

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
Agenda for Regular Meeting of the Board of Trustees
Tuesday, April 14 2020
6:00 p.m. Open Session-
Board of Trustees participating remotely via teleconference
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

On March 12, 2020, the Governor issued an Executive Order suspending parts of the Brown Act that included the following:

"All requirements in... the Brown Act expressly or impliedly requiring the physical presence of members, the clerk or other personnel of the body, or of the public as a condition of participation in or quorum for a public meeting are hereby waived."

This means that Board Members may attend meetings remotely (i.e., by telephone or teleconference). Further, Board Meetings can proceed even if a quorum of the Board — or the entire Board — is participating remotely. This change also means that posting notices at the remote location and public access to the remote location are suspended, as well.

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

Superintendent's Report

Information from the Board of Trustees

Information from DELAC, PTA, FETA, CSEA, FESMA (Any reports submitted will be read out loud during the Board of Trustees meeting.)

Public Comments

Public Comments/Persons Addressing the Board – Policy

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

Approve Minutes

Regular Meeting March 10, 2020

Special Meeting March 13, 2020

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 N22C0068 through N22C0071, N22D0284 through N22D0354, N22E0275 through N22E0346, N22M0258 through N22M0287, N22R0979 through N22R1069, N22S0012 through N22S0019, N22T0027, N22V0108 through N22V0129, N22X0386 through N22X0387, N22Y0084, N22Z0075 through N22Z0076 for the 2019/2020 school year.
- 1d. Approve/Ratify Nutrition Services purchase orders numbered 220503 through 220568 for the 2019/2020 school year.
- 1e. Approve/Ratify warrants numbered 126860 through 127441 for the 2019/2020 school year.
- 1f. Approve/Ratify Nutrition Services warrants numbered 14192 through 14246 for the 2019/2020 school year.
- 1g. Approve Independent Contractor Agreement between John Paul ("J.P.") Jones, a State Certified Instructor, to provide training services to our school bus drivers in order to remain compliant with state laws and regulations during their employment at Fullerton School District.
- 1h. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 3 (January 1, 2020 – March 31, 2020).
- 1i. Adopt Resolution #19/20-16 proclaiming May 3-9, 2020 as Teacher Appreciation Week and May 6-12, 2020 as National Nurses Week in the Fullerton School District.
- 1j. Adopt Resolution #19/20-17 proclaiming May 17 – 23, 2020, as "Classified School Employee Week" in the Fullerton School District.
- 1k. Approve rejection of claims against the Fullerton School District numbered: 1907028.
- 1l. Approve/Ratify warrant numbered 1128 for the 2019/2020 school year.
- 1m. Approve/Ratify warrant numbered 1212 through 1213 for the 2019/2020 school year.
- 1n. Adopt resolutions numbered 19/20-B027 through 19/20-B029 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1o. Approve Notice of Completion for KYA Services, LLC, for the purchase of material and labor for repairs to the fields located within Acacia Elementary School.

1p. Approve agreement with John R. Byerly Incorporated, to provide professional geotechnical engineering/testing, materials laboratory testing, and special inspections as part of the Transportation Department Modular Building Re-Bid, Project Number FSD-19-20-MF-03.

1q. Approve agreement with The Hauffe Company for repairs and improvements as required by the Division of the State Architect (DSA) as part of the Transportation Department modular building project number FSD-19-20-MF-03.

1r. Approve/Ratify Classified Personnel Report.

1s. Approve/Ratify service agreement between Fullerton School District and PowerSchool Group, LLC, for PowerSchool Student Information System Enterprise Management Service for 2019/2020 school year.

Discussion/Action Items:

2a. Adopt/ratify Resolution #19/20-18 authorizing an increase to the revolving cash fund from \$50,000 to \$100,000.

2b. Approve Memorandum of Understanding for COVID-19 Teacher Evaluations between the Fullerton School District and Fullerton Elementary Teachers Association (FETA).

2c. Approve Memorandum of Understanding between the Fullerton School District and California School Employees Association (CSEA) Chapter 130 pursuant to COVID-19 and work schedules.

Public Hearing

Hold Public Hearing to allow for public comment regarding the adoption of Resolution #19/20-19 authorizing the imposition and collection of increased developer fees on new residential and commercial/industrial construction.

Discussion/Action Items:

2d. Adopt Resolution #19/20-19 authorizing the imposition and collection of increased developer fees on new residential and commercial/industrial construction.

2e. Approve the public announcement of Mr. Thomas Reminisky as the Board of Trustees' intended appointee to the Personnel Commission to fill the unexpired term until December 2021.

2f. Approve/Ratify purchase of 500 Apple iPads for 2019/2020 school year.

2g. Approve/Ratify purchase of 600 WiFi Internet HotSpots from Orange County Department of Education for 2019/2020 school year.

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, May 12, 2020, at 6:00 p.m. in the Fullerton School District Administration

Board Room, 1401 W. Valencia Drive, Fullerton, California. Translation services are available upon request. Please contact Carmen Serna, in the Superintendent's Office (714) 447-7405 (carmen_serna@myfsd.org), if you would like a Korean or Spanish interpreter to be available at a Board of Trustee Meeting (72 hours prior to a Board Meeting).

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

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

FULLERTON SCHOOL DISTRICT
Minutes of the Regular Meeting of the Board of Trustees
Tuesday, March 10, 2020
5:00 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

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

President Jeanette Vazquez called a Regular meeting of the Fullerton School District Board of Trustees to order at 5:00 p.m. and Trustee Janny Meyer led the pledge of allegiance to the flag.

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

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

Recess to Closed Session – Agenda

At 5:02 p.m., the Board recessed to Closed Session for: •Conference with Legal Counsel- Anticipated Litigation: Significant exposure to litigation pursuant to Government Code sections 54956.9 (a) and (d)(2). Existing facts and circumstances pursuant to Government Code section 54956.9 (e)(3); •Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]

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

President Vazquez called a Regular meeting of the Fullerton School District Board of Trustees to order at 6:18 p.m. and Mark Jacobs, FETA President, led the pledge of allegiance. President Vazquez reported after conferring and meeting with legal counsel in closed session regarding anticipated litigation, the Board voted 5-0 to reject the claim as submitted by Astra Builders pursuant to Government Code section 910 et seq.

Recognitions listed below:

Wonder of Water Student Recipients

Art competition based on two categories: Love of Water and Nature of Water. First place winners each receive \$50 and second place winners each receive \$20. The winners included:

Nature of Water- Elementary

1st Place- Rachel Sung, 6th Grade Laguna Road
2nd Place- Emily Im, 2nd Grade Fisler School

Nature of Water- Junior High

1st- Savannah DiBenedetto, 8th Grade Ladera Vista Junior High of the Arts
2nd Place- Matia Ornelas, 7th Grade Beechwood School

Love of Water- Elementary

1st Place- Grace Kim, 6th Grade Hermosa Drive
2nd Place- Makaela Brown-Muthoni, 6th Grade Orangethorpe Elementary

Love of Water- Junior High

1st Place- Evelyn Kim, 8th Grade Nicolas Junior High School
2nd Place- Subin Park, 8th Grade Parks Junior High School

Catch Me at My Best Recipients

Helene Morris, Director of Administrative Services, presented Catch Me at My Best recipients: Scott Schlabsz, Michael Burns, Mike McAdam, Rosanne Arellano, Terry Radzai-Sanchez, Laurie Bruneau, Catie Williamson, Katie Frazer, Nicole Tsou, Heather Marshall, Kimberly O'Sullivan, Patricia Padilla, and Roger Razzo. Each recipient was recognized for a Fullerton School District Core Value.

Orangethorpe Teach Rock Partner School and Multi-age Video Contest Winners

Orangethorpe is the flagship Teach Rock Partner School and through that partnership teachers and students at OT have access to an arts infused educational specialist and free curriculum that allows students to see the value of music as a medium for accessing important ideas ranging from history to science to ecology to social justice. The primary Multi-Age Teacher Team and their students shot a video spotlighting Teach Rock which

was played at the Rock and Roll Forever Foundation Gala in November where OT was recognized as the flagship school

Maple School Alumni

President Vazquez recognized Maple School Alumni for numerous years of contributions to the Maple School community. The Maple School Alumni has provided fundraising efforts to support Maple School students through mentoring and enhancing their education.

Sharon Quirk-Silva's office provided certificates of recognition for Wonder of Water student recipients, Orangethorpe Teach Rock Partner School and Multi-Age video contest winners, and to the Maple School Alumni.

Superintendent's Report

Dr. Pletka stated his report would be part of the Social Emotional/Mental Health Accountability presentation.

Information from the Board of Trustees

Trustee Meyer- She reported it is conference week for parents and teachers. It is a fun week to allow parents to meet with the teacher to discuss the progress of their child. She commended staff including CSEA, FETA, FESMA, PTA for their hard work with Measure J. She congratulated Dr. Robin Gilligan, Dr. Liz Leon, Dr. Danielle Ramirez, and Dr. Julie Graham for recently receiving their doctorate. She wished everyone a great spring recess.

Trustee Thakur- He stated today in India is a day of celebration called "holy" or "color run"; he stated the last couple of months have been difficult and wished everyone a wonderful spring recess.

Trustee Berryman – She stated staff spent numerous hours supporting Measure J and she thanked everyone for their hard work and efforts with Measure J; the staff was led by integrity. Trustee Berryman read the following statement:

I would like to take my time this evening to express my appreciation for the time that our teachers, counselors, principals and administrators have been spending on a long-term plan to address the mental health needs of our students. This issue has become more important over the past year as we have seen student behaviors that warrant more attention. I do understand the frustrations that our teachers have been feeling and am committed to this issue.

Over the past couple of months, the president of our Teachers association has been updating us on our newest district "think tank" addressing the challenges of our junior high students. These challenges are across the board and are not specific to any area or population.

In my years as a board member here, I have always advocated for student safety, wellness and mental health with an emphasis on the junior high experience. My priorities have not changed and I still feel that this is a great need in our district and plan to continue to support the efforts towards allocating resources to this priority.

I was proud that our board also feels mental health is a top priority and this year, we added a goal to reflect this priority.

As with any large organization with many moving parts, I do understand that for a goal to become a reality, it takes some time. It takes time to bring everyone to the table and develop a long term plan to address the issue. We need all stakeholders to participate in the process and provide as many thoughts and opinions to best serve our students. We are lucky to have such a strong group of stakeholders, that include parents and staff members, that participate in our LCAP process and I want to make it known that I truly appreciate the mindfulness and attention that they contribute to our district.

I am excited to hear the staff presentation on Mental Health services for our district and will take this proposal into consideration as we fine tune our District's LCAP and budget in May and June. I know that I will have input at that time and hopefully with our collective voices, we will be able to provide our students with the best possible programs to help them navigate this time of their lives.

Trustee Sugarman- She shared that society is more successful when the opinion of all people are considered and that is what makes Fullerton a place that welcomes innovation and growth. It is important to educate the whole child including the social and emotional well-being. She thanked staff who coordinated the Champions for Learning Family Conference on March 7, 2020. The conference offered an array of workshops for both parents and students with topics ranging from art, zumba, math, and social emotional support. She thanked Dr. Pletka for his leadership and thanked the Fullerton community for participating in Measure J. Trustee Sugarman stated she was touched by so many people coming together for one cause and she hopes a future bond may be considered.

President Vazquez –She shared her appreciation towards staff who have been sanitizing and deep cleaning. She mentioned the Champions for Learning Family Conference was very inspirational and she thanked all staff for the numerous events they have been planning. President Vazquez stated that together we can continue to grow and innovate.

Information from DELAC, PTA, FETA, CSEA, FESMA
DELAC– No report.

PTA- Wendy Reid and Christy Carter read the following statement: I am writing this letter in regards to the recent LCAP meeting that took place on Wednesday, February 19th, 2020. That Wednesday, I arrived a few minutes late (shuttling kids around!) to the meeting and when I walked into the ELC, I saw Jeanette Vazquez in front of the room talking to the group. Knowing that Jeannette Vazquez is the current FSD School Board President, my first thought was that she was sharing the priorities of the FSD School Board - the items that the Board feels are important to ideally (if possible) include in the LCAP. So, I was intent on listening to what she had to say. I was open to hearing what the School Board felt was important to include - they are an important Stakeholder too! However, it quickly became evident to me that Ms. Vazquez had other intentions in mind. While her passion and drive were clearly evident by the manner in which she was talking, I did not appreciate her adamant attitude and the “demanding nature” with which she was addressing the group. What really, really upset me, however, was the phrase “Myself and my fellow school board member Aaruni Thakur, WILL NOT pass the LCAP UNLESS these items are included...” and she proceeded to list the items that she demanded must be in the LCAP. I was incredibly shocked to hear that particular sentence coming from the School Board President, especially since she was addressing a room full of volunteers who were representing all of the stakeholder groups in FSD. Our sole purpose of being on this LCAP committee is to work on coming up with an LCAP that best addresses the needs of ALL students in our district, while taking into account the LCAP Directives and Guidelines. There is no demanding ANYTHING on this committee. Instead, we ALL provide our input, we discuss, we explore and we come up with an LCAP plan TOGETHER. How dare our School Board President come to us and tell us that none of our year-long work is going to matter, unless we include those specific things that she says we must include. How dare Aaruni Thakur tell us the same thing - via Ms. Vazquez. He wasn't even at the LCAP meeting. He sent Ms. Vazquez to do his dirty work? And then to threaten us with “I'm not going to pass the LCAP unless....?” This is incredibly insulting to those of us who have put in so many hours already this year, not to mention, an abuse of power on her part. It made me (and many others) feel discounted and disrespected and basically made our work and efforts thus far, absolutely worthless. As School Board President, isn't it Ms. Vazquez's job to represent the ENTIRE board? Is the position she shared with us, the position of EVERY FSD School Board Member? Is she looking out for the welfare of EVERY student in our district, or just a particular subset? Because after hearing her speak at the LCAP meeting, I no longer feel that Ms. Vazquez is considerate of EVERY student. Not to mention, Ms. Vazquez's demands of certificated mental health counselors (no more associates) are way above the means of our LCAP and would mean taking money away from other programs that the District Stakeholders feel are very important. And yet, she demanded this be included on the LCAP. I am extremely disappointed with Ms. Vazquez's behavior, as well as that of Mr. Aaruni Thakur. My time, my hours, and my input are all valuable, as are that of each and every one of us on the LCAP Committee. I don't appreciate being made to feel dispensable, unimportant and useless. Perhaps certain School Board Members need to reevaluate the manner in which they attack those of us who have put in countless hours to help ALL of our kids in FSD be successful, productive and healthy students with amazing programs, opportunities and support. Because those of us on the LCAP Committee are committed to doing just that.

FETA –Mark Jacobs.- He stated that teachers are currently conducting parent conferences along with diagnostic testing. He stated that the “think tank” continues to facilitate conversations between administrators and staff to help junior high students with difficult behaviors. He stated the CTA conference was cancelled. He thanked staff for supporting Measure J (Dr. Pletka publicly thanked Mr. Jacobs for his strength and courage working together in Measure J efforts).

