Board of Trustees to order at 4:13 p.m. and Dr. Chad Hammitt led the pledge of allegiance. There was no report from Closed Session.

Superintendent’s Report

Dr. Pletka expressed his appreciation for all staff that are diligently working to prepare for Distance Learning including classified staff, teachers, and administrators.

Information from the Board of Trustees

Trustee Thakur- He expressed his thankfulness to teachers for their ongoing support preparing for Distance Learning and reaching an MOU on what Distance Learning will look like. He stated the safety of everyone is important and this school year will bring challenges as well to parents who are assisting their children through these difficult times. Trustee Thakur stated his son participated in the Speech and Debate virtual summer program and it was very successful.

Trustee Meyer – She, too, thanked all staff for their efforts and hard work during these unprecedented times. She stated one of her favorite times is the beginning of the school year and the Districtwide staff welcome back event. She referenced the book “Pulling Together”.

Trustee Berryman- She expressed how gratitude for the PAL process and that the District works well together with the Associations for the goal of serving students. She stated that we are in this together and on the same team. Trustee Berryman stated she has reflected on the last couple of Board Meetings. She pledges to continue learning and do a better job.

Trustee Sugarman– She stated the Board has been reading and taking into account the numerous public comments. She stated it is a great feeling that FSD is on top of addressing concerns and listening to the

voices of the public. Trustee Sugarman congratulated and commended Grace K. (FSD student) and many other students who passed the advanced placement exam. Trustee Sugarman reminded everyone the Fullerton Education Foundation is holding a fundraiser for \$30 that allows for one flocking of flamingos to an individual home/company.

President Vazquez –absent

Information from DELAC, PTA, FETA, CSEA, FESMA- DELAC-

DELAC- Egleth Nuncci- Our DELAC is supportive of the decisions that the District and Board are taking. We understand the difficulty of the current situation and believe that everyone is doing what is best for all our students. Our parent community has various questions and concerns that need to be specifically addressed. We are asking that the District provide resources for parents to be able to ask questions. In addition, every school needs to have a way to communicate with multilingual parents. Unfortunately, during the Zoom Board Meetings, our bilingual parents are unable to participate due to the language barrier. I ask that Board Meetings be translated via Zoom. Additionally, I want to say that it is important that our parents receive technology training in order for them to be able to help and supervise their children during Distance Learning.

I want to thank all the District staff for their continued support towards our families and specially to the Board, Dr. Pletka, Executive Cabinet, Sue Albano and Rossana Fonseca for their constant willingness to address the concerns of our parents.

PTA Council- Wendy Reid and Christy Carter:

With the School year starting with Distance Learning, our Council and units will be finding their way via virtual meetings and online membership drive. We hope that all of our school and community members will remember to join their local PTA and support the largest child advocacy association in the country.

CSEA- Joanne Declaro on behalf of Marleen Acosta: It is amazing that we are officially at the end of our summer and now back to work. For many classified staff, not to mention the School Board, Cabinet, certificated staff and administrators the work never stopped. It was all about preparing as much as possible for the new school year, which would be different than any other. This summer, if we can call it that, was a blur of meetings of all kinds, primarily by the most popular platform, Zoom.

CSEA also took advantage of this technology and held our chapter meetings via Zoom for the first time, with higher than in-person attendance. CSEA chapter Executive Board members JoAnne Declaro, Terri Gonzalez, and myself attended the first ever CSEA Virtual Annual Conference. As expected, the online conference attracted participation in record numbers, the highest in the Associations history.

In returning to work, we are like the crew of the starship Enterprise, going boldly where no man has gone before.” Our continuing mission is to educate the children of Fullerton, seeking equity for all while providing new opportunities for learning and connection, in spite of the physical restrictions of our time. Thank you Dr. Pletka, Board, and Cabinet for your leadership during such a tumultuous time and for doing your best to the meet the concerns of all stakeholders, especially the children of the Fullerton School District.

FETA- Mark Jacobs:

I would like to report to you that FETA’s Bargaining Team has been working with Chad and Julienne tirelessly since the end of school. It has truly been a working summer for us. FETA and FSD have collaboratively worked in a multitude of Zoom meetings, dealing with the ever changing state and local guidelines, toward planning for a physical return in the fall. With a dramatic increase in COVID cases, we began to prepare for the possibility of a shift to Distance Learning for the beginning of the school year. The Governor’s announcement to close school districts on the Governor’s Watch List on

Friday, July 17, made the shift to Distance Learning for us, a certainty. For the past 10-days, FETA's Bargaining Team has voluntarily and tirelessly worked on a MOU to ensure safety precautions and options for our teachers. There is a lot of scary information related to this virus, some accurate, some not, that truly has many of our teachers fearful and conflicted. FETA spent countless hours deliberating on details regarding teacher safety, face coverings, expected hygiene procedures, daily cleaning and disinfecting, what the new rigorous Distance Learning mandated by the governor will look like, how "live" or synchronous and asynchronous teaching will work successfully, options for teachers to work safely from home and/or from their own classrooms, and a myriad of other details that resulted in a 14 page MOU... the longest in FETA/FSD history. I would like to thank my Bargaining Team Chair, Pamela Zinnel and her team, Shelly Behrns, Stephanie Hitz, Kristin Montoya, and Christine Stolo for their dedication, hard work, and for sacrificing their summer break! FETA would like to thank Dr. Pletka, Dr. Hammit, Dr. Lee and their team for their responsiveness and effective collaboration as we worked in the Spirit of PAL, advocating for our teachers, seeking consensus, and to "not-letting-each other fail."

With that said and a signed MOU, FETA acknowledges that the return to DL in the fall will **not** be like our remote learning in spring. The district is requiring new demands, guidelines, and accountability on teachers in the Distance Learning plan that have never before been asked, or attempted. FETA teachers are ready to teach, but are overall uncertain how the extended, monitored live synchronous and asynchronous teaching will all work, as SPED, Preschool, lower grades, upper grades, and junior high all have unique instructional and logistical constraints that make planning and teaching online truly overwhelming. There is no way to prepare for every contingency and we will have to address many needs and problems as they arise. We can control things on our side of the screen but there are many challenges and accountability concerns on the other side of the screen. We fully expect the need to revisit, modify, and improve our plans based on the uniqueness of our programs and students, as we don't know, what we don't know. This is a work in progress. Therefore, we ask for understanding and flexibility from you and our site administrators, as, together, we all embark on this new teaching journey.

#### Speech and Debate Summer Camp Program

Dr. Julienee Lee, Assistant of Educational Services, shared an update regarding the Speech and Debate Summer Camp Program.

#### Approve Minutes

It was moved by Janny Meyer, seconded Beverly Berryman, and carried 4-0 to pull the adjourned Regular Meeting on June 25, 2020 and approve at a future Board meeting. Trustee Meyer also moved, seconded by Beverly Berryman, and carried 4-0 to approve the following Minutes:

Regular Meeting June 23, 2020  
Special Meeting July 02, 2020  
Special Meeting July 16, 2020  
Special Meeting July 20, 2020

#### Action Item:

Approve agenda as listed below. Trustee Berryman moved, seconded by Trustee Meyer, to address the COVID-19 Update before the Consent Agenda items and it was carried 4-0.

#### COVID-19 Update addressed at this time.

Dr. Bob Pletka, Dr. Julienne Lee, Pamela Zinnel (FSD teacher), Mark Jacobs (FSD teacher), Dr. Robin Gilligan (Director of Student Support Services), and Jeremy Davis (Assistant Superintendent of Innovation and Instruction Support presented and update regarding Covid-19.

#### Approve Consent Agenda and/or Request to Move an Item to Action

#### Consent Items

Moved by Trustee Berryman, seconded by Trustee Meyer, and carried 4-0 to approve the consent items excluding #1a. The Board commented on consent items #1b and #1ff and #1gg. Revised Consent Item #1a was pulled for a separate vote.



Regarding Revised Certificated Personnel Report #1a: It was moved by Trustee Meyer, seconded by Trustee Thakur, and carried 4-0 to approve Revised Certificated Personnel Report to approve new Assistant Principal at Pacific Drive School: Susan Guidi.

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 N22D0363 through N22D0370, N22E0387 through N22E0405, N22M0314, N22R1220 through N22R1238, N22V0163 through N22V0168, P22B0001, P22D0001 through P22D0006, P22L0001 through P22L0005, P22M0001 through P22M0030, P22R0002 through P22R0101, P22V0001 through P22V0025, P22X0001 through P22X0128, P22Y0001 through P22Y0060, P22Z0001 through P22Z0073 for the 2019/2020 and 2020/2021 school years.

1d. Approve/Ratify Nutrition Services purchase orders numbered 220693 through 220734 for the 2019/2020 school year and purchase orders numbered 230000 through 230061 for the 2020/2021 school year.

1e. Approve/Ratify warrants numbered 128305 through 128682 for the 2019/2020 and 2020/2021 school years.

1f. Approve/Ratify Nutrition Services warrants numbered 14401 through 14418 for the 2019/2020 school year and 14419 through 14447 for the 2020/2021 school year.

1g. Approve submission to the California Department of Education of the spring Consolidated Application for Funding Categorical Aid Programs for the 2020/2021 school year.

1h. Approve Renewed Placement Agreement with University of Southern California (USC) effective August 1, 2020, through June 30, 2023.

1i. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 4 (April 1, 2020- June 30, 2020).

1j. Approve/Ratify Renewed Retainer Agreement of legal services with the Law Offices of Best, Best & Krieger effective during the 2020/2021 fiscal year.

1k. Approve/Ratify the Inclusive Early Education Expansion Program Grant effective June 15, 2020 through December 31, 2024.

1l. Approve new Independent Contractor Agreements with Boys & Girls Club of Fullerton and City of Fullerton for services provided in support of Proposition 49 Grant-Funded After School Education and Safety Program for the 2020/2021 school year from August 11, 2020 through May 28, 2021.

1m. Approve new Educational Consulting Agreement between Fullerton School District and North Orange County Community College District to provide college courses for grades 7 & 8 students effective August 24, 2020 through December 12, 2020.

1n. Approve new Agreement between Fullerton School District and Advantage Communications for the Speech and Debate Program for the 2020/2021 school year.

1o. Approve/Ratify revised Contract Addendum between Fullerton School District and Advancement Via Individual Determination (AVID) to provide support and training for District staff.

1p. Adopt resolutions numbered 19/20-B039 through 19/20-B040 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for

submission to the Orange County Superintendent of Schools.

1q. Adopt resolution numbered 20/21-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.

1r. Approve/Ratify warrant numbered 1216 for the 2019/2020 school year.

1s. Approve/Ratify new affiliation agreement of unpaid dietetic student internship agreement with Lagniappe Wellness, effective July 1, 2020 through June 30, 2025.

1t. Approve/Ratify EMS-ISITE software school nutrition network, hardware, support, and maintenance beginning July 1, 2020 through June 30, 2021.

1u. Approve renewal of Harris School Solutions software, hardware, support, and maintenance agreement for the 2020/2021 year.

1v. Approve/Ratify renewal of piggyback contract between Fullerton School District and P&R Paper Supply from Saddleback Unified School District - Beach Cities Cooperative Bid No. 18-01 for paper products delivery service during the 2020/2021 school year.

1w. Approve/Ratify new piggyback contract between Fullerton School District and Galasso's Bakery, from Garden Grove Unified School District RFP No. 1806 for fresh bread and bakery products for the 2020/2021 school year.

1x. Approve/Renew the piggyback between Fullerton School District and Torrance Unified School District Bid No. 10-04-09-19, for classroom and office furniture from various vendors.

1y. Approve/Renew the piggyback bid for the purchase, lease, relocation, dismantling, and removal of Division of State Architect (DSA) approved portable buildings from Elite Modular Leasing and Sales, Inc. from Savanna School District Bid SSPU, #40-09/2016-17.

1z. Approve/Renew the piggyback from Placentia-Yorba Linda Unified School District Bid No. 218-09, for Janitorial Supplies from Glasby Maintenance Supply.

1aa. Award a contract to KYA Services, LCC, pursuant to the State of California Multiple Award Schedules (CMAS) contract number 4-20-78-0089C, for the purchase of flooring materials, playground equipment and sport surface synthetic track.

1bb. Approve Classified tuition reimbursement.

1cc. Approve purchase of hotspots from Verizon Wireless for district-provided internet for 2020/2021 school year.

1dd. Approve contract between Fullerton School District and COMPanion Corporation for the 2020/2021 school year.

1ee. Approve amendment between the Fullerton School District and Canvas to provide additional licenses if needed for the 2020/2021 school year.

1ff. Approve amendment between the Fullerton School District and Florida Virtual Schools to purchase additional licenses as needed for the 2020-2021 school year.

1gg. Approve/Ratify contract between the Fullerton School District and PowerSchool for Ed-Fi Integration implementation, maintenance and support for 2020/2021 school year.

1hh. Award a contract to the State of California Department of General Services No. AR3230: Data Communication Products and Services.

1ii. Approve/Ratify Classified Personnel Report.

#### Public Hearing

Vice President Sugarman conducted a public hearing at 6:01 p.m. to allow for public comment regarding Adoption of Resolution #20/21-01 to establish temporary interfund transfers of special or restricted fund monies. Hearing no public comments, the public hearing was closed at 6:04 p.m.

#### Discussion/Action Items:

2a. Adopt Resolution #20/21-01 to establish temporary interfund transfers of special or restricted fund monies.

It was moved by Aaruni Thakur, seconded by Beverly Berryman, and carried 5-0 to Adopt Resolution #20/21-01 to establish temporary interfund transfers of special or restricted fund monies (Roll call taken).

2b. Adopt Resolution #20/21-03 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 Aaruni Thakur, seconded by Janny Meyer, and carried 5-0 to Adopt Resolution #20/21-03 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) (Roll call taken).

2c. Adopt Resolution #20/21-04 authorizing and providing for the levying of special taxes within Community Facilities District 2000-1 (District 40, Van Daele).

It was moved by Beverly Berryman, seconded by Janny Meyer, and carried 4-0 to Adopt Resolution #20/21-04 authorizing and providing for the levying of special taxes within Community Facilities District 2000-1 (District 40, Van Daele)- #2c AND to Adopt Resolution #20/21-05 authorizing and providing for the levying of special taxes within Community Facilities District 2001-1 (District 48, Amerige Heights)- #2d (Roll call was taken).

2d. Adopt Resolution #20/21-05 authorizing and providing for the levying of special taxes within Community Facilities District 2001-1 (District 48, Amerige Heights).

Item #2d was approved above.

2e. Approve settlement agreement with ASTRA Builders, Inc.

It was moved by Aaruni Thakur, seconded by Beverly Berryman, and carried 4-0 to Approve settlement agreement with ASTRA Builders, Inc. (Roll call was taken).

2f. Adopt/ratify Resolution #20/21-02 establishing the Student Activity Fund (Fund 08).

It was moved by Beverly Berryman, seconded by Aaruni Thakur, and carried 4-0 to Adopt/ratify Resolution #20/21-02 establishing the Student Activity Fund (Fund 08) (Roll call was taken).

#### Presentation:

Dr. Jeremy Davis presented options for Online Agenda software for Board Agendas and meetings.

2g. Approve online Agenda Agreement

Option A: Approve Service Agreement #Q-499608 between the Fullerton School District and Diligent Corporation for the 2020-2021 school year.

Option B: Approve Service Agreement between the Fullerton School District and California School Boards Association's (CSBA) GAMUT for the 2020-2021 school year.

It was moved by Janny Meyer, seconded by Beverly Berryman, and carried 4-0 to approve Option A (Roll call was taken). Trustee Thakur requested information regarding costs of transcribing audio recordings.

2h. Determine legal counsel attendance for future Board Meetings.

This item was tabled for discussion/action at the August 11, 2020, Board Meeting.

2i. Determine Open Session start time for the August 11, 2020 Board Meeting and future Board Meetings.

This item was tabled for discussion/action at the August 11, 2020, Board Meeting.

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

Trustee Thakur requested an update regarding the Listening Tour Committee.

Vice President Sugarman adjourned the Regular meeting on July 28, 2020, at 6:45 p.m.

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Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT  
Minutes of the Special Meeting of the Board of Trustees  
Wednesday, August 05, 2020  
5:00 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

Vice President Hilda Sugarman called a Regular meeting of the Fullerton School District Board of Trustees at 5:14 p.m. and Dr. Ecker led the pledge of allegiance. The Board of Trustees participated remotely via Zoom Teleconference.

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

Administration present: Dr. Robert Pletka (via in-person)

Guests present: Marc Ecker-Leadership Associates and Joey Sanchez-BB&K Law Firm

Public Comments:

Two public comments were read by Carmen Serna, Executive Assistant to the Superintendent

Trustee Meyer made a motion to move Discussion/Action Item on Board Role and Communication with LCAP and other District Committees first. It was seconded by Trustee Berryman and carried 4-0. Board directed Dr. Pletka to draft a letter to the LCAP Committee and the Board shared what they would like the letter to address.

Dr. Ecker and the Board held discussion regarding Board Protocols regarding Board Member requests for information from the District staff, Board Protocol regarding setting Board agendas, Board Members response to community complaints or concerns, progress of items to action, and Board deliberation.

The Board recessed at 6:57 p.m. and resumed Open Session at 7:02 p.m.

The Board continued to hold discussion regarding Board Protocols relating to Unified Board, Board Meeting timing, individual Board Members meeting with staff, spokesperson of the Board, and use of electronic communication and social media.

Adjournment:

Vice President Sugarman adjourned the Special meeting on August 05, 2020, at 8:01 p.m.

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Clerk/Secretary, Board of Trustees

Public Comments:

Comment 1:

My name is Vivien Moreno. As a parent and PTA representative I have participated in the LCAP process at FSD and FJUHS for the past 6 years. After years striving to positively share parent's concerns with administrators, I was excited about a documented process where parents directly communicated their priorities to administration and the board. Parents now share ways to shape our children's school experience and let administration know what was successful from their own perspective. Some parents have found LCAP participation uncomfortable while discussing confusing concepts in an educational lexicon, and I worried that parents would be overwhelmed and not participate. Many parents persisted and I stayed in this process because it is the one place where parents can ask the questions, take

center stage, and tell their stories. Other stakeholders, like administrators and the board members, already have a platform to make their case for best practices in the educational environment. Everyone should respect each stakeholder platform and listen when it is appropriate and speak up when they have the floor. Taking the floor during another stakeholder's time may be done with the best of intentions and even align with that group's point of view, but it is inappropriate to appropriate their platform. If parents feel intimidated to speak up, then it is the responsibility of the administration and the trustees to provide more chances for them to feel comfortable sharing during their engagement time, not dictate how or what they contribute. A protocol for all stakeholders (in this case, the trustees) for addressing LCAP meetings may be in order for new trustees who may be crossing from a parent or a teacher role to don a new board member role. A timely reminder of each of the stakeholder's responsibilities during the LCAP process may lead to greater communication between all groups and gain a greater understanding of the different perspectives.

Thank you for your time,  
Respectfully,  
Vivien Moreno

Comment 2:

I hope you have been healthy and safe. Thank you for meeting throughout the summer to address issues currently effecting our students (and families). I am a parent of two children in the Fullerton School District. First I want to thank our District, and a special thank you to our Superintendent Dr. Pletka, who has always made parent input an integral part of any process. I am so blessed to know our parents voices are heard and can have an impact.

With that said, I would like to please ask our Board to evaluate the needs of ALL school sites when looking at the LCAP breakdown for the upcoming years. We are all living in unpredictable times. What used to be predictable is no longer the case for many families and students in all of our schools. At my child's elementary school, we took great pride in the high number of on-site parent volunteers, many who took "projects" home to assist their children's school in area where we lacked the resources due to not being allocated the funds. We don't know when parent volunteers will be allowed nor do we know the financial impact the pandemic has caused to many families. However the one thing that is evident is ALL students and ALL schools have the same needs - to learn, to feel safe, to not be hungry and to know they matter and that their teachers and school cares about their well being.

I was part of the LCAP two years ago and my input as a parent was welcomed. At the time, Dr. Emy Flores specifically heard my input and made sure that Delta Math was offered at more schools including my child's own school. My daughter ended up being part of the delta math club the next school year and I saw her confidence in math skills grow. This exemplifies the perfect example of parent input, district listening and modifying the LCAP in an effort to meet the needs of all students.

It is my hope that as we continue with this year's LCAP which is now the LCP, that you will continue to truly listen to all parents inputs. While the upcoming school year will be different, I am hopeful it will be a successful school year for all.

Thank you very much for your time.

Sincerely,  
Cathy Carley

FULLERTON SCHOOL DISTRICT  
Agenda for Regular Meeting of the Board of Trustees  
Tuesday, August 11, 2020  
6:00 p.m. Open Session  
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California  
**Via Zoom Teleconference**

Pursuant to Governor Newsom's Executive Order N-29-20, this Regular Meeting of the Fullerton School District Board shall be held by teleconference. Trustees of Fullerton School District Board and the public shall participate in this meeting via teleconference.

**THIS MEETING WILL BE TAPE RECORDED AND LIVE STREAMED.**

**YOU CAN ACCESS THE LIVE STREAM VIDEO AT: [Http://bit.ly/fsdinnovationonyoutube](http://bit.ly/fsdinnovationonyoutube)**

*\*The video recording of this meeting will be posted to the District's YouTube site and the District will utilize YouTube's closed captioning software to enhance the meeting with closed captioning. YouTube's closed captioning is not 100% accurate. We apologize if YouTube places any inappropriate words into the meeting content by accident. The closed captioning cannot be considered part of the public record as it is not a word-for-word accurate representation of the meeting.*

The Public may listen to this meeting by accessing the following audio:

**(669) 900-9128 or (253) 215 -8782 or (346) 248-7799 (toll charges may apply)**

**Webinar ID: 817 1033 6651**

**Password: 238529**

**Public comment may be submitted by email to [publiccomment@myfsd.org](mailto:publiccomment@myfsd.org) on or before Tuesday, August 11, 2020 at 2:30 p.m. and include first and last name of person submitting public comment. Please limit comments to 450 words or less to address the Board on each agenda or non-agenda item. An email for public comment must be submitted by specific agenda item or topic and not combined.**

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

Superintendent's Report

• Listening Tour Committee Update

Information from the Board of Trustees

Information from DELAC, PTA, FETA, CSEA, FESMA

Public Comments

Public Comments/Persons Addressing the Board – Policy

The Board meeting follows rules of decorum. Per Board Bylaw 9323, persons who wish to comment on topics included on the Open Session Agenda item are invited to submit comments via email to the following email address [publiccomment@myfsd.org](mailto:publiccomment@myfsd.org) on or before Tuesday, August 11, 2020 at 2:30 pm and include first and last name of person submitting public comment. Please limit comments to 450 words or less to address the Board on each agenda or non-agenda item. An email for public comment must be submitted by specific agenda item or topic and not combined. All comments submitted will be read aloud during the meeting by Carmen Serna (Executive

Assistant to the Superintendent) or designee. Please note, all email correspondence relating to this meeting will become part of the Board minutes and will be screened for appropriate content.

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.

#### Approve Minutes

Regular Meeting July 28, 2020

Special Meeting August 5, 2020

#### Action Item:

Approve agenda as listed below

#### COVID-19 Update

### **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 P22D0007, P22M0031 through P22M0053, P22R0102 through P22R0134, P22T0002, P22V0026 through P22V0039, P22X0129 through P22X0141 for the 2020/2021 school year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 230062 through 230071 for the 2020-2021 school year.

1e. Approve/Ratify warrants numbered 128683 through 128832 for the 2020/2021 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 14448 through 14457 for the 2020-2021 school year.



1g. Approve/Ratify recurring 2020/2021 Memorandum of Understanding between the Fullerton School District and Anaheim Elementary School District for special education programs and services effective July 1, 2020 through June 30, 2021.

1h. Approve/Ratify recurring 2020/2021 Memorandum of Understanding between the Fullerton School District and Centralia School District for special education programs and services effective July 1, 2020 through June 30, 2021.

1i. Approve recurring Nonpublic Agency Master Contract between Fullerton School District and Haynes Family of Programs dba S.T.A.R. Academy effective August 12, 2020 through June 30, 2021.

1j. Approve/Ratify recurring agreement for participation in the Fullerton School District Teacher Induction Program between Fullerton School District, Buena Park School District, and La Habra City School District effective August 6, 2020 through June 30, 2021.

1k. Approve recurring agreement with Marzano Research Laboratory to provide Fullerton School District with High-Reliability Schools (HRS) Professional Development for the 2020/2021 school year.

1l. Approve/Ratify recurring agreement between Fullerton School District and Orange County Department of Education Business Division for School-Based Medi-Cal Administrative Activities effective July 1, 2020 through June 30, 2021.

1m. Approve recurring Nonpublic School Master Contract between Fullerton School District and Professional Tutors of America effective August 12, 2020 through June 30, 2021.

1n. Approve recurring 2020/2021 Independent Contractor Agreements with Allied Interpreting, Danita Eshman, Gomez & Associates, Marshall B. Ketchem University, Secure Transportation, and Tasha's Training and Consulting.

1o. Approve/Ratify warrant numbered 1130 for the 2020/2021 school year.

1p. Approve/Ratify warrant numbered 1217 for the 2020/2021 school year.

1q. Adopt resolutions numbered 19/20-B041 through 19/20-B042 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1r. Adopt resolutions numbered 20/21-B002 through 20/21-B003 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1s. Approve the new proposal/agreement with Facility Solutions Group for the installation of a Global Plasma Solutions Ionization System within the Parks Junior High School multi-classroom building.

1t. Approve/Ratify Classified Personnel Report.

1u. Approve new 6-month licensing agreement between Fullerton School District and Curriculum Associates for iReady Personalized Instruction from August 11, 2020 through February 10, 2020.

Discussion/Action Items:

2a. Approve Memorandum of Understanding for return to work and instructional programs for the 2020/2021 school year between the Fullerton School District and Fullerton Elementary Teachers Association (FETA).

2b. Determine legal counsel attendance for future Board Meetings.

2c. Determine Open Session start time for future Board Meetings.

2d. Direction from the Board regarding format of minutes for the June 25, 2020 adjourned meeting and format of minutes for all future Board meetings.

Action Item: Re-Organization of the Board of Trustees

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 8, 2020, at 6:00 p.m. (Virtual Meeting). in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California. Translation services are available upon request. Please contact Carmen Serna, in the Superintendent's Office (714) 447-7405 (carmen\_serna@myfsd.org), if you would like a Korean or Spanish interpreter to be available at a Board of Trustee Meeting (72 hours prior to a Board Meeting).

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

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

In compliance with the Americans with Disabilities Act, if you need special assistance to access the Board meeting room or to otherwise participate at this meeting, including auxiliary aids or services, please contact the Superintendent's Office at (714) 447-7405. Notification at least 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure Accessibility to the Board meeting.

CONSENT ITEM

**DATE:** August 11, 2020  
**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), FTE change(s), new hire(s), rehire(s), retirement(s), and stipend(s).