CSEA – Marleen Acosta- She thanked Dr. Rob Coghlan for spearheading the Measure J campaign. She thanked Mark Jacobs for his hospitality at the NOCUT office. She felt very welcomed and part of the team supporting Measure J. She also thanked FESMA, FETA, and CSEA members who helped precinct walk, make signs, and phone bank. With the recent concerns regarding COVID-19, the cleanliness of schools has become an issue for not only students, but also for teachers and support staff who work at the sites. FSD distributed guidelines for staff to encourage wellness. She asked the District consider going back to every day cleaning. The CSEA Banquet will be held on May 16, 2020, at the Holiday Inn in Buena Park with a “Roaring 20's” theme.

FESMA –Robin Gilligan- She reported that in the spirit of “PAL” management is working together for the benefit of students. She stated the emergency preparedness team is meeting weekly to review updates regarding COVID-19. She thanked nurses and support staff for their ongoing support to keeping students and staff healthy.

Public Comments:

Steven Brunette (community member) expressed his concern regarding the solar project at Hermosa Drive Elementary. He stated the community members should have a voice and is concerned about the location of the solar panels.

Paulette Chaffee (community member) reported the Fullerton Collaborative is comprised of 62 organizations in Fullerton such as the Arts for All the Kids, Assistance League, CSUF, and many others. Mrs. Chaffee stated it is great that FSD is a partner of the Fullerton Collaborative to help enhance the lives of children. She stated the Faces of Fullerton event is now the “We are Fullerton” event and will be held on April 18, 2020, beginning at 10:00 a.m. Fullerton School District will host several booths at this event.

Veronica Moran (FSD parent and DELAC representative) commented she has been an FSD parent for numerous years and her mission is to help children. She stated that parents and FSD can work in conjunction and face obstacles together to help children. Parent topics of interest include safety and mental health. Mrs. Moran stated people are different but many of our issues are similar and would like to continue working together so we can continue advancing forward.

Alma Chavez (FSD parent and DELAC representative) thanked Dr. Pletka and President Vazquez for their hard work supporting children through mental health resources. She stated it is important to find a solution to help students through issues such as bullying, absenteeism, and poverty. Mrs. Chavez stated the importance of visiting families when issues arise and the issues may be stemming from home.

Approve Minutes

It was moved by Hilda Sugarman seconded by Aaruni Thakur and carried 4-0-1 (Trustee Meyer abstained for being absent at the February 11, 2020, Board Meeting) to approve minutes of the Regular meeting on February 11, 2020.

Trustee Vazquez suggested Discussion/Action item #2c be addressed at this time followed by the presentation on Social Emotional/Mental Health Accountability and the discussion on Increase employment stability of Instructional Aides.

Public Hearing

President Vazquez conducted a public hearing at 7:50 p.m. to allow public comment on the subject of dedicating such easements to Brandywine-Homes and Adopt the attached Resolution No. 19/20-14 of the Board of Trustees of the Fullerton School District authorizing the dedication of a temporary construction easement and an easement to Brandywine-Homes. Brandywine-Homes has requested that the District dedicate a temporary construction easement (“Construction Easement”) to access for the purposes of temporarily excavating, displacing, stockpiling and surcharging soil and other construction activities (“Infrastructure Work”) that are reasonably necessary in order to construct and install landscaping, an irrigation system, a walkway and ramp, new privacy walls, fencing and drainage improvements (“Park Facilities”). Brandywine-Homes also requested that the District dedicate an easement (“Easement”) for purposes of use, operation, maintenance, repair, and replacement of the Park Facilities. Both the Construction Easement and Easement would be upon a portion of the District’s Beechwood Elementary School property located at 780 Beechwood Avenue, Fullerton, CA 92835. Adoption of the Resolution before the Board will result in the dedication of the two above-referenced easements to Brandywine-Homes.

Hearing no public comments, the public hearing was closed at 7:57 p.m.

2c. Conduct a public hearing on the subject of dedicating such easements to Brandywine-Homes and approve Resolution No. 19/20-14 of the Board of Trustees of the Fullerton School District authorizing the dedication of a temporary construction easement and an easement to Brandywine-Homes.

It was moved by Beverly Berryman, seconded by Janny Meyer and carried 5-0 to approve Resolution No. 19/20-

14 of the Board of Trustees of the Fullerton School District authorizing the dedication of a temporary construction easement and an easement to Brandywine-Homes.

The Board recessed at 8:10 p.m. and resumed Open Session at 8:27 p.m.

Presentation:

There was an informational presentation on Social Emotional and Mental Health Accountability. Change in Education Code and changes to the law were discussed. In addition, staff discussed the Equity Opportunity Gap Advocates, and Researchers, district needs, district data, and staffing costs. A committee on difficult students behavior and a junior high PBIS Think Tank has been established; professional development and multi-tiered systems of support along with organizational changes were discussed.

Discussion Only:

John Caldecott, Interim Director of Classified Personnel, discussed a plan in action to Increase employment stability of Instructional Aides. He reported Classified Personnel is diligently working to process instructional aide applications to final interview in three weeks. In addition, Classified Personnel is expanding the sources to recruit instructional assistants and the new process is being successful. Mr. Caldecott stated FSD is in the median for the salary of instructional assistant's compared to other districts.

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

Consent Items

Moved by Hilda Sugarman, seconded by Janny Meyer, and carried 5-0 to approve the consent items including revised consent #1a to include hiring of the new Principal at Robert C. Fidler: Kimberly Benaraw. The Board commented on consent item #1b.

1a. Approve/Ratify Certificated Personnel Report.

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

1c. Approve/Ratify Purchase Orders numbered N22C0052 through N22C0067, N22D0276 through N22D0309, N22E0222 through N22E0274, N22M0232 through N22M0257, N22R0883 through N22R0988, N22V0108 through N22V0121, N22X0379 through N22X0384, and N22Y0083 for the 2019/2020 school year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 220438 through 220502 for the 2019/2020 school year.

1e. Approve/Ratify warrants numbered 126430 through 126859 for the 2019/2020 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 14145 through 14191 for the 2019/2020 school year.

1g. Approve/Ratify New Affiliation Agreement in Communication Sciences and Disorders with Chapman University effective January 6, 2020 through January 6, 2023.

1h. Approve New Practicum/Fieldwork Agreement in School Counseling with Concordia University effective March 11, 2020 through March 11, 2023.

1i. Approve/Ratify Addendum to the Agreement between Fullerton School District and Active Steps effective March 11, 2020 through June 30, 2020.

1j. Approve Classified tuition reimbursement.

1k. Approve/Ratify warrant numbered 1211 for the 2019/2020 school year.

1l. Approve the piggyback Bid Number 1512 from Garden Grove Unified School District for district-wide rental/or purchase of relocatable modular buildings from SKC Company Inc.

1m. Adopt resolutions numbered 19/20-B025 through 19/20-B026 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1n. Approve Notice of Completion for 2018 Fence Replacement-Various Sites, FSD-17-18-MF-01, to A-1 Enterprises, Inc., A-1 Fence Company.

1o. Approve independent contractor agreement with OMB Electrical Engineers, Inc., for electrical engineering services from March 11, 2020 to July 01, 2021.

1p. Approve Notice of Completion for KYA Services, LLC for the repair and replacement of items in classroom number 12 located within Raymond Elementary School.

1q. Approve Agreement between Fullerton School District and Advantage Communications for the summer enrichment Speech and Debate Program at Nicolas Junior High School from June 29, 2020 through July 10, 2020.

1r. Approve Agreement between Fullerton School District and Winnow+Glean for the graphic design and public relations experience class at Parks Junior High from March 16, 2020 through May 21, 2020.

1s. Approve/Ratify Addendum to the Agreement between Fullerton School District and Hollar Speech and Language Services effective March 11, 2020 through June 30, 2020.

1t. Approve/Ratify Addendum to the Agreement between Fullerton School District and Perry Passaro, MD, effective March 11, 2020 through June 30, 2020.

1u. Approve independent contractor agreement to provide nutrition services transporter services with Agape Worldwide Logistics, Inc. to the Fullerton School District, through June 30, 2020.

1v. Approve out-of-state conference for two staff members from Innovation and Instructional Support to attend the PowerSchool Users Group (PSUG) National Information Exchange & Vendor Expo in Las Vegas, Nevada, from July 27 – 30, 2020.

1w. Award a contract to Rug-ed Products, Inc. pursuant to the State of California Multiple Award Schedules (CMAS) Contract Number 4-18-00-0120B, for the purchase of non-information technology commodities.

Discussion/Action Items:

2a. Approve New and Revised Board Policies

New:

Personnel

BP 4131 – Staff Development

BP 4136 – Non-school Employment

BP 4143, 4243 – Negotiations/Consultation

Revised:

Personnel

BP 4139– Peer Assistance Review

It was moved by Beverly Berryman, seconded by Aaruni Thakur and carried 5-0 to approve the above stated New and Revised Board Policies.

2b. Approve the District's Second Interim Financial Report with a Positive Certification. Per State guidelines, a Positive Certification indicates that, based upon current projections, the District will meet its financial obligations in the current and subsequent two fiscal years.

It was then moved by Hilda Sugarman, seconded by Aaruni Thakur and carried 5-0 to Approve the District's Second Interim Financial Report with a Positive Certification. Per State guidelines, a Positive Certification indicates that, based upon current projections, the District will meet its financial obligations in the current and

subsequent two fiscal years

2d. Approve 2020 California School Boards Association (CSBA) Delegate Assembly Election candidates.

It was moved by Janny Meyer, seconded by Aaruni Thakur, and carried 5-0 to approve the following 2020 California School Boards Association (CSBA) Delegate Assembly Election candidates: Lauren Brooks (Irvine USD), Carrie Buck (Placentia YL USD), Lynn Davis (Tustin USD), Elizabeth Gonzalez (Centralia ESD), Candice Kern (Cypress ESD), Kathy Moffat (Orange USD), and Annemarie Randle-Trejo (Anaheim Union HSD).

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

Trustee Sugarman suggested changing the name of Nicolas Junior High School to Nicolas Junior High School Magnet School.

The Board confirmed a Special Board Meeting agenda for March 20, 2020, where legal counsel will be present to discuss: LCAP Board goals, Board protocols, agenda and effectiveness, Counsel support/contact and by whom, and Board self-evaluation.

The Board discussed having a special study session in May 2020.

President Vazquez adjourned the Regular meeting on March 10, 2020, at 11:19 p.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Minutes of the Special Meeting of the Board of Trustees
Friday, March 13, 2020
9:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

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

President Vazquez called a Regular meeting of the Fullerton School District Board of Trustees at 9:00 p.m. and Dr. Rob Coghlan led the pledge of allegiance.

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

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

Discussion/Action Item:

1a. Approve Resolution #19/20-15 of the Board of Trustees of the Fullerton School authorizing the Superintendent to take any and all necessary actions to prepare and respond effectively to the Novel Coronavirus (COVID-19)

The Board of Trustees discussed the following items relating to Discussion/Action Item #1a:

1. Distribution of Meals - when, how and how we will communicate this:

We will continue to offer lunches and breakfasts next week (March 16th through March 20th) to all children under the age of 18 through curbside pick-up at 20 schools from 11:00 a.m. to 1:00 p.m. Children must be present in order to receive their lunch meal. In addition, breakfast will be picked up with lunch for the following day.

2. Lesson Plans printed and distributed along with online resources at the following website

The [Five-Day Remote Learning Plan](#) was printed for all sites and delivered. All students received a copy before going home on Friday, March 13th. The plan was translated in Spanish and Korean and is posted on the website along with online resources. At this time, the learning plan is optional and not required. The activities will not be graded or impact a student's grade. Principals will be meeting with teachers on Monday to present a slide presentation that outlines staff expectations on planning lessons in case the closure exceeds two weeks. Robin will be meeting with all SPED staff on Monday to go over services.

3. Next Communication to the Community

The District will be sending the below message to all families on Saturday, March 14, 2020, at 9:00 am:

Good Morning,

Last night, the Fullerton School District Board of Trustees passed a resolution closing all schools beginning Monday, March 16, 2020, resuming as usual on Monday, March 30, 2020 (note: this time includes our regularly scheduled week off for Spring Break).

This is out of an abundance of caution, in an effort to limit the spread of COVID-19, and with guidance from local, state, and federal public health experts. As a reminder, we continue to recommend that you and your family practice prevention practices.

We understand that school closures affect all families, and we are committed to addressing the needs of our learners. We will continue to offer lunches next week (March 16th through March 20th) to all children under the age of 18 through curbside pick up at the following school sites: Maple, Pacific Drive, Orangethorpe, Raymond, Richman, Valencia Park, Woodcrest Schools, Ladera Vista JHS of the Arts and Nicolas Junior High School from 11:00 a.m. to 1:00 p.m. Children must be present in order to receive their lunch meal. In addition, breakfast can be picked up for the following day.

For families without home Internet access, Spectrum is offering **FREE INTERNET** for 60 days. Please call 1-844-488-8395. We have many optional learning resources on our website and it would greatly benefit your family to take advantage of this FREE Internet offer.

Thank you for your understanding and patience as we make decisions for the health and welfare of our students, staff, and community. Together we will successfully navigate these uncertain times. Please visit www.fullertonsd.org for updates and links to additional resources. Thank you.

4. All employees will be paid for the next week and in case there is a need for additional time.

All employees will be paid their normal salary during school days that the school is closed.

5. Are all classrooms and schools going to be sanitized sometime next week?

Yes, the M & O team will be spending the next two weeks deep cleaning, sanitizing, and disinfecting all of the schools. The good news is the two weeks will provide extra time for completing greater deep cleaning and ensure all surfaces are sanitized and disinfected.

6. If we do have to have meetings we will be practicing social distancing including tonight at the board meeting. Chairs will be 6 feet a part.

7. Website addresses where additional info will be displayed.

[COVID-19 Letter](#)

[Useful Links](#)

[Learning Resources](#) (including the Five-Day Plan, Learning Resources Interactive Slides, and Thrively link)

9. Are there resources for families that do not have WiFi access?

Yes. Spectrum is providing families with children who are impacted by school closure with two months of free WiFi for internet access. We have provided this information to our families in the message sent out on March 14, 2020, in the morning, and we will post this information on our District webpage.

It then was moved Aaruni Thakur, seconded by Beverly Berryman and carried 5-0 to Approve Resolution #19/20-15 of the Board of Trustees of the Fullerton School authorizing the Superintendent to take any and all necessary actions to prepare and respond effectively to the Novel Coronavirus (COVID-19)

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

No requests.

Adjournment:

President Vazquez adjourned the Special meeting on March 13, 2020, at 10:24 p.m.

Clerk/Secretary, Board of Trustees

CONSENT ITEM

DATE: April 14, 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), stipend(s), resignation(s), retirement(s) and new hire(s).