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

CH:nm  
Attachment

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT  
PRESENTED TO THE BOARD OF TRUSTEES ON AUGUST 11, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
PR21-00111	Fotinakes	Alex	Ladera Vista	Speech	Extra Hours	Extra Hours to (8/month over 10 months; NTE 80 hours) for CFY Supervision of SLP Taylor Armstrong (Budget #0114154101-1101)	8/7/2020 - 05/28/2021
PR21-00199	Behrns	Shelley	Maple	Teacher	Extra Hours	Extra hours provided for negotiations during summer. NTE 8 hours total per teacher (Budget #0152351709-1101)	7/1/2020 - 8/6/2020
PR21-00199	Hitz	Stephanie	Hermosa Drive	Teacher	Extra Hours	Extra hours provided for negotiations during summer. NTE 8 hours total per teacher (Budget #0152351709-1101)	7/1/2020 - 8/6/2020
PR21-00199	Jacobs	Mark	Raymond	Teacher	Extra Hours	Extra hours provided for negotiations during summer. NTE 8 hours total per teacher (Budget #0152351709-1101)	7/1/2020 - 8/6/2020
PR21-00199	Montoya	Kristin	Ladera Vista	Teacher	Extra Hours	Extra hours provided for negotiations during summer. NTE 8 hours total per teacher (Budget #0152351709-1101)	7/1/2020 - 8/6/2020
PR21-00199	Stolo	Christine	Orangethorpe	Teacher	Extra Hours	Extra hours provided for negotiations during summer. NTE 8 hours total per teacher (Budget #0152351709-1101)	7/1/2020 - 8/6/2020
PR21-00199	Zinnel	Pamela	Hermosa Drive	Teacher	Extra Hours	Extra hours provided for negotiations during summer. NTE 8 hours total per teacher (Budget #0152351709-1101)	7/1/2020 - 8/6/2020
PR21-00112	McCreary	Elizabeth	Golden Hill	Speech	Extra Hours	Extra 8 hours per month over a 10 month period (NOT TO EXCEED 80 HOURS) for CFY supervision of SLP Heather Stapleton during the 2020-2021 school year. (Budget #0114154101-1101)	08/11/2020 - 5/28/2021
PR21-00122	Poirier	Jennifer	Laguna	Teacher	FTE Change	Increase FTE from .5 to 1.0 (Budget #0110018101-1100)	8/7/20
PR21-00162	Morgan	Amy	Sunset Lane	Teacher	FTE Change	Increase FTE from .6 to 1.0 (ending job share) Budget #0110027101-1100	8/7/20
	Katsuki	Katlin	TBD	Substitute Teacher	New Hire	Budget #100	7/15/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT  
PRESENTED TO THE BOARD OF TRUSTEES ON AUGUST 11, 2020

	Anderson	Ryan	TBD	Substitute Teacher	New Hire	Budget #100	7/17/20
	Seesemann	Kathleen	TBD	Substitute Teacher	New Hire	Budget #100	7/17/20
	Anderson	Jeremy	TBD	Substitute Teacher	New Hire	Budget #100	7/20/20
	Chilver	Alexandra	TBD	Substitute Teacher	New Hire	Budget #100	7/20/20
	Dehban	Celine	TBD	Substitute Teacher	New Hire	Budget #100	7/20/20
	Del Aguila	Sarah	TBD	Substitute Teacher	New Hire	Budget #100	7/20/20
	Goldsworthy	Brian	TBD	Substitute Teacher	New Hire	Budget #100	7/20/20
	Gonzales	Stephanie	TBD	Substitute Teacher	New Hire	Budget #100	7/20/20
	Harris	Adriana	TBD	Substitute Teacher	New Hire	Budget #100	7/20/20
	Lee	Jeong Soo	TBD	Substitute Teacher	New Hire	Budget #100	7/20/20
	Ma	Cindy	TBD	Substitute Teacher	New Hire	Budget #100	7/20/20
	Meadows	Megan	TBD	Substitute Teacher	New Hire	Budget #100	7/20/20
	Mirth	Madison	TBD	Substitute Teacher	New Hire	Budget #100	7/20/20
	Nguyen	Brian	TBD	Substitute Teacher	New Hire	Budget #100	7/20/20
	Quesnel	Madelyn	TBD	Substitute Teacher	New Hire	Budget #100	7/20/20
	Renkowitz	Jay	TBD	Substitute Teacher	New Hire	Budget #100	7/20/20
	Rios	Diane	TBD	Substitute Teacher	New Hire	Budget #100	7/20/20
	Winger	Tanya	TBD	Substitute Teacher	New Hire	Budget #100	7/20/20
	Barker	Leah	TBD	Substitute Teacher	New Hire	Budget #100	7/22/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT  
PRESENTED TO THE BOARD OF TRUSTEES ON AUGUST 11, 2020

	Bradford	Kaitlin	TBD	Substitute Teacher	New Hire	Budget #100	7/22/20
	Hernandez	Catarina	TBD	Substitute Teacher	New Hire	Budget #100	7/22/20
	Hernandez	Kimberly	TBD	Substitute Teacher	New Hire	Budget #100	7/22/20
	Leahy	Shana	TBD	Substitute Teacher	New Hire	Budget #100	7/22/20
	McGuinness	Chelsea	TBD	Substitute Teacher	New Hire	Budget #100	7/22/20
	Ockey	Rebecca	TBD	Substitute Teacher	New Hire	Budget #100	7/22/20
	Schmitt	Ashley	TBD	Substitute Teacher	New Hire	Budget #100	7/22/20
	Bridgers	Gina	TBD	Substitute Teacher	New Hire	Budget #100	7/28/20
	Cessna	Kristi	TBD	Substitute Teacher	New Hire	Budget #100	7/28/20
	Guirguis	Mariam	TBD	Substitute Teacher	New Hire	Budget #100	7/28/20
	Larson	Lindsey	TBD	Substitute Teacher	New Hire	Budget #100	7/28/20
	Nguyen	Melissa	TBD	Substitute Teacher	New Hire	Budget #100	7/28/20
	Pinedo	Beverly	TBD	Substitute Teacher	New Hire	Budget #100	7/28/20
	Quam	Sara	TBD	Substitute Teacher	New Hire	Budget #100	7/28/20
	Ryoo	Su Lim	TBD	Substitute Teacher	New Hire	Budget #100	7/28/20
	Ruiz	Karla	TBD	Substitute Teacher	New Hire	Budget #100	7/28/20
	Sim	Hee Eun	TBD	Substitute Teacher	New Hire	Budget #100	7/28/20
	Blake	Tiffany	TBD	Substitute Teacher	New Hire	Budget #100	7/30/20
	Carroll	Jamie	TBD	Substitute Teacher	New Hire	Budget #100	7/30/20
	Coronel	Margaret	TBD	Substitute Teacher	New Hire	Budget #100	7/30/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT  
PRESENTED TO THE BOARD OF TRUSTEES ON AUGUST 11, 2020

	Garcia	Morgan	TBD	Substitute Teacher	New Hire	Budget #100	7/30/20
	Jorgenson Zwibel	Jeri	TBD	Substitute Teacher	New Hire	Budget #100	7/30/20
	O'Brien	Clare	TBD	Substitute Teacher	New Hire	Budget #100	7/30/20
	Parampathu	Ditty	TBD	Substitute Teacher	New Hire	Budget #100	7/31/20
PR21-00184	Gable	Amanda	Orangethorpe	Teacher	New Hire	Column II, Step 1 (Budget #0144455109-1100)	8/6/20
PR21-00013	Farney	Lindsey	Richman	Teacher	New Hire	Column II, Step 1 (Budget #0110025101-1100)	8/6/20
PR21-00133	Betker	Clarissa	Golden Hill	Teacher	Rehire	Column III, Step 2 (Budget #0110015101-1100)	8/7/20
PR21-00130	Penley	Allyson	Golden Hill	Teacher	Rehire	Column II, Step 2 (Budget #0110015101-1100)	8/7/20
PR21-00128	Sheeks	Caitlin	Maple	Teacher	Rehire	Column III, Step 6 (Budget #0110019101-1100)	8/7/20
PR21-00128	Sheeks	Caitlin	Maple	Teacher	Rehire	Budget #0110019101-1100	8/7/20
	Jeffries	Malinda	Laguna	Teacher	Retirement		6/30/20
PR21-00129	Chung	Amy	Maple	Teacher	Stipend	Approve stipend of \$120/day (NTE 1 day) for classroom relocation . Budget #0130419109-1101	8/7/20
PR21-00120	Anderson	Melissa		Teacher	Stipend	Approve stipend of \$960 for Distance Learning professional development (Budget #0138952101-1101)	7/20/20 - 8/3/2020
PR21-00120	Bradley	Daryl		Teacher	Stipend	Approve stipend of \$960 for Distance Learning professional development (Budget #0138952101-1101)	7/20/20 - 8/3/2020
PR21-00120	Park	Stephanie		Teacher	Stipend	Approve stipend of \$960 for Distance Learning professional development (Budget #0138952101-1101)	7/20/20 - 8/3/2020
PR21-00120	Nguyen	Mary		Teacher	Stipend	Approve stipend of \$960 for Distance Learning professional development (Budget #0138952101-1101)	7/20/20 - 8/3/2020

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT  
PRESENTED TO THE BOARD OF TRUSTEES ON AUGUST 11, 2020

PR21-00120	Lee	Hye		Teacher	Stipend	Approve stipend of \$960 for Distance Learning professional development (Budget #0138952101-1101)	7/20/20 - 8/3/2020
PR21-00120	Kim	Tracy		Teacher	Stipend	Approve stipend of \$960 for Distance Learning professional development (Budget #0138952101-1101)	7/20/20 - 8/3/2020
PR21-00120	Skoug	Rachel		Teacher	Stipend	Approve stipend of \$960 for Distance Learning professional development (Budget #0138952101-1101)	7/20/20 - 8/3/2020
PR21-00120	Anderson	Megan		Teacher	Stipend	Approve stipend of \$960 for Distance Learning professional development (Budget #0138952101-1101)	7/20/20 - 8/3/2020
PR21-00120	Vuong-Dac	Van-Anh		Teacher	Stipend	Approve stipend of \$960 for Distance Learning professional development (Budget #0138952101-1101)	7/20/20 - 8/3/2020
PR21-00196	TBD			Teachers	Stipend	Approve stipend of \$120/day for IIS and Ed Services training. (Budget #0140955249-1101)	8/4/2020 - 8/6/2020
PR21-00085	Ungaro	Susan	IIS	TOSA	Stipend	Approve stipend of \$5753.80 for 130 extra hours (Budget #0140955249-1901)	8/7/2020 - 05/28/2021
PR21-00085	Sylvester	Amy	IIS	TOSA	Stipend	Approve stipend of \$5753.80 for 130 extra hours (Budget #0140955249-1901)	8/7/2020 - 05/28/2021
PR21-00085	Mankiewicz	Matt	IIS	TOSA	Stipend	Approve stipend of \$5753.80 for 130 extra hours (Budget #0140955249-1901)	8/7/2020 - 05/28/2021
PR21-00127	Pastrana	Melanie	CDS	School Readiness Nurse	Stipend	Stipend not to exceed 6 days at \$120 per day (NTE \$720.00 total); Immunization and Health Record Screening for Preschool Children registered for the 2020-2021 School Year (Budget #1231019341-1201)	07/01/2020 - 08/06/2020
PR21-00127	Wolpert	Rosalyn	CDS	School Readiness Nurse	Stipend	Stipend not to exceed 6 days at \$120 per day (NTE \$720.00 total); Immunization and Health Record Screening for Preschool Children registered for the 2020-2021 School Year (Budget #1231019341-1201)	07/01/2020 - 08/06/2020
PR21-00131	Summy	Jean	Orangethorpe	Teacher	Stipend	Educational Services will provide a stipend of \$360 to develop an educational plan for the MyFSD Academy program. (Budget #0140155239-1101)	07/01/2020 - 07/31/2020



FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT  
PRESENTED TO THE BOARD OF TRUSTEES ON AUGUST 11, 2020

PR21-00132	Aldridge	Sylvia	Rolling Hills	Teacher	Stipend	Educational Services will provide a stipend of \$495 to develop an educational plan for the MyFSD Academy program. (Budget #0140155239-1901)	07/01/2020 - 07/31/2020
PR21-00156	Barcelona	Marlon	Ladera Vista	Teacher	Stipend	Educational Services will provide a stipend of \$120 for the review of the Positive Prevention PLUS Independent Study Curriculum for our 7th - 7th grade students.	8/3/2020 - 8/5/2020
PR21-00156	Stenton	Anne	Beechwood	Teacher	Stipend	Educational Services will provide a stipend of \$120 for the review of the Positive Prevention PLUS Independent Study Curriculum for our 7th - 7th grade students.	8/3/2020 - 8/5/2020
PR21-00152	Wu	Kerry	Pacific Drive	Teacher	Stipend	Pay \$60 for PBIS Training (Budget #0130222101-1101)	6/1/2020 - 8/5/2020
PR21-00153	Sylvester	Yvonne	Pacific Drive	Teacher	Stipend	Pay \$60 for Leadership Training (Budget #0130222101-1101)	6/1/2020 - 8/5/2020
PR21-00153	Mora	Sandra	Pacific Drive	Teacher	Stipend	Pay \$60 for Leadership Training (Budget #0130222101-1101)	6/1/2020 - 8/5/2020
PR21-00153	Wathen	Leah	Pacific Drive	Teacher	Stipend	Pay \$60 for Leadership Training (Budget #0130222101-1101)	6/1/2020 - 8/5/2020
PR21-00153	Orwat	Debra	Pacific Drive	Teacher	Stipend	Pay \$60 for Leadership Training (Budget #0130222101-1101)	6/1/2020 - 8/5/2020
PR21-00153	Smith	Nicole	Pacific Drive	Teacher	Stipend	Pay \$60 for Leadership Training (Budget #0130222101-1101)	6/1/2020 - 8/5/2020
PR21-00153	Riesch	Melanie	Pacific Drive	Teacher	Stipend	Pay \$60 for Leadership Training (Budget #0130222101-1101)	6/1/2020 - 8/5/2020

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT  
PRESENTED TO THE BOARD OF TRUSTEES ON AUGUST 11, 2020

PR21-00153	Riesch	Melanie	Pacific Drive	Teacher	Stipend	Pay \$60 for Leadership Training (Budget #0130222101-1101)	6/1/2020 - 8/5/2020
PR21-00153	Sutton	Susan	Pacific Drive	Teacher	Stipend	Pay \$60 for Leadership Training (Budget #0130222101-1101)	6/1/2020 - 8/5/2020
PR21-00152	Smith	Julie	Pacific Drive	Teacher	Stipend	Pay \$60 for PBIS Training (Budget #0130222101-1101)	6/1/2020 - 8/5/2020
PR21-00129	Chung	Amy	Maple	Teacher	Stipend	Stipend of \$120 for classroom move	08/08/2020 - 08/10/2020
PR21-00146	TBD		Laguna Road	Teachers	Stipend	Stipend for all certificated staff \$120.00 per day, maximum 2 days for training & prep. Sign-in sheet to follow. (Budget #0130218101-1101)	08/03/2020 - 08/06/2020
PR21-00143	Green	Karen	Fern Drive	Teacher	Stipend	Educational Services will provide a stipend of \$120 for TK teachers to meet and plan for the upcoming school year.	8/6/20
PR21-00143	Penley	Allyson	Golden Hill	Teacher	Stipend	Educational Services will provide a stipend of \$120 for TK teachers to meet and plan for the upcoming school year.	8/6/20
PR21-00143	Skaggs	Dori	Pacific Drive	Teacher	Stipend	Educational Services will provide a stipend of \$120 for TK teachers to meet and plan for the upcoming school year.	8/6/20
PR21-00143	Kim	Jemimah	Richnan	Teacher	Stipend	Educational Services will provide a stipend of \$120 for TK teachers to meet and plan for the upcoming school year.	8/6/20
PR21-00143	Chung	Kacey	Sunset Lane	Teacher	Stipend	Educational Services will provide a stipend of \$120 for TK teachers to meet and plan for the upcoming school year.	8/6/20
PR21-00143	Taylor	Leslie	Fern Drive	Teacher	Stipend	Educational Services will provide a stipend of \$120 for TK teachers to meet and plan for the upcoming school year.	8/6/20
PR21-00143	Perry	Katherine	Maple	Teacher	Stipend	Educational Services will provide a stipend of \$120 for TK teachers to meet and plan for the upcoming school year.	8/6/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT  
PRESENTED TO THE BOARD OF TRUSTEES ON AUGUST 11, 2020

PR21-00143	Pepin	Melissa	Raymond	Teacher	Stipend	Educational Services will provide a stipend of \$120 for TK teachers to meet and plan for the upcoming school year.	8/6/20
PR21-00143	Huff	Melissa	Richman	Teacher	Stipend	Educational Services will provide a stipend of \$120 for TK teachers to meet and plan for the upcoming school year.	8/6/20
PR21-00143	Walker	Suzanne	Sunset Lane	Teacher	Stipend	Educational Services will provide a stipend of \$120 for TK teachers to meet and plan for the upcoming school year.	8/6/20

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 11, 2020.

\_\_\_\_\_  
Clerk/Secretary

CONSENT ITEM

**DATE:** August 11, 2020  
**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 11, 2020**

<b>SITE</b>	<b>DONOR</b>	<b>RELATIONSHIP</b>	<b>DONATION</b>	<b>PURPOSE</b>	<b>AMOUNT</b>
Pacific Drive School	Second Harvest	Community Partner	2,000 lbs of non-perishable food	COVID donation	N/A
Pacific Drive School	Giving Hope	Community Partner	2,000 lbs of non-perishable food	COVID donation	N/A
Title 1 Schools	Fullerton Public Library	Community Partner	Books distributed at Title 1 sites	COVID donation	N/A
District Office	Anonymous donors (various)	Community Partners	Five large bags of new blankets, food, snacks, hygiene supplies, used clothes, toys, and other miscellaneous items.	COVID donation	N/A
District Office	Needlework Guild	Community Partner	4 large bags with new blankets	COVID donation	N/A
District Office	Golden Hill Staff	Staff	Water and snacks	COVID donation	N/A
District Office	Jason Harold	Community Partner	Paper Stationery	COVID donation	N/A
District Office	Dr. Bob Pletka and Anonymous	Staff	2 scooters	COVID donation	N/A
District Office	Loomis Family - Fullerton Free Church	Community Partner	2 dozen donuts for staff	COVID donation	N/A
District Office	Rebecca Arbiso	Staff	Bag with toiletries	COVID donation	N/A
District Office	Golden Hill, Pacific Drive, Orangethorpe, Rolling Hills, and Maple	Students	Hero encouragement cards with churches	COVID donation	N/A
District Office	Sarah Kelman and Rolling Hills Girl Scout Troop	Community Partner	4 boxes of books and 2 bags of groceries	COVID donation	N/A
Nutrition Services	Two Saucy Broads	Community Partner	Pizza for 17 grab and go sites on multiple occasions	COVID donation	N/A
District Office	Sherrie Williamson and Rolling Hills Girl Scout Troop	Staff	Non-perishable items	COVID donation	N/A

District Office	Pacific Drive and Golden Hill Family	Parent	4 boxes of food	COVID donation	N/A
District Office	Bev Berryman	Board Member	Bag of groceries	COVID donation	N/A
District Office	ICNA	Community Partner	1,000 boxes of fruit/produce	COVID donation	N/A
District Office	ICNA	Community Partner	1,000 boxes of fruit/produce	COVID donation	N/A
District Office	Linda Yeomans Summer	Community Partner	Monetary Donation	COVID donation	\$100.00
District Office	Sara Gearhart	Staff	Monetary Donation	COVID donation	\$50.00
District Office	Katherine Robinson	Staff	Monetary Donation	COVID donation	\$50.00
District Office	Beth Ellison	Staff	Food	COVID donation	N/A
District Office	Erin Black RH family	Parent	Food	COVID donation	N/A
District Office	Sherrie Williamson and Family	Staff	Bags of groceries on multiple occasions	COVID donation	N/A
District Office	Sheridan E. McDaniel of A Place for Worship Church	Community Partner	Lunch for Fullerton School District Office Staff	COVID donation	N/A
District Office	Beth Kraus and Lailah Pae	Community Partner	5 Bags of Groceries	COVID donation	N/A
District Office	Young Kim	Community Partner	1000 disposable masks	COVID donation	N/A
Richman	SIKHS Organization	Community Partner	200 produce boxes and 200 gallons of milk	COVID donation	N/A
Pacific Drive School	SIKHS Organization	Community Partner	200 produce boxes and 200 gallons of milk	COVID donation	N/A

CONSENT ITEM

**DATE:** August 11, 2020

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

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

**PREPARED BY:** Melissa Greenwood, CPA, Director, Business Services

**SUBJECT:** APPROVE/RATIFY PURCHASE ORDERS NUMBERED P22D0007, P22M0031 THROUGH P22M0053, P22R0102 THROUGH P22R0134, P22T0002, P22V0026 THROUGH P22V0039, P22X0129 THROUGH P22X0141 FOR THE 2020/2021 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 P22D0007, P22M0031 through P22M0053, P22R0102 through P22R0134, P22T0002, P22V0026 through P22V0039, P22X0129 through P22X0141 for the 2020/2021 school year.

RC:MG:yd  
Attachment

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 08/11/2020**

**FROM 07/10/2020 TO 07/23/2020**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P22D0007	GREAT MINDS LLC	9,075.52	9,075.52	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplies
P22M0031	ARC DOCUMENT SOLUTIONS LLC	5,000.00	5,000.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
P22M0032	CHARLES G HARDY INC	1,260.68	1,260.68	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
P22M0033	NEW DIMENSIONS GENERAL CONSTRU	14,324.42	14,324.42	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
P22M0034	KYA SERVICES LLC	103,041.51	103,041.51	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
P22M0035	KYA SERVICES LLC	121,707.24	121,707.24	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
P22M0036	GLASBY MAINTENANCE SUPPLY COMP	31,745.84	31,745.84	0154350799 4360	COVID 19 EMERGENCY / Materials and Supplies Other
P22M0037	GLASBY MAINTENANCE SUPPLY COMP	11,937.59	11,937.59	0154350799 4360	COVID 19 EMERGENCY / Materials and Supplies Other
P22M0038	MULCH MASTER	3,893.00	3,893.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
P22M0039	KYA SERVICES LLC	99,100.84	99,100.84	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
P22M0040	FACILITY SOLUTIONS GROUP INC	56,250.86	56,250.86	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
P22M0041	MOBILE MINI STORAGE SYSTEMS IN	15,617.29	15,617.29	0154350799 5630	COVID 19 EMERGENCY / Rents and Leases
P22M0043	BLUE VIOLET NETWORKS LLC	6,550.00	6,550.00	0153353819 5900	Plant Maintenance DC / Communications
P22M0045	ANACAL ENGINEERING COMPANY INC	11,380.00	11,380.00	2567124859 5805	Facilities Improvement Raymond / Consultants
P22M0046	ANACAL ENGINEERING COMPANY INC	8,680.00	8,680.00	2567111859 5805	Facilities Improvement Beechwd / Consultants
P22M0047	LA HABRA FENCE COMPANY INC	4,339.00	4,339.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
P22M0048	GRAINGER INC, WW	837.09	837.09	0154350799 4360	COVID 19 EMERGENCY / Materials and Supplies Other
P22M0049	MCMaster CARR SUPPLY COMPANY	2,048.70	2,048.70	0154350799 4360	COVID 19 EMERGENCY / Materials and Supplies Other
P22M0050	GRAINGER INC, WW	2,587.94	2,587.94	0154350799 4360	COVID 19 EMERGENCY / Materials and Supplies Other
P22M0051	MONTGOMERY HARDWARE COMPANY	849.11	849.11	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
P22M0052	FLETCHER'S FLOORS INC	145.35	145.35	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
P22M0053	TOTAL CONCEPT SALES INC.	19,480.00	19,480.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
P22R0102	CC-PURCHASING	3,968.25	3,968.25	0132952101 4310	AfrSchlEdSfty Cohort 6 Instr / Materials and Supplies Instr
P22R0103	SIERRA SCHOOL EQUIPMENT COMPAN	26,668.13	26,668.13	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office



**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 08/11/2020**

**FROM 07/10/2020 TO 07/23/2020**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P22R0104	COOLE SCHOOL INC	1,019.54	1,019.54	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
P22R0105	ACORN MEDIA	419.88	419.88	0152757789 4350	Administrative Assistant DC / Materials and Supplies
P22R0106	ADVANTAGE COMMUNICATIONS INC	75,000.00	75,000.00	0138952101 5805	Low Performing Student Instr / Consultants
P22R0107	SIERRA SCHOOL EQUIPMENT COMPAN	754.25	754.25	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
P22R0108	ZOOM VIDEO COMMUNICATIONS INC	32,508.50	32,508.50	0140955249 5805	Info Systems Serv Media DC / Consultants
P22R0109	PAR INC	775.80	775.80	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
P22R0110	MULTI HEALTH SYSTEMS	457.94	457.94	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
P22R0111	OFFICE DEPOT BUSINESS SERVICE	1,210.94	1,210.94	0130215101 4310	LCFF Suppl Instr Golden Hill / Materials and Supplies Instr
P22R0112	SOUTHWEST SCHOOL AND OFFICE SU	10,128.50	10,128.50	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
P22R0113	KYA SERVICES LLC	17,267.43	17,267.43	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
P22R0114	BRIGHTBYTES INC	29,000.00	29,000.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
P22R0115	SIERRA SCHOOL EQUIPMENT COMPAN	7,811.88	7,811.88	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
P22R0116	SOUTHWEST SCHOOL AND OFFICE SU	13,091.63	13,091.63	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
P22R0117	GLASBY MAINTENANCE SUPPLY COMP	9,455.06	9,455.06	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
P22R0118	FORTNET SECURITY INC	16,009.00	16,009.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
P22R0119	SOUTHWEST SCHOOL AND OFFICE SU	11,313.75	11,313.75	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
P22R0120	NATIONAL JUNIOR HONOR SOCIETY	385.00	385.00	0130430109 4310	LCFF Base Instruction Fisler / Materials and Supplies Instr
P22R0121	FORTNET SECURITY INC	32,500.00	32,500.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
P22R0122	RENAISSANCE LEARNING INC	8,736.00	8,736.00	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
P22R0123	RENAISSANCE LEARNING INC	4,916.25	4,916.25	0181230101 4310	Instr Mat Lottery Fisler Instr / Materials and Supplies Inst
P22R0125	THRIVELY	35,000.00	35,000.00	0140955107 5805	Info Systems iPersonalize Inst / Consultants
P22R0126	SOUTHWEST SCHOOL AND OFFICE SU	13,091.63	13,091.63	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
P22R0127	CDW.G	24,410.58	24,410.58	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
P22R0128	GLASBY MAINTENANCE SUPPLY COMP	9,455.06	9,455.06	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 08/11/2020**

**FROM 07/10/2020 TO 07/23/2020**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P22R0129	BLACKBAG TECHNOLOGIES	1,743.00	1,743.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
P22R0130	RCN TECHNOLOGIES	1,242.50	1,242.50	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
P22R0131	WAXIE SANITARY SUPPLY	10,293.88	10,293.88	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
P22R0132	GST INC	8,657.22	8,657.22	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
P22R0133	ORANGE CNTY DEPARTMENT OF EDUC	4,600.00	4,600.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
P22R0134	TOBII DYNAVOX LLC	1,701.50	1,701.50	0124854101 4310	SpEd IDEA LocalPreschool Instr / Materials and Supplies
P22T0002	TIMECLOCK PLUS LLC	1,080.00	1,080.00	0156556369 4350	Home to Sch Transportation DC / Materials and Supplies
P22V0026	PLUMBING AND INDUSTRIAL SUPPLY	2,162.82	2,162.82	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than \$10,000
P22V0027	PLUMBING AND INDUSTRIAL SUPPLY	641.78	641.78	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than \$10,000
P22V0028	CDW.G	781.89	781.89	0130221101 4310	LCFF Suppl Instr Orangethorpe / Materials and Supplies
P22V0029	TIERNEY BROTHERS INC	16,012.97	4,238.05 11,774.92	0154350799 4350 0154350799 6410	COVID 19 EMERGENCY / Materials and Supplies Office COVID 19 EMERGENCY / New Equip Less Than \$10,000
P22V0030	KYA SERVICES LLC	3,893.01	3,893.01	0154350799 6410	COVID 19 EMERGENCY / New Equip Less Than \$10,000
P22V0031	APPLE COMPUTER INC	662,673.70	662,673.70	0153750109 6410	Business Admin Instruction / New Equip Less Than
P22V0033	BLUE VIOLET NETWORKS LLC	22,095.83	22,095.83	0154350799 6510	COVID 19 EMERGENCY / New Equip Greater Than
P22V0034	SUPERIOR SIGNS AND GRAPHICS	2,124.64	1,590.03 534.61	0154350799 4360 0154350799 6410	COVID 19 EMERGENCY / Materials and Supplies Other COVID 19 EMERGENCY / New Equip Less Than \$10,000
P22V0035	HOME DEPOT, THE	586.00	48.33 537.67	0154253829 4360 0154253829 6410	Custodial Discretionary / Materials and Supplies Other Custodial Discretionary / New Equip Less Than \$10,000
P22V0036	HOME DEPOT, THE	629.07	91.40 537.67	0154253829 4360 0154253829 6410	Custodial Discretionary / Materials and Supplies Other Custodial Discretionary / New Equip Less Than \$10,000
P22V0037	TIERNEY BROTHERS INC	1,853.59	58.47 1,795.12	0154350799 4350 0154350799 6410	COVID 19 EMERGENCY / Materials and Supplies Office COVID 19 EMERGENCY / New Equip Less Than \$10,000
P22V0038	AMAZON.COM	2,908.17	2,908.17	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
P22V0039	TIERNEY BROTHERS INC	1,853.59	58.47	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 08/11/2020**

**FROM 07/10/2020 TO 07/23/2020**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P22V0039	*** CONTINUED ***				
			1,795.12	0154350799 6410	COVID 19 EMERGENCY / New Equip Less Than \$10,000
P22X0129	VERIZON WIRELESS	5,000.00	5,000.00	0132952271 5900	Aftr Schl Ed Sfty Grt Cohort 6 / Communications
P22X0130	VERIZON WIRELESS	5,000.00	5,000.00	0132952271 5900	Aftr Schl Ed Sfty Grt Cohort 6 / Communications
P22X0131	VERIZON WIRELESS	5,000.00	5,000.00	1208555271 5900	Fee Based Childcare Admin / Communications
P22X0132	VERIZON WIRELESS	5,000.00	5,000.00	1208555271 5900	Fee Based Childcare Admin / Communications
P22X0133	VERIZON WIRELESS	6,000.00	3,000.00	0132952271 5900	Aftr Schl Ed Sfty Grt Cohort 6 / Communications
			1,500.00	1208555271 5900	Fee Based Childcare Admin / Communications
			1,500.00	1231019271 5900	Preschool Administration / Communications
P22X0134	COSTCO WHOLESALE	2,000.00	2,000.00	0142054201 4310	Special Ed Administration / Materials and Supplies Instr
P22X0135	COSTCO WHOLESALE	300.00	300.00	0150454101 4310	Sp Ed Mental Hlth Supp Instr / Materials and Supplies Instr
P22X0136	READYREFRESH	1,500.00	1,500.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
P22X0137	READYREFRESH	1,000.00	1,000.00	1208155101 4310	Preschool Instruction / Materials and Supplies Instr
P22X0138	READYREFRESH	500.00	500.00	0132952101 4310	AftrSchlEdSfty Cohort 6 Instr / Materials and Supplies Instr
P22X0139	READYREFRESH	4,500.00	4,500.00	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
P22X0141	SOUTHWEST SCHOOL AND OFFICE SU	2,500.00	2,500.00	0153150759 4350	Warehouse DC / Materials and Supplies Office
	<b>Fund 01 Total:</b>	<b>1,660,982.14</b>			
	<b>Fund 12 Total:</b>	<b>20,000.00</b>			
	<b>Fund 25 Total:</b>	<b>20,060.00</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>1,701,042.14</b>			

**FULLERTON ELEMENTARY**

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS**

**BOARD OF TRUSTEES MEETING 08/11/2020**

**FROM 07/10/2020 TO 07/23/2020**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P22M0006	EWING IRRIGATION PRODUCTS	5,681.30	+2,613.42	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
P22R0047	SUPPLY MASTER	859.85	-105.59	0111923101 6410	Phelps Grant Parks / New Equip Less Than \$10,000
P22R0062	LIGHTSPEED TECHNOLOGIES INC	25.86	+6.46	0130430109 4310	LCFF Base Instruction Fisler / Materials and Supplies Instr
P22R0096	SOUTHWEST SCHOOL AND OFFICE SU	88,247.25	-1,318.34	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
P22V0025	TIERNEY BROTHERS INC	1,756.04	+50.00	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
P22X0048	ATKINSON ANDELSON LOYA RUDD RO	40,000.00	+20,000.00	0152557709 5825	Board Discret / Legal Assistance
<b>Fund 01 Total:</b>			<b>21,245.95</b>		
<b>Total Amount of Change Orders:</b>			<b>21,245.95</b>		

# FULLERTON ELEMENTARY

## PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

08/11/2020

FROM 07/10/2020 TO 07/23/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P22M0014	ARCHITECTURE 9 PLLLP	2,980.00	2,980.00	0153353859 5805	Maintenance Facilities DC / Consultants
P22M0042	SKC COMPANY	128,000.00	128,000.00	8152451741 5899	Property and Liability / Other Expenses
P22M0044	STATE ARCHITECT, DIVISION OF T	5,428.50	5,428.50	8152451741 5899	Property and Liability / Other Expenses
P22R0020	SEESAW	3,987.50	3,987.50	0130215101 4310	LCFF Suppl Instr Golden Hill / Materials and Supplies
P22R0065	SEESAW	1,650.00	1,650.00	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
	<b>Fund 01 Total:</b>	<b>8,617.50</b>			
	<b>Fund 81 Total:</b>	<b>133,428.50</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>142,046.00</b>			

**Addendum to:**

Purchase Orders Report  
Board of Trustees Meeting 08/11/2020

The following PO's were assigned PO numbers but have yet to be printed:

PO Details:					
PO Number	Vendor	PO Total	Account Amount	Account Number	Pseudo/Object Description
P22R0109	Par Inc	775.80	775.80	01255543214315	LEA Medi Cal Reimb Psych
P22R0110	Multi Health Systems	457.94	457.94	01255543214312	LEA Medi Cal Reimb Psych

The following PO's were backdated to print on 7/01/2020:

PO Details:					
PO Number	Vendor	PO Total	Account Amount	Account Number	Pseudo/Object Description
P22R0124	Southwest School and Office Supply	2,728.24	1,091.29 1,091.29 545.66	01329521014310 12085551014310 12310191014310	LEA Medi Cal Reimb Psych
P22X0140	Costco Wholesale	300.00	300.00	01504541014310	Sp Ed Mental Hlth Supp Instr

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

Cancelled PO's:					
PO Number	Vendor	PO Total	Account Amount	Account Number	Pseudo/Object Description
P22V0032	Southwest School and Office Supply	0	0	<None>	<None>

Debbie Hjorth, Buyer  
Purchasing Services

CONSENT ITEM

**DATE:** August 11, 2020  
**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 230062 THROUGH 230071 FOR THE 2020-2021 SCHOOL  
YEAR

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated July 10, 2020 through July 23, 2020 contains purchase orders numbered 230062 through 230071 for the 2020-2021 school year totaling \$127,847.75. Purchase order number 220064 was voided.

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

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

Funding: Nutrition Services Fund.

Recommendation: Approve/Ratify Nutrition Services purchase orders numbered 230062 through 230071 for the 2020-2021 school year.

RC:MB:tg  
Attachment

Schedule of Open / Processed Food and Commodity  
Purchase Order Report  
7-10-20 through 7-23-20

Date	Vendor	PO Number	Category	Amount
	<b>Open Purchase Orders</b>			
	<b>Amount Not To Exceed</b>			
	<b>NONE</b>			
	<b>TOTAL OPEN PURCHASE ORDERS</b>			0.00
	Total OPEN Purchase Orders			\$ -
	Total Purchase Orders Out of Date Sequence			-
	Total Processed Food & Commodity P.O.'s			-
	Total Purchase Orders from Purchase Order Detail Report			127,847.75
	<b>TOTAL PURCHASE ORDERS</b>			<b>\$ 127,847.75</b>



# Purchase Orders - Detail

## Fullerton School District

7/24/2020 4:29:00 PM

Show all data where the Order Date is between 7/10/2020 and 7/23/2020

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
<b>Gold Star Foods Inc.</b>	<b>230063</b>	<b>7/13/2020</b>	<b>8/21/2020</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>
10	case	57006	Meatballs, Beef, 2/25 lb/cs GS#401830			\$70.0300 \$700.30
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$700.30
					<b>Vendor Total:</b>	\$700.30
<b>Arrow Restaurant Equipment &amp; Supplies</b>	<b>230062</b>	<b>7/13/2020</b>	<b>7/13/2020</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>
6	ea	1	Cabinet, Enclosed, Bun/Food Pan Mod#109-1840			\$1,695.0000 \$10,170.00
					<b>Sales Tax:</b>	\$788.18
					<b>P.O. Total:</b>	\$10,958.18
<b>Arrow Restaurant Equipment &amp; Supplies</b>	<b>230065</b>	<b>7/14/2020</b>	<b>7/14/2020</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>
1	ea	1	Cabinet, Enclosed, Bun/FoodPan Model#109-1840			\$1,470.0000 \$1,470.00
					<b>Sales Tax:</b>	\$113.93
					<b>P.O. Total:</b>	\$1,583.93
					<b>Vendor Total:</b>	\$12,542.11
<b>Refrigeration Control Company, Inc.</b>	<b>230067</b>	<b>7/15/2020</b>	<b>7/15/2020</b>		<b>5648</b>	<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>
1	ea	1	Service Call Estimate Charge			\$500.0000 \$500.00
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$500.00
					<b>Vendor Total:</b>	\$500.00
<b>Orange County Department of Education</b>	<b>230066</b>	<b>7/15/2020</b>	<b>7/15/2020</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>
1000	ea	1	1,000 HOTM Calendar Printing			\$2.8500 \$2,850.00
					<b>Sales Tax:</b>	\$220.88
					<b>P.O. Total:</b>	\$3,070.88
					<b>Vendor Total:</b>	\$3,070.88
<b>Image Apparel for Business</b>	<b>230069</b>	<b>7/16/2020</b>	<b>7/16/2020</b>		<b>4364</b>	<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>
30	ea	EDW900930	Apron, V-Neck, Black Pin Stripe			\$11.3500 \$340.50
1	ea	Freight Charge	Estimate Freight			\$19.2400 \$19.24
					<b>Sales Tax:</b>	\$26.39
					<b>P.O. Total:</b>	\$386.13
					<b>Vendor Total:</b>	\$386.13

# Purchase Orders - Detail

7/24/2020 4:29:00 PM

## Fullerton School District

Show all data where the Order Date is between 7/10/2020 and 7/23/2020

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
<b>Packaging Solutions</b>	<b>230070</b>	<b>7/21/2020</b>	<b>7/21/2020</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	GSP 45 S Horizontal Flow Wrapper	\$51,400.0000	\$51,400.00	
1	ea	2	Installation & Training	\$800.0000	\$800.00	
1	ea	3	Crating/Shipping Estimate	\$3,400.0000	\$3,400.00	
					<b>Sales Tax:</b>	\$3,983.50
					<b>P.O. Total:</b>	\$59,583.50
					<b>Vendor Total:</b>	\$59,583.50

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
<b>B &amp; M Lawn And Garden Inc.</b>	<b>230068</b>	<b>7/16/2020</b>	<b>7/16/2020</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Pressure Washer, STI #RB200, 2500psi/5hp	\$449.9600	\$449.96	
					<b>Sales Tax:</b>	\$34.87
					<b>P.O. Total:</b>	\$484.83
					<b>Vendor Total:</b>	\$484.83

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
<b>Titan School Solutions</b>	<b>230071</b>	<b>7/22/2020</b>	<b>7/22/2020</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
20	ea	1	Student Management w/ App Processing	\$450.0000	\$9,000.00	
32	ea	2	Point of Service	\$200.0000	\$6,400.00	
1	ea	3	Central Kitchen	\$795.0000	\$795.00	
21	ea	4	Inventory	\$450.0000	\$9,450.00	
1	ea	5	Purchasing	\$795.0000	\$795.00	
1	ea	6	Accounts Receivable	\$795.0000	\$795.00	
1	ea	7	Accounts Payable	\$795.0000	\$795.00	
1	ea	8	General Ledger	\$795.0000	\$795.00	
1	ea	9	Menu Planning w/ Nutritional Analysis	\$795.0000	\$795.00	
20	ea	10	Production Records	\$175.0000	\$3,500.00	
1	ea	11	Family Portal - Online Applications (FREE)	\$0.0000	\$0.00	
1	ea	12	Professional Services, Remote	\$7,860.0000	\$7,860.00	
8	day	Optional Servi	Professional Services, On-site	\$1,200.0000	\$9,600.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$50,580.00
					<b>Vendor Total:</b>	\$50,580.00

**GRAND TOTAL \$127,847.75**

CONSENT ITEM

**DATE:** August 11, 2020  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services  
**PREPARED BY:** Melissa Greenwood, CPA, Director, Business Services  
**SUBJECT:** APPROVE/RATIFY WARRANTS NUMBERED 128683 THROUGH 128832 FOR THE 2020/2021 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 128683 through 128832 for the 2020/2021 school year. Warrants are issued by school districts as payment for goods and services.

<b>Fund</b>		<b>Amount</b>
01	General Fund	\$3,912,108.18
12	Child Development	\$1,492.97
25	Capital Facilities	\$218,318.00
68	Workers' Compensation	\$3,759.48
81	Property / Liability Insurance	\$143.40
<b>Total</b>		<b>\$4,135,822.03</b>

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

Funding: The total amount presented for approval is \$4,135,822.03 from funding sources reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 128683 through 128832 for the 2020/2021 school year.

RC:MG:yd

CONSENT ITEM

**DATE:** August 11, 2020  
**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 14448 THROUGH 14457 FOR THE 2020-2021 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services warrants numbered 14448 through 14457 for the 2020-2021 school year.

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

Funding: Total cost not to exceed \$15,265.99, and is to be paid from Nutrition Services Budget.

Recommendation: Approve/Ratify Nutrition Services warrants numbered 14448 through 14457 for the 2020-2021 school year.

RC:MB:tg

CONSENT ITEM

**DATE:** August 11, 2020

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

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

**PREPARED BY:** Robin Gilligan, Director, Student Support Services

**SUBJECT:** **APPROVE/RATIFY RECURRING 2020/2021 MEMORANDUM OF UNDERSTANDING BETWEEN THE FULLERTON SCHOOL DISTRICT AND ANAHEIM ELEMENTARY SCHOOL DISTRICT FOR SPECIAL EDUCATION PROGRAMS AND SERVICES EFFECTIVE JULY 1, 2020 THROUGH JUNE 30, 2021**

Background: The Anaheim Elementary School District within this Memorandum of Understanding outlines the parameters within which their school district may provide special education programs and services to students when the district of residence does not have an appropriate placement for the child.

Rationale: School districts on occasion do not have programs to serve students who require intensive educational services. Due to this, some students must be placed outside of the Fullerton School District.

Funding: Total cost of contract is not to exceed \$85,347 and is to be paid from the Student Support Services General Fund.

Recommendation: Approve/Ratify recurring 2020/2021 Memorandum of Understanding between the Fullerton School District and Anaheim Elementary School District for special education programs and services effective July 1, 2020 through June 30, 2021.

JL:RG:vm  
Attachment

CONSENT ITEM

**DATE:** August 11, 2020

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

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

**PREPARED BY:** Robin Gilligan, Director, Student Support Services

**SUBJECT:** **APPROVE/RATIFY RECURRING 2020/2021 MEMORANDUM OF UNDERSTANDING BETWEEN THE FULLERTON SCHOOL DISTRICT AND CENTRALIA SCHOOL DISTRICT FOR SPECIAL EDUCATION PROGRAMS AND SERVICES EFFECTIVE JULY 1, 2020 THROUGH JUNE 30, 2021**

Background: Centralia School District may provide for the education of individual students in special education programs who reside in other Special Education Local Plan Areas (SELPA). Centralia School District operates programs for Deaf and Hard of Hearing (DHH) students who qualify as individuals with exceptional needs requiring intensive educational services under the Individuals with Disabilities Act (IDEA).

Rationale: School districts on occasion do not have programs to serve students who require intensive educational services. Programs for the profoundly delayed or profoundly behaviorally challenged students may be recommended for placement in an alternative program.

Funding: Total cost of contract is to be paid from the Student Support Services General Fund.

Recommendation: Approve/Ratify recurring 2020/2021 Memorandum of Understanding between the Fullerton School District and Centralia School District for special education programs and services effective July 1, 2020 through June 30, 2021.

JL:RG:vm  
Attachment

Memorandum of Understanding Between

Centralia School District

And

Fullerton School District

2020/2021

It is hereby agreed by and between the Centralia School District (hereinafter referred to as the "Provider District") and the ~~Fullerton School District~~ (hereafter referred to as the "Sending District,") and collectively referred to herein as the "Parties," mutually agree as follows:

1. Basis of Agreement

Pursuant to the authority established in Education Code Sections 56195, 56195.1, 56195.3 and 56195.5, Provider District may provide for the education of individual pupils in special education programs who reside in other districts or counties. The Provider District operates the Regional and Specialized Programs to provide special education programs and services to individuals with exceptional needs requiring intensive educational services, including a regional deaf and hard of hearing program.

2. Term of Agreement

This Agreement is effective for the period beginning **July 1, 2020** and ending **June 30, 2021**.

3. Acknowledgment of Special Education Funding Formula

It is acknowledged that, in accordance with Part 30 of the Education Code, Chapter 7.2, Section 56836 et seq., the California State funding formula for special education programs, services and administration generates an entitlement based on the average daily attendance of pupils in the local education agencies that comprise a Special Education Local Plan Area (SELPA).

4. Scope of Program and Referral Process to GASELPA

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

submit a Provider District referral packet to the appropriate Provider District Director as well as schedule a visitation with the parent. Provider District referral packets can be obtained by contacting the Provider District Director and/or Program Specialists of the Provider District where the Program is located.

Upon review of the referral packet and site visit by parent, the Provider District Program Specialist and/or representative will coordinate an IEP team meeting for purposes of discussing possible placement in a Provider District Program. Provider District shall maintain and provide special education programs for Sending District pupils during the 2020/2021 school year. Class size ranges and student-adult ratios shall be maintained in a manner which allows Provider District to meet the programmatic, health and safety needs of the pupils.

#### 5. Responsibility of School District of Residence

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

#### 6. Annual and Triennial Reviews

The Provider District shall be notified of annual reviews scheduled for its pupils participating in a Provider District Program and may provide a representative who will participate in the development of the annual IEP. For initial placement, triennial review, recommendation for home instruction, or a change in eligibility or services specified on the current IEP, a Sending District representative who is authorized to approve or disapprove the allocation of specified Sending District resources necessary for the implementation of the pupil's IEP shall attend the IEP team meeting. For all other pupils enrolled in a Provider District Program, the Sending District agrees to provide a general education teacher at IEP team meetings unless otherwise waived in writing by pupil's parent in accordance with the IDEA and State law. Subject to approval by the pupil's parents, the general education teacher and/or other IEP team participants may use alternative means of meeting participation, such as video conferences and conference calls.

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



**7. Assessments/Independent Educational Evaluations**

In the event a request is made for an Independent Educational Evaluation (IEE), Provider District and/or District Provider school site shall immediately forward such request to the Sending District, in collaboration with the Provider District, shall determine how to respond to the request for an IEE. If the Sending District receives a request for assessment or IEE for a student referred to or enrolled in a Provider District Program, the Sending District shall immediately notify Provider District of the request and collaborate with Provider District as to how to respond. Provider and/or Sending District may also schedule an IEP team meeting to further discuss the requested IEE or assessment.

The Sending District is responsible for all matters related to the IEE including but not limited to the ultimate decision whether or not to grant the IEE, whether or not to file for a Due Process Hearing or other legal proceeding, and all costs related obtaining and conducting the IEE. The Provider District and Provider District school site are not responsible for any costs or legal proceeding such as a Due Process hearing and/or Attorney Fees related to the IEE.

**8. Pupil Count**

A count shall be taken of the number of pupils enrolled in GASELPA's Special Schools Program as of the first day of each calendar month, July 2020 through June 2021. A pupil shall be counted as "enrolled" in a Provider District Program on the first day of attendance in the program or fourteen (14) days after the IEP team has met and an approved IEP has been executed for the pupil's educational placement in a Provider District Program, whichever occurs sooner. Pupils continuing in a Provider District Program from the previous school year shall be counted as "enrolled" on the first school day in September unless written notification of withdrawal is received from either the parent or Sending District. If a continuing pupil has not attended school by the eleventh (11th) day of the first school month, Provider District shall notify the Sending District and a determination shall be made regarding continuing enrollment. In the event either Provider District or Sending District are informed that a pupil has been withdrawn by the parent from a Provider District Program, each agency shall immediately notify the other of such withdrawal. Any pupil withdrawn by the parent from a Provider District Program is no longer counted as "enrolled" or considered a continuing pupil for the following school year.

**9. Definitions**

a. "Provider District Programs" are the special education classes and support services operated by Provider District for severely disabled and medically fragile pupils, pupils with low incidence disabilities, pupils with autism spectrum disorders, pupils with emotional disturbances and other eligible pupils.

b. "Special Education Program Income" shall be defined as the sum of all State and Federal funds generated by or on behalf of pupils transferred to regional programs operated by Provider District Programs under this Agreement.

c. "Special Education Program Expenditures" shall include Direct Costs, Direct Support Costs and Indirect Cost of Provider District Programs.

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

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

#### 10. Funding

In consideration of the enrollment of pupils in special education programs conducted by Provider District, the Sending District and/or Sending District SELPA transferring pupils to the regional programs operated by Provider District agree to pay the Provider District the costs of services based on the schedule attached hereto as Exhibit A.

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

#### 11. Home Instruction

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

#### 12. Transportation

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

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

**13. Due Process and Complaints**

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

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

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

**14. Quarterly Billing**

The Provider District shall bill the Sending District quarterly invoices based on the estimated costs on Exhibit A.

**15. Final Accounting**

The final invoice will include the appropriate documentation supporting the Provider District expenditures and revenues for the Provider District Program. Final invoice will be sent to the Sending District by October 15<sup>th</sup> of the following fiscal year.

**16. Projected Enrollment/Facilities and Staffing Needs**

In order to assist the Provider District in planning for both facilities and staffing needs for its programs, each Sending District shall submit to, in writing, on or before February 15 of each year, the projected number of pupils expected to be transferred to the Provider District programs for special education and support services in the following school year. Absent a projection, the number of Sending District pupils reported in the current year December 1 Federal Pupil Count shall be used for facilities, staffing and budget planning by the Provider District for the following school year.

**17. Notices**

All notices to be given pursuant to this Agreement, by either party to the other, shall be in writing and (a) delivered in person; (b) deposited in the United States Mail duly certified or registered, return receipt requested with postage prepaid; or (c) sent by Federal Express or other similar overnight delivery service. Notice is deemed to have been duly given and received upon (a) personal delivery; (b) as of the third business day after deposit in the United States Mail; or (c) the immediately succeeding business day after deposit with an overnight delivery service. Notices hereunder shall be provided to the following addresses, and such addresses may

be changed by providing written notice in accordance with this Section:

**Provider District:**

School District: Centralia School District  
Address: 6625 La Palma Avenue  
City: Buena Park, CA 90620  
Attn: Arvin Garcia, Ed.D.  
Title: Director of Special Education  
Telephone: (714) 228-3171  
Fax: (714) 523-5981

**Sending District**

School District: Fullerton School District  
Address: 1401 West Valencia Drive  
City: Fullerton, CA 92833  
Attn: Robin Gilligan  
Title: Director, Special Services  
Telephone: (714) 447-7501  
Fax: (714) 447-7404

**18. No Waiver**

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

**19. Hold Harmless**

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

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

20. Complete Agreement

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

21. Applicable Law

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

22. Counterparts

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

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

APPROVED BY:

Centralia School District  
Provider District

Fullerton School District  
Sender District

By:   
Authorized Agent

By: \_\_\_\_\_  
Authorized Agent

Assistant Superintendent, Business &  
Administrative Services

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

6-4-20  
Date

\_\_\_\_\_  
Date

Date Approved by Provider/Sender District Board: June 3, 2020

CONSENT ITEM

**DATE:** August 11, 2020

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

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

**PREPARED BY:** Robin Gilligan, Director, Student Support Services

**SUBJECT:** **APPROVE RECURRING NONPUBLIC AGENCY MASTER CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND HAYNES FAMILY OF PROGRAMS DBA S.T.A.R. ACADEMY EFFECTIVE AUGUST 12, 2020 THROUGH JUNE 30, 2021**

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

The rates for this nonpublic agency are as follows:

Haynes Family of Programs dba S.T.A.R. Academy:

Supplemental Academic/Transition Services	\$ 85/per 60 min
Occupational Therapy	\$165/per 60 min
Language and Speech Therapy	\$165/per 60 min
Parent Training	\$100/per 60 min
Educational Counseling 1:1	\$120/per 60 min
Orientation & Mobility Instruction, Visual Impairment, or Deaf and Hard of Hearing	\$100/per 60 min
Behavior Intervention Development	\$130/per 60 min
Behavior Intervention Implementation	\$ 85/per 60 min

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

Funding: Total cost of this contract is to be in the amount of the Individualized Service Agreement and is to be paid from the Special Education General Fund.

Recommendation: Approve recurring Nonpublic Agency Master Contract between Fullerton School District and Haynes Family of Programs dba S.T.A.R. Academy effective August 12, 2020 through June 30, 2021.

JL:RG:vm  
Attachment

**2020 - 2021**  
**NONPUBLIC, NONSECTARIAN**  
**SCHOOL**  
**MASTER CONTRACT**

**BETWEEN**  
**FULLERTON SCHOOL DISTRICT**  
**AND**  
**HAYNES FAMILY OF PROGRAMS**  
**DBA S.T.A.R. ACADEMY**

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

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

District FULLERTON SCHOOL DISTRICT

Contract Year 2020-21

           Nonpublic School (NPS)

  X   Nonpublic Agency (NPA)

**Type of Contract:**

         X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

         Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

         Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for ninety (90) days at the discretion of the LEA and CONTRACTOR. Expiration Date:                     

***When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.***



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2020-2021

CONTRACT NUMBER:

LEA: FULLERTON SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:  
HAYNES FAMILY OF PROGRAMS DBA S.T.A.R. ACADEMY

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this **12<sup>th</sup> day of August, 2020**, between the **FULLERTON SCHOOL DISTRICT** (hereinafter referred to as "District" or local educational agency "LEA") and **HAYNES FAMILY OF PROGRAMS DBA S.T.A.R. ACADEMY** (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement, does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

**2. CERTIFICATIONS AND LICENSES**

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

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

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

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

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

**3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

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

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

**4. TERM OF MASTER CONTRACT**

**The term of this Master Contract shall be from July 1, 2020 to June 30, 2021** (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2020. In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2021.

**5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

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

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

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

**6. INDIVIDUAL SERVICES AGREEMENT**

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

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

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

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

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

**7. DEFINITIONS**

The following definitions shall apply for purposes of this contract:

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

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

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

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

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

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

### **9. MAINTENANCE OF RECORDS**

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

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

**10. SEVERABILITY CLAUSE**

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

**11. SUCCESSORS IN INTEREST**

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

**12. VENUE AND GOVERNING LAW**

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

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

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

**14. TERMINATION**

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate



an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

**15. INSURANCE**

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

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

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

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

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

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

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

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

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

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

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

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General

Liability, Automobile Liability and any Excess Following Form or Umbrella (excluding Professional/E&O) policies shall name the LEA, District's Board of Education, agents, employees and volunteers as additional insureds on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.
- I. The insurance requirements required herein shall not be deemed to limit CONTRACTOR's liability relating to the performance under this Agreement. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and harmless provisions of this Master Contract. CONTRACTOR understands and agrees that, notwithstanding any insurance, CONTRACTOR's obligation to defend, indemnify and hold harmless LEA in accordance with this Master Contract is for the full and total amount of any damage, injuries, loss, expense, costs, or liabilities caused by or in any manner connected with or attributed to the acts or omissions of CONTRACTOR, its directors, officers, agents, employees, subcontractors, guests or visitors, or the operations conducted by CONTRACTOR, or the CONTRACTOR's use, misuse, or neglect of the LEA's premises.

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

#### **16. INDEMNIFICATION AND HOLD HARMLESS**

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

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

#### **17. INDEPENDENT CONTRACTOR**

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

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

#### **18. SUBCONTRACTING**

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

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

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

#### **19. CONFLICTS OF INTEREST**

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

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

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

**20. NON-DISCRIMINATION**

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

**EDUCATIONAL PROGRAM**

**21. FREE AND APPROPRIATE PUBLIC EDUCATION**

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. If an IEP team determines that a LEA student requires an assistive technology device based on an assessment, or requires low incidence equipment for eligible students with low incidence disabilities, LEA shall provide such assistive technology device or low incidence equipment when specified in the student's IEP and ISA, and if necessary, provide training on the use

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

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

## **22. GENERAL PROGRAM OF INSTRUCTION**

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

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

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

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

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

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

**23. INSTRUCTIONAL MINUTES**

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

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

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

**24. CLASS SIZE**

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

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

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

**25. CALENDARS**

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

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

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

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

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

**26. DATA REPORTING**

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

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

**27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

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

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

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

**28. STATEWIDE ACHIEVEMENT TESTING**

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

When CONTRACTOR is a nonpublic school, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR's qualified staff; CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

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



**29. DISTRICT MANDATED ATTENDANCE AT MEETINGS**

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

**30. POSITIVE BEHAVIOR INTERVENTIONS**

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

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

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a limited emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of the LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

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

**31. STUDENT DISCIPLINE**

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

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

**32. IEP TEAM MEETINGS**

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

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon

request. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

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

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

**33. SURROGATE PARENTS**

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

**34. DUE PROCESS PROCEEDINGS**

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

**35. COMPLAINT PROCEDURES**

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

**36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

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

this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

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

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

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

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

**37. TRANSCRIPTS**

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

**38. LEA STUDENT CHANGE OF RESIDENCE**

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

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

**39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from

school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal.

**40. PARENT ACCESS**

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

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

**41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

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

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

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

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

**42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS**

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

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

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

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

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

**43. STATE MEAL MANDATE**

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

**44. MONITORING**

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

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

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

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

CONTRACTOR understands that the LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas

of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

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

## **PERSONNEL**

### **45. CLEARANCE REQUIREMENTS**

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

### **46. STAFF QUALIFICATIONS**

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

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

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

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

**47. CALSTRS RETIREMENT REPORTING**

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

**48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

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

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

**49. STAFF ABSENCE**

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

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing



the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

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

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

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

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

**HEALTH AND SAFETY MANDATES**

**51. HEALTH AND SAFETY**

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

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

**52. FACILITIES AND FACILITIES MODIFICATIONS**

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

**53. ADMINISTRATION OF MEDICATION**

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

**54. INCIDENT/ACCIDENT REPORTING**

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

**55. CHILD ABUSE REPORTING**

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

**56. SEXUAL HARASSMENT/DISCRIMINATION**

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

**57. REPORTING OF MISSING CHILDREN**

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

## FINANCIAL

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

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

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

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

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

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

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

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

invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

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

#### **59. RIGHT TO WITHHOLD PAYMENT**

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

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

The amount which may be withheld by the LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

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

by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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

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

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

**60. PAYMENT FROM OUTSIDE AGENCIES**

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

**61. PAYMENT FOR ABSENCES**

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

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

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

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether the LEA is open or closed.
- b. In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found.
- c. In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found. If the LEA is able to obtain an alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

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

**63. INSPECTION AND AUDIT**

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

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

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

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

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, the LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the LEA otherwise agree in writing, CONTRACTOR shall pay to the LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to the LEA within thirty (30) days of receipt of the LEA's written notice demanding payment.

**64. RATE SCHEDULE**

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



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

**65. DEBARMENT CERTIFICATION**

By signing this Agreement, CONTRACTOR certifies that:

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. **This Master Contract is effective on the 12<sup>th</sup> day of August 2020 and terminates at 5:00 P.M. on June 30, 2021**, unless sooner terminated as provide herein.

CONTRACTOR,  
**HAYNES FAMILY OF PROGRAMS  
DBA S.T.A.R. ACADEMY**

LEA,  
**FULLERTON SCHOOL DISTRICT**

Nonpublic School/Agency

By:  7/7/2020  
Signature Date

By: \_\_\_\_\_  
Signature Date

DANIEL MAYDECK  
CEO/ PRESIDENT

\_\_\_\_\_  
Name and Title of Authorized  
Representative

ROBERT PLETKA, ED.D.  
SUPERINTENDENT

\_\_\_\_\_  
Name and Title of Authorized  
Representative



Notices to CONTRACTOR shall be addressed to:

Name: JONAS MACEDA, DIRECTOR NPA SERVICES  
NPA: HAYNES FAMILY OF PROGRAMS DBA S.T.A.R. ACADEMY  
Address: P.O. Box 400, LA VERNE, CA 91750  
Phone: 909-667-2107, 909-992-3018 fax  
Email: [jmaceda@leroyhaynes.org](mailto:jmaceda@leroyhaynes.org)

Notices to LEA for matters regarding the Administration of the Master Contract, Educational Program, Personnel and Health and Safety mandates, including Incident/Accident Reporting in accordance with Section 53, notices to LEA shall be addressed to:

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

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

Name: KOLBE KHONG  
LEA: FULLERTON SCHOOL DISTRICT  
Address: 1401 W. VALENCIA DRIVE, FULLERTON CA 92833  
Phone: 714-447-7500, 714-447-7793 fax  
Email: [kolbe\\_khong@myfsd.org](mailto:kolbe_khong@myfsd.org)

**EXHIBIT A: RATES**

**CONTRACT YEAR:** 2020-21

**CONTRACTOR:** HAYNES FAMILY OF PROGRAMS DBA S.T.A.R. ACADEMY

**CONTRACTOR NUMBER:** 9900295

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

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

Payment under this contract may not exceed \_\_\_\_\_  
Total LEA enrollment may not exceed \_\_\_\_\_

A. Basic Education Program/Special Education Instruction Per Day

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

B. Related Services

1. Supplemental Academic/ Transition Services	\$85	per 60 Min
2. Occupational Therapy	\$165	per 60 Min
3. Language and Speech Therapy	\$165	per 60 Min
4. Parent Training	\$100	per 60 Min
5. Educational Counseling 1:1	\$120	per 60 Min
6. Orientation and Mobility Instruction, Visual Impairment, or Deaf and Hard of Hearing	\$100	per 60 Min
7. Behavior Intervention Development	\$130	per 60 Min
8. Behavior Intervention Implementation	\$85	per 60 Min

CONSENT ITEM

**DATE:** August 11, 2020

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

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

**PREPARED BY:** Patricia Chiles, Program Coordinator, Educational Services

**SUBJECT:** **APPROVE/RATIFY RECURRING AGREEMENT FOR PARTICIPATION IN THE FULLERTON SCHOOL DISTRICT TEACHER INDUCTION PROGRAM BETWEEN FULLERTON SCHOOL DISTRICT, BUENA PARK SCHOOL DISTRICT, AND LA HABRA CITY SCHOOL DISTRICT EFFECTIVE AUGUST 6, 2020 THROUGH JUNE 30, 2021**

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

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

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

Recommendation: Approve/Ratify recurring agreement for participation in the Fullerton School District Teacher Induction Program between Fullerton School District, Buena Park School District, and La Habra City School District effective August 6, 2020 through June 30, 2021.

JL:PC:ce  
Attachment

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

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

**RECITALS**

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

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

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

**NOW, THEREFORE**, the Districts agree as follows:

1. The recitals stated above are true and correct and are made a part of this Agreement.
2. Teacher Induction Program Costs.
  - 2.1 The Districts agree to participate in this Agreement for the purpose of ensuring continued support of the Fullerton School District Teacher Induction Program.
  - 2.2 The Districts agree to fund the Support Provider stipend, in the amount of \$1,500.00 per year, for each Program participant the individual District sends to the program.
  - 2.3 The Districts agree to fund the balance of \$1,000.00 per year per Program participant for induction program cost recovery. FSD will invoice BPSD for each participant from BPSD and FSD will invoice LHCSD for each participant from LHCSD on an annual basis, on or before November 30, 2020.
3. Term of the Agreement. This term of the Agreement will be August 6, 2020, through June 30, 2021 subject to termination as set forth herein.
4. Termination. Participation in this Agreement may be unilaterally terminated by any party at any time. A District wishing to terminate shall provide thirty (30) days prior written notice to Fullerton School District, Attention: Patricia Chiles, Program Coordinator, who will notify all remaining Districts to this Agreement of the decision of a terminating District and the date of effective termination, which shall be the end of the fiscal year following the notice of termination. Termination by one District will not terminate this Agreement as to the remaining Districts.

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

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

La Habra City School District  
500 North Walnut Street  
La Habra, CA 90631  
Attn: Mario Carlos

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

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

11. Governing Law. This Agreement shall be governed by the laws of the State of California, with venue in Orange County, California.
  
12. Entire Agreement. This Agreement hereto constitutes the entire agreement between the Districts. However, it does not supersede any prior, current or subsequent written agreement entered into by the Districts with regard to student transportation services. This Agreement may be amended only by a written amendment executed by the Districts.