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

CH:ai
Attachment

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON APRIL 14, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
918	TBD		Educational Services	TK Teachers	Extra Hours	Approve contracted hourly rate NTE eight (8) hours for certificated employees to meet for grade planning. Names will be provided to payroll. Budget #0108655109-1101	8/3/20-8/6/20
	Becerra	Christopher	Certificated Personnel	Substitute Teacher	New Hire		3/12/20
	Costa	Jessica	Certificated Personnel	Substitute Teacher	New Hire		3/11/20
	Ibarra	Lorena	Certificated Personnel	Substitute Teacher	New Hire		3/2/20
	Migasi	Margaret	Certificated Personnel	Substitute Teacher	New Hire		3/3/20
	Pappas	Carolina	Certificated Personnel	Substitute Teacher	New Hire		3/9/20
	Ragsdale	Loren	Certificated Personnel	Substitute Teacher	New Hire		3/16/20
	Rhee	Julie	Certificated Personnel	Substitute Teacher	New Hire		3/12/20
	Roberts	Samantha	Certificated Personnel	Substitute Teacher	New Hire		3/6/20
	Anderson	Annica	Acacia	Resource	Resignation		5/29/20
	Frazer	Katie	Sunset Lane	Speech	Resignation		3/12/20
	Hernandez	Danielle	Orangethorpe/Valencia Park	Teacher	Resignation		5/29/20
	Hartman	Joyce	Beechwood	Teacher	Retirement		5/29/20
	Khalili	Sorour	Student Support	Mental Health Coordinator	Retirement		6/4/20
	McComb	Yolanda	Raymond	Principal	Retirement		6/8/20
932	Aldridge	Sylvia	Rolling Hills	Teacher	Stipend	Approve stipend of \$120 for certificated employees to change classroom during summer. Budget #0130426109-1101	6/1/20-07/31/20
882	Anderson	Megan	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20
882	Beijer	Meisje	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20
883	Boehm	Caroline	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON APRIL 14, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
882	Bordy	Sandra	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20
883	Cat-Aurelio	Thuy	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20
883	Chavez	Claudia	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20
931	Chong	Christina	Parks	Teacher	Stipend	Approve stipend of \$600 for certificated employee to coach after school Basketball. Budget #0130423409-1901	1/15/20-3/15/20
915	Garcia	David	Ladera Vista	Teacher	Stipend	Approve stipend of \$600 for certificated employee to coach after school Basketball. Budget #0130417409-1901	1/1/20-3/31/20
882	Guerrero	Danielle	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20
883	Khalili	Arielle	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20
882	Klausmeier	Teresa	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20
883	Mortensen	Jennifer	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20
932	Moyer	Maggie	Rolling Hills	Teacher	Stipend	Approve stipend of \$120 for certificated employees to change classroom during summer. Budget #0130426109-1101	6/1/20-07/31/20
878	Myers	David	Nicolas	Teacher	Stipend	Approve stipend of \$600 for certificated employee to coach girls Basketball. Budget #0130030409-1901	01/01/20-05/29/20
932	Pham	Crystal	Rolling Hills	Teacher	Stipend	Approve stipend of \$120 for certificated employees to change classroom during summer. Budget #0130426109-1101	6/1/20-07/31/20
882	Phillips	Carol	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20
880	Prado	Maria Angelica	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for Kinder Assessment on 08/03/20. Budget #0121228101-1101	8/3/20
882	Prado	Maria Angelica	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20
883	Ramirez	Paul	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20
882	Ramont	Tracy	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20
883	Rezvani	Julie	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20
882	San	Makothnimt h	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON APRIL 14, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
883	Saul	Jennifer	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20
883	Sincere	Dionne	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20
884	Sotolongo	Amy	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20
884	Stewart	Kimberly	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20
931	Stricker	Matthew	Parks	Teacher	Stipend	Approve stipend of \$600 for certificated employee to coach after school Basketball. Budget #0130423409-1901	1/15/20-3/15/20
885	Stripe	Catherine	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20
919	TBD		Educational Services	Teachers	Stipend	Approve stipend of \$120 for certificated employees to attend NGSS curriculum training. Names will be provided to payroll. Budget #0141355239-1901	6/1/20
920	TBD		Golden Hill	Teacher	Stipend	Approve stipend of \$120 for certificated employees to meet before school starts. Names to be provided after meeting. Budget #0130215101-1101	7/31/20-8/05/20
928	TBD		Educational Services	Teacher	Stipend	Approve stipend of \$120 per day for certificated employees to attend Writer's Workshop for three days during summer. Names to be provided after training. Budget #0121552211-1901	7/28/20-7/30/20
884	Urrea	Natalie	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20
921	Waisanen	Beniy	Golden Hill	Teacher	Stipend	Approve stipend of \$120 for certificated employees to change classroom during summer. Budget #0130415109-1101	6/1/20-8/05/20
880	Wasaznik	Isabella	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for Kinder Assessment on 08/03/20. Budget #0121228101-1101	8/3/20
882	Wasaznik	Isabella	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20
883	Werderman	Emma	Valencia Park	Teacher	Stipend	Approve stipend of \$120 for certificated employee to meet for grade level planning on 08/06/20. Budget #0121228101-1101	8/6/20
932	Williamson	Kyle	Rolling Hills	Teacher	Stipend	Approve stipend of \$120 for certificated employees to change classroom during summer. Budget #0130426109-1101	6/1/20-07/31/20
870	Choi	Charles	Beechwood	Teacher	Stipend	Approve stipend of \$600 for certificated employee to coach boys Basketball. Budget #0130411409-1901	01/29/20-03/11/20
871	Friesen	Dale	Fisler	Teacher	Stipend	Approve stipend of \$600 for certificated employee to coach girls Basketball. Budget #0130430409-1901	01/07/20-03/02/20
870	Koerth	Kurt	Beechwood	Teacher	Stipend	Approve stipend of \$600 for certificated employee to coach girls Basketball. Budget #0130411409-1901	01/29/20-03/11/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON APRIL 14, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)

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 April 14, 2020.

Clerk/Secretary

CONSENT ITEM

DATE: April 14, 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: April 14, 2020

SITE	DONOR	RELATIONSHIP	DONATION	PURPOSE	AMOUNT
Acacia	Chess Masters After-School Enrichment Programs	Community Partner	Monetary Donation	Donation	\$270.00
Acacia	Tritone Music Academy, Inc.	Community Partner	Monetary Donation	School donation	\$144.00
Beechwood	Breakthrough Sports, LLC	Community Partner	Monetary Donation	Physical education supplies account	\$400.00
Commonwealth	Commonwealth PTA	PTA	Monetary Donation	All the Arts Program	\$975.00
Fisler	Fullerton Education Foundation	Community Partner	Monetary Donation	Grant for Broadcasting Livestream Equipment	\$2,000.00
Golden Hill	Golden Hill PTA	PTA	Monetary Donation	Tables for school	\$700.00
Golden Hill	Women's Club of Fullerton	Community Partner	Monetary Donation	Sensory garden for Special Education classes	\$5,000.00
Laguna Road	Laguna Road PTA	PTA	Monetary Donation	All the Arts Program	\$1,575.00
Laguna Road	Laguna Road Support Our School Foundation	Community Partner	Monetary Donation	Annual Campaign Enrichment	\$318.33
Maple	Uncle Bens c/o Ashley Findlay	Community Partner	Monetary Donation	School donation	\$5,000.00
Nicolas Jr. High	Fullerton Education Foundation	Community Partner	Monetary Donation	School Supplies	\$1,075.00
Orangethorpe	Sunset Lane PTA	PTA	Monetary Donation	School donation	\$334.02
Pacific Drive	Fullerton Presbyterian Church	Community Partner	Monetary Donation	Parking Lot use	\$1,000.00
Parks Jr. High	BSN Sports	Community Partner	Monetary Donation	After school sports	\$70.73
Parks Jr. High	Sung Song	Parent	Monetary Donation	Physical Conditioning Donation	\$50.00
Raymond	Raymond PTA	PTA	Monetary Donation	All the Arts Program	\$1,425.00
Richman	Richman PTA	PTA	Monetary Donation	All the Arts Program	\$1,875.00
Rolling Hills	Breakthrough Sports, LLC	Community Partner	Monetary Donation	Equipment for Physical education classes	\$175.00
Rolling Hills	Rolling Hills PTA	PTA	Monetary Donation	Classroom Supplies	\$322.17
Sunset Lane	Ji and Kevin Yamachika	Parent	Monetary Donation	Speech and Debate	\$300.00
Sunset Lane	Sunset Lane PTA	PTA	Monetary Donation	All the Arts Program	\$93.00
Sunset Lane	Sunset Lane PTA	PTA	Monetary Donation	6th Grade Outdoor Education Fund	\$1,389.00

CONSENT ITEM

DATE: April 14, 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 N22C0068 THROUGH N22C0071, N22D0284 THROUGH N22D0354, N22E0275 THROUGH N22E0346, N22M0258 THROUGH N22M0287, N22R0979 THROUGH N22R1069, N22S0012 THROUGH N22S0019, N22T0027, N22V0108 THROUGH N22V0129, N22X0386 THROUGH N22X0387, N22Y0084, N22Z0075 THROUGH N22Z0076 FOR THE 2019/2020 SCHOOL YEAR.

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

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

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

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify Purchase Orders numbered N22C0068 through N22C0071, N22D0284 through N22D0354, N22E0275 through N22E0346, N22M0258 through N22M0287, N22R0979 through N22R1069, N22S0012 through N22S0019, N22T0027, N22V0108 through N22V0129, N22X0386 through N22X0387, N22Y0084, N22Z0075 through N22Z0076 for the 2019/2020 school year.

RC:MG:yd
Attachment

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 04/14/2020

FROM 02/21/2020 TO 03/26/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22C0068	ORANGE CNTY DEPARTMENT OF EDUC	200.00	200.00	0111654101 5210	Early Lrning Incl PreSchl Inst / Conferences and Meeting
N22C0069	ORANGE CNTY DEPARTMENT OF EDUC	350.00	350.00	0100000000 9330	Unrestricted / Prepaid Expenditures
N22C0070	PORTLAND CHILDREN'S MUSEUM	1,400.00	1,400.00	1208555101 5210	Fee Based Childcare Admin / Conferences and Meetings
N22C0071	ORANGE CNTY DEPARTMENT OF EDUC	150.00	150.00	1234052101 5210	Qty Rating Impr Sys Instr / Conferences and Meetings
N22D0284	COASTAL ENTERPRISES	245.68	245.68	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Ins
N22D0310	PERMA BOUND	258.01	258.01	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Inst
N22D0311	DICK BLICK ART MATERIALS	145.85	145.85	0130221101 4310	LCFF Suppl Instr Orangethorpe / Materials and Supplies
N22D0312	KBI AND ASSOCIATES	234.50	234.50	0110321109 4310	Reimburse Orangethorpe DC / Materials and Supplies Ins
N22D0313	AMAZON.COM	399.60	399.60	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
N22D0314	AMAZON.COM	126.23	126.23	0111912101 4310	Phelps Grant Commonwealth / Materials and Supplies Ins
N22D0315	AZTEC CONTAINER	195.00	195.00	0130411279 5899	LCFF Base Admin Beechwood / Other Expenses
N22D0316	AMAZON.COM	28.41	28.41	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplie
N22D0317	SIMPLE SOLUTIONS	538.42	538.42	0130210101 4310	LCFF Supplemental Instr Acacia / Materials and Supplies
N22D0318	AMAZON.COM	511.45	511.45	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22D0319	EPEUS SOLUTIONS	2,521.35	2,521.35	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies In
N22D0320	GOPHER SPORT	255.43	255.43	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
N22D0321	HERE COMES MONEY FUNDRAISING	343.25	343.25	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
N22D0322	GOPHER SPORT	104.28	104.28	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Inst
N22D0323	SCHOLASTIC INC	700.80	700.80	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
N22D0324	LEE & LOW BOOKS INC	1,497.86	1,497.86	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
N22D0325	PEARSON ASSESSMENT INC	1,275.20	1,275.20	0125554391 4315	LEA Medi Cal Reimb OT / Materials Test Kits Protocols
N22D0326	RAINBOW RESOURCE CENTER INC.	280.25	280.25	0181250101 4100	Lottery Textbook Instr Exp / Textbooks
N22D0327	AMAZON.COM	57.55	57.55	0130430109 4310	LCFF Base Instruction Fisler / Materials and Supplies Ins
N22D0328	ORIENTAL TRADING COMPANY	758.90	758.90	0181228101 4310	Instr Mat Lottery Valencia Ins / Materials and Supplies In

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 04/14/2020

FROM 02/21/2020 TO 03/26/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22D0329	HOME SCIENCE TOOLS	120.52	120.52	0130430109 4310	LCFF Base Instruction Fisler / Materials and Supplies Ins
N22D0331	SCHOLASTIC INC	315.83	315.83	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22D0332	AMAZON.COM	310.32	310.32	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Inst
N22D0333	SCHOLASTIC MAGAZINES	216.66	216.66	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplie
N22D0334	AMAZON.COM	31.00	31.00	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Inst
N22D0335	AMAZON.COM	369.82	369.82	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Ins
N22D0336	AMAZON.COM	94.60	94.60	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
N22D0337	AMAZON.COM	72.14	72.14	0130419109 4310	LCFF Base Instruction Maple / Materials and Supplies Ins
N22D0338	AMAZON.COM	67.87	67.87	0130419109 4310	LCFF Base Instruction Maple / Materials and Supplies Ins
N22D0339	SOUND ADVICE LLC	2,880.00	2,880.00	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies In:
N22D0340	NATIONAL PEN COMPANY	173.41	173.41	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
N22D0341	HAZ RENTAL CENTER	795.00	795.00	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies In:
N22D0342	CAROLINA BIOLOGICAL SUPPLY COM	210.38	210.38	0130430109 4310	LCFF Base Instruction Fisler / Materials and Supplies Ins
N22D0343	RIGHT WAY COMPANY, THE	663.74	663.74	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Ins
N22D0344	SCHOOL MATE	2,359.33	2,359.33	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
N22D0345	APPLE COMPUTER INC	93.74	93.74	0111923101 4310	Phelps Grant Parks / Materials and Supplies Instr
N22D0346	REALLY GOOD STUFF	631.80	631.80	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Ins
N22D0347	AMAZON.COM	473.17	473.17	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
N22D0348	NEED4TEES	310.32	310.32	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
N22D0349	AMAZON.COM	55.99	55.99	0130430109 4310	LCFF Base Instruction Fisler / Materials and Supplies Ins
N22D0350	DEMCO INC	41.71	41.71	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
N22D0351	NIEMANN, MICHAEL	242.98	242.98	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22D0353	KBI AND ASSOCIATES	272.95	272.95	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
N22D0354	KBI AND ASSOCIATES	217.63	217.63	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr

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N22E0275	GIVEN, STEPHANIE	34.39	34.39	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0276	ANDERSSON, ANNICA	38.76	38.76	0130410109 4310	LCFF Base Instr Acacia / Materials and Supplies Instr
N22E0277	MERDA, MEGAN	69.54	69.54	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22E0278	SHIM, JINI	26.94	26.94	0122452101 4310	Title III Limited Engl Central / Materials and Supplies Ins
N22E0279	RUSIEWSKI, MICHELE	463.33	463.33	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Ir
N22E0280	BEECHER, LINDA	100.00	100.00	0130230101 4310	LCFF Supplemental Instr Fisler / Materials and Supplies
N22E0281	RYAN, THERESA	69.60	69.60	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
N22E0282	RYAN, THERESA	90.69	90.69	0111619107 4310	Cotsen Foundation Instr Maple / Materials and Supplies
N22E0283	LEE, LAUREN	741.31	741.31	0111619107 4310	Cotsen Foundation Instr Maple / Materials and Supplies
N22E0284	TUCKER, CHRISTI	36.00	36.00	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22E0285	NGUYEN, MARY	62.62	62.62	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22E0286	CURLEY, CAROLE ANN	109.03	109.03	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22E0287	KHAMVONG, JEANETH	35.95	35.95	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Inst
N22E0288	CHAMPLIN, BRANDY	106.16	106.16	0130423179 4310	LCFFBase Video Arts Prod Parks / Materials and Supplie
N22E0289	LING, PHILLIP	35.96	35.96	0152757789 4350	Administrative Assistant DC / Materials and Supplies
N22E0290	ZAVALA, JAILENE	78.00	78.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
N22E0291	GUERRERO, REBECCA	901.69	901.69	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0294	ZAUCHA, MELISSA	82.61	82.61	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
N22E0295	PADILLA, PAT	129.18	129.18	0152757789 4350	Administrative Assistant DC / Materials and Supplies
N22E0297	PHILLIPS, MEGHAN	370.48	370.48	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
N22E0298	RAMIREZ, DANIELLE	91.69	91.69	0130416109 4310	LCFF Base Instr Hermosa Drive / Materials and Supplies
N22E0299	KOJIMA, DEBRA	156.99	156.99	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0300	MILLS, ALINA	580.12	580.12	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0301	MILLS, ALINA	75.52	75.52	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr