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

Fullerton School District

Buena Park School District:

By: \_\_\_\_\_

By: \_\_\_\_\_

Superintendent

Superintendent

Date \_\_\_\_\_

Date: \_\_\_\_\_

La Habra City School District

By: \_\_\_\_\_

Superintendent

Date: \_\_\_\_\_

CONSENT ITEM

**DATE:** August 11, 2020

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

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

**SUBJECT:** **APPROVE RECURRING AGREEMENT WITH MARZANO RESEARCH LABORATORY TO PROVIDE FULLERTON SCHOOL DISTRICT WITH HIGH-RELIABILITY SCHOOLS (HRS) PROFESSIONAL DEVELOPMENT FOR THE 2020/2021 SCHOOL YEAR**

Background: Fullerton School District (FSD) has developed a comprehensive teacher-teaching model based on the research of the Marzano Research Laboratory. To continue the work and build the leadership skills of school leaders, Marzano Laboratory has provided professional development to all principals, assistant principals, and teacher leaders based on the Marzano High-Reliability Schools (HRS) framework. This framework, based on 40 years of educational research, defines five progressive levels of performance that a school must master to become a high-reliability school—where all students learn the content and skills they need for success in college, careers, and beyond. Teachers from across the District will work by grade levels on HRS Level 1, which addresses a central feature of effective schooling—the quality of teaching in classrooms, Level 2, which addresses the extent to which a school’s curriculum provides opportunities for all students to learn challenging content that is aligned with national and State standards, and Level 3, which addresses Guaranteed and Viable Curriculum.

Rationale: Marzano has been a partner to the Fullerton School District for the past ten years, providing on-going professional development on the Art and Science of Teaching and Marzano’s High-Reliability Schools (HRS) framework, which is a strategic planning framework to help schools focus on specific, research-based conditions for continuous school improvement. Bringing grade-alike teachers from across the District together to be led by a leading professional on research-based strategies will allow FSD to strengthen collaboration and quality of lesson design and teaching.

Funding: Cost is not to exceed \$88,000 and is to be paid from participating site funds as well as District General Funds.

Recommendation: Approve recurring agreement with Marzano Research Laboratory to provide Fullerton School District with High-Reliability Schools (HRS) Professional Development for the 2020/2021 school year.

JL:nm  
Attachment

## Marzano Resources Purchase Agreement

Effective July 13, 2020, Marzano Resources, LLC (“Marzano Resources”) located at 555 N. Morton St., Bloomington, IN 47404 and Fullerton School District (“Customer”) located at 1401 W Valencia Drive, Fullerton, CA 92833 agree as follows:

1. **Summary of Products and Services:** Customer will purchase the following Marzano Resources products and services (“Products”). Additional Products may be added by mutual written Agreement.

Products and Services	Total
Professional Development	\$88,000.00
<b>Total</b>	<b>\$88,000.00</b>

2. **Payment Terms:** Customer will provide Marzano Resources with a purchase order made out to Marzano Resources, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement upon execution of this Agreement (the “Purchase Order Due Date”). A non-refundable deposit of 20% of the Professional Development amount will be invoiced upon execution of this Agreement. The total includes any travel, lodging, and incidental expenses incurred by Marzano Resources. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge of 1.5% monthly. Marzano Resources will invoice Customer off of the purchase order based on the following schedule:

Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	\$17,600.00	Upon execution of Agreement
March 2021	\$6,400.00	March 17, 2021
April 2021	\$25,600.00	April 30, 2021
May 2021	\$38,400.00	May 19, 2021

3. **Professional Development**

- 3.1. **Description of Services:** Marzano Resources will provide a speaker (“Associate”) to perform the professional development services described in Exhibit A.
- 3.2. **Presentation Materials:** Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.
- 3.3. **Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment, and technical support for all sessions.

4. **General Terms**

- 4.1. **Intellectual Property:** Customer acknowledges that Marzano Resources or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement and that no materials will be developed specifically for Customer. Marzano Resources will retain all copyrights owned prior to



entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of Marzano Resources. All audio, video, and digital recording of the services by Customer is prohibited.

- 4.2. Force Majeure:** If events beyond the parties' control make it impossible to perform under this Agreement, the party unable to perform will not have any liability to the other party for the prevented performance. All obligations unaffected by such an event will remain in place.
- 4.3. Termination:** Marzano Resources may terminate this Agreement if Marzano Resources has not received a purchase order by the Purchase Order Due Date.
- a. Professional Development:** If Customer cancels any Professional Development Services within 90 days of the scheduled date for any reason but Force Majeure, Customer will reimburse Marzano Resources for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit. If events beyond the parties' control make performance on the scheduled dates impossible, the parties will make a good faith effort to reschedule the Professional Development Services.
  - b. Resource Returns and Refunds:** Resource returns and refunds will be handled by the Return Policy outlines at <https://www.marzanosresources.com/customer-service/product-orders>.
- 4.4. Entire Agreement:** This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and Marzano Resources:

_____	_____	_____	_____
Robert Pletka, Ed.D.	Date	Megan Schutz	Date
Superintendent		Director of Professional Development	
Fullerton School District		Marzano Resources, LLC	

Please email this Agreement to Lindsey Eastman at [lindsey.eastman@marzanoresources.com](mailto:lindsey.eastman@marzanoresources.com) or fax to 866.868.5478.

**Exhibit A****Description of Professional Development Services****Service 1****Date:** March 17, 2021**Speaker:** Phil Warrick**Topic:** Leading High Reliability Schools**Format:** On-site**Cost:** \$8,000.00, inclusive of travel and expenses**Service 2****Date:** April 23, 2021**Speaker:** Phil Warrick**Topic:** Leading High Reliability Schools**Format:** On-site**Cost:** \$8,000.00, inclusive of travel and expenses**Service 3****Date:** April 26, 2021**Speaker:** Phil Warrick**Topic:** Leading High Reliability Schools**Format:** On-site**Cost:** \$8,000.00, inclusive of travel and expenses**Service 4****Date:** April 27, 2021**Speaker:** Phil Warrick**Topic:** Leading High Reliability Schools**Format:** On-site**Cost:** \$8,000.00, inclusive of travel and expenses**Service 5****Date:** April 30, 2021**Speaker:** Phil Warrick**Topic:** Leading High Reliability Schools**Format:** On-site**Cost:** \$8,000.00, inclusive of travel and expenses**Service 6****Date:** May 6, 2021**Speaker:** Phil Warrick**Topic:** Leading High Reliability Schools**Format:** On-site**Cost:** \$8,000.00, inclusive of travel and expenses**Service 7****Date:** May 11, 2021**Speaker:** Phil Warrick**Topic:** Leading High Reliability Schools**Format:** On-site**Cost:** \$8,000.00, inclusive of travel and expenses

**Service 8****Date:** May 12, 2021**Speaker:** Phil Warrick**Topic:** Leading High Reliability Schools**Format:** On-site**Cost:** \$8,000.00, inclusive of travel and expenses**Service 9****Date:** May 13, 2021**Speaker:** Phil Warrick**Topic:** Leading High Reliability Schools**Format:** On-site**Cost:** \$8,000.00, inclusive of travel and expenses**Service 10****Date:** May 18, 2021**Speaker:** Phil Warrick**Topic:** Leading High Reliability Schools**Format:** On-site**Cost:** \$8,000.00, inclusive of travel and expenses**Service 11****Date:** May 19, 2021**Speaker:** Phil Warrick**Topic:** Leading High Reliability Schools**Format:** On-site**Cost:** \$8,000.00, inclusive of travel and expenses

**CONTACT INFORMATION**

Please provide the following information.

**Who will be the contact person for the work?**

Contact: Julienne Lee  
Title: Assistant Superintendent  
Phone: 714-447-7708  
Email: julienne\_lee @myfsd.org and cc: nancy\_marcus@myfsd.org  
Cell #: \_\_\_\_\_  
Fax: \_\_\_\_\_

**Who will receive and pay the invoices?**

Contact: Ira Ramirez  
Title: Accounts Payable  
Phone: 714-447-7430  
Email: Ira\_ramirez@myfsd.org  
Fax: \_\_\_\_\_

**Shipping Information (required for resource delivery)**

Shipping Contact: N/A  
Shipping Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Delivery Date: \_\_\_\_\_  
Delivery Times: \_\_\_\_\_  
 Do you have a Delivery Dock?  
Choose one:  Do you have double doors (for pallet)?  
 Do you require inside delivery?

CONSENT ITEM

**DATE:** August 11, 2020

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

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

**PREPARED BY:** Robin Gilligan, Director, Student Support Services

**SUBJECT:** **APPROVE/RATIFY RECURRING AGREEMENT BETWEEN THE FULLERTON SCHOOL DISTRICT AND ORANGE COUNTY DEPARTMENT OF EDUCATION BUSINESS DIVISION FOR SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES EFFECTIVE JULY 1, 2020 THROUGH JUNE 30, 2021**

Background: This board item provides for the local billing administration of the School-Based Medi-Cal Administrative Activities through the Orange County Department of Education. The Local Educational Consortium is required by the Federal Government for the processing of Administrative claims.

Rationale: Based upon the requirements of the School-Based Medi-Cal Administrative Activities, a local organization is responsible for the oversight of these claims. The Orange County Department of Education is the responsible Local Education Consortium for the purpose of oversight for Medi-Cal claims.

Funding: Total cost of this contract is determined by the revenue earned and currently is at 4.5% paid to OCDE. This revenue is unrestricted and is returned to the Special Education General Fund.

Recommendation: Approve/Ratify recurring agreement between Fullerton School District and Orange County Department of Education Business Division for School-Based Medi-Cal Administrative Activities effective July 1, 2020 through June 30, 2021.

JL:RG:vm  
Attachment

2 FULLERTON SCHOOL DISTRICT  
3 SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)  
4 PARTICIPATION AGREEMENT

5 This AGREEMENT is hereby entered into this 1st day of July, 2020,  
6 by and between the Orange County Superintendent of Schools, 200 Kalmus  
7 Drive, Costa Mesa, California 92626, Region 9 Local Educational  
8 Consortium (LEC), hereinafter referred to as SUPERINTENDENT, and the  
9 Fullerton School District, 1401 West Valencia Drive, Fullerton,  
10 California 92833, hereinafter referred to as DISTRICT. SUPERINTENDENT  
11 and DISTRICT shall be collectively referred to as the Parties.

12 WITNESSETH:

13 WHEREAS, SUPERINTENDENT has entered into an Agreement with the  
14 California State Department of Health Care Services, hereinafter  
15 referred to as STATE, which is incorporated herein by this reference,  
16 to serve as the Local Educational Consortium (LEC) for the Region 9  
17 in accordance with the California Welfare and Institutions Code  
18 Section 14132.47(c) (1); and

19 WHEREAS, SUPERINTENDENT has been designated by the STATE to  
20 represent school districts and county offices located in Region 9,  
21 hereinafter referred to as LEA (Local Education Agency) to administer  
22 School-Based Medi-Cal Administrative Activities (SMAA) described as  
23 Administrative Claiming process in the California Welfare and  
24 Institutions Code Section 14132.47(c) (1); and

25 WHEREAS, the goal of the School-Based Medi-Cal Administrative  
Activities (SMAA) Program is to improve the availability and  
accessibility of Medi-Cal services to Medi-Cal eligible and

1 potentially eligible individuals, and their families where  
2 appropriate, served by the SUPERINTENDENT and participating LEA'S; and

3 WHEREAS, DISTRICT is providing School-Based Medi-Cal  
4 Administrative Activities and wishes to participate in the School-  
5 Based Medi-Cal Administrative Activities Program.

6 NOW, THEREFORE, the Parties hereby agree as follows:

7 1.0 TERM. The term of this AGREEMENT shall be for a period of one  
8 (1) year commencing on July 1, 2020, and ending on June 30, 2021,  
9 subject to termination as set forth in this AGREEMENT.

10 2.0 RESPONSIBILITIES OF SUPERINTENDENT.

11 a. Responsibilities of SUPERINTENDENT and DISTRICT will be  
12 amended as necessary to comply with all Federal, state  
13 and SUPERINTENDENT'S program requirements.

14 b. "Certify" to the STATE:

15 1. The amount of DISTRICT'S general funds or any other  
16 funds allowed under Federal law and regulation  
17 expended are allowable "Program activities".

18 2. The availability and expenditure of one hundred  
19 percent (100%) of the non-Federal cost of performing  
20 Program activities.

21 3. That DISTRICT expenditures represent costs that are  
22 eligible for Federal financial participation for  
23 that fiscal year.

24 c. Act as liaison between STATE and DISTRICT and as mandated  
25 by STATE, attend STATE trainings.



- 1 d. As mandated, provide a software platform through a third  
2 party vendor, through which the DISTRICT shall utilize  
3 the Random Moment Time Survey (RMTS) process. Although  
4 the SUPERINTENDENT will make every reasonable effort to  
5 facilitate the use of the software platform, the  
6 SUPERINTENDENT is not responsible for problems resulting  
7 from software platform or system errors.
- 8 e. Represent DISTRICT'S issues, concerns, and questions at  
9 scheduled statewide LEC Advisory Committee meetings,  
10 STATE meetings, and SMAA Program work groups.
- 11 f. Conduct Region 9 LEC DISTRICT SMAA Coordinator meetings  
12 and trainings and provide STATE approved training  
13 materials and updates to DISTRICT.
- 14 g. On behalf of STATE, provide SMAA and RMTS program  
15 technical assistance.
- 16 h. Code all RMTS moments and make available to the DISTRICT  
17 its RMTS results. Coding is based on the presumption that  
18 the responses received from the DISTRICT are accurate and  
19 all necessary documentation exists to support it. The LEC  
20 shall not be responsible for monitoring, reviewing or  
21 verifying documentation for any coded moment.
- 22 i. Review and submit the Random Moment Time Survey (RMTS)  
23 quarterly invoices and related supporting documentation  
24 to the STATE on behalf of the DISTRICT and convey to the  
25 DISTRICT by warrant all funds received on behalf of  
DISTRICT from the STATE less any amount due the

1 SUPERINTENDENT as defined in Section 5.0 of this  
2 AGREEMENT. No funds will be conveyed to DISTRICT for  
3 invoices that have been disallowed by the STATE or any  
4 federal agency.

5 j. Work with DISTRICT to resolve any outstanding matters that  
6 prevent SUPERINTENDENT'S certification of claim.

7 k. Monitor SMAA and RMTS compliance of DISTRICT with all  
8 Federal, STATE, and SUPERINTENDENT'S Program  
9 requirements.

10 l. Designate an employee to act as liaison to DISTRICT  
11 regarding issues relating to this AGREEMENT.

12 m. Offer the DISTRICT the option of the LEC preparing the  
13 RMTS quarterly invoice for a mutually agreed to additional  
14 fee (See Appendix "C").

15 n. If necessary, assist the DISTRICT with the calculation of  
16 the LEA Medi-Cal Eligibility Rate or "Data Match  
17 percentage" from student data submitted by the DISTRICT.

18 o. Provide DISTRICT access to STATE SMAA Appeal Process upon  
19 request and appeal DISTRICT decision or action through  
20 the STATE SMAA Appeal Process as necessary.

21 3.0 RESPONSIBILITIES OF DISTRICT.

22 a. Responsibilities of SUPERINTENDENT and DISTRICT will be  
23 amended as necessary to comply with all Federal, STATE  
24 and SUPERINTENDENT'S program requirements.

25 b. Comply fully with all Title XIX Federal, STATE, and  
SUPERINTENDENT'S Program requirements.

1 c. RMTS software platform may be accessed only by employees  
2 of the DISTRICT for RMTS purposes. DISTRICT agrees to  
3 comply with the confidentiality and other requirements  
4 associated with use of the RMTS software platform.  
5 DISTRICT shall be responsible for any unauthorized use  
6 and understands that the DISTRICT may be held liable.

7 d. Quarterly assess SMAA claiming potential within the  
8 DISTRICT and determine which staff perform SMAA activities  
9 and what direct charges, if applicable, will be claimed.  
10 The DISTRICT will determine which staff participate in  
11 the quarterly Random Moment Time Survey (RMTS).

12 e. Certify to the SUPERINTENDENT and STATE:

13 1. The amount of DISTRICT'S general funds or any other  
14 funds allowed under Federal law and regulations expended  
15 on the allowable "Program activities".

16 2. The availability and expenditure, from allowable non-  
17 Federal funding sources, of one hundred percent (100%)  
18 of the cost of performing Program activities.

19 3. Expenditures represent costs that are eligible for  
20 Federal financial participation for that fiscal year.

21 f. If subcontracting for certain administrative activities,  
22 provide SUPERINTENDENT with a copy of the DISTRICT'S  
23 contract with vendor. DISTRICT may include vendor's  
24 allowable costs on its invoice, to the extent that same  
25 tasks are not performed by the SUPERINTENDENT and with

1 the understanding that the total annual vendor fees cannot  
2 exceed fifteen percent (15%).

3 g. Ensure that DISTRICT'S designated SMAA Coordinator  
4 attends quarterly Region 9 LEC SMAA Coordinators trainings  
5 and meetings.

6 h. Adhere to timelines established by the STATE and  
7 SUPERINTENDENT for completion of Program documentation  
8 (e.g., Program invoices, Random Moment Time Survey (RMTS)  
9 Rosters, Coding reports, etc.). Respond in a timely  
10 manner to all STATE and SUPERINTENDENT requests for  
11 information and documentation.

12 i. Respond to SUPERINTENDENT reviews with information and  
13 corrected documents upon request and work with  
14 SUPERINTENDENT to resolve any outstanding matters.

15 j. Appeal SUPERINTENDENT'S decision through the STATE SMAA  
16 LEA Appeal Process if necessary.

17 k. Complete quarterly Random Moment Time Survey (RMTS), as  
18 required by the Centers for Medicare and Medicaid Services  
19 (CMS), to determine the amount of paid time spent on  
20 Program claimable activities.

21 l. DISTRICT will maintain a minimum response rate of eighty-  
22 five percent (85%) of the moments assigned per time study  
23 quarter. If DISTRICT is unable to maintain the required  
24 response rate, DISTRICT will have sanctions applied  
25 according to the School-Based Medi-Cal Administrative  
Activities (SMAA) Manual.

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m. Develop and maintain at the DISTRICT an Audit File to include at a minimum the following:

- Training materials.
- Random Moment Time Survey (RMTS) Time Survey Participant (TSP) Roster Reports and other documentation, including validation of time survey participant attendance.
- Time certification and supporting documentation for direct charge staff.
- Job Descriptions.
- Medi-Cal Percentage documentation.
- Invoice documents and supporting documentation.
- Contracts/MOU.
- Organizational Charts.
- School Calendar.
- Resource Directories and outreach materials.
- Program review documentation.

n. Prepare and certify School-Based MAA invoices to the LEC in conformance with STATE requirements and timelines providing SUPERINTENDENT with copies of SMAA invoice supporting documentation upon request.

o. DISTRICT agrees to maintain and preserve, documentation for a period of not less than five years after termination of Agreement Number 50105 and final payment from Department of Health Care Services (DHCS) to SUPERINTENDENT, to permit Department of Health Care Services (DHCS) or any duly authorized representative, to have access to examine or audit any pertinent books, documents, papers and records related to this AGREEMENT and to allow interviews of any employee who might reasonably have information related to such records.

1 p. If DISTRICT'S AGREEMENT is in excess of Ten thousand  
2 dollars (\$10,000.00), DISTRICT shall agree and comply with  
3 the following terms and conditions:

4 1. Maintain books, records, documents, and other  
5 evidence, accounting procedures and practices,  
6 sufficient to properly reflect all direct and  
7 indirect costs of whatever nature claimed to  
8 have been incurred in the performance of this  
9 AGREEMENT, including any matching costs and  
10 expenses. The foregoing constitutes "records"  
11 for the purpose of this provision.

12 2. DISTRICT'S facility or office or such part  
13 thereof as may be engaged in the performance of  
14 this AGREEMENT and its records shall be subject  
15 at all reasonable times to inspection, audit,  
16 and reproduction.

17 3. The Department of Health Care Services (DHCS),  
18 the Department of General Services, the Bureau  
19 of State Audits, or their designated  
20 representatives including the Comptroller  
21 General of the Unites States shall have the  
22 right to review and to copy any records and  
23 supporting documentation pertaining to the  
24 performance of this AGREEMENT. DISTRICT agrees  
25 to allow the auditor(s) access to such records  
during normal business hours and to allow

1 interviews of any employees who might reasonably  
2 have information related to such records.  
3 Further, DISTRICT agrees to include a similar  
4 right of the STATE to audit records and  
5 interview staff related to performance of this  
6 AGREEMENT.

7 4. Preserve and make available its records (1) for  
8 a period of five (5) years from the date of final  
9 payment under this AGREEMENT, and (2) for such  
10 longer period, if any, as required by applicable  
11 statute, by any other provision of this  
12 AGREEMENT, or by subparagraphs (a) or (b) below:

13 (a) If this AGREEMENT is completely or partially  
14 terminated, the records relating to the  
15 work terminated shall be preserved and  
16 made available for a period of five (5)  
17 years from the date of resulting final  
18 settlement.

19 (b) If any litigation, claim, negotiation,  
20 audit, or other action involving the  
21 records has been started before the  
22 expiration of the five-year period, the  
23 records shall be retained until completion  
24 of the action and resolution of all issues  
25 which arise from it, or until the end of

1 the regular five-year period, whichever is  
2 later.

3 5. DISTRICT shall comply with the above  
4 requirements and be aware of the penalties for  
5 violations of fraud and for obstruction of  
6 investigation as set forth in Public Contract  
7 Code §10115.10, if applicable.

8 6. DISTRICT, may at its discretion, following  
9 receipt of final payment under this AGREEMENT,  
10 reduce its accounts, books and records related  
11 to this AGREEMENT to microfilm, computer disk,  
12 CD ROM, DVD, or their data storage medium. Upon  
13 request by an authorized representative to  
14 inspect, audit or obtain copies of said records,  
15 DISTRICT must supply or make available  
16 applicable devices, hardware, and/or software  
17 necessary to view, copy and/or print said  
18 records. Applicable devices may include, but  
19 are not limited to microfilm readers and  
20 microfilm printers, etc.

21 q. The STATE, through any authorized representatives, has  
22 the right at all reasonable times to inspect or otherwise  
23 evaluate the work performed or being performed hereunder  
24 and the premises in which it is being performed. If any  
25 inspection or evaluation is made of the premises of  
DISTRICT, DISTRICT shall provide all reasonable



1 facilities and assistance for the safety and convenience  
2 of the authorized representative in the performance of  
3 their duties. All inspections and evaluations shall be  
4 performed in such a manner as will not unduly delay the  
5 work.

6 r. In the event an invoice is revised or is disallowed by  
7 the STATE, agree to reimburse SUPERINTENDENT within thirty  
8 (30) days of receipt of an invoice from SUPERINTENDENT  
9 evidencing SUPERINTENDENT'S payment to the STATE for  
10 DISTRICT'S revised or disallowed invoice.

11 s. Ensure no duplicative billings.

12 t. Hold SUPERINTENDENT harmless from any Federal  
13 disallowance of SMAA claim payments made to DISTRICT by  
14 the STATE.

15 u. Designate an employee to act as a liaison with  
16 SUPERINTENDENT to provide DISTRICT specific information  
17 relative to SMAA Program administration and fiscal issues.

18 v. If necessary, provide SUPERINTENDET with student data  
19 files required for the calculation of the LEA Medi-Cal  
20 Eligibility Rate or "Data Match percentage".

21 w. Complete and return with the fully executed AGREEMENT,  
22 SUPERINTENDENT'S School-Based Medi-Cal Administrative  
23 Activities (SMAA) District Information 2020-2021 form,  
24 Appendix "A", the School-Based Medi-Cal Administrative  
25 Activities (SMAA) LEC Fee Information 2020-2021 form,  
Appendix "C", Certification Regarding Lobbying form,

1                   Appendix "D", and Data Use Agreement, Appendix "E",  
2                   attached hereto and incorporated by reference herein.

3 4.0 DATA USE AGREEMENT. The Parties agrees to secure data and  
4 documents that reside in the California Department of Health Care  
5 Services (DHCS) Medi-Cal system of records, or with its agents, to  
6 ensure the integrity, security, and confidentiality of such data and  
7 documents, and to permit only appropriate disclosure and use as may  
8 be permitted by law as specified in School-Based Medi-Cal  
9 Administrative Activities (SMAA) Agreement for Disclosure and Use of  
10 Medi-Cal Data 2020-2021 (DATA USE AGREEMENT), Appendix "E", attached  
11 hereto and incorporated by reference herein. The DATA USE AGREEMENT  
12 must be signed by the Custodian of Records on behalf of the DISTRICT.

13 5.0 DISTRICT CLAIM REIMBURSEMENT. Upon satisfactory compliance of  
14 DISTRICT'S responsibilities outlined in Section 3.0 of this AGREEMENT  
15 and after SUPERINTENDENT has received reimbursement from the STATE for  
16 DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT shall convey to  
17 DISTRICT by warrant, all funds received on behalf of DISTRICT from the  
18 STATE less any amount due the SUPERINTENDENT and STATE as determined  
19 in Section 5.0 below. No funds will be conveyed to DISTRICT for  
20 invoices that have been revised or disallowed by the STATE or Federal.  
21 Payment to DISTRICT shall be made within forty-five (45) days of  
22 receipt and reconciliation of STATE funds by SUPERINTENDENT.

23 6.0 FEE SCHEDULE.

- 24       a. RMTS Software Platform Fee. DISTRICT will be responsible  
25       for DISTRICT'S share of the RMTS Software Platform Fee,  
      which is based on the DISTRICT'S actual cost of utilizing

1 the RMTS Software Platform through a third party  
2 administrator selected by the Region 9 LEC for the Random  
3 Moment Time Survey. SUPERINTENDENT will bill DISTRICT for  
4 DISTRICT'S share of the software platform fees as  
5 described in the School-Based Medi-Cal Administrative  
6 Activities (SMAA) RMTS Fee Information 2020-2021 form,  
7 Appendix "B", attached hereto and incorporated by  
8 reference herein.

9 b. SUPERINTENDENT'S LEC Fees.

10 1. After SUPERINTENDENT has received reimbursement  
11 from the STATE for DISTRICT'S quarterly SMAA  
12 claim(s), SUPERINTENDENT will transfer to  
13 DISTRICT an amount equal to the Federal share  
14 of cost received as reimbursement for DISTRICT'S  
15 SMAA claim submitted by DISTRICT, less four and  
16 one-half percent (4.5%) fee per quarterly claim  
17 which will be used to support SUPERINTENDENT'S  
18 SMAA administration. The four and one-half  
19 percent (4.5%) fee may be amended as necessary  
20 to support compliance with all Federal, STATE  
21 and SUPERINTENDENT'S program requirements. LEC  
22 fee will include DISTRICT'S share of the STATE  
23 Participation Fee, which is based on the STATE'S  
24 cost for administering the SMAA claiming  
25 process.

1                   2.    Optional Services. If the DISTRICT selects the  
2                   option of having the LEC prepare the RMTS  
3                   quarterly invoice, an additional two percent  
4                   (2.0%) will be added to the LEC Fee percentage  
5                   mentioned in 5.b.1 above, but billed separately.  
6                   SUPERINTENDENT will provide Optional Services  
7                   upon written request of DISTRICT (See Appendix  
8                   "C").

9                   c.    The obligations of SUPERINTENDENT and DISTRICT under this  
10                  AGREEMENT are contingent upon the availability of funds  
11                  furnished by the United States Government and the State  
12                  of California. In the event that such funding is  
13                  terminated or reduced, this AGREEMENT may be terminated,  
14                  and SUPERINTENDENT'S and DISTRICT'S fiscal obligations  
15                  hereunder shall be limited to a pro-rated amount of  
16                  funding actually received by the SUPERINTENDENT and  
17                  DISTRICT from the United States Government and the State  
18                  of California under this AGREEMENT. SUPERINTENDENT shall  
19                  provide DISTRICT written notification of such  
20                  termination. Notice shall be deemed given when received  
21                  by the DISTRICT or no later than three (3) days after the  
22                  day of mailing, whichever is sooner.

23                  7.0 FEDERAL CLAIMING.

24                  a.    TITLE 31 - Money and Finance, Subtitle V - General  
25                  Assistance Administration, Chapter 75 - Requirements for  
                  Single Audits, Section 7502 requires each pass through

1           entity provide the sub-recipient program names and any  
2           identifying numbers from which such assistance is derived.  
3           The Catalog of Federal Domestic Assistance (CFDA) number  
4           for this Federal program is 93.778, Medical Assistance  
5           Program (Medi-Cal).

6           b.     A "Vendor" means a dealer, distributor, merchant, or other  
7           seller providing goods or services that are required for  
8           the conduct of a Federal program. These goods or services  
9           may be for an organization's own use or for the use of  
10          beneficiaries of the Federal program. Additional guidance  
11          on distinguishing between a sub-recipient and a vendor is  
12          provided in OMB Circular A-133.

13   8.0   INDEPENDENT CONTRACTOR.   SUPERINTENDENT, in the performance of  
14   this AGREEMENT, shall be and act as an independent contractor.  
15   SUPERINTENDENT understands and agrees that he/she and all of his/her  
16   employees shall not be considered officers, employees or agents of the  
17   DISTRICT, and are not entitled to benefits of any kind or nature  
18   normally provided employees of the DISTRICT and/or to which DISTRICT'S  
19   employees are normally entitled, including, but not limited to, State  
20   Unemployment Compensation or Workers' Compensation. SUPERINTENDENT  
21   assumes full responsibility for the acts and/or omissions of his/her  
22   employees or agents as they relate to the services to be provided  
23   under this AGREEMENT. SUPERINTENDENT shall assume full responsibility  
24   for payment of all Federal, STATE and local taxes or contributions,  
25   including unemployment insurance, social security and income taxes  
with respect to SUPERINTENDENT'S employees.

1 9.0 COPYRIGHT. DISTRICT understands and agrees that all forms, plans,  
2 and related instructional materials developed by SUPERINTENDENT or  
3 DISTRICT under this AGREEMENT shall become the exclusive property of  
4 the Department of Health Care Services. The Department of Health Care  
5 Services shall have all right, title and interest in said matters,  
6 including the right to secure and maintain the copyright, trademark  
7 and/or patent all forms and related instructional materials developed  
8 under this AGREEMENT.

9 10.0 HOLD HARMLESS.

10 a. SUPERINTENDENT hereby agrees to indemnify, defend, and  
11 hold harmless DISTRICT, its Governing Board, and its  
12 officers, agents, and employees from liability and claims  
13 of liability for bodily injury, personal injury, sickness,  
14 disease, or death of any person or persons, or damage to  
15 any property, real, personal, tangible or intangible,  
16 arising out of the negligent acts or omissions of  
17 employees, agents or officers of SUPERINTENDENT or the  
18 Orange County Board of Education during the term of this  
19 AGREEMENT.

20 b. DISTRICT hereby agrees to indemnify, defend, and hold  
21 harmless SUPERINTENDENT, the Orange County Board of  
22 Education, and its officers, agents, and employees from  
23 liability and claims of liability for bodily injury,  
24 personal injury, sickness, disease, or death of any person  
25 or persons, or damage to any property, real, personal,  
tangible or intangible, arising out of the negligent acts

1 or omissions of employees, agents or officers of DISTRICT  
2 during the term of this AGREEMENT.

3 11.0 CONFIDENTIALITY.

4 a. SUPERINTENDENT and DISTRICT shall maintain  
5 confidentiality of their respective records and  
6 information, governing the confidentiality of client or  
7 student information for Medi-Cal clients served under this  
8 AGREEMENT. Applicable laws include, but are not limited  
9 to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section 431.300,  
10 Welfare and Institutions Code, Section 14100.2 and 22  
11 California Code of Regulations Section 51009 and all  
12 applicable Federal and/or STATE laws or regulations as  
13 each may now exist or be hereafter amended. The  
14 confidentiality obligations contained in this section  
15 shall survive termination of this AGREEMENT.

16 b. DISTRICT understands and agrees to take all reasonable  
17 steps to avoid unauthorized disclosure of any of  
18 SUPERINTENDENT'S agents' proprietary data provided for  
19 purposes of this AGREEMENT hereinafter defined as data  
20 file specifications, related instructions, management  
21 reports, training materials, plans or other information  
22 relating to the performance of SUPERINTENDENT'S agents  
23 services hereunder, disclosed by SUPERINTENDENT to  
24 DISTRICT pursuant to this AGREEMENT. DISTRICT shall not  
25 during or after the term of this AGREEMENT, permit the  
copying, duplication, or use of any of SUPERINTENDENT'S

1 agents' proprietary data by or to any person other than  
2 authorized employees, agents or representatives of  
3 DISTRICT.

4 12.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort  
5 to assure that the information supplied to SUPERINTENDENT hereunder  
6 shall be true, complete, and accurate in all respects. DISTRICT shall  
7 assume sole responsibility for the truth, completeness and accuracy  
8 of all information supplied to SUPERINTENDENT and agrees that  
9 SUPERINTENDENT shall have no responsibility or liability for the  
10 truth, completeness or accuracy of any information submitted by  
11 DISTRICT hereunder. SUPERINTENDENT reserves the right to not certify  
12 SMAA invoice(s) that do not comply with STATE and Federal SMAA  
13 requirements.

14 13.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable for  
15 damages or losses to DISTRICT employees, agents, independent  
16 contractors or students relating to lost medical services or lost data  
17 under this AGREEMENT. SUPERINTENDENT shall not be liable for any sums  
18 DISTRICT does not obtain in reimbursement from the STATE, or for any  
19 incidental, indirect, special or consequential damages to DISTRICT  
20 arising from the denial of any request for reimbursement from the  
21 STATE.

22 14.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this  
23 AGREEMENT shall not be assigned by the DISTRICT without prior written  
24 approval of SUPERINTENDENT.

25 15.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein  
must meet the approval of the DISTRICT and shall be subject to the



1 DISTRICT'S general right of inspection to secure the satisfactory  
2 completion thereof. SUPERINTENDENT and DISTRICT agree to comply with  
3 all Federal, STATE and local laws, rules, regulations and ordinances  
4 that are now or may in the future become applicable to SUPERINTENDENT  
5 or DISTRICT'S, equipment and personnel engaged in operations covered  
6 by this AGREEMENT or accruing out of the performance of such  
7 operations.

8 16.0 LOBBYING RESTRICTIONS AND DISCLOSURE CERTIFICATION. **DISTRICT**  
9 **shall complete and return with the fully executed AGREEMENT the**  
10 **Certification Regarding Lobbying form, Appendix "D", attached hereto**  
11 **and incorporated by reference herein,** that the DISTRICT has not made,  
12 and will not make, any payment prohibited by Item 1 of the  
13 Certification Regarding Lobbying form.

14 17.0 DEBARMENT AND SUSPENSION CERTIFICATION. By signing this  
15 AGREEMENT, DISTRICT certifies to the best of its knowledge and belief,  
16 that it:

- 17 a. Is not presently debarred, suspended, proposed for  
18 debarment, declared ineligible, or voluntarily excluded  
19 by any federal department or agency;
- 20 b. Has not within a three-year period preceding this  
21 AGREEMENT been convicted of or had a civil judgement  
22 rendered against them for commission of fraud or a  
23 criminal offense in connection with obtaining, attempting  
24 to obtain, or performing a public (Federal, STATE or  
25 local) transaction or contract under a public transaction;  
violation of Federal or STATE antitrust statutes or

1 commission of embezzlement, theft, forgery, bribery,  
2 falsification or destruction of records, making false  
3 statements, or receiving stolen property.

4 c. Is not presently indicted for or otherwise criminally or  
5 civilly charged by a government entity (Federal, STATE or  
6 local) with commission of any of the offenses enumerated  
7 in Section 16.0(b) herein; and

8 d. Has not within a three-year period preceding this  
9 AGREEMENT had one or more public transactions (Federal,  
10 STATE or local) terminated for cause or default.

11 e. The terms and definitions herein have the meanings set  
12 out in the Definitions and Coverage sections of the rules  
13 implementing Federal Executive Order 12549.

14 f. If DISTRICT is unable to certify to any of the statements  
15 in this certification, DISTRICT shall submit an  
16 explanation to SUPERINTENDENT.

17 g. If DISTRICT knowingly violates this certification, in  
18 addition to other remedies available to the Federal  
19 Government, the Department of Health Care Services (DHCS)  
20 may terminate this AGREEMENT for cause or default.

21 18.0 HIPAA. DISTRICT agrees to inform all students and faculty of the  
22 importance of complying with all relevant State and Federal  
23 confidentiality laws, including the Health Insurance Portability and  
24 Accountability Act of 1996 (HIPPA) to the extent applicable. In  
25 addition, DISTRICT agrees to provide students and faculty with training  
in the requirements of the privacy and security provisions of HIPAA

1 and to advise them of the importance of complying with Facility's  
2 policies and procedures relative to HIPAA.

3 19.0 NON-DISCRIMINATION. In the performance of this AGREEMENT,  
4 SUPERINTENDENT and DISTRICT agree that they shall not engage nor employ  
5 any unlawful discriminatory practices in employment of personnel or in  
6 any other respect on the basis of sex, race, color, ethnicity, national  
7 origin, ancestry, religion, age, marital status, medical condition,  
8 sexual orientation, physical or mental disability or any other  
9 protected group in accordance with the requirements of all applicable  
10 Federal or STATE law.

11 20.0 TOBACCO USE POLICY. In the interest of public health,  
12 SUPERINTENDENT provides a tobacco-free environment. Smoking or the use  
13 of any tobacco products are prohibited in buildings and vehicles, and  
14 on any property owned, leased or contracted for by the SUPERINTENDENT  
15 pursuant to SUPERINTENDENT' Policy 400.15. Failure to abide with  
16 conditions of this policy could result in the termination of this  
17 AGREEMENT.

18 21.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with  
19 or without cause, terminate this AGREEMENT with the giving of thirty  
20 (30) days prior written notice to the other party. However, once  
21 SUPERINTENDENT has submitted a RMTS Roster Report to the Department  
22 of Health Care Services (DHCS), according to the School-Based Medi-  
23 Cal Administrative Activities (SMAA) Manual, DISTRICT may not  
24 terminate until the next quarter survey period.

25 22.0 NOTICE. All notices or demands to be given under this AGREEMENT  
by either party to the other shall be in writing and given either by:

1 (a) personal service or (b) by U.S. Mail, mailed either by registered  
2 or certified mail, return receipt requested, with postage prepaid.  
3 Service shall be considered given when received if personally served  
4 or if mailed on the third day after deposit in any U.S. Post Office.  
5 The address to which notices or demands may be given by either party  
6 may be changed by written notice given in accordance with the notice  
7 provisions of this section. As of the date of this AGREEMENT, the  
8 addresses of the parties are as follows:

9           DISTRICT:     Fullerton School District  
                          1401 West Valencia Drive  
10                         Fullerton, California 92833  
                          Attn: \_\_\_\_\_

11           SUPERINTENDENT:   Orange County Superintendent of Schools  
12                            200 Kalmus Drive  
                          Costa Mesa, California 92626  
13                            Attn: Patricia McCaughey

14 23.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek  
15 redress for violation of, or to insist upon, the strict performance  
16 of any term or condition of this AGREEMENT shall not be deemed a waiver  
17 by that party of such term or condition, or prevent a subsequent  
18 similar act from again constituting a violation of such term or  
19 condition.

20 24.0 SEVERABILITY. If any term, condition or provision of this  
21 AGREEMENT is held by a court of competent jurisdiction to be invalid,  
22 void, or unenforceable, the remaining provisions will nevertheless  
23 continue in full force and effect, and shall not be affected, impaired  
24 or invalidated in any way.  
25

1 25.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall  
2 be governed by the laws of the State of California with venue in Orange  
3 County, California.

4 26.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
5 attached hereto constitute the entire agreement among the Parties to  
6 it and supersedes any prior or contemporaneous understanding or  
7 agreement with respect to the services contemplated, and may be amended  
8 only by a written amendment executed by both Parties to the AGREEMENT.

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

10 DISTRICT: FULLERTON SCHOOL  
11 DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

12 BY: \_\_\_\_\_  
13 Authorized Signature

BY: \_\_\_\_\_  
Authorized Signature

14 PRINTED NAME: \_\_\_\_\_

PRINTED NAME: Patricia McCaughey

15 TITLE: \_\_\_\_\_

TITLE: Administrator

DATE: \_\_\_\_\_

DATE: March 11, 2020

16 \_\_\_\_\_  
17 FEDERAL IDENTIFICATION NUMBER

18  
19 Fullerton SD(50105)-SMAA Agreement 2020-2021  
20 ZIP4

CONSENT ITEM

**DATE:** August 11, 2020

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

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

**PREPARED BY:** Robin Gilligan, Director, Student Support Services

**SUBJECT:** **APPROVE RECURRING NONPUBLIC SCHOOL MASTER CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND PROFESSIONAL TUTORS OF AMERICA EFFECTIVE AUGUST 12, 2020 THROUGH JUNE 30, 2021**

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

The rates for this nonpublic school are as follows:

Professional Tutors of America:	
Behavior Intervention Deisgn Planning	\$120/per 60 min
Behavior Intervention Design Implementation	\$ 75-\$120/per 60 min
Counseling & Guidance	\$125/per 60 min
Language and Speech	\$120/per 60 min
Occupational Therapy	\$120/per 60 min
Vocational Education & Career Development	\$ 90/per 60 min
Academic Tutoring	\$ 80/per 60 min
Academic Achievement Test	\$ 80/per 60 min

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

Funding: Total cost of this contract is to be in the amount of the Individualized Service Agreement and is to be paid from the Student Support Services General Fund.

Recommendation: Approve recurring Nonpublic School Master Contract between Fullerton School District and Professional Tutors of America effective August 12, 2020 through June 30, 2021.

JL:RG:vm  
Attachment

**2020 - 2021**

**NONPUBLIC, NONSECTARIAN  
SCHOOL**

**MASTER CONTRACT**

**BETWEEN**

**FULLERTON SCHOOL DISTRICT**

**AND**

**PROFESSIONAL TUTORS OF AMERICA**

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

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

District FULLERTON SCHOOL DISTRICT

Contract Year 2020-21

           Nonpublic School (NPS)

  X   Nonpublic Agency (NPA)

**Type of Contract:**

            Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

           Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for ninety (90) days at the discretion of the LEA and CONTRACTOR. Expiration Date:                                 

***When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.***



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**2020-2021**

**CONTRACT NUMBER:**

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**LEA: FULLERTON SCHOOL DISTRICT**

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**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:  
PROFESSIONAL TUTORS OF AMERICA**

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this **12<sup>th</sup> day of August, 2020**, between the **FULLERTON SCHOOL DISTRICT** (hereinafter referred to as “District” or local educational agency “LEA”) and **PROFESSIONAL TUTORS OF AMERICA** (hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement, does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

**2. CERTIFICATIONS AND LICENSES**

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

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

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

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

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

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

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

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

### **4. TERM OF MASTER CONTRACT**

**The term of this Master Contract shall be from July 1, 2020 to June 30, 2021** (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2020. In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2021.

**5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

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

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

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

**6. INDIVIDUAL SERVICES AGREEMENT**

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

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

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

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

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

## 7. **DEFINITIONS**

The following definitions shall apply for purposes of this contract:

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

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

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

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

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

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

### **9. MAINTENANCE OF RECORDS**

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

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

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

**10. SEVERABILITY CLAUSE**

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

**11. SUCCESSORS IN INTEREST**

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

**12. VENUE AND GOVERNING LAW**

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

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

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

**14. TERMINATION**

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



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

**15. INSURANCE**

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

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

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

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

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

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

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

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

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

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

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

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

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

## **16. INDEMNIFICATION AND HOLD HARMLESS**

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

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

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

**17. INDEPENDENT CONTRACTOR**

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

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

**18. SUBCONTRACTING**

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

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

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

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

**19. CONFLICTS OF INTEREST**

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

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

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

**20. NON-DISCRIMINATION**

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

**EDUCATIONAL PROGRAM**

**21. FREE AND APPROPRIATE PUBLIC EDUCATION**

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

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

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

## **22. GENERAL PROGRAM OF INSTRUCTION**

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

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

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

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

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

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

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

**23. INSTRUCTIONAL MINUTES**

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

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

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

**24. CLASS SIZE**

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

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

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

## **25. CALENDARS**

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

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

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

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

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

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

**26. DATA REPORTING**

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

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

**27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

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

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

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

**28. STATEWIDE ACHIEVEMENT TESTING**

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

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



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

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

**29. DISTRICT MANDATED ATTENDANCE AT MEETINGS**

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

**30. POSITIVE BEHAVIOR INTERVENTIONS**

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

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

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

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

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

### **31. STUDENT DISCIPLINE**

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

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

### **32. IEP TEAM MEETINGS**

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

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

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

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

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

**33. SURROGATE PARENTS**

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

**34. DUE PROCESS PROCEEDINGS**

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

**35. COMPLAINT PROCEDURES**

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

**36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

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

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

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

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

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

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

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

**37. TRANSCRIPTS**

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

**38. LEA STUDENT CHANGE OF RESIDENCE**

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

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

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

**39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

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

**40. PARENT ACCESS**

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

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

**41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

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

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

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

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

**42. LICENSED CHILDREN’S INSTITUTION CONTRACTORS**

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

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

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

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

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

**43. STATE MEAL MANDATE**

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

**44. MONITORING**

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

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

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

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

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

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

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

## **PERSONNEL**

### **45. CLEARANCE REQUIREMENTS**

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

### **46. STAFF QUALIFICATIONS**

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

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

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

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

**47. CALSTRS RETIREMENT REPORTING**

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

**48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

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

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



**49. STAFF ABSENCE**

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

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

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

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

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

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

**HEALTH AND SAFETY MANDATES**

**51. HEALTH AND SAFETY**

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

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

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

**52. FACILITIES AND FACILITIES MODIFICATIONS**

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

**53. ADMINISTRATION OF MEDICATION**

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

**54. INCIDENT/ACCIDENT REPORTING**

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

**55. CHILD ABUSE REPORTING**

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

**56. SEXUAL HARASSMENT/DISCRIMINATION**

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

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

**57. REPORTING OF MISSING CHILDREN**

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

**FINANCIAL**

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

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

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

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

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

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

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

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

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

**59. RIGHT TO WITHHOLD PAYMENT**

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

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

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

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

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

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

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

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

**60. PAYMENT FROM OUTSIDE AGENCIES**

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

**61. PAYMENT FOR ABSENCES**

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

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

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

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

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

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

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

### **63. INSPECTION AND AUDIT**

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

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

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

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

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

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

**64. RATE SCHEDULE**

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

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

**65. DEBARMENT CERTIFICATION**

By signing this Agreement, CONTRACTOR certifies that:

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



The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. **This Master Contract is effective on the 12<sup>th</sup> day of August 2020 and terminates at 5:00 P.M. on June 30, 2021**, unless sooner terminated as provide herein.

CONTRACTOR,  
**PROFESSIONAL TUTORS OF AMERICA**

LEA,  
**FULLERTON SCHOOL DISTRICT**

Nonpublic School/Agency

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

ROBERT GORDON  
CEO/ DIRECTOR OF SPECIAL EDUCATION

ROBERT PLETKA, ED.D.  
SUPERINTENDENT

\_\_\_\_\_  
Name and Title of Authorized  
Representative

\_\_\_\_\_  
Name and Title of Authorized  
Representative

Notices to CONTRACTOR shall be addressed to:

Name: ROBERT GORDON, CEO/DIRECTOR OF SPECIAL EDUCATION  
NPA: PROFESSIONAL TUTORS OF AMERICA  
Address: 3350 E. BIRCH ST #201, BREA CA 92821  
Phone: 714-784-3454, 714-671-1887  
Email: rgordon@professionaltutors.com

Notices to LEA for matters regarding the Administration of the Master Contract, Educational Program, Personnel and Health and Safety mandates, including Incident/Accident Reporting in accordance with Section 53, notices to LEA shall be addressed to:

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

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

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

**EXHIBIT A: RATES**

**CONTRACT YEAR:** 2020-21

**CONTRACTOR:** PROFESSIONAL TUTORS OF AMERICA

**CONTRACTOR NUMBER:** 9900095

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

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

Payment under this contract may not exceed \_\_\_\_\_  
Total LEA enrollment may not exceed \_\_\_\_\_

A. Basic Education Program/Special Education Instruction Per Day

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

B. Related Services

1. Behavior Intervention Design Planning	\$120	per 60 Min
2. Behavior Intervention Design Implementation	\$75-\$120	per 60 Min
3. Counseling & Guidance	\$125	per 60 Min
4. Language Speech	\$120	per 60 Min
5. Occupational Therapy	\$120	per 60 Min
6. Vocational Education & Career Development	\$90	per 60 Min
7. Academic Tutoring	\$80	per 60 Min
8. Academic Achievement Test	\$80	per 60 Min

CONSENT ITEM

**DATE:** August 11, 2020

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

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

**PREPARED BY:** Robin Gilligan, Director, Student Support Services

**SUBJECT:** APPROVE RECURRING 2020/2021 INDEPENDENT CONTRACTOR AGREEMENTS WITH ALLIED INTERPRETING, DANITA ESHMAN, GOMEZ & ASSOCIATES, MARSHALL B. KETCHUM UNIVERSITY, SECURE TRANSPORTATION, AND TASHA’S TRAINING AND CONSULTING

Background: Independent contractors are occasionally utilized to provide specific services that the District determines are necessary to meet student needs and are usually a result of Due Process cases.

The rates for these Independent Contractors are as follows:

Allied Interpreting Service:		
Spanish Interpreters		\$ 295-\$325/half day
Other Languages		\$ 325-\$495/half day
Total cost of contract not to exceed \$25,000		
Danita Eshman:		
Occupational Therapy Services		\$ 50/hour
Total cost of contract not to exceed \$10,000		
Gomez & Associates:		
Spanish Interpreters		\$ 85/hour
American Sign Language		\$ 125/hour
Other Languages		\$ 125/hour
Total cost of contract not to exceed \$10,000		
Marshall B. Ketchum University:		
Comprehensive Eye Exam		\$ 71.33/each
Binocular Vision Evaluation		\$ 84.39/each
Visual Efficiency Exam		\$ 84.39/each
Visual Information Processing Exam		\$ 210.99/each
Vision Therapy Session		\$ 92.00/each
ST/AE (Strabismus/Amblyopia Exam)		\$ 234.80/each
Aniseikonia Evaluation		\$ 111.20/each
Medical Record Review (outside doctor)		\$ 100.47/hour
Additional Reports prepared by Doctor		\$ 150.71/hour
General Equipment Rental		\$ 25.12/each
Computer Equipment Rental		\$ 150.71/each
Total cost of contract not to exceed \$3,000		

Secure Transportation:	
Origination fee	\$ 30/each
Price per mile	\$ 2.50/mile
Fee per student	\$ 1.00/each
Wheelchair	\$ 15/each
Minimum charge	\$ 65/each
Total cost of contract not to exceed	\$50,000

Tasha's Training and Consulting:	
Training/Consultation	\$2,000/day
Ongoing Tier 3 Case Management	\$2,000/mo per student
Intensive Therapeutic Case Management	\$3,000/mo per student
Assessment	\$4,000-\$8,000 each
Individual/Family/Group Counseling	\$ 115/hour
Total cost of contract not to exceed	\$50,000

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

Rationale: Specific services are often not available within the District or Nonpublic Agency and, as such, these providers are used on a limited basis.

Funding: Total cost of these contracts is to be in the amount of the Independent Contractor Agreements and is to be paid from the Special Education General Fund.

Recommendation: Approve recurring 2020/2021 Independent Contractor Agreements with Allied Interpreting, Danita Eshman, Gomez & Associates, Marshall B. Ketchem University, Secure Transportation, and Tasha's Training and Consulting.

JL:RG:kk

CONSENT ITEM

**DATE:** August 11, 2020  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services  
**PREPARED BY:** Melissa Greenwood, CPA, Director, Business Services  
**SUBJECT:** APPROVE/RATIFY WARRANT NUMBERED 1130 FOR THE 2020/2021 SCHOOL YEAR

Background: Board approval is requested for warrant numbered 1130 for the 2020/2021 school year. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>		<u>Amount</u>
01	General Fund	\$1,667.50
	Total	<u>\$1,667.50</u>

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

Funding: The total amount presented for approval is \$1,667.50 from District 40, General Fund.

Recommendation: Approve/Ratify warrant numbered 1130 for the 2020/2021 school year.

RC:MG:yd

CONSENT ITEM

**DATE:** August 11, 2020  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services  
**PREPARED BY:** Melissa Greenwood, CPA, Director, Business Services  
**SUBJECT:** APPROVE/RATIFY WARRANT NUMBERED 1217 FOR THE 2020/2021 SCHOOL YEAR

Background: Board approval is requested for warrant numbered 1217 for the 2020/2021 school year. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>		<u>Amount</u>
01	General Fund	\$2,172.50
	Total	<u>\$2,172.50</u>

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

Funding: The total amount presented for approval is \$2,172.50 from District 48, General Fund.

Recommendation: Approve/Ratify warrant numbered 1217 for the 2020/2021 school year.

RC:MG:yd

CONSENT ITEM

**DATE:** August 11, 2020

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

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

**PREPARED BY:** Damian Ibarra, CPA, Supervisor, Business Services

**SUBJECT:** **ADOPT RESOLUTIONS NUMBERED 19/20-B041 THROUGH 19/20-B042 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

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

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

Funding: Not applicable.

Recommendation: Adopt resolutions numbered 19/20-B041 through 19/20-B042 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 \$75,187 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>
8181	Special Education – Entitlement per UDC	\$60,815
8182	Special Education – Discretionary Grants	2,472
8290	All Other Federal Revenue	11,900
	Total:	<u>\$75,187</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	-\$900
2000	Classified Salaries	58,532
4000	Books and Supplies	18,279
5000	Services & Other Operating Expenses	-3,813
7000	Other Outgo	3,089
	Total:	<u>\$75,187</u>

Explanation: This Resolution reflects revenue adjustments for the Special Education IDEA Basic Program, Special Education IDEA Preschool Local Entitlement, Title III Limited English Proficiency Grant, Title III Immigrant Education Program, and Title IV Student Support and Academic Enrichment Grant (SSAE). It also includes adjustments to projected expenditures in the restricted General Fund.

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

Date: \_\_\_\_\_

By: \_\_\_\_\_



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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$57,314 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**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8590	All Other State Revenue	\$57,314
Total:		\$57,314

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	\$58,572
7000	Other Outgo	-1,258
Total:		\$57,314

Explanation: This Resolution reflects adjustments in revenues and expenditures for State Preschool.

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

Date: \_\_\_\_\_

By: \_\_\_\_\_

CONSENT ITEM

**DATE:** August 11, 2020

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

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

**PREPARED BY:** Damian Ibarra, CPA, Supervisor, Business Services

**SUBJECT:** **ADOPT RESOLUTIONS NUMBERED 20/21-B002 THROUGH 20/21-B003 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 20/21-B002 through 20/21-B003 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

**RESOLUTION NO. 20/21-B002**

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$8,549,009 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

**GENERAL FUND 01  
UNRESTRICTED**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8011	State Aid – Current Year	\$9,188,261
8012	Education Protection Account	48,429
8792	Transfers of Apportionments from County Offices	-687,681
	Total:	\$8,549,009

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>
9780	Reserve for Economic Uncertainties	\$8,549,009
	Total:	\$8,549,009

Explanation: This Resolution reflects budget adjustments for State revenue for the Education Protection Account for the Local Control Funding Formula (LCFF), the Education Protection Account (EPA), and Special Education. It also includes adjustments to projected expenditures in the unrestricted General Fund.

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

Date: \_\_\_\_\_

By: \_\_\_\_\_

**RESOLUTION NO. 20/21-B003**

**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  
RESTRICTED**

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
4000	Books and Supplies	\$9,000
5000	Services & Other Operating Expenses	-9,000
	Total:	\$0

Explanation: This Resolution reflects 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 11, 2020

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

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

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

**SUBJECT:** **APPROVE THE NEW PROPOSAL/AGREEMENT WITH FACILITY SOLUTIONS GROUP FOR THE INSTALLATION OF A GLOBAL PLASMA SOLUTIONS IONIZATION SYSTEM WITHIN THE PARKS JUNIOR HIGH SCHOOL MULTI-CLASSROOM BUILDING**

Background: Parks Junior High School was built in 1972 and constructed to blend in with the surrounding hills and trees. The school building has an open structure interior. With the open concept building structure at Parks Junior High, it would benefit the students and staff to upgrade the air handling system.

Rationale: District staff recommends the installation of the Global Plasma Solutions Ionization System, a germicidal lighting system, to reduce germs and viruses at the school. The system would eliminate pathogens and increase air quality. The system is self-cleaning and requires no annual maintenance. The system will provide added safety measures for all members of Parks Junior High School.

Funding: Total amount not to exceed \$56,250.86 to be paid from the General Fund.

Recommendation: Approve the proposal/agreement with Facility Solutions Group for the installation of a Global Plasma Solutions Ionization System within the Parks Junior High School multi-classroom building.

RC:SS:ys  
Attachment



# PROPOSAL & AGREEMENT

June 26, 2020

Quote# 000123

Park Jr. High School  
1710 Rosecrans Ave.  
Fullerton, CA 92833

Re: Global Plasma Solutions Ionization System

Thank you for allowing FSG to present this air filtration quote

**PROJECT TOTAL** **\$56,250.86**

The above pricing is based on the scope of work as determined by FSG from a site walk and inspection. The following is a brief description of work to be completed under this proposal.

## Scope of Work

- At each unit apply LOTO at the disconnect for safety
- Access the intake vent at the roof top units
- Install the GPS-Compact Auto-Cleaning Ionization System using the supplied hardware
- Run the power connections thru the unit into the control section
- Tap the secondary side of the unit's transformer using fork connections
- Energize the AC to verify power at the ionization cleaning unit
- Once verified, turn off the unit at the disconnect, secure all wire and re-install covers
- Scope of work applies to (33) units on site

Please give our proposal your kind consideration. We look forward to working with you on this project.

Thank you,  
Alex Gonzalez  
Service Manager



## CONDITIONS

### 1. Inclusions

Included in pricing is labor, material, PW rate and equipment

### 2. Exclusions

Excluded from pricing is bringing the electrical system up to code compliance, engineering, bonds, permits and anything not listed as being included.

### 3. Assumptions

Assumptions are that FSG will have easy access to electrical panels, able to work full day, crew able to use customers restrooms and no-charge parking

### 5. Extra Cost Adders

Some items that might increase the cost of the project are:

- Permit costs
- Engineering costs
- Electrical system repairs

## ACCEPTED & APPROVED

CUSTOMER

Facility Solutions Group

By:

By:

Name:

SCOTT SCHLABISZ

Name:

Date:

7/6/2020

Date:

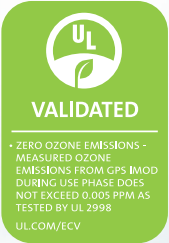
# GPS<sup>®</sup>

GLOBAL PLASMA  
SOLUTIONS



*Engineering Air for a Cleaner World™*





With over 30 patents and more than 150,000 installations worldwide using our NEEDLEPOINT BIPOLAR IONIZATION technology, also known as NPBI, GPS is truly the Indoor Air Quality (IAQ) revolutionizer.

Our proven technology delivers clean indoor air that is safe and healthy – producing neither ozone nor other harmful by-products. All our NPBI products are UL and CE approved. Through NPBI, our products purify the air by eliminating airborne Particulates, Odors and Pathogens. All this while saving you 30% on Energy consumption and lowering your carbon footprint by reducing outdoor air intake by up to 75%.

*Engineering Air for a Cleaner World™*



**GPS FACT: GPS can be installed in any system in any building...**

- Agriculture
- Airports
- Animal Care
- Arenas & Stadiums
- Banks
- Casinos
- Child Care
- Convention Centers
- Fitness
- Food Service
- Healthcare
- Hospitality
- Hospitals
- Institutional
- Manufacturing
- Office Building
- Retail
- Schools & Universities
- Senior Care
- Transportation
- Theatres
- Worship

**Truly a revolutionIZER**  
*A pioneer with many innovations:*

**1st**

- ... with universal power supply
- ... with auto-cleaning
- ... duct-mounted design
- ... to use carbon fiber brush needlepoint emitters
- ... with ionization bar
- ... with flexible ionization strip
- ... modular ionization bar
- ... to achieve UL 867 Ozone Standard
- ... AND ONLY to pass the RCTA DO-160 standard for aircraft
- ... to be installed on a commercial jet
- ... to be certified by FAA
- ... to be installed in commercial hand driers
- ... AND ONLY to receive UL 2998 Ozone Free Certification
- ... to receive OSPHD seismic (OSP) certification

## GPS DELIVERS P.O.P.E.



### Particle Reduction

The GPS NPBI technology reduces airborne particles (i.e., dust, pet dander, pollen) through agglomeration. The ions attach to the airborne particles. The particles are subsequently attracted to one another, effectively increasing their mass and size. The air filtration system easily captures the larger particles, increasing the capture efficiency of your HVAC system.



### Pathogen Reduction

During the GPS cleaning process the NPBI technology attacks and kills viruses, mold spores and bacteria. The ions steal away hydrogen from the pathogens, leaving them to die, and leaving you with clean and healthy indoor air.



### Odor Reduction

During the GPS cleaning process chemical, pet, cooking, and other odors are broken down into basic harmless compounds, leaving the indoor air fresh smelling and free of odor causing VOCs.



### Energy Saving

GPS' environmentally friendly cleaning process allows commercial buildings to significantly reduce the amount of outdoor air required to operate. This equates to a safer, more comfortable environment that requires up to 30% less energy to condition.