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N22E0302	SHAFFER, MICHAEL	190.00	190.00	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
N22E0303	REGITZ, NANCY	404.36	404.36	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0304	LEE, LAUREN	14.97	14.97	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
N22E0305	ORWAT, DEBBIE	699.40	699.40	0111622101 4310	Donation Instr Pacific Drive / Materials and Supplies Instr
N22E0306	DESANTIAGO, VANESSA	96.00	96.00	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
N22E0307	ASCARI, PATRICIA	27.73	27.73	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
N22E0308	JONES, MARGARET JILLIAN	113.84	113.84	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
N22E0309	HANCOCK, EMILY	15.96	15.96	0111630101 4310	Donation Discretionary Fislser / Materials and Supplies Ins
N22E0310	DOUGLAS, MARK	316.10	316.10	0130230101 4310	LCFF Supplemental Instr Fislser / Materials and Supplies
N22E0311	COCKERILL, HEIDI ANN	36.93	36.93	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0312	KOJIMA, DEBRA	504.27	504.27	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0313	RUIZ, FRANCES	8.67	8.67	0151154321 5220	Psychological Services / Mileage
N22E0314	SOLTERO-RUIZ, DR ERLINDA	181.75	181.75	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
N22E0315	URREA, NATALIE	95.29	95.29	0138352101 4310	Lindamood Bell Interv Training / Materials and Supplies
N22E0316	FOSCANTE-GWATNEY, AIMEE	110.00	110.00	0142054201 5210	Special Ed Administration / Conferences and Meetings
N22E0317	KHALILI, SOROUR	120.94	120.94	0150454101 4310	Sp Ed Mental Hlth Supp Instr / Materials and Supplies Ins
N22E0318	GOODRICH, JODY	115.08	115.08	0150454101 4310	Sp Ed Mental Hlth Supp Instr / Materials and Supplies Ins
N22E0319	NASLUND, DARLENE	37.69	37.69	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
N22E0320	CENTENO, CRISTINA	43.24	43.24	0130422109 4310	LCFF Base Instr Pacific Drive / Materials and Supplies
N22E0321	SPERO, SARAH	115.69	115.69	0130427279 4350	LCFF Base Admin Sunset Lane / Materials and Supplies
N22E0322	BELEBER, JUDITH	66.72	66.72	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
N22E0323	KNOWLES, JUDY	184.79	184.79	0138952101 4310	Low Performing Student Instr / Materials and Supplies In:
N22E0324	HODGE, AUDREY	17.58	17.58	0138952101 4310	Low Performing Student Instr / Materials and Supplies In:
N22E0325	MCCOMB, YOLANDA	36.68	36.68	0130424279 4350	LCFF Base Admin Raymond / Materials and Supplies

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N22E0326	HERRERA-OCAMPO, CRISTY	28.10	28.10	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
N22E0327	ARELLANO-HERNANDEZ, ANA	36.40	36.40	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
N22E0328	KARCHER, NANCY	44.38	44.38	0130221101 4310	LCFF Suppl Instr Orangethorpe / Materials and Supplies
N22E0329	ARELLANO-HERNANDEZ, ANA	214.05	214.05	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
N22E0330	HERNANDEZ, MARISOL	96.00	96.00	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
N22E0331	ARREOLA, EVA	424.27	424.27	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplie
N22E0332	ABNEY, ANTHONY	33.95	33.95	0121219101 4310	Title I Maple Instruction / Materials and Supplies Instr
N22E0333	ANDERSSON, ANNICA	44.99	44.99	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0334	CHUNG, AMY	63.36	63.36	0111619107 4310	Cotsen Foundation Instr Maple / Materials and Supplies
N22E0335	MACHADO, LESLEY	29.40	29.40	0121219101 4310	Title I Maple Instruction / Materials and Supplies Instr
N22E0336	SEIBERT, SANDRA	21.68	21.68	0181219101 4310	Instr Mat Lottery Maple Instru / Materials and Supplies In
N22E0337	CHUNG, AMY	96.90	96.90	0111619107 4310	Cotsen Foundation Instr Maple / Materials and Supplies
N22E0338	TOVAR, KARINA	13.90	13.90	0140819279 5901	Postage School Admin Maple / Communications Postage
N22E0339	CHUNG, AMY	214.92	214.92	0111619107 4310	Cotsen Foundation Instr Maple / Materials and Supplies
N22E0340	RYNERSON, DOUG	43.58	43.58	0130252271 4350	LCFF Suppl Admin District / Materials and Supplies Offi
N22E0341	MONTOYA, KRISTIN	132.34	132.34	0130252271 4350	LCFF Suppl Admin District / Materials and Supplies Offi
N22E0342	COSGROVE, MARILEE	243.40	33.47 209.93	1208555101 4310 1234052101 4310	Fee Based Childcare Admin / Materials and Supplies Instr Qty Rating Impr Sys Instr / Materials and Supplies Instr
N22E0343	OLSEN, STEPHANIE	432.80	432.80	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22E0344	SYLVESTER, AMY	21.75	21.75	0130215101 4310	LCFF Suppl Instr Golden Hill / Materials and Supplies In
N22E0345	SYLVESTER, AMY	102.95	102.95	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Inst
N22E0346	DUCHSHERER, KATHERINE	21.00	21.00	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
N22M0258	OMB ELECTRICAL ENGINEERS	6,900.00	6,900.00	8152451741 5805	Property and Liability / Consultants
N22M0259	TOM'S PLUMBING SERVICE INC	7,800.00	7,800.00	8152451741 5899	Property and Liability / Other Expenses

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N22M0260	FENN TERMITE PEST AND CONTROL	675.00	675.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
N22M0261	T AND B ENGINEERING INC	2,200.00	2,200.00	8152451741 5805	Property and Liability / Consultants
N22M0262	ARCHITECTURE 9 PLLLP	4,800.00	4,800.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0263	ARCHITECTURE 9 PLLLP	4,800.00	4,800.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0264	IMPERIAL SPRINKLER SUPPLY INC	1,050.56	1,050.56	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
N22M0265	ARCHITECTURE 9 PLLLP	14,500.00	14,500.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0266	STOTZ EQUIPMENT	7,710.47	7,710.47	0154753849 5640	Grounds Discretionary / Repairs by Vendors
N22M0267	NEW DIMENSIONS GENERAL CONSTRU	6,097.84	6,097.84	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
N22M0268	NEW DIMENSIONS GENERAL CONSTRU	5,844.04	5,844.04	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
N22M0269	NEW DIMENSIONS GENERAL CONSTRU	25,391.15	25,391.15	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
N22M0270	NEW DIMENSIONS GENERAL CONSTRU	6,174.70	6,174.70	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
N22M0271	FULLERTON FIRE DEPARTMENT	106.00	106.00	8152451741 5805	Property and Liability / Consultants
N22M0272	ARCHITECTURE 9 PLLLP	17,100.00	17,100.00	8152451741 5805	Property and Liability / Consultants
N22M0273	R TURNER ASSOCIATES LLC	1,592.98	1,592.98	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
N22M0274	NEW DIMENSIONS GENERAL CONSTRU	4,410.00	4,410.00	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
N22M0275	BUILTALL	882,750.00	882,750.00	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
N22M0276	HAUFFE COMPANY INC	61,420.00	61,420.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0277	POCOCK DESIGN SOLUTIONS	1,051.25	1,051.25	2568150859 5805	Amerige Hts New Dev Facilities / Consultants
N22M0278	MONTGOMERY HARDWARE COMPANY	1,451.65	1,451.65	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repai
N22M0279	STATE ARCHITECT, DIVISION OF T	3,300.00	3,300.00	8152451741 5899	Property and Liability / Other Expenses
N22M0280	SKC COMPANY	17,100.00	17,100.00	8152451741 5899	Property and Liability / Other Expenses
N22M0281	SKC COMPANY	90,000.00	90,000.00	8152451741 5899	Property and Liability / Other Expenses
N22M0282	OMB ELECTRICAL ENGINEERS	7,500.00	7,500.00	8152451741 5899	Property and Liability / Other Expenses
N22M0283	STATE ARCHITECT, DIVISION OF T	2,805.00	2,805.00	0153353859 5899	Maintenance Facilities DC / Other Expenses

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N22M0284	PRO LINE GYM FLOORS INC	4,150.00	4,150.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0285	PRO LINE GYM FLOORS INC	2,200.00	2,200.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0286	STATE ARCHITECT, DIVISION OF T	779.77	779.77	0153353859 5899	Maintenance Facilities DC / Other Expenses
N22M0287	JOHN R BYERLY INC	19,530.00	19,530.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22R0979	EAGLE COMMUNICATIONS	3,595.92	3,595.92	0132952101 5900	AftrSchlEdSfty Cohort 6 Instr / Communications
N22R0986	AMAZON.COM	1,045.07	1,045.07	0125554391 4310	LEA Medi Cal Reimb OT / Materials and Supplies Instr
N22R0989	AMAZON.COM	386.55	386.55	0130419109 4310	LCFF Base Instruction Maple / Materials and Supplies Instr
N22R0990	SQUARE GROVE LLC THE HUMAN SOL	773.65	773.65	0130417279 6410	LCFF Base Admin Ladera Vista / New Equip Less Than
N22R0991	FULLERTON EDUCATION FOUNDATION	3,000.00	3,000.00	0130227101 5802	LCFF Suppl Instr Sunset Lane / Lecturers
N22R0992	ONEOC	6,500.00	6,500.00	0121229261 5805	Title I Woodcrest Parent Part / Consultants
N22R0993	DISCOUNT SCHOOL SUPPLY	2,823.00	2,258.40	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
			564.60	1234052101 4310	Qty Rating Impr Sys Instr / Materials and Supplies Instr
N22R0994	APPLE COMPUTER INC	14,996.00	14,996.00	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
N22R0995	MERGE LABS INC	1,000.00	1,000.00	0111629101 4310	Donation Instruction Woodcrest / Materials and Supplies
N22R0996	PEARSON ASSESSMENT INC	1,792.73	1,792.73	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocc
N22R0997	LEVEL DATA INC	5,444.58	5,444.58	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
N22R0998	AMAZON.COM	1,313.81	1,051.02	1231152101 4310	Pre K Famly Lit Support Instr / Materials and Supplies Instr
			262.79	1234052101 4310	Qty Rating Impr Sys Instr / Materials and Supplies Instr
N22R0999	PARENT EDUCATION BRIDGE FOR	3,992.00	3,992.00	0121219101 5800	Title I Maple Instruction / Other Contracted Services
N22R1000	ILLUMINATE EDUCATION INC	5,000.00	5,000.00	0138952101 4310	Low Performing Student Instr / Materials and Supplies Instr
N22R1001	CDW.G	461.61	461.61	0160690371 4350	Food Services / Materials and Supplies Office
N22R1002	RIVERSIDE ASSESSMENTS LLC	2,531.77	2,531.77	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocc
N22R1003	EAGLE COMMUNICATIONS	3,299.18	3,299.18	1208555271 5900	Fee Based Childcare Admin / Communications
N22R1004	HEAR AND C	409.45	409.45	0125554341 4310	LEA Medi Cal Reimb Health Svcs / Materials and Supplic

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N22R1005	MIND INSTITUTE	4,040.63	4,040.63	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
N22R1006	LONG BEACH AQUARIUM OF THE PAC	374.00	374.00	0140155239 5850	Curriculum Development Discret / Admission Fees
N22R1007	WESTERN PSYCHOLOGICAL SERVICES	365.03	365.03	0125554391 4315	LEA Medi Cal Reimb OT / Materials Test Kits Protocols
N22R1008	AMAZON.COM	85.90	85.90	8152451741 4310	Property and Liability / Materials and Supplies Instr
N22R1009	APPLE COMPUTER INC	139.00	139.00	0140155239 4350	Curriculum Development Discret / Materials and Supplies
N22R1010	HEINEMANN PUBLISHING	5,029.01	5,029.01	0121552101 4310	Title IV Part A ESSA Instr / Materials and Supplies Instr
N22R1011	AMAZON.COM	112.06	112.06	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
N22R1012	LA HABRA HIGH SCHOOL	175.00	175.00	0111623101 4310	Donation Instr Parks / Materials and Supplies Instr
N22R1013	BLINK GRAPHICS LLC	663.74	663.74	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22R1015	OC UNITED TOGETHER	350.00	350.00	0135555103 4310	BTSA Instruction / Materials and Supplies Instr
N22R1016	GROWING EDUCATORS INC	4,800.00	4,800.00	0109411102 5805	Foundation Instr Beechwood / Consultants
N22R1017	APPLE COMPUTER INC	4,174.24	4,174.24	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22R1018	REAL OT SOLUTIONS INC	149.24	149.24	0125554391 4315	LEA Medi Cal Reimb OT / Materials Test Kits Protocols
N22R1019	CHALK SPINNER LLC	1,090.92	1,090.92	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
N22R1020	CULVER NEWLIN INC	1,149.15	1,149.15	0111654101 4310	Early Lrning Incl PreSchl Inst / Materials and Supplies In
N22R1021	AMAZON.COM	161.30	161.30	0150855359 4350	District Testing / Materials and Supplies Office
N22R1022	AMAZON.COM	10.76	10.76	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Inst
N22R1023	MOBILE ED PRODUCTIONS INC.	795.00	795.00	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Ins
N22R1025	PAR INC	716.49	716.49	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protoccc
N22R1026	HISTORY BROUGHT TO LIFE	1,300.00	1,300.00	0111630101 5800	Donation Discretionary Fisler / Other Contracted Services
N22R1027	AMAZON.COM	417.92	417.92	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
N22R1028	AMAZON.COM	203.33	203.33	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R1029	SCHOLASTIC MAGAZINES	607.20	607.20	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Ins
N22R1030	PROMELI VIDEOWORKS	1,460.00	300.00	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies

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<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22R1030	*** CONTINUED ***				
			1,160.00	0140955249 5800	Info Systems Serv Media DC / Other Contracted Services
N22R1031	FULLERTON MUSEUM CENTER	810.00	810.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22R1032	INTERACT	89.95	89.95	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
N22R1033	RUG-ED PRODUCTS INC	1,034.40	1,034.40	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Ir
N22R1034	GENERAL BINDING CORP	472.16	472.16	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
N22R1035	SUPER DUPER PUBLICATIONS	829.68	829.68	0125554101 4315	LEA Medi Cal Reimb Instr / Materials Test Kits Protocol
N22R1036	AMAZON.COM	97.25	97.25	0111654101 4310	Early Lrning Incl PreSchl Inst / Materials and Supplies In
N22R1037	AMAZON.COM	621.69	621.69	8152451741 4310	Property and Liability / Materials and Supplies Instr
N22R1038	AMAZON.COM	832.47	832.47	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R1039	GLASBY MAINTENANCE SUPPLY COMP	885.71	885.71	8152451741 4350	Property and Liability / Materials and Supplies Office
N22R1040	GLASBY MAINTENANCE SUPPLY COMP	21,140.55	21,140.55	8152451741 4350	Property and Liability / Materials and Supplies Office
N22R1041	TRANSPORTATION CHARTER	625.00	625.00	0138455229 4350	Ed Svcs Instr Staff Dev / Materials and Supplies Office
N22R1042	NIEMANN, MICHAEL	4,930.09	4,930.09	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22R1043	REVOLUTION ENTERPRISES INC	63.44	63.44	0111654101 4310	Early Lrning Incl PreSchl Inst / Materials and Supplies In
N22R1044	APPLE COMPUTER INC	160.55	160.55	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
N22R1045	AMAZON.COM	1,032.27	1,032.27	8152451741 4350	Property and Liability / Materials and Supplies Office
N22R1046	YI, YOUNGMI	300.00	300.00	0122452101 5805	Title III Limited Engl Central / Consultants
N22R1047	LEGO EDUCATION	1,349.63	1,349.63	8152451741 4310	Property and Liability / Materials and Supplies Instr
N22R1048	CDW.G	5,360.65	5,360.65	0130215101 4310	LCFF Suppl Instr Golden Hill / Materials and Supplies In
N22R1049	IRVINE RANCH OUTDOOR EDUCATION	13,500.00	13,500.00	0111612141 5850	Donation Outdoor Education CW / Admission Fees
N22R1050	THE SENSORY PATH INC	730.38	730.38	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Ins
N22R1051	APPLE COMPUTER INC	326.17	326.17	0112254101 4310	Special Day Class MM Instr / Materials and Supplies Inst
N22R1052	SUPPLY MASTER	859.84	859.84	0111923101 6410	Phelps Grant Parks / New Equip Less Than \$10,000

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 04/14/2020

FROM 02/21/2020 TO 03/26/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22R1053	AMAZON.COM	1,809.29	1,809.29	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
N22R1054	ONEOC	4,000.00	4,000.00	0121228101 5805	Title I Valencia Park / Consultants
N22R1055	AMAZON.COM	410.89	410.89	8152451741 4310	Property and Liability / Materials and Supplies Instr
N22R1056	AMAZON.COM	62.51	62.51	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
N22R1057	AMAZON.COM	75.83	75.83	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
N22R1058	EAGLE COMMUNICATIONS	1,518.72	1,518.72	0130427279 4350	LCFF Base Admin Sunset Lane / Materials and Supplies
N22R1059	SCHOLASTIC INC	116.76	116.76	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
N22R1060	CDW.G	7,982.87	7,982.87	0153050799 4350	Business Administration DC / Materials and Supplies
N22R1061	INSECT LORE PRODUCTS	239.59	239.59	0141355239 4310	STEM Program Discrete / Materials and Supplies Instr
N22R1062	AMAZON.COM	23.93	23.93	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Inst
N22R1063	GENERAL BINDING CORP	1,005.96	1,005.96	0130215101 4310	LCFF Suppl Instr Golden Hill / Materials and Supplies In
N22R1065	CHEFS TOYS ADVANTAGE	1,497.73	1,497.73	0160690371 4350	Food Services / Materials and Supplies Office
N22R1066	SOUTHWEST SCHOOL AND OFFICE SU	24,513.13	24,513.13	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
N22R1067	AMAZON.COM	1,486.70	1,486.70	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
N22R1068	AMAZON.COM	49.55	49.55	0111621101 4310	Donation Instr Orangethorpe / Materials and Supplies Inst
N22R1069	CULVER NEWLIN INC	5,860.74	5,860.74	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
N22S0012	AMAZON.COM	64.60	64.60	0100000000 9320	Unrestricted / Stores
N22S0013	AMAZON.COM	221.10	221.10	0100000000 9320	Unrestricted / Stores
N22S0014	COSTCO WHOLESALE	202.50	202.50	0100000000 9320	Unrestricted / Stores
N22S0016	GLASBY MAINTENANCE SUPPLY COMP	9,470.97	9,470.97	0100000000 9320	Unrestricted / Stores
N22S0017	COSTCO WHOLESALE	313.23	313.23	0100000000 9320	Unrestricted / Stores
N22S0018	AMAZON.COM	90.43	90.43	0100000000 9320	Unrestricted / Stores
N22S0019	SPICERS PAPER	22,168.25	22,168.25	0100000000 9320	Unrestricted / Stores
N22T0027	A-Z BUS SALES	919.70	919.70	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 04/14/2020

FROM 02/21/2020 TO 03/26/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22V0108	APPLE COMPUTER INC	1,125.55	1,125.55	0113154101 6410	Low Incidence / New Equip Less Than \$10,000
N22V0119	CDW.G	1,450.60	1,450.60	0153353819 6410	Plant Maintenance DC / New Equip Less Than \$10,000
N22V0122	PLUMBING AND INDUSTRIAL SUPPLY	554.44	554.44	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than \$10,000
N22V0123	MCDONNELL AND CO INT'L INC	1,587.58	1,587.58	0130419109 6410	LCFF Base Instruction Maple / New Equip Less Than \$10,000
N22V0124	METEOR EDUCATION LLC	2,078.43	1,009.10	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
			1,069.33	0111610101 6410	Donation Instr Acacia / New Equip Less Than \$10,000
N22V0125	CDW.G	1,291.92	1,291.92	8152451741 6410	Property and Liability / New Equip Less Than \$10,000
N22V0126	APPLE COMPUTER INC	5,138.45	642.20	8152451741 4350	Property and Liability / Materials and Supplies Office
			4,496.25	8152451741 6450	Property and Liability / Repl Equip Less Than \$10,000
N22V0127	APPLE COMPUTER INC	3,411.74	3,411.74	1208555101 6410	Fee Based Childcare Admin / New Equip Less Than \$10,000
N22V0128	GLASBY MAINTENANCE SUPPLY COMP	881.83	881.83	0153353819 6450	Plant Maintenance DC / Repl Equip Less Than \$10,000
N22V0129	CHEFS TOYS ADVANTAGE	49,127.97	2,115.22	0160690371 4350	Food Services / Materials and Supplies Office
			47,012.75	0160690371 6410	Food Services / New Equip Less Than \$10,000
N22X0386	FIRST EVANGELICAL FREE CHURCH	1,000.00	1,000.00	0135555103 5210	BTSA Instruction / Conferences and Meetings
N22X0387	ALLEN, MYRA	3,500.00	3,500.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22Y0084	JONES SR, JOHN P	2,500.00	2,500.00	0156556369 5800	Home to Sch Transportation DC / Other Contracted
N22Z0075	ARAMARK UNIFORM SERVICE	750.00	750.00	0153353819 4362	Plant Maintenance DC / Supplies Uniforms
N22Z0076	TOM'S PLUMBING SERVICE INC	10,775.00	10,775.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
	Fund 01 Total:	1,358,431.00			
	Fund 12 Total:	13,810.05			
	Fund 25 Total:	1,051.25			
	Fund 81 Total:	183,963.01			
	Total Amount of Purchase Orders:	1,557,255.31			

**Addendum to
Purchase Order Report**

April 14, 2020 Meeting

The following purchase orders do not appear on the detail report for this period:

PO #	Vendor	Amount	Budget	Amount
N22D0330	Vanderbilt University	\$47.10	01302251014310	LCFF Supplemental Inst Richman
N22D0352	Pressavvy Inc	\$427.04	01304231094310	LCFF Base Instruction Parks
N22E0292	Kim, Sue	\$18.63	01116191014310	Donation Instruction Maple
N22E0293	Kim, Sue	\$17.23	01116191014310	Donation Instruction Maple
N22R1064	Curriculum Associates LLC	\$9,000.00	01116181914310	Donation Instruction Laguna Rd
		\$6,553.60	01304181094310	LCFF Base Instr Laguna Road
		\$1,500.00	01304182795805	LCFF Base Admin Laguna Rd

The following purchase orders were cancelled but didn't appear on the report for this period:

PO #	Vendor	Amount	Budget	Amount
N22R1014	OC United Together	\$350.00	01355551034310	BTSA Instruction
N22R1024	Showbie Inc	\$149.00	01812211014310	Instr Mat Lottery Orangethorpe
N22X0385	First Evangelical Free Church	\$1,000.00	01355551035210	BTSA Instruction

Debbie Hjorth
Buyer

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES MEETING 04/14/2020

FROM 02/21/2020 TO 03/26/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22C0053	ATKINSON ANDELSON LOYA RUDD RO	347.00	+50.00	0152151749 5210	Personnel Serv Certificated DC / Conferences and Meetings
N22R0497	IRVINE PARK RAILROAD INC	1,536.00	+16.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees
N22R0950	JAM FIRE PROTECTION INC	5,035.03	+5,035.03	8152451741 5805	Property and Liability / Consultants
			-3,955.03	8152451741 5899	Property and Liability / Other Expenses
N22R0971	HEINEMANN PUBLISHING	4,110.66	+24.41	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
N22X0021	DEELITE DISTRIBUTION	1,800.00	+200.00	0111612171 4310	Donation Field Trip Commonwlth / Materials and Supplies
N22X0041	EARTHQUAKE MANAGEMENT	25,000.00	+20,000.00	8152451741 4350	Property and Liability / Materials and Supplies Office
N22X0046	DEELITE DISTRIBUTION	2,000.00	+1,000.00	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies Inst
N22X0053	SMART AND FINAL STORES CORPORA	1,300.00	+300.00	0130221101 4310	LCFF Suppl Instr Orangethorpe / Materials and Supplies
N22X0054	COSTCO WHOLESALE	1,000.00	+300.00	0130221101 4310	LCFF Suppl Instr Orangethorpe / Materials and Supplies
N22X0071	ALBERTSON'S LLC	450.00	+150.00	0130423119 4310	LCFF Base Science Parks JrHigh / Materials and Supplies
N22X0108	SOUTHWEST SCHOOL AND OFFICE SU	16,000.00	+4,000.00	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Instr
N22X0134	SPICERS PAPER	34,000.00	+5,000.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
N22X0141	COSTCO WHOLESALE	717.00	+217.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
N22X0167	SOUTHWEST SCHOOL AND OFFICE SU	20,000.00	+5,000.00	0130211101 4310	LCFF Supplemental Instr BW / Materials and Supplies Instr
N22X0211	SOUTHWEST SCHOOL AND OFFICE SU	23,000.00	+8,000.00	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
N22X0226	ADAMSON, GREG	24,500.00	+3,500.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0227	ANDERSON, VERONICA	25,500.00	+3,400.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0237	CUARA, FIORELLA	12,000.00	+3,000.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0238	CUEVAS, ROXANNE	11,700.00	+2,600.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0243	FLOWERS, SOPHIA	15,400.00	+5,600.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0244	GARNER, CHRISTINA L	10,500.00	+3,000.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0247	GREEN, BRYAN	25,600.00	+3,200.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0249	ORR, THERESA	30,500.00	+6,000.00	0131655109 5805	Visual Performing Arts Instruc / Consultants

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES MEETING 04/14/2020

FROM 02/21/2020 TO 03/26/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22X0292	TASHA'S TRAINING AND CONSULTIN	35,000.00	+15,000.00	0171054101 5805	Outside Services ICA NPA NPS / Consultants
N22X0309	COSTCO WHOLESALE	5,700.00	+1,200.00	0152657719 4350	Superintendent Discret / Materials and Supplies Office
N22X0314	PROCARE THERAPY INC	170,000.00	+70,000.00	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency
N22X0328	MORALES, ELIZABETH	3,450.00	+773.00	0138455229 5805	Ed Svcs Instr Staff Dev / Consultants
N22X0339	KNOWLEDGE SAVES LIVES INC	17,970.00	-15,000.00	8152451741 5800	Property and Liability / Other Contracted Services
N22X0340	RETURN TO WORK PARTNERS INC	40,000.00	+20,000.00	0152451749 5805	Employee Benefits Discr / Consultants
N22X0341	RUEDAS, DIANA	23,200.00	+8,700.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0367	ACTIVE STEPS LLC	90,000.00	+50,000.00	0171054101 5805	Outside Services ICA NPA NPS / Consultants
N22X0380	SUBWAY 36215	6,300.00	+1,200.00	0130252271 4350	LCFF Suppl Admin District / Materials and Supplies Office
N22Y0022	ORANGE COUNTY TANK TESTING	4,100.00	+600.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
N22Y0037	UPLAND SOUND SHOP	1,850.00	-200.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			+350.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
N22Y0040	ACE INDUSTRIAL SUPPLY INC.	482.00	-1,518.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22Y0045	GOLDEN WEST INDUSTRIAL SUPPLY	1,755.00	-245.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22Y0055	TRUCPARCO	3,000.00	+500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22Z0018	GLASBY MAINTENANCE SUPPLY COMP	270,000.00	+50,000.00	0154253829 4360	Custodial Discretionary / Materials and Supplies Other
N22Z0031	MONTGOMERY HARDWARE COMPANY	35,000.00	+5,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
N22Z0038	PRAXAIR DISTRIBUTION	1,000.00	+500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
N22Z0042	ROTO ROOTER	16,700.00	+2,700.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
	Fund 01 Total:		279,117.41		
	Fund 81 Total:		6,080.00		
	Total Amount of Change Orders:		285,197.41		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

04/14/2020

FROM 02/21/2020 TO 03/26/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22C0056	ORANGEWOOD CHILDREN'S	1,400.00	1,400.00	1234052101 5210	Qlty Rating Impr Sys Instr / Conferences and Meetings
N22E0057	O'CONNELL, REBECCA	76.66	76.66	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Ins
N22E0125	CONTRERAS, JASEL	40.88	40.88	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Ins
N22E0296	COCKERILL, HEIDI ANN	184.79	184.79	0138952101 4310	Low Performing Student Instr / Materials and Supplies
N22M0254	ANACAL ENGINEERING COMPANY INC	6,045.00	6,045.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22R0846	ORANGE CNTY DEPARTMENT OF	1,441.50	1,441.50	0111610101 5850	Donation Instr Acacia / Admission Fees
N22R0969	IRVINE RANCH OUTDOOR EDUCATION	33,200.00	33,200.00	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
N22R0973	CALIFORNIA WEEKLY EXPLORER INC	1,870.00	1,870.00	0111616101 5802	Donation Instruction Hermosa / Lecturers
N22S0015	SOUTHWEST SCHOOL AND OFFICE SU	1,764.95	1,764.95	0100000000 9320	Unrestricted / Stores
N22Y0053	TARCO INDUSTRIES INC	2,000.00	2,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22Y0058	PAUL'S COMMERCIAL BUS TRAINING	12,057.50	12,057.50	0156556369 5800	Home to Sch Transportation DC / Other Contracted
P22ER109	AMAZON.COM	1,570.06	1,570.06	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

04/14/2020

FROM 02/21/2020 TO 03/26/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
		1,570.06			
		Fund 01 Total:	60,251.34		
		Fund 12 Total:	1,400.00		
		Total Amount of Purchase Orders:	61,651.34		

CONSENT ITEM

DATE: April 14, 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 220503 THROUGH 220568 FOR THE 2019/2020 SCHOOL
YEAR

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated February 21, 2020 through March 26, 2020 contains purchase orders numbered 220503 through 220568 for the 2019/2020 school year totaling \$763,752.84. Purchase order numbers 220504, 220528, 220529, 220530, 220532, 220534, 220535, 220537, 220543, 220545, 220546, 220547 and 220558 were voided.