## THE GPS ADVANTAGE

	GPS NPBI	OTHER BPI	CORONA DISCHARGE	HEPA FILTERS	CARBON FILTERS	ULTRAVIOLET (UV)	UV-PCO
Produces Harmful Byproducts	None	Yes	Yes	No	No	Yes	Yes
Reduces Airborn Particles	✓	Yes	Yes	Yes	No	No	No
Destroys VOCs	✓	Yes	Yes	No	Captures	No	Yes
Kills Pathogens	✓	Yes	Yes	No	Captures	Yes	Yes
Reduces Energy Cost	30%	Yes	Yes	No	No	No	No
UL 2998 No-Ozone Certified	✓	No	No	N/A	N/A	N/A	N/A
Treats In-Room Air	✓	Yes	Yes	No	No	No	No
No Replacement Parts	✓	No	No	No	No	No	No
Auto Self-Cleaning	✓	No	No	No	No	No	No
Simple to Install	✓	No	No	No	No	No	No
Low Total Cost	✓	Yes	No	No	No	No	No



# AUTO-CLEANING NPBI

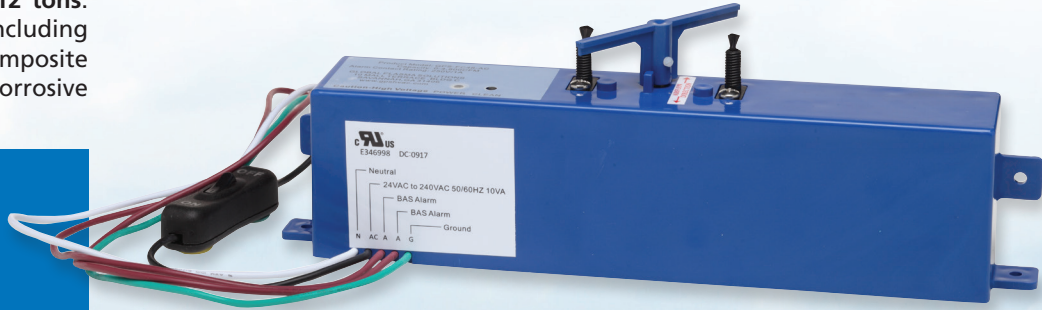
## GPS-FC48-AC™

An automatic self-cleaning, lightweight NPBI system that handles up to **4,800 CFM or 12 tons**. Designed for multiple mounting options including fan inlet, interior duct walls or floors. The composite construction allows for mounting in corrosive environments.

**UNIVERSAL VOLTAGE**

### Features

- > 400 Million + and – Ions Per cc/sec
- Universal Voltage Input (24 – 240 VAC)
- Programmable Auto-Cleaning Cycle
- Carbon Fiber Brush Emitters
- Alarm Contacts



### MAINTENANCE FREE



## GPS-FC24-AC™

An automatic self-cleaning, lightweight NPBI system that handles up to **2,400 CFM or 6 tons**. Designed for multiple mounting options including fan inlet, interior duct walls or floors. The composite construction allows for mounting in corrosive environments.

### Features

- > 300 Million + and – Ions Per cc/sec
- Universal Voltage Input (24 – 240 VAC)
- Programmable Auto-Cleaning Cycle
- Carbon Fiber Brush Emitters
- Alarm Contacts



### CARBON FIBER EMITTERS

## APPLICATIONS

- Agriculture
- Airports
- Animal Care
- Arenas & Stadiums
- Banks
- Casinos
- Child Care
- Convention Centers
- Fitness
- Food Service
- Healthcare
- Hospitality
- Hospitals
- Institutional
- Manufacturing
- Office Building
- Retail
- Schools & Universities
- Senior Care
- Transportation
- Theaters
- Worship

## GPS-DM48-AC™

The world's first automatic self-cleaning, duct mounted, lightweight NPBI electronic air cleaner. The maintenance free unit is designed for indoor or outdoor duct mounting and can handle up to **4,800 CFM or 12 tons**.

### SELF-CLEANING

### Features

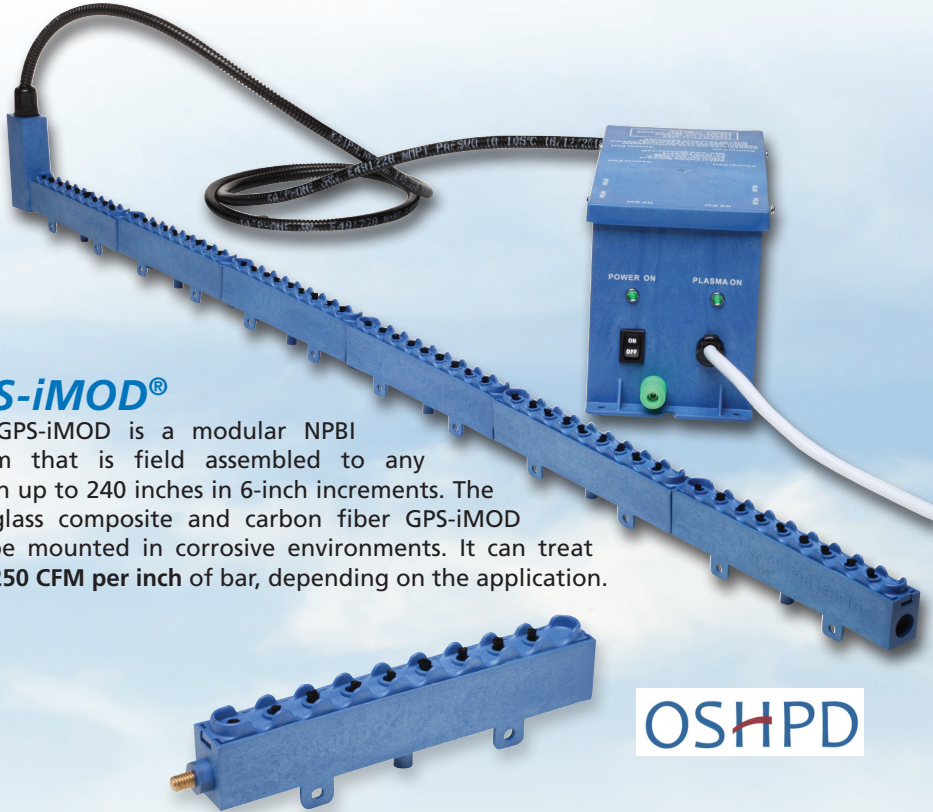
- > 400 Million + and – Ions Per cc/sec
- Universal Voltage Input (24 – 240 VAC)
- Programmable Auto-Cleaning Cycle
- Carbon Fiber Brush Emitters
- Alarm Contacts
- 3/4 Quick-Turn Duct Adapter



**2016 IAQ GOLD AWARD WINNER**



# BARS & STRIPS



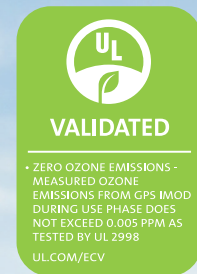
## GPS-iMOD®

The GPS-iMOD is a modular NPBI system that is field assembled to any length up to 240 inches in 6-inch increments. The fiberglass composite and carbon fiber GPS-iMOD can be mounted in corrosive environments. It can treat 50 – 250 CFM per inch of bar, depending on the application.

OSH<sup>+</sup>PD

### Features

- > 140 Million + and - Ions Per Inch/cc/sec
- Universal Voltage Selector Switch
- Six HV Output Ports
- Alarm Contacts
- Illuminated On/Off Switch
- Plasma on Indication Light
- UL 2998 Ozone Free

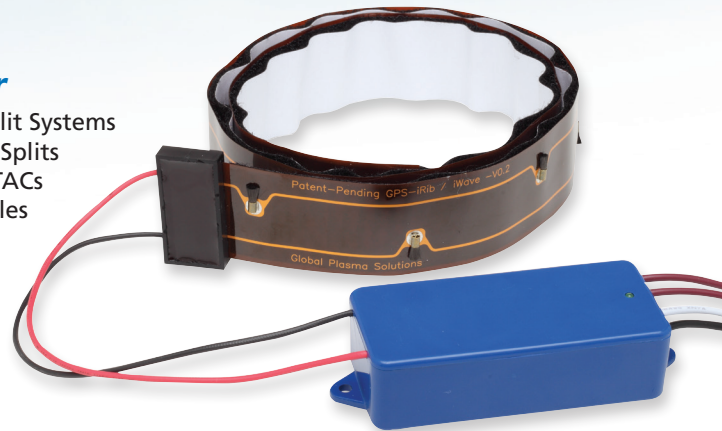


## GPS-iRIB® 18/36

The GPS-iRIB is available in 18" and 36" lengths. They are made from a flexible chemical, heat and cold resistant Kapton® material containing a circuit with special carbon fiber ion emitters soldered into the circuit traces. This mechanism is engineered to deliver the highest level of ionization with the least amount of energy in the most compact size. **Designed for 3200 CFM or 8 tons.**

### Perfect For

- Traditional Split Systems
- Ductless Mini Splits
- Heat Pump PTACs
- Ducted Modules
- Fan Coils



### Features

- > 35 Million + and - Ions Per Foot/cc/sec
- Fold-To-Length Circuit
- Local LED Power Indication
- Integral Control Relay for BAS Interface
- Velcro® for Easy Installation
- Voltage Input 110VAC to 240VAC

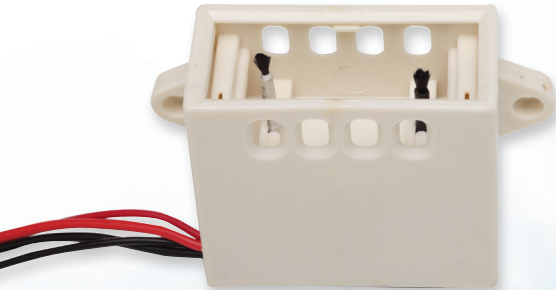


## GPS-NEMA4-OE

The GPS-NEMA4-OE is a NEMA 4X-rated fiberglass enclosure designed to house one GPS-iMOD power supply. The panel adds a superior finished look to any project while providing the required protection against foreign substances, such as water and dust, when power supplies are mounted in non-NEMA 1 rated environment.



# COMPACT NPBI



## GPS-FC-1™ / GPS-FC-2™

The GPS-FC series is designed to be mounted inside fan coils, heat pumps, PTACs, ductless mini-splits and air handlers up to **1,200 CFM or 3 tons**. Their compact size allows them to be mounted almost anywhere in just a few minutes.

### Features

- > 25 Million + and – Ions Per cc/sec
- GPS-FC-1 Powered by 110 - 120 Volts AC
- GPS-FC-2 Powered by 208 – 240 Volts AC
- Carbon Fiber Brushes
- LED Operation Status
- Carbon Fiber Brush Emitters



## GPS-FC-3-BAS™

The GPS-FC-3-BAS unit is designed to be mounted inside fan coils, heat pumps, PTACs, ductless mini-splits, and air handlers up to **3,200 CFM or 8 tons**. Its compact size and simple mounting requirements allow it to be quickly mounted almost anywhere.

### Features

- > 170 Million + and – Ions Per cc/sec
- Powered by 24 Volts AC
- Carbon Fiber Brush Emitters
- BAS Alarm Contacts
- LED Operation Status

# SENSORS & MEASUREMENTS

## GPS-iMEASURE™

The GPS-iMEASURE is the first commercially available ion detector that can be permanently mounted in the space to measure ion levels in real time and report back to a BAS.



### MONITOR IONIZATION LEVELS REMOTELY

- Auto Calibration/Auto Zero
- 0 – 1,000,000 Ions/cc

## GPS-iMEASURE-D™

The GPS-iMEASURE-D ion detector is permanently mounted in the duct downstream of any GPS ionization device. It measures ion levels in real time and reports back to a BAS. It includes three sensitivity levels: 20,000/200,000/2,000,000 ions/cc/sec that can be set based on the application and in-duct location.

### MONITOR IN-DUCT IONIZATION LEVELS

- 20,000 to 2M Ions/cc
- Input Voltage 12 to 24V AC or DC
- LED Operation Status



## GPS-iDETECT-P™

The GPS-iDETECT-P is a plenum-mounted ionization detector that confirms the output from the GPS-iMOD. The GPS-iDETECT-P provides the ability to monitor ionization status in a plenum to confirm that the ionization equipment is working properly.

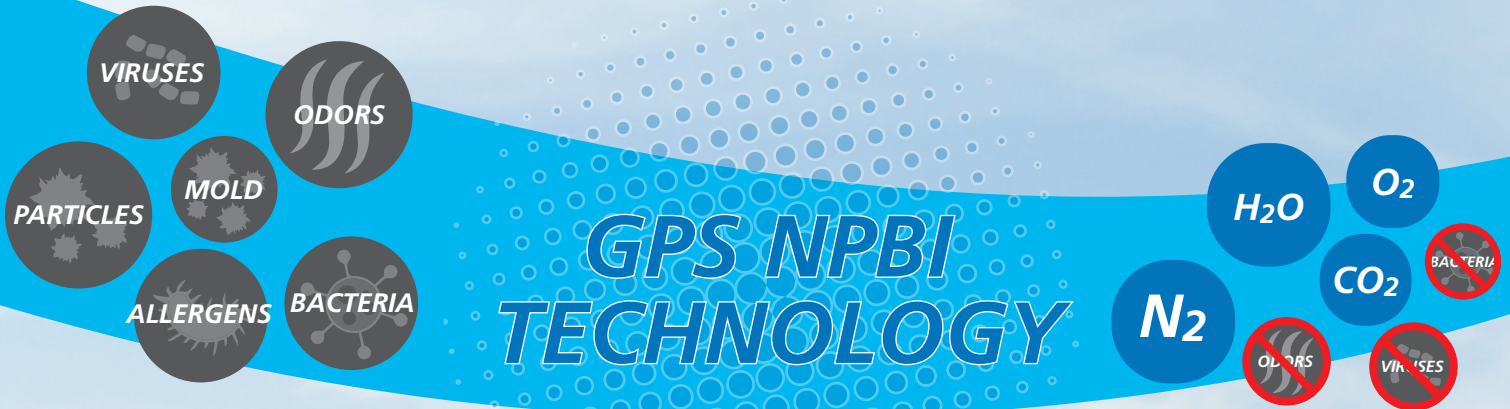


### Features

- Universal Voltage Input
- 1,000 – 200,000,000 Ions/cc (+ or -)
- 0-100% Humidity

## How Ionization Works

GPS' NPBI technology works to safely clean the air inside industrial, commercial and residential buildings. The patented technology uses an electronic charge to create a plasma field filled with a high concentration of + and - ions. As these ions travel with the air stream they attach to particles, pathogens and gas molecules. The ions help to agglomerate fine sub-micron particles, making them filterable. The ions kill pathogens by robbing them of life-sustaining hydrogen. The ions breakdown harmful VOCs with an Electron Volt Potential under twelve (eV<12) into harmless compounds like O<sub>2</sub>, CO<sub>2</sub>, N<sub>2</sub>, and H<sub>2</sub>O. The ions produced travel within the air stream into the occupied spaces, cleaning the air everywhere the ions travel, even in spaces unseen.



### What is an Ion you may ask?

An ion is a molecule or atom that is positively or negatively charged, meaning that it has electrons to give or needs electrons to become uncharged, thus becoming stable.

### Mother Nature's Way of Cleaning

GPS' technology generates the same ions as Mother Nature creates with lightning, waterfalls, and ocean waves. Mother Nature uses energy to break apart molecules. It is nature's way of cleansing the air naturally and creating a healthy environment. The only difference is that GPS' technology does it without forming ozone or other harmful byproducts.

*GPS' NPBI technology has been certified by UL 867 and UL 2998 to be ozone free.*



### 3rd Party Testing Summary

Pathogen	Time in Chamber	Kill Rate	Test Agency
Tuberculosis	60 minutes	69.09%	EMSL
Clostridium Difficile	30 minutes	86.87%	EMSL
Norovirus	30 minutes	93.50%	ATS Labs
MRSA	30 minutes	96.24%	EMSL
Staphylococcus	30 minutes	96.24%	EMSL
Mold Spores	24 hours	99.50%	GCA
E.coli	15 minutes	99.68%	EMSL
Legionella	30 minutes	99.71%	EMSL

**Airborne Mold Spores  
Reduced by 95%**



**ATS LABS**  
EXCELLENCE IN ANTIMICROBIAL TESTING

Owned by Accuratus Lab Services

## GPS PRODUCT CHART

AUTO-CLEANING LINE	VOLTAGE	CFM RATING	IONS/cc/sec
GPS-FC24-AC	24-240 VAC	2,400	> 300 million
GPS-FC48-AC	24-240 VAC	4,800	> 400 million
GPS-DM48-AC	24-240 VAC	4,800	> 400 million
COMPACT LINE	VOLTAGE	CFM RATING	IONS/cc/sec
GPS-FC-1	110-120 VAC	1,200	> 25 million
GPS-FC-2	208-240 VAC	1,200	> 25 million
GPS-FC-3-BAS	24 VAC	3,200	> 170 million
BARS & STRIPS LINE	VOLTAGE	CFM RATING	IONS/cc/sec
GPS-iMOD	24-240 VAC	50-250 CFM/inch	> 140 million/in
GPS-iRIB-18	110-240 VAC	3,200	> 35 million/ft
GPS-iRIB-36	110-240 VAC	3,200	> 35 million/ft

### GPS FACT: Aviation Application

GPS' technology is the only active air purification system that has been designed and approved to operate in commercial and private aircraft. Aviation applications require passing the stringent RTCA DO-160 test proving the technology does not generate EMF, line noise or interfere with the avionics in any way. This is important to note because GPS' technology is used in many healthcare applications and will not cause interference with the imaging equipment.



*Engineering Air for a Cleaner World™*

**980-279-5622**

**www.GlobalPlasmaSolutions.com**

*All technical information and advice given here are based on GPS previous experiences and/or test results. GPS gives this information to the best of its knowledge but assumes no legal responsibility. Customers are asked to check the suitability and usability in the specific application, since the performance of the product can only be judged when all necessary operating data are available. The above information is subject to change.*

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CONSENT ITEM

**DATE:** August 11, 2020  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** John Caldecott, Interim Director, Classified Personnel Services  
**SUBJECT:** APPROVE/RATIFY CLASSIFIED PERSONNEL REPORT

Background: The Classified Personnel Report reflects changes in employee status and was received by the Personnel Commission at its regular meeting on July 27, 2020.

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

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

Recommendation: Approve/Ratify Classified Personnel Report.

JC:ef  
Attachment



**FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 7/27/20  
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 8/11/20**

**LEGEND**

<b>Acronym</b>	<b>Definition</b>
ASP	After School Program
BB	Bilingual Biliterate
CFRA	California Family Right Act
ESY	Extended School Year
FMLA	Family Medical Leave Act
NTE	Not to Exceed
PDL	Pregnancy Disability Leave
WOC	Working Out of Class
LOA	Leave of Absence
NLA	No Longer Available

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	A	B	C	D	E	F	G	H	I
1	Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
2	Arbizzi	Daniela	Child Dev. Program Specialist	Budget Account Change	6/7/20	60	8.00	2755	M13/3
3	Villacenio	Olga	Clerical Assistant II/BB	Budget Account Change	7/1/20	60	8.00	2085	B20/6
4	Nelson	Lori	Senior Secretary	Budget Account Change	7/1/20	60	8.00	310	B24/6
5	Prieto	Linda	Supervisor, Child Dev. Svcs	Budget Account Change	7/1/20	60	8.00	310/275	M09/3
6	Employee ID	4211		CFRA 6/9-7/10/20	6/9/20				
7	Acevedo	Amanda	Instructional Asst./SE I	Employ ESY	6/4/20	54	4.00	123	B14/6
8	Acuna	Jo	Instructional Asst./SE I	Employ ESY	6/4/20	54	4.00	123	B14/6
9	Aure	Jessica	Instructional Asst./SE I	Employ ESY	6/4/20	54	4.00	123	B14/6
10	Belleque	Tonya	Instructional Asst./SE I	Employ ESY	6/4/20	54	4.00	123	B14/6
11	Berglund	Christopher	Instructional Asst./SE I	Employ ESY	6/4/20	54	4.00	123	B14/2
12	Capps	Theresa	Instructional Asst./SE I	Employ ESY	6/4/20	54	4.00	123	B14/6
13	Cleveland	Travis	Instructional Asst./SE I	Employ ESY	6/4/20	54	4.00	123	B14/6
14	Conlin	Jennifer	Instructional Asst./SE I	Employ ESY	6/4/20	54	4.00	123	B14/2
15	Druckenmiller	Gregory	Instructional Asst./SE I	Employ ESY	6/4/20	54	4.00	123	B14/3
16	Garcia	Jacqueline	Instructional Asst./SE I	Employ ESY	6/4/20	54	4.00	123	B14/3
17	Grodowski	Cheri	Instructional Asst./SE I	Employ ESY	6/4/20	54	4.00	123	B14/6
18	Guzik-Torres	Melissa	Instructional Asst./SE I	Employ ESY	6/4/20	54	4.00	123	B14/6
19	Hebert	Kathryn	Instructional Asst./SE I	Employ ESY	6/4/20	54	4.00	123	B14/6
20	Hill	Marlene	Instructional Asst./SE I	Employ ESY	6/4/20	54	4.00	123	B14/6
21	Knighton	Gena	Instructional Asst./SE I	Employ ESY	6/4/20	54	4.00	123	B14/6
22	Lilly	Euna	Instructional Asst./SE I	Employ ESY	6/4/20	54	4.00	123	B14/6
23	Linarez	Cristina	Instructional Asst./SE I	Employ ESY	6/4/20	54	4.00	123	B14/3
24	Mota	Carlos	Instructional Asst./SE I	Employ ESY	6/4/20	54	4.00	123	B14/6
25	Mullins	Carolyn	Instructional Asst./SE I	Employ ESY	6/4/20	54	4.00	123	B14/6
26	Ora-Tazza	Tania	Instructional Asst./SE I	Employ ESY	6/4/20	54	4.00	123	B14/6
27	Oregel	Maria	Instructional Asst./SE I	Employ ESY	6/4/20	54	4.00	123	B14/6
28	Prado	Allyson	Instructional Asst./SE I	Employ ESY	6/4/20	54	4.00	123	B14/3

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1	Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
29	Pulido-Hannon	Vanessa	Instructional Asst./SE I	Employ ESY	6/4/20	54	4.00	123	B14/5
30	Quirk-Lutman	Deborah	Instructional Asst./SE I	Employ ESY	6/4/20	54	4.00	123	B14/6
31	Rivera	Nadia	Instructional Asst./SE I	Employ ESY	6/4/20	54	4.00	123	B14/6
32	Santos	Maria Luisa	Instructional Asst./SE I	Employ ESY	6/4/20	54	4.00	123	B14/6
33	Smith	Patricia	Instructional Asst./SE I	Employ ESY	6/4/20	54	4.00	123	B14/6
34	Solorio	Diana	Instructional Asst./SE I	Employ ESY	6/4/20	54	4.00	123	B14/2
35	Spivey	Holly	Instructional Asst./SE I	Employ ESY	6/4/20	54	4.00	123	B14/6
36	Verdin	David	Instructional Asst./SE I	Employ ESY	6/4/20	54	4.00	123	B14/4
37	Weiland	Elaine	Instructional Asst./SE I	Employ ESY	6/4/20	54	4.00	123	B14/6
38	Whitaker	Robin	Instructional Asst./SE I	Employ ESY	6/4/20	54	4.00	123	B14/6
39	York	Deborah	Instructional Asst./SE I	Employ ESY	6/4/20	54	4.00	123	B14/6
40	Morales	Keyli	Speech and Language Pathology Asst.	Employ ESY	6/4/20	54	6.00	123	B21/3
41	Rogers	Susan	Speech and Language Pathology Asst.	Employ ESY	6/4/20	54	6.00	123	B21/6
42	Jeffrey	Kenneth	Warehouse Coordinator	Employee Replacement / Promotion	6/10/20	90	8.00	606	B28/3
43	Avilez	Roxana	Bus Driver	Extra Summer Work	6/1/20	56	31.10	565	B21/6
44	Lopez-Gonzalez	Laura	CELDT Assessment Assistant	Extra Summer Work	6/3/20	55	8.00	413	B20/6
45	Granados	Matthew	Chef	Extra Summer Work	6/4/20	90	8.00	606	B23/5
46	Granados	Matthew	Chef	Extra Summer Work	7/1/20	90	8.00	606	B23/5
47	Juarez	Elizabeth	Clerical Assistant I Sub	Extra Summer Work	6/1/20	56	0.00	565	B17/1
48	Smith	Laura	Clerical Assistant II	Extra Summer Work	6/8/20	54	3.50	420	B19/6
49	Arellano	Roxanne	Clerical Assistant II/BB	Extra Summer Work	6/8/20	20	8.00	212	B20/6
50	Perez	Angelica	Clerical Assistant II/BB	Extra Summer Work	6/8/20	22	8.00	304	B20/6
51	Tavarez	Alicia	Clerical Assistant II/BB	Extra Summer Work	6/8/20	17	8.00	302	B20/6
52	Villacenio	Olga	Clerical Assistant II/BB	Extra Summer Work	6/16/20	60	8.00	2085	B20/6

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	A	B	C	D	E	F	G	H	I
1	Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
53	Lastra	Patricia	Clerical Assistant II/BB	Extra Summer Work	7/20/20	17	8.00	543	B20/6
54	Tavarez	Alicia	Clerical Assistant II/BB	Extra Summer Work	7/20/20	17	8.00	543	B20/6
55	Webb	Brooke	Computer Tech. I	Extra Summer Work	6/16/20	59	8.00	409	B30/6
56	Brandon	Nickolas	Custodian I	Extra Summer Work	6/1/20	53	8.00	542	B17
57	Castaneda	Christopher	Custodian I	Extra Summer Work	6/1/20	53	8.00	542	B17
58	Gonzalez	Benito	Custodian I	Extra Summer Work	6/1/20	53	8.00	542	B17
59	Terriguez	Jose	Custodian I	Extra Summer Work	6/1/20	53	8.00	542	B17
60	Hernandez	Leticia	Food Production Coordinator Assistant	Extra Summer Work	6/4/20	90	8.00	606	B26/6
61	Hernandez	Leticia	Food Production Coordinator Assistant	Extra Summer Work	7/1/20	90	8.00	606	B26/6
62	Hernandez	Leticia	Food Production Coordinator Assistant	Extra Summer Work	7/30/20	90	8.00	606	B26/6
63	Abutan	Corazon	Food Service Assistant	Extra Summer Work	6/1/20	90	2.00	606	B8/6
64	Arizaga	Isaac	Food Service Assistant	Extra Summer Work	6/1/20	90	1.50	606	B8/1
65	Benitez	Claudia	Food Service Assistant	Extra Summer Work	6/1/20	90	3.80	606	B8/6
66	Canadas	Alicia	Food Service Assistant	Extra Summer Work	6/1/20	90	2.00	606	B8/6
67	Ceja	Yajaira	Food Service Assistant	Extra Summer Work	6/1/20	90	2.00	606	B8/4
68	Choi	Diane	Food Service Assistant	Extra Summer Work	6/1/20	90	1.50	606	B8/3
69	Cipriano	Christy	Food Service Assistant	Extra Summer Work	6/1/20	90	3.80	606	B8/4
70	Cornejo	Maria	Food Service Assistant	Extra Summer Work	6/1/20	90	2.00	606	B8/6
71	Estrada	Rally	Food Service Assistant	Extra Summer Work	6/1/20	90	2.50	606	B8/6
72	Hammouri	Hanna	Food Service Assistant	Extra Summer Work	6/1/20	90	2.00	606	B8/6
73	Hernandez	Raylene	Food Service Assistant	Extra Summer Work	6/1/20	90	2.00	606	B8/2
74	Jimenez	Shirley	Food Service Assistant	Extra Summer Work	6/1/20	90	2.00	606	B8/2
75	Molina	Karla	Food Service Assistant	Extra Summer Work	6/1/20	90	1.50	606	B8/1
76	Mondragon	Gloria	Food Service Assistant	Extra Summer Work	6/1/20	90	2.50	606	B8/6
77	Moreira	Maria	Food Service Assistant	Extra Summer Work	6/1/20	90	3.30	606	B8/6
78	Munoz	Martha	Food Service Assistant	Extra Summer Work	6/1/20	90	2.80	606	B8/6

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1	Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
79	Ocampo	Laura	Food Service Assistant	Extra Summer Work	6/1/20	90	2.50	606	B8/6
80	Ordway	Tracy	Food Service Assistant	Extra Summer Work	6/1/20	90	8.00	606	B12/6
81	Osborn	Marion	Food Service Assistant	Extra Summer Work	6/1/20	90	2.50	606	B8/6
82	Pham	Than	Food Service Assistant	Extra Summer Work	6/1/20	90	2.50	606	B8/6
83	Ponce	Rosa	Food Service Assistant	Extra Summer Work	6/1/20	90	2.00	606	B8/3
84	Ruiz	Rosa	Food Service Assistant	Extra Summer Work	6/1/20	90	2.00	606	B8/6
85	Sheeham	Colleen	Food Service Assistant	Extra Summer Work	6/1/20	90	5.00	606	B8/6
86	Stenos	Evangelia	Food Service Assistant	Extra Summer Work	6/1/20	90	2.50	606	B8/6
87	Sukhadia	Jayantika	Food Service Assistant	Extra Summer Work	6/1/20	90	3.80	606	B8/6
88	Surjanto	Esther	Food Service Assistant	Extra Summer Work	6/1/20	90	3.80	606	B8/6
89	Tan	Chai-Boay	Food Service Assistant	Extra Summer Work	6/1/20	90	4.50	606	B8/6
90	Thomas	Seham	Food Service Assistant	Extra Summer Work	6/1/20	90	3.80	606	B8/6
91	Thyr	Rosye	Food Service Assistant	Extra Summer Work	6/1/20	90	4.50	606	B8/6
92	Valencia	Ana	Food Service Assistant	Extra Summer Work	6/1/20	90	2.00	606	B8/6
93	Vasquez	Jessica	Food Service Assistant	Extra Summer Work	6/1/20	90	1.30	606	B8/1
94	Abutan	Corazon	Food Service Assistant	Extra Summer Work	7/1/20	90	2.00	606	B8/6
95	Arizaga	Isaac	Food Service Assistant	Extra Summer Work	7/1/20	90	1.50	606	B8/1
96	Benitez	Claudia	Food Service Assistant	Extra Summer Work	7/1/20	90	3.80	606	B8/6
97	Canadas	Alicia	Food Service Assistant	Extra Summer Work	7/1/20	90	2.00	606	B8/6
98	Ceja	Yajaira	Food Service Assistant	Extra Summer Work	7/1/20	90	2.00	606	B8/4
99	Choi	Diane	Food Service Assistant	Extra Summer Work	7/1/20	90	1.50	606	B8/3
100	Cipriano	Christy	Food Service Assistant	Extra Summer Work	7/1/20	90	3.80	606	B8/4
101	Cornejo	Maria	Food Service Assistant	Extra Summer Work	7/1/20	90	2.00	606	B8/6
102	Estrada	Rally	Food Service Assistant	Extra Summer Work	7/1/20	90	2.50	606	B8/6
103	Hammouri	Hanna	Food Service Assistant	Extra Summer Work	7/1/20	90	2.00	606	B8/6
104	Hernandez	Raylene	Food Service Assistant	Extra Summer Work	7/1/20	90	2.00	606	B8/2
105	Jimenez	Shirley	Food Service Assistant	Extra Summer Work	7/1/20	90	2.00	606	B8/2
106	Molina	Karla	Food Service Assistant	Extra Summer Work	7/1/20	90	1.50	606	B8/1
107	Mondragon	Gloria	Food Service Assistant	Extra Summer Work	7/1/20	90	2.50	606	B8/6

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1	Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
108	Moreira	Maria	Food Service Assistant	Extra Summer Work	7/1/20	90	3.30	606	B8/6
109	Munoz	Martha	Food Service Assistant	Extra Summer Work	7/1/20	90	2.80	606	B8/6
110	Ocampo	Laura	Food Service Assistant	Extra Summer Work	7/1/20	90	2.50	606	B8/6
111	Ordway	Tracy	Food Service Assistant	Extra Summer Work	7/1/20	90	8.00	606	B12/6
112	Osborn	Marion	Food Service Assistant	Extra Summer Work	7/1/20	90	2.50	606	B8/6
113	Pham	Than	Food Service Assistant	Extra Summer Work	7/1/20	90	2.50	606	B8/6
114	Ponce	Rosa	Food Service Assistant	Extra Summer Work	7/1/20	90	2.00	606	B8/3
115	Ruiz	Rosa	Food Service Assistant	Extra Summer Work	7/1/20	90	2.00	606	B8/6
116	Sarjanto	Esther	Food Service Assistant	Extra Summer Work	7/1/20	90	3.80	606	B8/6
117	Sheehan	Colleen	Food Service Assistant	Extra Summer Work	7/1/20	90	5.00	606	B8/6
118	Stenos	Evangelia	Food Service Assistant	Extra Summer Work	7/1/20	90	2.50	606	B8/6
119	Sukhadia	Jayantika	Food Service Assistant	Extra Summer Work	7/1/20	90	3.80	606	B8/6
120	Tan	Chai-Boay	Food Service Assistant	Extra Summer Work	7/1/20	90	4.50	606	B8/6
121	Thomas	Seham	Food Service Assistant	Extra Summer Work	7/1/20	90	3.80	606	B8/6
122	Thyr	Rosye	Food Service Assistant	Extra Summer Work	7/1/20	90	4.50	606	B8/6
123	Valencia	Ana	Food Service Assistant	Extra Summer Work	7/1/20	90	2.00	606	B8/6
124	Vasquez	Jessica	Food Service Assistant	Extra Summer Work	7/1/20	90	1.30	606	B8/1
125	Bode	Shelly	Food Service Specialist	Extra Summer Work	6/4/20	90	8.00	606	B21/6
126	Zuazo	Porfirio	Food Service Specialist	Extra Summer Work	6/4/20	90	8.00	606	B21/6
127	Bode	Shelly	Food Service Specialist	Extra Summer Work	7/1/20	90	8.00	606	B21/5
128	Zuazo	Porfirio	Food Service Specialist	Extra Summer Work	7/1/20	90	8.00	606	B21/6
129	Hurtado	Samuel	FSA/Transporter	Extra Summer Work	6/8/20	90	6.00	606	B20/1
130	Hurtado	Samuel	FSA/Transporter	Extra Summer Work	7/1/20	90	6.00	606	B20/1
131	Arambula	Christina	Instructional Asst./BB	Extra Summer Work	6/1/20	60	3.50	310	B14/6
132	Contreras	Sandra	School Office Manager	Extra Summer Work	6/8/20	22	8.00	304	B25/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 7/27/20  
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 8/11/20

	A	B	C	D	E	F	G	H	I
1	Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
133	Lara	Edelicia	School Office Manager	Extra Summer Work	6/8/20	20	8.00	302	B25/1
134	Ortega	Tatiana	School Office Manager	Extra Summer Work	6/8/20	17	8.00	302	B25/1
135	Gonzalez	Maria	School Office Manager	Extra Summer Work	7/1/20	24	8.00	304	B25/6
136	Ortega	Tatiana	School Office Manager	Extra Summer Work	7/14/20	17	8.00	355	B25/1
137	Ortega	Tatiana	School Office Manager	Extra Summer Work	7/20/20	17	8.00	543	B25/1
138	Shimizu	Hilda	Social Service Asst.	Extra Summer Work	6/8/20	55	3.75	304	B17/3
139	Aguayo	Elisabeth	Social Service Asst.	Extra Summer Work	8/3/20	24	19.00	212	B17/3
140	Lee	Jey	Social Service Asst. Sub	Extra Summer Work	6/1/20	55	0.00	510	B17/1
141	Cortez	Dolores	State Preschool Service Asst./BB	Extra Summer Work	6/5/20	60	8.00	310	B18/5
142	Fregoso	Ernesto	Stock Clerk/Transporter	Extra Summer Work	6/8/20	50	8.00	531	B22/6
143	Mohammad	Parisa	Supervisor, Nutrition Svcs	Extra Summer Work	6/22/20	90	8.00	606	M10/3
144	Wikes	Nancy	Supervisor, Nutrition Svcs	Extra Summer Work	6/22/20	90	8.00	606	M10/3
145	Wikes	Nancy	Supervisor, Nutrition Svcs	Extra Summer Work	7/1/20	90	8.00	606	M10/3
146	Wikes	Nancy	Supervisor, Nutrition Svcs	Extra Summer Work	7/21/20	90	8.00	606	M10/3
147	Lara	George	Tech. Support Spec.	Extra Summer Work	6/15/20	55	8.00	413	B26/5
148	Hernandez	Feliciano	Transporter	Extra Summer Work	6/1/20	90	8.00	606	B20/6
149	Rangel	Frank	Transporter	Extra Summer Work	6/1/20	90	8.00	606	B20/6
150	Hernandez	Feliciano	Transporter	Extra Summer Work	6/8/20	90	8.00	531	B20/6
151	Hernandez	Feliciano	Transporter	Extra Summer Work	7/1/20	90	8.00	606	B20/6
152	Rangel	Frank	Transporter	Extra Summer Work	7/1/20	90	8.00	606	B20/6
153	Employee ID	3865		FFCRA 6/1-6/12/20	6/1/20				



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	A	B	C	D	E	F	G	H	I
1	Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
154	Employee ID	1998		Medical Leave from 5/29-8/17/20	5/29/20				
155	Employee ID	2543		Medical Leave from 6/15-8/17/20	6/15/20				
156	Employee ID	8236		Probationary Period Adjustment	5/26/20				
157	Employee ID	8223		Probationary Period Adjustment	6/1/20				
158	Im	Anna	Personnel Tech. II	Resignation	6/29/20	51	8.00	521	B28/5
159	Razo Jr.	Enrique	Custodian I sub	Separation/NLA	6/17/20	53	0.00	533	B17/1
160	Eissa	Merna	Registered Assoc.	Separation/NLA	5/31/20	54	0.00	302	\$18
161	Moore	Karen	Food Service Assistant	Service Retirement	6/17/20	90	8.00	606	B16/6
162	Benjamin	Joyce	Instructional Asst./SE I	Service Retirement	6/2/20	20	6.00	505	B14/6
163	Ricchio	Samuel	Assisant Directos, IIS	Status Change	6/1/20	59	8.00	409	M16/3
164	Garcia	Abraham	Community Liaison	Status Change	6/1/20	55	6.00	224	B19/6
165	Mata	Alma	Community Liaison	Status Change	6/1/20	55	6.00	224	B19/4
166	Beltran	Richard	Data Integration Specialist	Status Change	6/1/20	59	8.00	409	B35/6
167	Weed	Beci	Information Sys.Spec I	Status Change	6/1/20	59	8.00	409	B31/6
168	Behlings	Patricia	Information Sys.Spec II	Status Change	6/1/20	59	8.00	409	B33/6
169	Mastrdonato	Robert	Information Tech. Support Sup.	Status Change	6/1/20	59	8.00	409	M12/2
170	Gonzalez	Claudia	Interpreter/Translator	Status Change	6/1/20	54	8.00	420	B24/1
171	Hebert	Sheila	Interpreter/Translator	Status Change	6/1/20	57	8.00	526	B24/5
172	Medina	Monica	Interpreter/Translator	Status Change	6/1/20	54	8.00	420	B24/6
173	Gearhart	Sara	Learning Systems Specialist	Status Change	6/1/20	59	8.00	409	B33/6
174	Johnson	Kevin	Network Specialist	Status Change	6/1/20	59	8.00	409	B34/6
175	Storey	Aaron	System Administrator	Status Change	6/1/20	59	8.00	409	B37/6



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	A	B	C	D	E	F	G	H	I
1	Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
176	Lara	George	Tech. Support Spec.	Status Change	6/1/20	55	8.00	302	B26/5
177	Vasquez	Karen	Tech. Support Spec.	Status Change	6/1/20	59	8.00	409	B26/6
178	Canto	Laura	TLMA I	Status Change	6/1/20	59	8.00	409	B21/4
179	Chon	Hanna	TLMA I	Status Change	6/1/20	59	8.00	409	B21/6
180	Harris	Heidi	TLMA I	Status Change	6/1/20	59	4.00	409	B21/6
181	Jones	Nathanael	TLMA I	Status Change	6/1/20	59	8.00	409	B21/3
182	Koeul	Christina	TLMA I	Status Change	6/1/20	59	8.00	409	B21/6
183	Lejano	Maria Lourdes	TLMA I	Status Change	6/1/20	59	5.00	409	B21/6
184	Quinonez	Jeannette	TLMA I	Status Change	6/1/20	59	8.00	409	B21/6
185	Rashid	Zehra	TLMA I	Status Change	6/1/20	59	4.00	409	B21/6
186	Reese	Mary	TLMA I	Status Change	6/1/20	59	4.00	409	B21/6
187	Robinson	Katherine	TLMA I	Status Change	6/1/20	59	8.00	409	B21/6
188	Weatrowski	Rebecca	TLMA I	Status Change	6/1/20	59	6.00	409	B21/6
189	Whittington	Gabrielle	TLMA I	Status Change	6/1/20	59	4.00	409	B21/2
190	Avila	Barbara	Playground Supervisor	Status Change/ Temporary Assignment	6/1/20	90	1.17	606	B08/5
191	Betrue	Melissa	Playground Supervisor	Status Change/ Temporary Assignment	6/1/20	90	1.83	606	B08/5
192	Singh	Parveen	Account Clerk I	Step Increase - 2	6/1/20	90	6.00	606	B20/2
193	Velasco	Jesse	HVAC Technician	Step Increase - 2	6/1/20	53	8.00	533	B32/2
194	Avilez-Velis	Daniel	Instructional Asst./EL	Step Increase - 2	6/1/20	60	3.90	2085	B11/2
195	Garcia	Kimberly	Instructional Asst./EL	Step Increase - 2	6/1/20	60	3.80	329	B11/2
196	Islas	Edder	Instructional Asst./SE II	Step Increase - 2	6/1/20	54	6.00	242	B16/3
197	Vasquez	Vickie	Account Clerk II	Step Increase - 3	6/1/20	50	8.00	530	B24/3
198	Ayala	Kassandra	Instructional Asst./Reg.	Step Increase - 3	6/1/20	60	3.50	310	B11/3
199	Kraft	Lacey	Instructional Asst./Reg.	Step Increase - 3	6/1/20	19	3.00	212	B11/3
200	Duran	Aurora	Instructional Asst./SE I	Step Increase - 3	6/1/20	54	6.00	242	B14/3

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	A	B	C	D	E	F	G	H	I
1	Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
201	Linarez	Cristina	Instructional Asst./SE I	Step Increase - 3	6/1/20	54	6.00	121	B14/3
202	Shimizu	Hilda	Social Service Asst.	Step Increase - 3	6/1/20	55	3.75	212	B17/3
203	Jones	Nathanael	TLMA I	Step Increase - 3	6/1/20	59	8.00	409	B21/3
204	Quinonez	Jeannette	TLMA I	Step Increase - 3	6/1/20	59	8.00	409	B21/3
205	Cruz	Michelle	Instructional Asst./EL	Step Increase - 4	6/1/20	60	3.95	329	B11/4
206	Serna	Raquel	Instructional Asst./Rec.	Step Increase - 4	6/1/20	60	3.60	329	B11/4
207	Hahm	Sam	Instructional Asst./SE I	Step Increase - 4	6/1/20	54	3.00	130	B14/4
208	McKoy	Deyana	Instructional Asst./SE I	Step Increase - 4	6/1/20	54	6.00	130	B14/4
209	Morales	Marith	Bus Driver	Step Increase - 5	6/1/20	56	5.52	565	B21/5
210	Gutierrez	Diana	School Office Manager	Step Increase - 5	6/1/20	16	8.00	403	B25/5
211	Becerra	Pedro	Computer Tech II	Step Increase - 6	6/1/20	59	8.00	409	B32/6
212	Webb	Brooke	Computer Tech. I	Step Increase - 6	6/1/20	59	8.00	409	B30/6
213	Romo	Claribel	Instructional Asst./Rec.	Step Increase - 6	6/1/20	60	3.90	2085	B11/6
214	Ricchio	Samuel	Assistant Director Info Tech	Stipend - 5 add'l days	5/7/20	59	8.00	409	M16/3
215	Mastrdonato	Robert	Instructional Tech. Support Supervisor	Stipend - 5 add'l days	5/7/20	59	8.00	409	M07/3
216	Flores	Guillermo	Electronic Repair Tech. II	Stipend - 5% (continuation)	6/1/20	53	8.00	533	B32/6
217	Lacuesta	George	Electronic Repair Tech. II	Stipend - 5% (continuation)	6/1/20	53	8.00	533	B32/6
218	Villacenio	Olga	Clerical Assistant II/BB	Temp. Add'tl Hours	7/1/20	60	8.00	2085	B20/6
219	Garcia	Blanca	Playground Supervisor	Temp. Add'tl Hours	2/4/20	90	7.58	100	B7/4
220	Arambula	Cristina	Instructional Asst./BB	WOC - ASP Site Lead	5/22/20	60	3.50	2085	B18/5
221	Arellano	Blanca	Instructional Asst./BB	WOC - ASP Site Lead	5/22/20	60	3.50	2085	B18/5
222	Hernandez	Leticia	Food Production Coordinator Assistant	WOC - Food Production Manager	6/19/20	90	8.00	606	M06/1
223	Hernandez	Leticia	Food Production Coordinator Assistant	WOC - Food Production Manager	7/1/20	90	8.00	606	M06/1



CONSENT ITEM

**DATE:** August 11, 2020

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

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

**PREPARED BY:** Sung Chi, Director, Educational Services

**SUBJECT:** **APPROVE NEW 6-MONTH LICENSING AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND CURRICULUM ASSOCIATES FOR IREADY PERSONALIZED INSTRUCTION FROM AUGUST 11, 2020 THROUGH FEBRUARY 10, 2020**

Background: i-Ready Personalized Instruction provides online lessons that motivate students on their path to proficiency and growth. Driven by insights from the i-Ready diagnostic assessment, i-Ready's online math and ELA lessons provide tailored instruction that meets students where they are in their learning journey and encourages them as they develop new skills.

Rationale: Teachers and administrators in Fullerton School District have come to rely on valid data to measure student achievement and to drive decisions regarding instruction. iReady plays a key role in the success of Professional Learning Communities (PLCs) as teachers identify students in need of intervention as well as enrichment. The online lessons will give teachers the opportunity to provide personalized, digital instruction to their students.

Funding: Cost for a 6-month license fee for all students in the District is not to exceed \$158,915.30 and will be paid from the Learning Loss Mitigation Funding.

Recommendation: Approve new 6-month licensing agreement between Fullerton School District and Curriculum Associates for iReady Personalized Instruction from August 11, 2020 through February 10, 2020.

JL:SC:nm  
Attachment

# Curriculum Associates®

**Prepared For:**

Sung Chi  
Fullerton School District  
1401 W Valencia Dr,  
Fullerton, CA 92833

7/24/2020

Dear Sung Chi,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and/or services included. If you have any questions or would like any changes, please contact us.

Quote ID: 215003.21      Valid through: 12/31/2020

Product	List Price	Net Price
i-Ready	\$210,030.00	\$138,915.30
Professional Development	\$20,000.00	\$20,000.00
	List Total:	\$230,030.00
	Savings:	\$71,114.70
	Shipping/Tax/Other:	\$0.00
	<b>Total:</b>	<b>\$158,915.30</b>

Thank you again for your interest in Curriculum Associates.

**Sincerely**

David Kootman  
760-521-6055  
dkootman@cainc.com

**Please submit this quote with your purchase order**

# Curriculum Associates®

Quote ID: 215003.21    Date: 7/24/2020    Valid through: 12/31/2020

**Prepared For:**

Sung Chi  
Fullerton School District  
1401 W Valencia Dr,  
Fullerton, CA 92833  
sung\_chi@fullertonsd.org  
(714) 447-7460

**Your Representative:**

David Kootman  
760-521-6055  
dkootman@cainc.com

## Acacia ES 1200 N Acacia Ave, Fullerton, CA 92831

Total Building Enrollment: 688

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Math and Reading Upgrade to Site License 501-800 Students 6 Months	Multiple	18686.0	1	\$10,300.00	\$7,279.40	\$7,279.40
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (6 Months)	Multiple	27970.0	1	\$750.00	\$0.00	\$0.00
Subtotal:						\$7,279.40
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$7,279.40

## Beechwood Elementary School 780 Beechwood Ave, Fullerton, CA 92835

Total Building Enrollment: 789

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Math and Reading Upgrade to Site License 501-800 Students 6 Months	Multiple	18686.0	1	\$10,300.00	\$6,645.80	\$6,645.80
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (6 Months)	Multiple	27970.0	1	\$750.00	\$0.00	\$0.00
Subtotal:						\$6,645.80
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$6,645.80

## Commonwealth Elementary School 2200 E Commonwealth Ave, Fullerton, CA 92831

Total Building Enrollment: 303

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Math and Reading Upgrade to Site License 201-350 Students 6 Months	Multiple	18684.0	1	\$6,160.00	\$4,781.60	\$4,781.60
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (6 Months)	Multiple	27970.0	1	\$750.00	\$0.00	\$0.00
Subtotal:						\$4,781.60
Shipping:						\$0.00
Tax:						\$0.00

School Subtotal: \$4,781.60

**D Russell Parks Jr High School 1710 Rosecrans Ave, Fullerton, CA 92833**

Total Building Enrollment: 961

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Math and Reading Upgrade to Site License 801-1200 Students 6 Months	Multiple	18687.0	1	\$13,200.00	\$7,927.20	\$7,927.20
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (6 Months)	Multiple	27970.0	1	\$750.00	\$0.00	\$0.00
Subtotal:						\$7,927.20
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$7,927.20

**Fern Drive Elementary School 1400 W Fern Dr, Fullerton, CA 92833**

Total Building Enrollment: 469

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Math and Reading Upgrade to Site License 351-500 Students 6 Months	Multiple	18685.0	1	\$8,745.00	\$6,805.35	\$6,805.35
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (6 Months)	Multiple	27970.0	1	\$750.00	\$0.00	\$0.00
Subtotal:						\$6,805.35
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$6,805.35

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

Total Building Enrollment: 12857

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Assessment and Personalized Instruction Prof Dev On Site Add on Leadership Session (Up to 3 hrs)	Multiple	19984.0	2	\$0.00	\$0.00	\$0.00
i-Ready Assessment and Personalized Instruction Prof Dev On Site Tailored Support Session (up to 6 hrs)	Multiple	16954.0	10	\$2,000.00	\$2,000.00	\$20,000.00
Subtotal:						\$20,000.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$20,000.00

**Golden Hill Elementary School 732 Barris Dr, Fullerton, CA 92832**

Total Building Enrollment: 651

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Math and Reading Upgrade to Site License 501-800 Students 6 Months	Multiple	18686.0	1	\$10,300.00	\$7,481.00	\$7,481.00
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (6 Months)	Multiple	27970.0	1	\$750.00	\$0.00	\$0.00
Subtotal:						\$7,481.00

Shipping:	\$0.00
Tax:	\$0.00
School Subtotal:	\$7,481.00

**Hermosa Drive Elem School 400 E Hermosa Dr, Fullerton, CA 92835**

Total Building Enrollment: 344

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Math and Reading Upgrade to Site License 201-350 Students 6 Months	Multiple	18684.0	1	\$6,160.00	\$4,589.60	\$4,589.60
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (6 Months)	Multiple	27970.0	1	\$750.00	\$0.00	\$0.00
Subtotal:						\$4,589.60
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$4,589.60

**Ladera Vista Jr High School 1700 E Wilshire Ave, Fullerton, CA 92831**

Total Building Enrollment: 936

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Math and Reading Upgrade to Site License 801-1200 Students 6 Months	Multiple	18687.0	1	\$13,200.00	\$8,047.20	\$8,047.20
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (6 Months)	Multiple	27970.0	1	\$750.00	\$0.00	\$0.00
Subtotal:						\$8,047.20
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$8,047.20

**Laguna Road Elementary School 300 Laguna Rd, Fullerton, CA 92835**

Total Building Enrollment: 634

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Math and Reading Upgrade to Site License 501-800 Students 6 Months	Multiple	18686.0	1	\$10,300.00	\$7,553.00	\$7,553.00
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (6 Months)	Multiple	27970.0	1	\$750.00	\$0.00	\$0.00
Subtotal:						\$7,553.00
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$7,553.00

**Maple Elementary School 244 E Valencia Dr, Fullerton, CA 92832**

Total Building Enrollment: 334

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Math and Reading Upgrade to Site License 201-350 Students 6 Months	Multiple	18684.0	1	\$6,160.00	\$4,776.80	\$4,776.80



i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (6 Months)	Multiple	27970.0	1	\$750.00	\$0.00	\$0.00
					Subtotal:	\$4,776.80
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$4,776.80

### Nicolas Junior High School 1100 W Olive Ave, Fullerton, CA 92833

Total Building Enrollment: 666

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Math and Reading Upgrade to Site License 501-800 Students 6 Months	Multiple	18686.0	1	\$10,300.00	\$6,588.20	\$6,588.20
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (6 Months)	Multiple	27970.0	1	\$750.00	\$0.00	\$0.00
					Subtotal:	\$6,588.20
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$6,588.20

### Orangethorpe Elementary School 1400 S Brookhurst Rd, Fullerton, CA 92833

Total Building Enrollment: 523

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Math and Reading Upgrade to Site License 501-800 Students 6 Months	Multiple	18686.0	1	\$10,300.00	\$7,721.00	\$7,721.00
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (6 Months)	Multiple	27970.0	1	\$750.00	\$0.00	\$0.00
					Subtotal:	\$7,721.00
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$7,721.00

### Pacific Drive Elem School 1501 W Valencia Dr, Fullerton, CA 92833

Total Building Enrollment: 547

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Math and Reading Upgrade to Site License 501-800 Students 6 Months	Multiple	18686.0	1	\$10,300.00	\$8,042.60	\$8,042.60
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (6 Months)	Multiple	27970.0	1	\$750.00	\$0.00	\$0.00
					Subtotal:	\$8,042.60
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$8,042.60

### Raymond School 517 N Raymond Ave, Fullerton, CA 92831

Total Building Enrollment: 576

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Math and Reading Upgrade to Site License 501-800 Students 6 Months	Multiple	18686.0	1	\$10,300.00	\$7,903.40	\$7,903.40
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (6 Months)	Multiple	27970.0	1	\$750.00	\$0.00	\$0.00
Subtotal:						\$7,903.40
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$7,903.40

### Richman ES 700 S Richman Ave, Fullerton, CA 92832

Total Building Enrollment: 557

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Math and Reading Upgrade to Site License 501-800 Students 6 Months	Multiple	18686.0	1	\$10,300.00	\$7,874.60	\$7,874.60
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (6 Months)	Multiple	27970.0	1	\$750.00	\$0.00	\$0.00
Subtotal:						\$7,874.60
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$7,874.60

### Robert C Fisler School 1350 Starbuck St, Fullerton, CA 92833

Total Building Enrollment: 866

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Math and Reading Upgrade to Site License 801-1200 Students 6 Months	Multiple	18687.0	1	\$13,200.00	\$9,194.40	\$9,194.40
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (6 Months)	Multiple	27970.0	1	\$750.00	\$0.00	\$0.00
Subtotal:						\$9,194.40
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$9,194.40

### Rolling Hills ES 1460 Rolling Hills Dr, Fullerton, CA 92835

Total Building Enrollment: 587

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Math and Reading Upgrade to Site License 501-800 Students 6 Months	Multiple	18686.0	1	\$10,300.00	\$7,615.40	\$7,615.40
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (6 Months)	Multiple	27970.0	1	\$750.00	\$0.00	\$0.00
Subtotal:						\$7,615.40
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$7,615.40

**Sunset Lane Elementary School 2030 Sunset Ln, Fullerton, CA 92833**

Total Building Enrollment: 788

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Math and Reading Upgrade to Site License 501-800 Students 6 Months	Multiple	18686.0	1	\$10,300.00	\$7,020.20	\$7,020.20
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (6 Months)	Multiple	27970.0	1	\$750.00	\$0.00	\$0.00
Subtotal:						\$7,020.20
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$7,020.20

**Valencia Park School 3441 W Valencia Dr, Fullerton, CA 92833**

Total Building Enrollment: 459

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Math and Reading Upgrade to Site License 351-500 Students 6 Months	Multiple	18685.0	1	\$8,745.00	\$6,541.35	\$6,541.35
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (6 Months)	Multiple	27970.0	1	\$750.00	\$0.00	\$0.00
Subtotal:						\$6,541.35
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$6,541.35

**Woodcrest Elementary School 455 W Baker Ave, Fullerton, CA 92832**

Total Building Enrollment: 340

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Math and Reading Upgrade to Site License 201-350 Students 6 Months	Multiple	18684.0	1	\$6,160.00	\$4,527.20	\$4,527.20
i-Ready Implementation Support Services - Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (6 Months)	Multiple	27970.0	1	\$750.00	\$0.00	\$0.00
Subtotal:						\$4,527.20
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$4,527.20

**Total**

List Total:	\$230,030.00
Savings:	\$71,114.70
Merchandise Total:	\$158,915.30
Voucher/Credit:	\$0.00
Estimated Tax:	\$0.00
Estimated Shipping:	\$0.00
<b>Total:</b>	<b>\$158,915.30</b>

## Special Notes

5% discount applied to i-Ready based on scope of quote. All i-Ready purchases require professional development.

F.O.B.: N. Billerica, MA 01862

Shipping: Shipping based on MDSE total

Terms: Net 30 days, pending credit approval

Fed. ID: #26-3954988

**Please submit this quote with your purchase order**

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# Curriculum Associates®

## Information on Professional Development Sessions and COVID-19

Protecting the health and safety of the educators we serve and their students, as well as the health and safety of our employees, is of paramount importance to Curriculum Associates. While it is our preference to deliver PD sessions in person, circumstances related to COVID-19 may require us to provide sessions virtually instead. Curriculum Associates' policy is to only provide PD sessions in person where one of our employees can reach the session site by car and where adequate safety measures are in place to protect the health of our session leaders and participants. Curriculum Associates reserves the right to switch any session from in-person to virtual if we cannot reach a session site by car, if adequate safety measures cannot be put in place, or if Curriculum Associates determines that it would otherwise put its employees at risk to provide an in-person session.

If your school or district will not permit visitors at the time of a scheduled session, Curriculum Associates would be happy to provide an equivalent live, virtual session via videoconference. Similarly, Curriculum Associates will comply with your school or district's health and safety requirements regarding on-site visitors if we are given adequate advance notice. Our PD Operations team will work with school or district personnel to hold sessions in a manner that protects the safety of educators and your school community as well as Curriculum Associates employees.

We are pleased to be able to serve you in these challenging times and look forward to providing productive learning sessions to your staff. Any questions regarding scheduling in-person or virtual training sessions should be directed to [pdoperations@cainc.com](mailto:pdoperations@cainc.com).

# Curriculum Associates®

## Placing an Order

Please attach quote to all signed purchase orders.

- 1) **Email:** [orders@cainc.com](mailto:orders@cainc.com)
- 2) **Fax:** 1-800-366-1158
- 3) **Mail:**  
ATTN: CUSTOMER SERVICE DEPT.  
Curriculum Associates, LLC  
153 Rangeway Rd  
North Billerica, MA 01862-2013

Please visit [CurriculumAssociates.com](http://CurriculumAssociates.com) for more information about placing orders or contact CA's Customer Service department (1-800-225-0248) and reference quote number for questions.

## Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Freight Amount
\$74.99 or less	Max charge of \$12.75
\$75.00 to \$999.99	12% of order
\$1,000.00 to \$4,999.99	10% of order
\$5,000.00 to \$99,999.99	8% of order
\$100,000.00 and more	6% of order

Please contact local CA Representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is 500 lbs.

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

## Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
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- Accounts must be current before subsequent shipments are made

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Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at [i-ready.com/support](http://i-ready.com/support).

## Return Policy

Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased materials with pre-approval from CA's Customer Service. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248) for return authorization. When returning material, please include your return authorization number and the return form found on the CA website. i-Ready® and BRIGANCE® Online Management Systems may be returned for a pro-rated refund for the remaining time left on the contract. We do not accept returns on unused i-Ready licenses®, individually sold Teacher Toolbox access packs, materials that have been used and/or are not in "saleable condition," and individual components of kits including but not limited to BRIGANCE® Kits. For more information about the return policy, please visit [CurriculumAssociates.com/support/shipping-and-returns](http://CurriculumAssociates.com/support/shipping-and-returns).

DISCUSSION/ACTION ITEM

**DATE:** August 11, 2020

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

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

**SUBJECT:** **APPROVE MEMORANDUM OF UNDERSTANDING FOR RETURN TO WORK AND INSTRUCTIONAL PROGRAMS FOR THE 2020/2021 SCHOOL YEAR BETWEEN THE FULLERTON SCHOOL DISTRICT AND FULLERTON ELEMENTARY TEACHERS ASSOCIATION (FETA)**

Background: Due to the ongoing coronavirus pandemic that has led to the closure of the Fullerton School District since March 2020, the Board approved starting the 2020/2021 school year with Distance Learning on July 20, 2020 for the safety of our students and staff. Since then, FETA and the District have worked collaboratively to establish working and instructional measures for staff. The attached Memorandum of Understanding (MOU) outlines the agreement for opening under Distance Learning and under the coronavirus pandemic.

Rationale: This MOU will allow the District to work with certificated staff and their respective administrators to open the school year under Distance Learning.

Funding: Not Applicable.

Recommendation: Approve Memorandum of Understanding for return to work and instructional programs for the 2020/2021 school year between the Fullerton School District and Fullerton Elementary Teachers Association (FETA).

CH:nm  
Attachment

**MEMORANDUM OF UNDERSTANDING**  
**between the**  
**Fullerton School District (FSD)**  
**and the**  
**Fullerton Elementary Teachers Association (FETA)**  
**July 27, 2020**

In preparation for the 2020-21 school year, the parties recognize the need to address the District's learning environment and instructional model given the continuing pandemic. It is in the mutual interest of the parties to abide by the recommendations of public health officials to prevent illness and further spread the virus. The parties recognize that schools are critical to daily life and that collaboration between local public health, education officials, and educators is the best means to determine and balance competing concerns surrounding school reopening decisions in accordance with guidance from the California Department of Public Health ("CDPH"), the Orange County Department of Education and health orders from Orange County Healthcare Agency.