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

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

Funding: Nutrition Services Fund.

Recommendation: Approve/Ratify Nutrition Services purchase orders numbered 220503 through 220568 for the 2019/2020 school year.

RC:MB:tg
Attachment

Schedule of Open / Processed Food and Commodity
Purchase Order Report
02-21-20 through 03-26-20

Date	Vendor	PO Number	Category	Amount
	Open Purchase Orders			
	Amount Not To Exceed			
2/27/2020	Driftwood Dairy	220513	Dairy	80,000.00
2/27/2020	Driftwood Dairy	220514	Dairy	5,000.00
2/27/2020	Driftwood Dairy	220515	Dairy	10,000.00
3/26/2020	Uline, Inc.	220564	Supplies	10,000.00
	Total OPEN Purchase Orders			\$ 105,000.00
	Total Purchase Orders Out of Date Sequence			-
	Total Processed Food & Commodity P.O.'s			-
	Total Purchase Orders from Purchase Order Detail Report			658,752.84
	TOTAL PURCHASE ORDERS			\$ 763,752.84

Purchase Orders - Detail

3/26/2020 12:58:27 PM

Fullerton School District

Show all data where the Order Date is between 2/21/2020 and 3/26/2020

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Driftwood Dairy, Inc.	220513	2/27/2020	3/31/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10000	EA	997004	Non Fat Milk, 1/2PT Eco #12049	\$0.2829	\$2,829.00	
30000	EA	997007	Lowfat Milk, 1% Pouch 1/2 PT #13090	\$0.2267	\$6,801.00	
70000	EA	997009	CHOC Milk, NonFat 1/2 PT Pouch #16090	\$0.2078	\$14,546.00	
100	CS	997031	Soy Milk, Vanilla 18/8oz #45876	\$14.0000	\$1,400.00	
15000	each	997032	Yogurt, 1/2 pt., Assorted Flavors	\$0.5204	\$7,806.00	
50	EA	997092	Yogurt, Vanilla LF 32lb #52935	\$32.9500	\$1,647.50	
50	cs	997052	Yogurt, Strw/Bana, Dannon, 48/4oz/case #52101	\$10.6800	\$534.00	
60	EA	997022	Juice, Apple 4oz Eco #26000	\$0.1150	\$6.90	
4	ea	12350	NonFat Gal. Pl	\$5.0995	\$20.40	
75	ea	19040	Straw Splash 1/2 Pt Eco	\$0.3273	\$24.55	
270	ea	16040	Choc Milk, NonFat Eco	\$0.2178	\$58.81	
6	ea	25350	Juice, Orange Gal	\$4.5163	\$27.10	
					Sales Tax:	\$0.00
					P.O. Total:	\$35,701.25

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Driftwood Dairy, Inc.	220514	2/27/2020	3/31/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
20	CS	10087	Creamer, Coffee DW Imit 3/8oz 400/cs #71001	\$8.9828	\$179.66	
10	CS	10088	Creamer, French Vanilla 1/2oz 288/cs #71003	\$23.5262	\$235.26	
30	DZ	10073	Eggs, Large DZ #59110	\$1.9900	\$59.70	
5	EA	10074	Cream Cheese, 3lb #60520	\$8.4600	\$42.30	
5	EA	10075	Yogurt, Vanilla 32 lb #52935	\$32.9500	\$164.75	
10	EA	10081	Sour Cream Pint #50450	\$1.4228	\$14.23	
20	EA	10086	Juice, Apple 6oz Eco #26035	\$0.1675	\$3.35	
5	CS	10089	Cream Cheese, Cup 1oz 100/CS #60501	\$17.0000	\$85.00	
20	ea	10091	Juice, Orange Gal. Plastic #25350	\$4.5163	\$90.33	
5	ea	10092	Half & Half Quart ESL #21251	\$2.5109	\$12.55	
					Sales Tax:	\$0.00
					P.O. Total:	\$887.13

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Driftwood Dairy, Inc.	220515	2/27/2020	3/31/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
5000	EA	997100	Non Fat Milk, Mini 1/2PT #12049 (CACFP)	\$0.2829	\$1,414.50	
5000	EA	997099	Lowfat Milk,1% Pouch 1/2 pt #13090 (CACFP)	\$0.2267	\$1,133.50	
15000	EA	997101	Choc Milk, NonFat Pouch 1/2PT #16090 (CACFP)	\$0.2078	\$3,117.00	
90	EA	16040	Choc Milk, NF 1/2 PT Eco (CACFP)	\$0.2178	\$19.60	
19	CS	52101	Yogurt, Straw/Banana Dannon 48/4oz (CACFP)	\$10.6800	\$202.92	
1	cs	45876	SoyMilk, Van 18/8oz	\$14.0000	\$14.00	
1020	ea	52492	Yogurt, 1/2 PT Strawberry/Banana	\$0.5204	\$530.81	
					Sales Tax:	\$0.00
					P.O. Total:	\$6,432.33

Vendor Total: \$43,020.71

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Hubert Company	220506	2/24/2020	2/24/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
24	ea	1	Mini Turner, Polypropylene #97160 2 1/2Lx2 1/4	\$4.2900	\$102.96	
6	ea	1	Tong, Scalloped Plastic #62869 6"L	\$1.1900	\$7.14	
24	ea	1	Spoon, Buffet Plastic #64208 8"L	\$1.3900	\$33.36	
1	ea	1	Shipping	\$22.7700	\$22.77	
					Sales Tax:	\$11.12
					P.O. Total:	\$177.35

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Vendor Total:						\$177.35
Fullerton School District	220563	3/26/2020	2/29/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Actual 7B Payroll per February Bitech Report	307,062.6200	\$307,062.62	
1	ea	2	Actual Dist. Expenses per February Bitech Rep	\$1,865.2300	\$1,865.23	
1	ea	3	Catering Invoices Credit	11,675.9000)	(\$11,675.90)	
Sales Tax:						\$0.00
P.O. Total:						\$297,251.95
Fullerton School District	220566	3/26/2020	3/31/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Estimated Payroll per March Bitech	200,000.0000	\$200,000.00	
1	ea	2	Estimated Dist. Exp. per March Bitech	\$20,000.0000	\$20,000.00	
Sales Tax:						\$0.00
P.O. Total:						\$220,000.00
Vendor Total:						\$517,251.95
Gold Star Foods Inc.	220503	2/21/2020	3/6/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
70	case	3072	Cereal, Granola Lowfat Mal-O-Meal GS#201564 4/50oz	\$39.1400	\$2,739.80	
6	case	7026	Cracker, Goldfish Chddr GS#200290 300/.75oz.	\$52.4400	\$314.64	
45	case	3002	Cereal,CinnaToast R/Sugar GS#200914 GM 96/cs	\$23.3600	\$1,051.20	
5	case	55008	Chicken Tender GS#403544 3pc Tyson 450pc/case	\$46.2600	\$231.30	
Sales Tax:						\$0.00
P.O. Total:						\$4,336.94
Gold Star Foods Inc.	220507	2/24/2020	2/28/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
18	case	7003	Cracker, Jungle WG GS#203026 J&J 200/1oz/cs	\$28.5300	\$513.54	
Sales Tax:						\$0.00
P.O. Total:						\$513.54
Gold Star Foods Inc.	220508	2/24/2020	3/13/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
51	case	59045	Pizza,PepTony'sGlxy 51% WGRnd GS402135 72/4.55oz.	\$42.8500	\$2,185.35	
78	case	56044	Spaghetti, Beef GS#401074 6/5# JTM	\$36.0800	\$2,814.24	
12	case	30326	Breadstick, Garlic GS#134819 320/case	\$36.2900	\$435.48	
56	case	57018	Cheeseburger,MiniTwnsGS#403436/ QCB655 72/4.55oz	\$52.1500	\$2,920.40	
3	case	30353	Waffle, Maple Mini, Eggo IW GS#134285 72/cs	\$30.2900	\$90.87	
44	cs	4351	Syrup, Maple IW GS#201878 100/1.5oz/cs	\$15.2900	\$672.76	
14	case	57006	Meatballs, Beef, 2/25 lb/cs GS#401830	\$70.0300	\$980.42	
Sales Tax:						\$0.00
P.O. Total:						\$10,099.52
Gold Star Foods Inc.	220509	2/24/2020	3/10/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	case	55104	Eggstravaganza,GS#406340 Bacon, 160/cs 4/5lb	\$51.8100	\$103.62	
Sales Tax:						\$0.00
P.O. Total:						\$103.62

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Gold Star Foods Inc.	220510	2/24/2020	3/10/2020				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	Case	123	Cinnamon Toast Crunch Bulk (GS#200836)	\$41.2000	\$41.20		
1	Case	123	Trix Bulk (GS# 200854)	\$33.3100	\$33.31		
1	Case	123	Cocoa Puffs (GS# 200874)	\$36.2300	\$36.23		
1	Case	123	Lucky Charms (GS# 200872)	\$37.1700	\$37.17		
1	Case	123	UG Tortilla 12" (GS# 303544)	\$22.9300	\$22.93		
						Sales Tax:	\$0.00
						P.O. Total:	\$170.84
Gold Star Foods Inc.	220512	2/26/2020	3/17/2020				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	Case	123	Diced Ham (GS# 101132)	\$36.2500	\$36.25		
2	case	123	Sliced Pepperoni (GS# 100562)	\$39.9400	\$79.88		
1	Case	123	Sliced Pepperoni (GS# 113196)	\$45.5000	\$45.50		
						Sales Tax:	\$0.00
						P.O. Total:	\$161.63
Gold Star Foods Inc.	220516	2/28/2020	3/10/2020				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
105	case	3101	Milk Choco,FF,GS#203029/#950010 27/8oz. cs	\$9.7100	\$1,019.55		
105	case	3105	Milk White,LowFat, GS#203000 27/8oz/case	\$9.1200	\$957.60		
6	case	55008	Chicken Tender GS#403544 3pc Tyson 450pc/case	\$46.2600	\$277.56		
6	case	3011	Cereal, Rice Chex GS#203127 96/case	\$23.3600	\$140.16		
						Sales Tax:	\$0.00
						P.O. Total:	\$2,394.87
Gold Star Foods Inc.	220518	3/2/2020	3/17/2020				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
6	Case	111	Chili Powder (GS# 202030)	\$19.0400	\$114.24		
6	Case	111	Cumin (GS# 202036)	\$21.0300	\$126.18		
						Sales Tax:	\$0.00
						P.O. Total:	\$240.42
Gold Star Foods Inc.	220519	3/5/2020	3/20/2020				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
2	case	11076	Juice, Lemon GS# 200550 4/1 gal.	\$37.1800	\$74.36		
						Sales Tax:	\$0.00
						P.O. Total:	\$74.36
Gold Star Foods Inc.	220520	3/6/2020	3/10/2020				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
6	case	7026	Cracker, Goldfish Chddr GS#200290 300/.75oz.	\$52.4400	\$314.64		
						Sales Tax:	\$0.00
						P.O. Total:	\$314.64
Gold Star Foods Inc.	220523	3/9/2020	3/13/2020	3/16/2010			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
65	cs	1	Bottled Water GS# 209908	\$4.9400	\$321.10		
						Sales Tax:	\$0.00
						P.O. Total:	\$321.10
Gold Star Foods Inc.	220524	3/9/2020	3/13/2020	3/17/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
65	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670	\$4.9400	\$321.10		

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Gold Star Foods Inc.	220524	3/9/2020	3/13/2020	3/17/2020		<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
					Sales Tax:	\$0.00
					P.O. Total:	\$321.10
Gold Star Foods Inc.	220526	3/10/2020	3/17/2020	3/13/2020		<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
54	case	54015	Cheese,String Cmdy LOL,GS#401172,168/cs,MF#59701		\$15.8200	\$854.28
10	case	30313	Bagel, Plain IW GS#134083 72/cs		\$27.6400	\$276.40
					Sales Tax:	\$0.00
					P.O. Total:	\$1,130.68
Gold Star Foods Inc.	220531	3/10/2020	3/20/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
20	case	380139	Turkey Ham and Cheese Anytimers# 10206 48/cs		\$75.1300	\$1,502.60
14	case	8022	Cereal, Cinna Toast R/Sugar GS#200914 GM 96/cs		\$23.3600	\$327.04
6	case	7012	Cracker, Goldfish, Pretzel GS#200270 300/cs		\$44.0400	\$264.24
12	case	7013	Cracker, Graham Hi-Fbr GS#208146 MJM 150/1oz		\$17.4700	\$209.64
14	case	12003	Raisins, SunMaid GS#240050 144/cs		\$34.5400	\$483.56
24	case	8269	Chips, Tortilla GS#208220 80/case		\$19.1200	\$458.88
13	case	54023	Cheese, Cup, Mucho Queso GS#403652 140/cs		\$62.1400	\$807.82
7	case	7026	Cracker, Goldfish Chddr GS#200290 300/.75oz.		\$52.4400	\$367.08
					Sales Tax:	\$0.00
					P.O. Total:	\$4,420.86
Gold Star Foods Inc.	220533	3/10/2020	4/24/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
20	case	33012	Turkey Ham and Cheese Anytimers #10206 48/cs		\$78.7100	\$1,574.20
					Sales Tax:	\$0.00
					P.O. Total:	\$1,574.20
Gold Star Foods Inc.	220536	3/11/2020	3/17/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	Cs	1	Queso Blanco GS# 402119		\$32.4600	\$32.46
					Sales Tax:	\$0.00
					P.O. Total:	\$32.46
Gold Star Foods Inc.	220538	3/12/2020	3/17/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
3	case	7026	Cracker, Goldfish Chddr GS#200290 300/.75oz.		\$52.4400	\$157.32
20	cs	4351	Syrup, Maple IW GS#201878 100/1.5oz/cs		\$9.7600	\$195.20
					Sales Tax:	\$0.00
					P.O. Total:	\$352.52
Gold Star Foods Inc.	220541	3/12/2020	3/17/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
60	case	4317	Ketchup, Natural w/Sugar GS#402085 1000/cs		\$13.6400	\$818.40
					Sales Tax:	\$0.00
					P.O. Total:	\$818.40
Gold Star Foods Inc.	220544	3/12/2020	3/20/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
54	case	59048	Pizza Stick, Pepperoni GS#405627 72/cs		\$36.6000	\$1,976.40
54	case	8269	Chips, Tortilla GS#208220 80/case		\$19.1200	\$1,032.48
40	case	55007	Chicken PattyWG Tyson,GS#401626 150/3.25		\$46.9900	\$1,879.60
47	case	55009	Chicken, Breaded Drmstck GS# 405424 72-108/cs		\$81.5060	\$3,830.78

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Gold Star Foods Inc.	220544	3/12/2020	3/20/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
						Sales Tax: \$0.00
						P.O. Total: \$8,719.26
Gold Star Foods Inc.	220552	3/17/2020	3/20/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
56	case	7231	Cinnamon Roll, GS#113950 IW 72/cs		\$36.8200	\$2,061.92
64	case	30354	Muffin, Double Choc IW GS#134237 60/cs		\$27.6500	\$1,769.60
45	case	30355	Concha, Variety Pack, IW GS#133841 84/cs		\$41.4000	\$1,863.00
40	case	56054	Burrito, Bean&Cheese IW GS#403406 96/cs		\$57.8200	\$2,312.80
56	case	59044	Pizza, Cheese IW GS#403232 Tony's 72/case		\$41.6200	\$2,330.72
50	case	11041	Applesauce, Motts #209163 72/4oz/cs		\$24.2000	\$1,210.00
						Sales Tax: \$0.00
						P.O. Total: \$11,548.04
Gold Star Foods Inc.	220553	3/17/2020	3/20/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
56	cs	1	Sandwich,Grilled Cheese IW WG72/4.19oz		\$41.8800	\$2,345.28
						Sales Tax: \$0.00
						P.O. Total: \$2,345.28
Gold Star Foods Inc.	220554	3/18/2020	4/7/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
30	cs	1	Sandwich,Sunbutter Grape GS#406785 48/5.2oz		\$68.1800	\$2,045.40
						Sales Tax: \$0.00
						P.O. Total: \$2,045.40
Gold Star Foods Inc.	220556	3/20/2020	3/23/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
50	case	3002	Cereal,CinnaToast R/Sugar GS#200914 GM 96/cs		\$23.3600	\$1,168.00
56	case	30015	CornDog,Chkn WGJumbo IW(D.Lee)GS#134372 72/cs		\$37.5300	\$2,101.68
						Sales Tax: \$0.00
						P.O. Total: \$3,269.68
Gold Star Foods Inc.	220557	3/20/2020	3/24/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
100	case	3101	Milk Choco,FF,GS#203029/#950010 27/8oz. cs		\$9.7100	\$971.00
80	case	30355	Concha, Variety Pack, IW GS#133841 84/cs		\$41.4000	\$3,312.00
120	case	30354	Muffin, Double Choc IW GS#134237 60/cs		\$27.6500	\$3,318.00
100	case	7231	Cinnamon Roll, GS#113950 IW 72/cs		\$36.8200	\$3,682.00
100	case	59044	Pizza, Cheese IW GS#403232 Tony's 72/case		\$41.6200	\$4,162.00
100	case	56054	Burrito, Bean&Cheese IW GS#403406 96/cs		\$57.8200	\$5,782.00
						Sales Tax: \$0.00
						P.O. Total: \$21,227.00
Gold Star Foods Inc.	220559	3/24/2020	3/26/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
75	case	57018	Cheeseburger,MiniTwinsGS#403436/ QCB655 72/4.55oz		\$52.1500	\$3,911.25
						Sales Tax: \$0.00
						P.O. Total: \$3,911.25
Gold Star Foods Inc.	220560	3/24/2020	3/26/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
50	case	7231	Cinnamon Roll, GS#113950 IW 72/cs		\$36.8200	\$1,841.00
10	case	30354	Muffin, Double Choc IW GS#134237 60/cs		\$27.6500	\$276.50
110	case	30214	Taco Stick, Beef GS#400946 IW 50/case		\$38.2900	\$4,211.90

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Gold Star Foods Inc.	220560	3/24/2020	3/26/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
					Sales Tax:	\$0.00
					P.O. Total:	\$6,329.40
Gold Star Foods Inc.	220561	3/24/2020	3/24/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
180	case	30307	Bread, Crumb GS#113034 Daves#360 28/3.6oz.		\$15.3500	\$2,763.00
					Sales Tax:	\$0.00
					P.O. Total:	\$2,763.00
Gold Star Foods Inc.	220565	3/26/2020	3/26/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
100	case	11041	Applesauce, Motts #209163 72/4oz/cs		\$24.2000	\$2,420.00
100	case	11053	Raisins, SunMaid GS#240050 144/cs		\$34.5400	\$3,454.00
					Sales Tax:	\$0.00
					P.O. Total:	\$5,874.00
Gold Star Foods Inc.	220567	3/26/2020	3/31/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
20	case	57016	Sandwich,Mini BBQ RibTwins,GS#401766/0543 80/5.4		\$59.7400	\$1,194.80
					Sales Tax:	\$0.00
					P.O. Total:	\$1,194.80
Gold Star Foods Inc.	220568	3/26/2020	3/31/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
40	case	30308	Bread, Banana GS#133796 SuprBkry#6071 70/3.4oz.		\$42.4700	\$1,698.80
					Sales Tax:	\$0.00
					P.O. Total:	\$1,698.80
					Vendor Total:	\$98,307.61
P & R Paper Supply Company, Inc.	220517	2/28/2020	3/4/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
2	cs	1	Bowl, Dart Foam 8oz #DRT8B20 20/50/cs		\$23.7500	\$47.50
					Sales Tax:	\$0.00
					P.O. Total:	\$47.50
P & R Paper Supply Company, Inc.	220542	3/12/2020	3/18/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
20	case	86207	Tray, 2 Pocket Hambrgr, PAR-21957 Black 1M/cs		\$90.7000	\$1,814.00
20	case	84802	Lid, Dome PAR-21939 Clear - Harmburger Try 1000/cs		\$75.6500	\$1,513.00
20	cs	81003	Bag *bunpan18x24 Elkay B0R1824HD 250/cs		\$10.1000	\$202.00
5	case	81102	Bag Bun pan 10x14 ELK-BOR1014HD 1000/cs		\$13.9000	\$69.50
					Sales Tax:	\$21.05
					P.O. Total:	\$3,619.55
P & R Paper Supply Company, Inc.	220549	3/16/2020	3/18/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
40	cs	1	Bag, Lunch #8 AJM-8LBW 500/cs		\$16.3000	\$652.00
					Sales Tax:	\$0.00
					P.O. Total:	\$652.00

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P & R Paper Supply Company, Inc.	220550	3/17/2020	3/18/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
8	case	86214	Tray, Ovenable 6.5x5 PRW-PCS5613 540/cs		\$34.3500	\$274.80
50	case	86101	Tray, 8.5x5.5 Regal Plaid Carry CHI-R963CT 500/cs		\$17.5000	\$875.00
					Sales Tax:	\$0.00
					P.O. Total:	\$1,149.80
P & R Paper Supply Company, Inc.	220555	3/19/2020	3/20/2020	3/25/2020		<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
5	case	80019	Aprons, Plastic, Goldmax 1532 20/50/cs		\$33.1200	\$165.60
					Sales Tax:	\$12.83
					P.O. Total:	\$178.43
P & R Paper Supply Company, Inc.	220562	3/24/2020	3/25/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
40	case	81020	Bag 12x18 freezer/food ELK-BOR1218HD 1000/cs		\$18.8000	\$752.00
					Sales Tax:	\$58.28
					P.O. Total:	\$810.28
					Vendor Total:	\$6,457.56
Chefs' Toys	220505	2/21/2020	2/21/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	ea	RF-90-SS-3S-	Reach - In Dual Temp Cabinet		\$12,146.0700	\$12,146.07
1	ea	CT Services	Chefs' Toys Services		\$185.0000	\$185.00
					Sales Tax:	\$955.66
					P.O. Total:	\$13,286.73
					Vendor Total:	\$13,286.73
Affiliated Packaging Spec.	220521	3/9/2020	3/9/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	ea	1	Lazy Susan - 3 ft. diameter		\$3,950.0000	\$3,950.00
1	ea	2	Installation & Set up		\$75.0000	\$75.00
1	ea	3	Shipping		\$250.0000	\$250.00
					Sales Tax:	\$306.13
					P.O. Total:	\$4,581.13
					Vendor Total:	\$4,581.13
Arrow Restaurant Equipment & Supplies	220522	3/9/2020	3/9/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	ea	RO-151-FUA-	Rethermalization & Holding Cabinet		\$8,001.0000	\$8,001.00
					Sales Tax:	\$620.08
					P.O. Total:	\$8,621.08
					Vendor Total:	\$8,621.08

Purchase Orders - Detail

3/26/2020 12:58:27 PM

Fullerton School District

Show all data where the Order Date is between 2/21/2020 and 3/26/2020

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Quick Dispense, Inc.	220511	2/25/2020	2/25/2020				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
10	case	10104	Coffee,Orgnic Frnch Rst Grn Mtn#4692 50/2.5oz/case	\$65.9450	\$659.45		
					Sales Tax:	\$0.00	
					P.O. Total:	\$659.45	
					Vendor Total:	\$659.45	
Maria Teresa Gonzalez	220548	3/13/2020	3/13/2020				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	lot	1	Walmart, Invoice dated 3/13/20	\$5.2300	\$5.23		
					Sales Tax:	\$0.00	
					P.O. Total:	\$5.23	
					Vendor Total:	\$5.23	
Frill, LLC	220551	3/17/2020	3/17/2020				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
40	cs	1	Ice Cream,Intense Choc 3.5oz	\$21.8400	\$873.60		
35	cs	1	Ice Cream,Bursting Berries 3.5oz	\$21.8400	\$764.40		
1	ea	1	Shipping Charge	\$226.7900	\$226.79		
					Sales Tax:	\$0.00	
					P.O. Total:	\$1,864.79	
					Vendor Total:	\$1,864.79	
California Industrial	220539	3/12/2020	3/12/2020				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
4	hr	1	Labor	\$125.0000	\$500.00		
1	ea	2	Service Charge	\$125.0000	\$125.00		
					Sales Tax:	\$0.00	
					P.O. Total:	\$625.00	
California Industrial	220540	3/12/2020	3/12/2020				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
4	hr	1	Labor	\$125.0000	\$500.00		
1	ls	2	Materials	\$299.5000	\$299.50		
1	ea	3	Freight /Delivery	\$29.0000	\$29.00		
1	ea	4	Service Charge	\$125.0000	\$125.00		
					Sales Tax:	\$25.46	
					P.O. Total:	\$978.96	
					Vendor Total:	\$1,603.96	
R&S Overhead Doors of So. Cal., Inc.	220525	3/9/2020	3/9/2020				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	ea	1	New 12 x 12 Heavy Duty Rolling Steel Door	\$5,100.0000	\$5,100.00		

Purchase Orders - Detail

Fullerton School District

3/26/2020 12:58:27 PM

Show all data where the Order Date is between 2/21/2020 and 3/26/2020

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers	
R&S Overhead Doors of So. Cal., Inc.	220525	3/9/2020	3/9/2020			<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
					Sales Tax:	\$0.00	
					P.O. Total:	\$5,100.00	
						<input type="checkbox"/>	
R&S Overhead Doors of So. Cal., Inc.	220527	3/10/2020	3/10/2020				
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
1	ls	1	Service 3 Rolling Counter-Top Doors			\$836.0000	\$836.00
					Sales Tax:	\$0.00	
					P.O. Total:	\$836.00	
Vendor Total:						\$5,936.00	

TOTAL
(NET OF OPEN P.O.'S)

\$ 658,752.84

CONSENT ITEM

DATE: April 14, 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 126860 THROUGH 127441 FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 126860 through 127441 for the 2019/2020. Warrants are issued by school districts as payment for goods and services.

Fund	Amount
01 General Fund	\$3,521,121.45
12 Child Development	17,145.20
25 Capital Facilities	909.22
40 Special Reserve	1,650.00
68 Workers' Compensation	60,125.00
81 Property / Liability Insurance	378,575.86
Total	\$3,979,526.73

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

Funding: The total amount presented for approval is \$3,979,526.73 from funding sources reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 126860 through 127441 for the 2019/2020 school year.

RC:MG:yd

CONSENT ITEM

DATE: April 14, 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 14192 THROUGH 14246 FOR THE 2019/2020 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services warrants numbered 14192 through 14246 for the 2019/2020 school year.

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

Funding: Total cost not to exceed \$785,011.21, and is to be paid from Nutrition Services Budget.

Recommendation: Approve/Ratify Nutrition Services warrants numbered 14192 through 14246 for the 2019/2020 school year.

RC:MB:tg

CONSENT ITEM

DATE: April 14, 2020

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

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

PREPARED BY: Mike McAdam, Director of Purchasing, Warehouse & Transportation

SUBJECT: APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN JOHN PAUL (“J.P.”) JONES, A STATE CERTIFIED INSTRUCTOR, TO PROVIDE TRAINING SERVICES TO OUR SCHOOL BUS DRIVERS IN ORDER TO REMAIN COMPLIANT WITH STATE LAWS AND REGULATIONS DURING THEIR EMPLOYMENT AT FULLERTON SCHOOL DISTRICT

Background: Bus Drivers are required to receive a minimum of 10 hours training annually to comply with state laws and regulations and legally drive a school bus. A State Certified Instructor must prepare all training documentation. Fullerton School District is currently recruiting for a State Certified Instructor.

Rationale: This will meet the State minimum requirement to ensure that Fullerton School District Bus Drivers are compliant in safety training, state laws and regulations until hiring our new State Certified Instructor.

Funding: Cost is not to exceed \$10,000 from the Transportation Department budget.

Recommendation: Approve Independent Contractor Agreement between John Paul (“J.P.”) Jones, a State Certified Instructor, to provide training services to our school bus drivers in order to remain compliant with state laws and regulations during their employment at Fullerton School District.

RC:MM:JM

Attachment

FULLERTON SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District" and John Paul Jones Name of Independent Contractor hereinafter referred to as "Contractor."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. Contractor shall provide Provide training services to school bus drivers to be compliant with State Laws and Regulations. hereinafter referred to as "Services." (Describe services or refer to a written proposal and attach the proposal as an exhibit to the Agreement.)

Services shall be provided by (Name of specific individual, if required)

2. Term. Contractor shall commence providing Services under this Agreement on April 15, 2020, and will diligently perform as required and complete performance by June 30, 2020.

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Ten Thousand Dollars Dollars (\$10,000.00). District shall pay Contractor according to the following terms and conditions:

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: (Describe in detail the reimbursable expenses that District will pay to Contractor i.e. air travel, mileage, accommodations, meals, etc., or indicate N/A.) N/A

5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

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

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

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

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

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

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

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

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

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

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

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

11.1 Contractor shall, at Contractor's sole cost and expense, maintain in full force and effect the following insurance coverage from a California licensed

insurer with an A, VIII, or better rating from A.M. Best or an approved self insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Contractor's fulfillment of the obligations under this Agreement:

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

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

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$1,000,000 for each occurrence.

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

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

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

Part A - Statutory Limits for Contractor
Part B - \$1,000,000 Employers' Liability

e. Employment Practices Liability (EPL) and Directors and Officers (D&O) coverage with the following limits:

\$1,000,000 per occurrence

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

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

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

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

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

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

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

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

15. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an

employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

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

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

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

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

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

Contractor:
Name:
Address:
City, ST, Zip:
Attn:

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

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

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

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

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

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

This Agreement is entered into this 15th day of APRIL, 2020.