**Return to Work for the 2020-2021 School Year and Instructional Programs:**

**Opening Under Distance Learning** - the parties recognize and agree that beginning August 11, 2020 the District will begin providing instruction to students under a distance learning only model. The distance learning only model will remain in place beginning August 11, 2020 following the Governor's most recent Executive Order, which at this time, requires Orange County to be off the "watch list" for 14 consecutive days in conjunction with clearance from the Orange County Healthcare Agency.

1. **Preparation for Distance Learning:** The first half of day one of the bargaining unit member's work year shall be scheduled as non-instructional and shall be reserved for the District/Site Administration to use. Bargaining unit members will have the option to attend this meeting in person on site with all COVID-19 health and safety measures in place or virtually. The second half of day one and all of day two of the bargaining unit member's work year shall be scheduled as non-instructional and shall be reserved for staff planning and preparation of distance learning materials and professional development for distance learning as determined by the Site Leadership Team.
2. **Working Remotely:** Bargaining unit members may report every duty day to their home school site and work at their daily/weekly duty day schedule at their school site. Bargaining unit members will conduct daily distance learning voluntarily in their classroom or their home. Bargaining unit members shall provide their principal



with a weekly schedule a week in advance of when they will be working in their classroom to ensure that the classroom is cleaned and maintained. Bargaining unit members who voluntarily work at their school site shall be permitted to provide the 180/230/240 minutes of synchronous and asynchronous learning at the school site and complete the balance of their seven and one-half (7.5) hour duty day from home. For safety and emergency reasons, unit members who choose to complete their duty day from home must sign-out in the school office indicating that they are working from home and no longer on campus.

3. **Access to the Worksite:** Bargaining unit members providing distance learning beginning August 11, 2020, and until the Governor permits on site learning on an ongoing basis to parents who select distance learning as their child’s instructional program, shall have additional access beyond the necessary instructional minutes to work in their classroom/office work space during regular school hours as they deem necessary. In the event a bargaining unit member reports to a District worksite, he/she shall be responsible for following all state, county, local, and District public health recommendations/orders. Except while working independently in their classroom/office, while on District premises, bargaining unit members shall maintain six feet distance between themselves and other individuals and be required to wear a face covering. Staff who cannot wear a face covering because of a documented health issue, shall be required to wear a face shield with an attached neck drape (tucked into the shirt).
4. **Bargaining Unit Member Expectations:** The distance learning program requires daily combined synchronous and supervised asynchronous learning with all students on the class roster utilizing a virtual video format (i.e. Zoom [preferred tool based on District license for this product], Google meets, etc.) as detailed in the chart below.

Grade(s)	Daily Combined Synchronous and Supervised Asynchronous Instructional Minutes
Kindergarten	180 minutes/3 hours*
Grades 1-3	230 minutes/3.8 hours*
Grades 4-8	240 minutes/4 hours*

\* IEP special services are inclusive to the total overall combined synchronous and asynchronous instructional minutes. Bargaining unit members assigned to Resource

Specialist Program/Speech caseload assignments may provide students with their required minutes of service by pushing into another bargaining unit member's synchronous and asynchronous instructional time or by providing this time to a student as a pull-out time outside the scheduled instructional minutes above in alignment to the student's IEP.

Bargaining unit members shall be permitted to "step away" during the supervised asynchronous instruction minutes for a period of time not to exceed 10 minutes. When the bargaining unit member "steps away" the Zoom session will be recorded while the unit member is "away." In the event the bargaining unit member needs to "step away" for more than 10 minutes, the bargaining unit member shall contact the site administrator/designated certificated staff member to cover the class on the virtual learning platform while the bargaining unit member is "away."

Total synchronous and supervised asynchronous instructional minutes may be completed in one time block with minimal breaks or may be split up into separate time blocks and each grade level/site leadership team will decide how this time is broken up over the course of the school day. Each site's Leadership Team shall support and provide input into the structure of the bell schedule for their school site.

Time during the bargaining unit member's duty day beyond the 180/230/240 synchronous and supervised asynchronous instructional minutes and daily office hours shall be utilized by the bargaining unit member for duties such as but not limited to: planning, preparation, grading, feedback, IEPs, meetings, parent contact, etc. Per FETA/FSD Collective Bargaining Agreement Article 8 - Hours of Employment, bargaining members may be called to perform job duties that extend beyond the end of the duty day.

*Bargaining unit members shall determine the means and methods for providing distance learning based on appropriate standards-based instruction, their resources, and their students' ability to access the curriculum.* Under the distance learning model bargaining unit members shall be responsible for: direct instruction; academic supports for students not performing at grade level; designated and integrated instruction for English-learners both during ELA and across the content areas; planning appropriate standards-based instruction; responding to parents and students within one (1) working day; supporting diverse learners; building rapport and connections with students; regularly monitoring student work completion, participation, and student attendance; and reporting non-participation/absences to the site administrator for additional outreach and follow-up. Through assessment data, teachers will identify learning gaps to provide academic

intervention and strategies to mitigate learning loss with attention to at-risk/most vulnerable subgroups.

Bargaining unit members shall be responsible for setting and following the District's recommended security protocols and procedures for video conferencing in order to ensure the safest online environment for students and themselves. Teachers may meet 1:1 with students in virtual breakout rooms for instructional and intervention related assignments and activities as long as the 1:1 meeting is recorded and saved.

During the first two weeks of school, in order to establish procedures and build stamina, bargaining unit members as part of their synchronous and supervised asynchronous assignments/activities shall provide beginning of the year organizational, procedural, behavioral, PBIS, social-emotional concerns related to adjusting to the goal of returning to school instruction, etc. as they would during a traditional school year during the 180/230/240 minutes.

During the first eight (8) weeks of the school year, bargaining unit members assigned to transitional kindergarten, kindergarten, and/or first grade classrooms shall be permitted to assign paper packets to students for supervised asynchronous instructional time. If the student is completing the paper packet as part of the daily asynchronous instructional minutes, then the bargaining unit member shall be available to provide feedback, monitor student progress, and answer questions on Zoom or another virtual two-way live meeting platform.

**On Monday, Tuesday, Thursday and Friday:**

Bargaining unit members will provide live instruction and supervised asynchronous activities to students that includes, but are not limited to:

- Direct instruction
- Engage and explore content
- Interact with new knowledge
- Deepen and apply knowledge/dependent practice
- Check for understanding
- Collaborative breakout groups
- Extended learning
- For no more than sixty (60) minutes per day, bargaining unit members may monitor and provide feedback to students through Zoom or another virtual two-way live meeting platform, while students access online learning applications such as EPIC, StudySync, Kahoots, Readworks, SeeSaw, Nearpod, Google Classroom, iReady, etc., with prior approval of the site administrator.

The duration of whole-class live instruction and supervised asynchronous activities, on Monday, Tuesday, Thursday, and Friday shall equal the daily minimum instructional minutes for the grade level as listed in the chart above.

**On Wednesday:**

- a. **For all students:** Teachers shall meet with all students (TK-6th - rostered students; Junior High - homeroom students) for a minimum of fifteen (15) minutes utilizing a virtual video format (ie. Zoom) in order to: 1) take attendance; 2) ensure students' questions are answered regarding the 180/230/240 minutes of independent asynchronous assignments; and 3) students who have intervention time scheduled on a virtual video format (ie. Zoom) in "b" below know their scheduled meeting time with the teacher. Teachers shall provide independent asynchronous assignments to support the week's teaching and learning that should reflect the minimum instructional daily minutes for the grade level as listed in the chart above. For students receiving intervention, the Wednesday instructional minutes shall be a cumulative total of live interactive intervention time with the bargaining unit member and independent asynchronous assignments by grade level as listed in the chart above. Instructional time is based on the time value of assignments as determined by the teacher. Independent asynchronous assignments/activities shall support the week's teaching and learning and include, but are not limited to:
  - i. Asynchronous distance learning activities
  - ii. Extension activities
  - iii. Project-based learning
- b. **For students receiving interventions:** Bargaining unit members shall provide students with a minimum of 100 minutes (inclusive of the 15 minutes for all students as described in "a" above) of targeted intervention that includes live interaction with select students utilizing a virtual video format (i.e. Zoom [preferred tool based on District license for this product], Google, etc.) that includes:
  - i. Reteach concepts taught
  - ii. Teach/reteach prerequisite skills
  - iii. Mitigate learning loss
  - iv. Provide small group/individual instruction to at-risk/most vulnerable subgroups
  - v. Provide reteaching and support to students with learning, social-emotional, or behavioral needs
  - vi. Reteach and support English Learners

vii. Extended learning

vii. For the first three weeks at the primary grades (TK, K, and 1st), bargaining unit members will be permitted to assess students to gather data to determine a student's need for intervention.

5. **Syllabus/Class Page:** Bargaining unit members shall develop and post a syllabus and/or weekly/daily learning plan with information on accessing a learning management system, virtual curriculum, standards covered, contact information, grading policy, and office hours/interactive instruction on a classroom/teacher webpage linked to their assigned school's District webpage. Bargaining unit members shall not post materials that they do not own copyright permissions on to a publicly accessible web page.
6. **Student Orientation/Back to School Event:** The principal shall develop a process for students to receive instructional materials and technology, to the maximum extent possible, prior to the first day of school. Each teacher shall hold a minimum two (2) sessions of a "live" virtual parent orientation/back-to-school event via Zoom during the first or second week of school as agreed upon between the principal and site leadership team. Each site will facilitate a process by which teachers will be able to meet each student individually or in small groups during the first or second week via Zoom or in-person if all COVID-19 related safety measures are followed.
7. **Scheduling:** Except for office hours and/or 180/230/240 minutes of interactive daily instruction and supervised asynchronous assignments, bargaining unit members are expected to work and be available during their normal contractual work hours and workdays. To provide students and parents with consistency and to avoid conflicts, office hours/interactive instruction shall be scheduled during the same time each week and advance notification shall be provided to students and parents if a change to the schedule is necessary. Bargaining unit members shall also email both their principal and school office manager with advance notification if a change to the schedule is necessary. Office hours shall be used to provide student support, feedback, and clarification, as well as parent outreach, and may be conducted via phone, email, and/or other virtual platforms. The 180/230/240 minutes of daily interactive instruction and supervised asynchronous assignments should include but is not limited to content that requires student interaction with their teacher/classmates, content that engages a student in making a response, content that engages students in a visual way, and provides the bargaining unit member opportunities to provide the students with engagement and feedback.
8. **Office Hours:** A minimum of 2.5 hours per week (30 minutes per day) of office hours shall be scheduled. Bargaining unit members shall provide advanced notification to students and parents if a change to the schedule is necessary.

**Instructional Programs and Assignments beginning when the Governor’s guidance permits Orange County Schools to reopen and in accordance to SB 98:** the parties recognize that California schools are required to provide in-classroom on-campus instruction following the Governor’s most recent Executive Order, which at this time, requires Orange County to be off the “watch list” for 14 consecutive days in conjunction with clearance from the Orange County Healthcare Agency. Teachers shall be assigned to either Hybrid or Distance learning instructional programs and assignments. Placement in and out of these programs and assignments may change during the course of the 2020-2021 school year based on the COVID-19 pandemic and the health conditions as determined by the Orange County Healthcare Agency in the Fullerton School District attendance area.

1. **Assignment to a Distance Learning Position:** The following procedures shall apply to assignment of a distance learning teaching position:
  - a. If a bargaining unit member requests a distance learning teaching assignment due to an underlying/pre-existing health condition, or cares for a person at high risk for COVID-19 the District shall notify all bargaining unit members of the process to request and potentially secure a distance learning teaching assignment. A bargaining unit member with an underlying/pre-existing health condition, or cares for a person with a high risk for COVID-19, shall submit a written request for a distance learning teaching position via email to the Assistant Superintendent of Personnel Services. The email request shall include a medical provider’s note explaining the need for accommodation(s) and duration of the required accommodation(s). A bargaining unit member requesting and being granted accommodation(s) for a distance learning teaching position shall receive priority over all other requests.
    - i. Once a bargaining unit member is provided with a temporary reasonable accommodation for placement in a distance learning teaching position, and a distance learning teaching assignment is unavailable, such bargaining unit member shall be provided with an alternate assignment meeting the employee’s reasonable accommodation need(s) and continue to receive their full salary and benefits.
  - b. If a bargaining unit member prefers a distance learning teaching assignment, the District shall notify all bargaining unit members of the process to request and potentially secure a distance learning teaching assignment. A bargaining unit member who prefers a distance learning teaching position shall submit a written request for a distance learning teaching position via email to the Assistant Superintendent of Personnel Services. All bargaining unit members who submit an email request for a distance learning teaching assignment shall be interviewed for these assignments and shall be selected for available distance learning teaching positions by the following criteria: possession of the required credential(s), special training for a particular

assignment, and special experience and successful performance of a particular assignment. In the event two or more bargaining unit members have equal qualifications based on the listed criteria, District seniority shall be used as the deciding factor to fill the available distance learning assignments.

- c. If there are more distance learning teaching assignments available than bargaining unit members who have need or preference for one of these assignments, then the District shall fill these remaining distance learning assignments in order of reverse seniority.
2. **Assignment to a Hybrid Teaching Position:** Bargaining unit members assigned to Hybrid teaching assignments shall be assigned to teach an in-classroom assignment at a District school site according to the following guidelines:
- a. Students on each classroom roster will be divided into two groups (Cohort A and Cohort B) and shall attend school two days each week with the same cohort on a Monday/Thursday or Tuesday/Friday schedule.
    - i. On the days students are not attending in-class instruction with their assigned cohort, the bargaining unit member shall assign the students 180/230/240 minutes of asynchronous assignments that may include but are not limited to homework, independent practice activities, asynchronous online learning activities, enrichment activities, and project based learning.
  - b. The length of the instructional day at each school site for students in the Hybrid program on Monday, Tuesday, Thursday, and Friday shall be the same as it was during the 2019-2020 school year prior to the District being placed on distance learning only status.
  - c. Bargaining unit members will work every work day at their assigned school site. On Monday, Tuesday, Thursday and Friday, teachers will provide in-class live instruction. The duration of whole-class live instruction on Monday, Tuesday, Thursday and Friday shall equal the daily instructional minutes for the grade level offered during the 2019/2020 school year.
  - d. On Wednesday:
    - i. For all students (Hybrid or 5-day model), teachers shall provide independent asynchronous assignments to support the week's teaching and learning that reflect the minimum instructional daily minutes for the grade level as listed in the distance learning chart above ("Opening Under Distance Learning" section 4).
    - ii. For students whose cohort (A or B) is assigned to attend on a specific Wednesday, teachers shall provide all students of the assigned cohort with a minimum of 100 minutes in-class instruction at their assigned school site with their assigned

cohort. The targeted intervention/enrichment shall include in-class live interaction with students utilizing in-person 1:1, small group, or whole class intervention/enrichment that includes:

1. Reteach concepts taught
2. Teach/reteach prerequisite skills
3. Mitigate learning loss
4. Provide small group/individual instruction to at-risk/most vulnerable subgroups
5. Provide reteaching and support to students with learning, social-emotional, or behavioral needs
6. Reteach and support English Learners
7. Extended and enrichment learning

For students attending in-class on Wednesday instructional minutes shall be a cumulative total of 100 minutes of live interactive intervention/enrichment time with the bargaining unit member and independent asynchronous assignments by grade level equaling 80/130/140 minutes for the total daily minutes of 180/230/240 as listed in the chart above (“Opening Under Distance Learning” section 4). Instructional time for independent asynchronous assignments/activities equaling 80/130/140 minutes is based on the time value required for the average student to complete the assignments as determined by the teacher. Independent asynchronous assignments/activities shall support the week’s teaching and learning and include, but are not limited to:

1. Asynchronous distance learning activities
2. Extension activities
3. Project-based learning

- e. On weeks with student holidays/student free days falling on a Monday, bargaining unit members shall provide Hybrid instruction to the students who normally attend in-classroom instruction on Monday on the Wednesday of that week instead. On these weeks, the Wednesday instructional day shall equal the length of a normal Monday instructional day.

**Returning to traditional teaching and classroom assignments:** Bargaining unit members shall return to their traditional teaching and classroom assignments following the Governor’s most recent Executive Order, which at this time, requires Orange County to be off the “watch list” for 14 consecutive days in conjunction with clearance from the Orange County Healthcare Agency.

**Health and Safety:**



**Physical Distancing:** The District shall establish guidelines and physical structures to facilitate a minimum of six (6) feet between student workspaces/desks, between educator and student workspaces, and between employee workspaces.

**Multiple and Assigned Entry/Exit Points:** The District shall establish multiple entry and exit points at each school site for students to enter and exit the campus and undergo temperature screening protocols.

**In-person Staff Meetings/Professional Development:** The District shall not require in-person staff meetings or professional development if the District cannot ensure a minimum of six (6) feet of physical distance between all employees for the duration of the meeting/professional development and for entering/leaving the meeting/professional development.

**Face Coverings:** The District shall require the use of face coverings by staff and students, especially when social distancing is not possible. Individuals who cannot wear a face covering because of a documented health issue, shall instead be required to wear a face shield with an attached neck drape (tucked into the shirt). Face coverings may not be required for children age two and under or for students with medical conditions, mental health conditions, or disabilities.

1. The District shall require the use and shall provide face shields with attached neck drapes (tucked into the shirt) for those who cannot wear a face covering due to a health condition, or due to the educational needs of the students.

**N-95 Respirators:** The District shall provide N-95 respirators for bargaining unit members working directly with individuals who get sick at a worksite with COVID-19 like symptoms, students who are not able to wear a mask, and bargaining unit members who have a large number of daily person-to-person contact that does not permit for social distancing.

**Aprons/Smocks:** The District shall provide disposable aprons/smocks for bargaining unit members working with individuals who are sick, need hygiene assistance, or who need feeding assistance.

**Hand Sanitizer/Soap/Gloves:** The District shall comply with the following hand washing requirements:

1. Every room with a sink shall be stocked with soap and proper hand drying equipment;
2. Every classroom shall be provided with hand sanitizer approved for student use;
3. Non-classroom workspaces shall be provided hand sanitizer;
4. Hand sanitizer or portable hand washing stations shall be provided at each ingress and egress point;

5. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked immediately as needed and prior to the beginning of each day.
6. Disposable, non-latex gloves shall be available for bargaining unit members who request them.

**Daily Cleaning and Disinfecting:** The District shall ensure that all classrooms, restrooms, and workspaces are cleaned and disinfected daily, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant necessary, as recommended and allowed by federal, state, and/or local health officials. At a bargaining unit member's request, a bargaining unit member shall be provided with approved and permitted cleaning/sanitizing sprays, wiping clothes (paper or cloth), and cleaning wipes by the District for use in their classroom/workspace. Bargaining unit members will be required to complete online training prior to using any approved and permitted sanitizing sprays or wipes in their classrooms/workspaces.

**HVAC:** The District shall ensure all HVAC systems operate on the mode which delivers the most fresh air changes per hour that the HVAC system will allow. The District will make a good faith effort to turn HVAC systems to the "fan" setting to circulate air two (2) hours prior to the start of the instructional day. Air filters shall be no less than MERV-13 and changed at the recommended intervals. Per bargaining unit member and site administrator request, portables and/or other rooms without adequate central HVAC shall be equipped with HEPA air filters or equivalent as available with a large enough capacity and flow rate for the square footage of the room.

**Health Screening, Testing, Notification, and Contact Tracing:** The District shall ensure all students, employees, and visitors are checked for symptoms daily prior to entering school, including temperature checks via no-touch thermometers. Visitors with any symptom consistent with COVID-19 shall be denied entry. Staff and students with any symptom consistent with COVID-19 or who have had close contact with a person with COVID-19 should be sent home or sent to an isolation room on site pending travel home.

Upon notification that an employee or student has been infected with COVID-19, the District shall initiate contact tracing in conjunction with local health department officials. All persons who may have come in contact with the infected individual shall be notified. The District shall notify the Association of the location(s) where the infected individual was present on the school premises during the suspected incubation/active infection period.

All bargaining unit members shall be tested for COVID-19 at least every two months at no cost to the bargaining unit member. Testing schedules shall be arranged to minimize delays and

results shall be delivered to each unit member promptly, with all relevant state and federal privacy laws preserved.

**Handwashing:** Students, employees, and visitors shall be required to wash their hands or use hand sanitizer upon entering District sites and when entering a classroom.

**One-way directions/movement:** school passageways/hallways/stairs that do not allow for appropriate social distancing will be set-up with one-way directional arrows and training for staff and students. Elevators (Maple only) shall be limited to individual use with one (1) student and a staff member assisting the student.

**Other COVID-19 related issues:**

**Pay/Benefits:** bargaining unit members who are willing and able to work and are providing services to the District under any of the instructional models described in this MOU or are completing their assignment as described in their designated job description shall continue to receive full compensation and benefits. If extracurricular duties can and are performed, bargaining unit members shall continue to receive stipends and/or additional pay, as provided for under the collective bargaining agreement.

**Evaluation:** the evaluation process for permanent unit members will be put on-hold until students are permitted to return to school without health and safety restrictions related to COVID-19. Temporary and probationary bargaining unit members will be evaluated for the 2020-2021 school year following the evaluation process in the FSD/FETA Collective Bargaining Agreement. Informal classroom walk-throughs shall be conducted during distance learning by administrators being provided with access to the virtual classroom format.

**Childcare/Extended Learning:** Bargaining unit members who are unable to secure childcare for their own children (who are in the TK-8 grade range) due to the impact of COVID-19 will have the priority to have their own children enrolled in the District's "Extended Learning" program once schools reopen and the Hybrid instructional model is put into place, depending on space availability on a site-by-site basis.

During the time period(s) in which FSD schools are providing Distance Learning only, bargaining unit members shall be provided with two no-cost childcare options for children who are TK-8th grade age range.

- Option 1 - The bargaining unit member may bring their own child/children into their classroom or workspace with them and their own child/children may participate in the daily distance learning activities provided to that child/children by the school/classroom where they are enrolled. All COVID-19 related health

and safety guidelines must be followed and the bargaining unit member will be required to complete the full duty day and daily assignment responsibilities. The bargaining unit member will hold the District harmless for any accident or injury that their child sustains while their child is under their supervision. Bargaining unit members shall also be responsible for ensuring their own child has the necessary supplies and equipment to support their distance learning.

- Option 2 - A bargaining unit member who chooses to work at an FSD school site or facility may bring their own child/children to a District facility (to be determined based on need and availability) and the bargaining unit member's child/children will be supervised by FSD staff members for the duration of the unit member's duty day. The bargaining unit member will be responsible for ensuring their child/children has the materials/devices needed to participate in distance learning in the classroom/school where they are enrolled and that their child has the meals, supplies, and personal items that will be needed for the duration of the duty day. This option may be revoked based on a progressive disciplinary notification and recording process.

**Class Size Discrepancies:** Bargaining unit members shall be assigned students according to the class size limitations as prescribed in Article 14 of the Collective Bargaining Agreement. Any request for a bargaining unit member to have students enrolled in their class(es) above the limits of Article 14 requires the signed mutual agreement of the bargaining unit member and the principal.

**Increased Workload:** The District and Association will meet and confer on any issues related to increases in a bargaining unit member's workload.

**School Re-Closures:** The District shall immediately notify the association when there is a confirmed case of COVID-19 at a District site. The District will follow the Governor's and California Department of Public Health's procedures and guidelines to determine the protocols and if classroom cohorts, classrooms, schools, and/or worksites should be closed. If school, worksite, or District-wide closure is required/recommended by the Orange County Healthcare Agency, the District and Association shall, as soon as practicable, bargain the impact and effects of the closure. If a school or the District returns to Distance Learning only, students who are in the hybrid program will have their assigned teachers and those who have Independent Study or Academy will continue with their program as feasible.

**Student Lunch:** If the District requires bargaining unit members to supervise students during their 30 minute duty free lunch, the District shall compensate bargaining unit members for the loss of their duty-free lunch at the certificated hourly rate of pay.

**Before/After School Student Supervision:** If the District requires a bargaining unit member to supervise students before or after school beyond the normal before/after school duty required of other bargaining unit members, then the bargaining unit member will receive the certificated hourly rate of pay.

**Leave and leave provisions:** Bargaining unit members who are unable to report to work shall be eligible for all applicable leave provisions as provided for under State and Federal law and the Collective Bargaining Agreement.

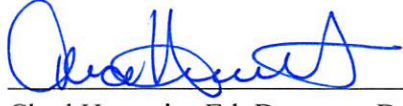
**Preschool:** PreSchools that have an AM/PM session Monday - Friday, shall have sufficient time to have custodial staff sanitize classrooms between sessions (minimum of 30 minutes). If preschool teachers are required to clean restrooms, proper personal protective equipment (PPE) and cleaning supplies shall be stocked and restocked immediately. Site Administrators shall coordinate with the custodial staff and preschool teacher to ensure above mentioned items are maintained. If a preschool classroom has not been appropriately cleaned and sanitized between the AM/PM sessions, bargaining unit members and students shall not enter the classroom and shall be assigned a temporary classroom or outdoor area as determined by the site administrator until the classroom can be appropriately cleaned and sanitized.

**Bargaining Unit Members not Assigned to Classroom Teaching Positions (i.e. Nurses, Counselors, RTI Teachers, TOSAs, etc.):** The District and Association recognize the importance of these bargaining unit members and commit to fully support them and meet and confer to resolve any unforeseen issues and/or concerns related to working during the pandemic. Nurses shall have a designated area that allows for privacy (when required) to discuss confidential health information on their assigned school campus(es) in order to perform their duties.

**Distance Learning Training:** The District shall provide an optional Best Practices in Distancing Learning training (Zoom, techniques, strategies, and student social-emotional issues related to distance learning) to bargaining unit members assigned to provide distance learning. Training sessions will be offered prior to the first duty day (August 7, 2020) and bargaining unit members who attend the training prior to the start of the school year shall be compensated at the daily substitute teacher rate. Teachers who choose to attend the training during the work year, shall be provided with a substitute teacher.

**Student Textbooks:** When possible, textbooks will be assigned directly to students for use at home. If available, the District will provide students with access to digital textbooks.

 8/3/2020  
\_\_\_\_\_  
Pamela Zinnel Date  
Negotiations Chair  
FETA

 7/27/2020  
\_\_\_\_\_  
Chad Hammitt, Ed. D. Date  
Assistant Superintendent Personnel  
Fullerton School District

DISCUSSION/ACTION ITEM

**DATE:** August 11, 2020  
**TO:** Board of Trustees  
**FROM:** Robert Pletka, Ed.D., District Superintendent  
**SUBJECT:** DETERMINE LEGAL COUNSEL ATTENDANCE AT FUTURE BOARD MEETINGS.

Background: This Board item was placed on the agenda at the request of the Board President.

Rationale: The Board of Trustees approves the participation of legal counsel at Board Meetings.

Funding: N/A.

Recommendation: No Recommendation.

RP:cs

DISCUSSION/ACTION ITEM

**DATE:** August 11, 2020  
**TO:** Board of Trustees  
**FROM:** Robert Pletka, Ed.D., District Superintendent  
**SUBJECT:** DETERMINE OPEN SESSION START TIME FOR FUTURE BOARD MEETINGS

Background: This Board item was placed on the agenda at the request of the Board President.

Rationale: The Board of Trustees approves modifying the start time for Open Session.

Funding: N/A.

Recommendation: No Recommendation.

RP:cs



DISCUSSION/ACTION ITEM

**DATE:** August 11, 2020  
**TO:** Board of Trustees  
**FROM:** Robert Pletka, Ed.D., District Superintendent  
**SUBJECT:** **DIRECTION FROM THE BOARD REGARDING FORMAT OF MINUTES FOR THE JUNE 25, 2020 ADJOURNED MEETING AND FORMAT OF MINUTES FOR ALL FUTURE BOARD MEETINGS.**

Background: This Board item was placed on the agenda at the request of the Superintendent.

Rationale: The Board of Trustees approves the format of Board Meeting minutes.

Funding: N/A.

Recommendation: No Recommendation.

RP:cs

FULLERTON SCHOOL DISTRICT

ACTION ITEM  
RE ORGANIZATION OF THE BOARD OF TRUSTEES

**DATE:** August 11, 2020  
**TO:** Board of Trustees  
**FROM:** Robert Pletka, Ed.D., Superintendent  
**SUBJECT:** RE-ORGANIZATION OF THE BOARD OF TRUSTEES FOR THE 2020 CALENDAR YEAR

Background: Education Code sections 35023, 35140, and 35143 and Board Bylaws 9121 and 9123 require the Board of Trustees to determine the following items: 1) elect a president, vice president, and clerk; 2) appoint the Superintendent as Secretary to the Board of Trustees; 3) select a representative and an alternate to serve on the Orange County School Boards Association Political Action Committee; and 4) select a representative and an alternate for nominating candidates to the County Committee on School District Organization.

#1: President Nominee \_\_\_\_\_ motion by \_\_\_\_\_  
seconded by \_\_\_\_\_ vote: yes \_\_\_ no \_\_\_ abs \_\_\_

Note: Newly elected President will assume responsibilities upon completion of election of Board President.

Vice President Nominee \_\_\_\_\_ motion by \_\_\_\_\_  
seconded by \_\_\_\_\_ vote: yes \_\_\_ no \_\_\_ abs \_\_\_

Clerk Nominee \_\_\_\_\_ motion by \_\_\_\_\_  
seconded by \_\_\_\_\_ vote: yes \_\_\_ no \_\_\_ abs \_\_\_

#2: Appoint Superintendent as Secretary

Motion by \_\_\_\_\_ seconded by \_\_\_\_\_  
vote: yes \_\_\_ no \_\_\_ abs \_\_\_

#3: Representative for OCSBA Political Action Committee for 2019 was Hilda Sugarman. Alternate for 2019 was Janny Meyer.

Representative for year 2020:  
Nominee \_\_\_\_\_ motion by \_\_\_\_\_  
seconded by \_\_\_\_\_ vote: yes \_\_\_ no \_\_\_ abs \_\_\_

Alternate for 2020:  
Nominee \_\_\_\_\_ motion by \_\_\_\_\_  
seconded by \_\_\_\_\_ vote: yes \_\_\_ no \_\_\_ abs \_\_\_

#4: Representative for County Committee on School District Organization for 2019 was Aaruni Thakur. Alternate for 2019 was Jeanette Vazquez.

Representative for 2020:

Nominee \_\_\_\_\_ motion by \_\_\_\_\_  
seconded by \_\_\_\_\_ vote: yes \_\_\_ no \_\_\_ abs \_\_\_

Alternate for 2020:

Nominee \_\_\_\_\_ motion by \_\_\_\_\_  
seconded by \_\_\_\_\_ vote: yes \_\_\_ no \_\_\_ abs \_\_\_

Rationale: Board of Trustees approves re-organization of the Board.

Funding: Not applicable.

Recommendation: Not applicable.

RP:cs