FULLERTON SCHOOL DISTRICT

CONTRACTOR NAME:

By: _____

By: _____

(Signature) _____

(Signature) _____

Title:

Title:

Date:

Date:

**Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833**

Taxpayer I.D. Number: _____

CONSENT ITEM

DATE: April 14, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE WILLIAMS LITIGATION SETTLEMENT UNIFORM COMPLAINT REPORT FOR QUARTER 3 (JANUARY 1, 2020 – MARCH 31, 2020)

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

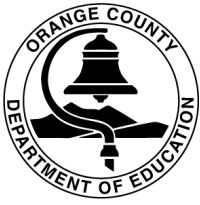
	<u>Number of Complaints:</u>	<u>Status:</u>
Facilities Issues	0	N/A
Instructional Material Issues	0	N/A
Credentialing Issues	0	N/A
Other	0	N/A

Rationale: To meet legal mandates.

Funding: Not applicable.

Recommendation: Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 3 (January 1, 2020 – March 31, 2020).

CH:nm
 Attachment



Orange County Department of Education
Educational Services Division

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

District: _____

District Contact: _____

Title: _____

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

Check the box that applies:

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

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

Name of Superintendent: _____

Signature of Superintendent: _____ Date: _____

Please submit to:

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

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

CONSENT ITEM

DATE: April 14, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: **ADOPT RESOLUTION #19/20-16 PROCLAIMING MAY 3-9, 2020 AS TEACHER APPRECIATION WEEK AND MAY 6-12, 2020 AS NATIONAL NURSES WEEK IN THE FULLERTON SCHOOL DISTRICT**

Background: The California Teachers Association and the National Educators Association collaborate in recognizing the contribution of teachers to public education by recognizing teachers throughout the State. The National American Nurses Association recognizes the contributions of all nurses nationwide. This year, Teacher Appreciation Week is designated for May 3-9, 2020 and National Nurses Week is designated for May 6-12, 2020.

School districts are encouraged to celebrate and recognize teachers and nurses during this week.

Rationale: The impact of participating in a statewide and nationwide effort for these honorable professions enhances the celebration. The Board of Trustees initiates the District's recognition by adopting a resolution proclaiming May 3-9, 2020 as Teacher Appreciation Week and May 6-12, 2020 as National Nurses Week.

Funding: Not applicable.

Recommendation: Adopt Resolution #19/20-16 proclaiming May 3-9, 2020 as Teacher Appreciation Week and May 6-12, 2020 as National Nurses Week in the Fullerton School District.

CH:nm
Attachment

FULLERTON SCHOOL DISTRICT
RESOLUTION #19/20-16
PROCLAIMING MAY 3-9, 2020 AS “TEACHER APPRECIATION WEEK”
AND MAY 6-12, 2020 AS “NATIONAL NURSES WEEK”

WHEREAS, teachers personify America’s belief that universal public education is a key to meeting the challenges of our changing world; and

WHEREAS, teachers strive to make every classroom an exciting, productive place to learn and grow; and

WHEREAS, teachers reach out to foster the well-being of each student, regardless of ability, social or economic background, race, ethnic origin, or religion; and

WHEREAS, the Fullerton community appreciates the extra efforts of Fullerton teachers and nurses who have been recognized for their excellence; and

WHEREAS, teachers and nurses influence our lives long after our school days are only memories, and

WHEREAS, families deserve to feel confident that their children will be cared for when they are at school; and

WHEREAS, all students have a right to have their physical and mental health needs safely met while in the school setting; and

WHEREAS, school nurses have served a critical role in improving public health and in ensuring student’s academic success for more than 100 years; and

WHEREAS, school nurses address the home and community factors (e.g. social determinants) that impact students’ health; and

WHEREAS, school nurses act as a liaison to the school community, families, and healthcare providers on behalf of children’s health by promoting wellness and improving health outcomes for our nation’s children; and

WHEREAS, school nurses are members of school-based teams (e.g. school health services, 504/IEP, disaster/emergency planning) to address the school population; and

WHEREAS, school nurses understand the link between health and learning and are in a position to make a positive difference for children every day, therefore be it

NOW, THEREFORE, the Fullerton School District Board of Trustees does hereby proclaim Sunday, May 3, 2020 through Saturday, May 9, 2020 as Teacher Appreciation Week and Wednesday, May 6, 2020 through Tuesday, May 12, 2020 as National Nurses Week.

We urge all citizens to observe this week by taking time to remember and salute the teachers and nurses who shaped our lives and continue to shape the future of our children, our community, and the community of nations.

Signed this 14th day of April, 2020 by:

Jeanette Vazquez, President

Hilda Sugarman, Vice President

Beverly Berryman, Clerk

Janny Meyer, Member

Aaruni Thakur, Member

CONSENT ITEM

DATE: April 14, 2020

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

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

SUBJECT: **ADOPT RESOLUTION #19/20-17 PROCLAIMING MAY 17 – 23, 2020, AS “CLASSIFIED SCHOOL EMPLOYEE WEEK” IN THE FULLERTON SCHOOL DISTRICT**

Background: Each year the California School Employees Association designates one week as “Classified Employee Week” with the intent of honoring classified employees throughout the State at the same time. This year, “Classified School Employee Week” is May 17 – 23, 2020.

Rationale: The Board of Trustees may pass a resolution which recognizes “Classified Employee Week” and honors all classified employees throughout the District.

Funding: Not applicable.

Recommendation: Adopt Resolution #19/20-17 proclaiming May 17 – 23, 2020, as “Classified School Employee Week” in the Fullerton School District.

CH:nm
Attachment

FULLERTON SCHOOL DISTRICT
RESOLUTION #19/20-17
PROCLAIMING MAY 17 - 23, 2020 AS
CLASSIFIED SCHOOL EMPLOYEE WEEK

WHEREAS, Classified employees support America's belief that universal public education is a key to meeting the challenges of our changing world; and

WHEREAS, Classified employees strive to support every classroom to make it a productive place for teachers to teach children how to learn and grow; and

WHEREAS, Classified employees reach out to foster the well-being of each student, teacher, administrator, regardless of ability, social or economic background, race, ethnicity, origin, or religion; and

WHEREAS, Classified employees help to keep teachers motivated by supporting and helping them in their daily routines; and

WHEREAS, Classified employees influence many lives by demonstrating the harmony they instill between teaching and the support thereof,

NOW, THEREFORE, the Fullerton School District Board of Trustees does hereby proclaim Sunday, May 17, 2020 through Saturday, May 23, 2020 as Classified School Employee Week.

We urge all citizens to observe this week by taking time to remember and salute all classified employees who support the education of our children, our community, and the community of nations.

Signed this 14th day of April, 2020 by:

Jeanette Vazquez, President

Hilda Sugarman, Vice President

Beverly Berryman, Clerk

Janny Meyer, Member

Aaruni Thakur, Member

CONSENT ITEM

DATE: April 14, 2020
TO: Robert Pletka Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D. Assistant Superintendent, Personnel Services
PREPARED BY: Laurie Bruneau, Director, Risk Management, Workers Compensation and Safety
SUBJECT: APPROVE REJECTION OF A CLAIM AGAINST THE FULLERTON SCHOOL DISTRICT NUMBERED: 1907028.

Background: A claim has been filed against the District for damages involving a student injury at Beechwood (K-8). The District and its' liability claim administrator, ASCIP have investigated the claims and recommend rejection.

Rationale: The District's claims administrator, ASCIP, does not find any evidence of negligence or legal liability in their initial investigation on the part of the Fullerton School District. Therefore, rejection of these claims is recommended.

Funding: Not applicable.

Recommendation: Approve rejection of claims against the Fullerton School District numbered: 1907028.

CH:LB:lc

CONSENT ITEM

DATE: April 14, 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 1128 FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval is requested for warrant numbered 1128 for the 2019/2020 school year. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>		<u>Amount</u>
01	General Fund	\$2,318.65
	Total	<u>\$2,318.65</u>

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

Funding: The total amount presented for approval is \$2,318.65 from District 40, General Fund.

Recommendation: Approve/Ratify warrant numbered 1128 for the 2019/2020 school year.

RC:MG:yd

CONSENT ITEM

DATE: April 14, 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 1212 THROUGH 1213 FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval is requested for warrant numbered 1212 through 1213 for the 2019/2020 school year. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>		<u>Amount</u>
01	General Fund	\$4,540.15
	Total	<u>\$4,540.15</u>

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

Funding: The total amount presented for approval is \$4,540.15 from District 48, General Fund.

Recommendation: Approve/Ratify warrant numbered 1212 through 1213 for the 2019/2020 school year.

RC:MG:yd

CONSENT ITEM

DATE: April 14, 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-B027 THROUGH 19/20-B029 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-B027 through 19/20-B029 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. 19/20-B027

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that the previously budgeted income in the amount of \$82,124 will not be received. It is hereby resolved to adjust accounts according to Section 42602 of the Education Code of California as follows:

**GENERAL FUND 01
UNRESTRICTED**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8011	State Aid – Current Year	\$3,412,516
8012	Education Protection Account	-3,412,516
8699	All Other Local Revenue	8,641
8980	Contributions from Unrestricted Revenues	-90,765
	Total:	-\$82,124

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$1,348,883
2000	Classified Salaries	540,523
3000	Employee Benefits	726,807
4000	Books and Supplies	-9,090
5000	Services & Other Operating Expenses	75,425
7000	Other Outgo	-28,738
9789	Reserve for Economic Uncertainties	-2,735,934
	Total:	-\$82,124

Explanation: This Resolution reflects budget adjustments in the Second Interim Financial Report that was presented at the March 10, 2020 Board Meeting which included adjustments for State revenue for the Education Protection Account for the Local Control Funding Formula (LCFF), the Education Protection Account (EPA), Special Education, and ASB reimbursements. It also includes various adjustments to expenditures in the unrestricted General Fund.

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

Date: _____

By: _____

RESOLUTION NO. 19/20-B028

**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 \$278,422 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

**GENERAL FUND 01
RESTRICTED**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8290	All Federal Revenue	-\$204
8699	All Other Local Revenue	187,861
8980	Contributions from Unrestricted Revenues	90,765
	Total:	\$278,422

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	\$222,860
2000	Classified Salaries	-112,079
3000	Employee Benefits	-17,061
4000	Books and Supplies	20,295
5000	Services & Other Operating Expenses	153,307
6000	Capital Outlay	-24,000
7000	Other Outgo	-8
9789	Reserve for Economic Uncertainties	35,108
	Total:	\$278,422

Explanation: This Resolution reflects budget adjustments in the Second Interim Financial Report that was presented at the March 10, 2020 Board Meeting which included adjustments to Special Education, Mental Health, Restricted Routine Maintenance and Title II Teacher Quality. It also includes various donations to school sites, Early Learning Inclusive Pre-School (ELIP), and fine arts as well as adjustments to projected expenditures in the restricted General Fund.

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

Date: _____

By: _____

RESOLUTION NO. 19/20-B029

**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:

PROPERTY AND LIABILITY FUND 81

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
4000	Books and Supplies	\$30,000
5000	Services & Other Operating Expenses	-30,000
	Total:	\$0

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

Explanation: This Resolution reflects adjustments to projected expenditures in the Property and Liability Fund.

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

Date: _____

By: _____

CONSENT ITEM

DATE: April 14, 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 NOTICE OF COMPLETION FOR KYA SERVICES, LLC, FOR THE PURCHASE OF MATERIAL AND LABOR FOR REPAIRS TO THE FIELDS LOCATED WITHIN ACACIA ELEMENTARY SCHOOL

Background: On July 30, 2019 Fullerton School District under the February 12, 2019 Board Approved California Multiple Award Schedules (CMAS), Contract Number 4-19-78-0089B, with KYA Services, LLC entered into contract of field repairs. The July 30th Board Approved Project No. 1-1-18567E, was for repairs to the fields located at Acacia Elementary School. Included as part of the field repairs was the trenching and/or channeling of drains, the lifting of asphalt, and the installation of a natural grass field via seed or sod.

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

Funding: The amount not to exceed \$385,000 will be paid from the General Fund.

Recommendation: Approve Notice of Completion for KYA Services, LLC, for the purchase of material and labor for repairs to the fields located within Acacia Elementary School.

RC:SS:ys
Attachment

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

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

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

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Acacia Elementary School, 1200 N. Acacia Ave., Fullerton, CA 92831, the contract for the doing of which was heretofore entered into on the 30th day of July, 2019, which contract was made with KYA Services, LLC, of Santa Ana, CA, as contractor; that the work on said improvements was actually completed and accepted on the 14th day of April 2020, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the International Fidelity Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: KYA Services, LLC, as part of the Board Approved California Multiple Award Schedules (CMAS), Contract Number 4-19-78-0089B, with KYA Services, LLC, Project No. 1-1-18567E for the repairs to the fields located at Acacia Elementary School.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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

STATE OF CALIFORNIA
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this _____ day of _____ 2020,
by, _____ proved to me on the basis of satisfactory evidence to be the person(s) who before me, says: That she is the Clerk of the Board of Trustees of the Fullerton (Elementary) School District of Orange County, California; that the Fullerton School District of Orange County, California, is the owner of said property described in the foregoing notice; that she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true and correct and are made under penalty of perjury under the laws of the State of California.

Notary Public in and for said County and State

CONSENT ITEM

DATE: April 14, 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 & Operations

SUBJECT: **APPROVE AGREEMENT WITH JOHN R. BYERLY INCORPORATED, TO PROVIDE PROFESSIONAL GEOTECHNICAL ENGINEERING/TESTING, MATERIALS LABORATORY TESTING AND SPECIAL INSPECTIONS AS PART OF THE TRANSPORTATION DEPARTMENT MODULAR BUILDING RE-BID, PROJECT NUMBER FSD-19-20-MF-03.**

Background: The District plans to install a new Modular Building located on the District premises for the Transportation Department employees. The building will need to meet ADA compliance laws and requirements set by the Division of the State Architect (DSA). The services of a professional geotechnical engineering/testing, materials laboratory are necessary to meet these standards.

Rationale: School construction projects are governed by the DSA. The DSA reviews and approves school construction plans for projects that are required to meet a specific criteria. The geotechnical engineering/testing firm will provide the District with the materials lab testing necessary for approvals from DSA.

District staff recommends entering into an agreement with John R. Byerly Incorporated, for geotechnical engineering/testing, materials laboratory testing and special inspections. John R. Byerly Incorporated is a full-service firm specializing in assisting school districts during the work process with materials testing services as required by the Division of the State Architect (DSA).

Funding: Cost not to exceed \$19,530 based on the professional hourly rates in Exhibit A and will be paid from multiple funds.

Recommendation: Approve agreement with John R. Byerly Incorporated, to provide professional geotechnical engineering/testing, materials laboratory testing and special inspections as part of the Transportation Department Modular Building Re-Bid, Project Number FSD-19-20-MF-03.

RC:SS:ys
Attachment

2019-2020 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as “District,” and **John R. Byerly Incorporated**, hereinafter referred to as “Contractor.”

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. **Contractor shall provide professional geotechnical engineering/testing, materials laboratory testing and special inspections as part of the Transportation Department Modular Building Re-Bid, Project Number FSD-19-20-MF-03, hereinafter referred to as “Services”.**
2. Term. Contractor shall commence providing Services under this Agreement on and will diligently perform as required and complete performance by April 15, **2020**.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **nineteen thousand five hundred thirty dollars (\$19,530.00) with hourly rates as set forth in Exhibit A.** District shall pay Contractor according to the following terms and conditions: Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: **N/A (or N/A).**
5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, State and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor’s employees.
6. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows: **N/A (or N/A).**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:
John R. Byerly, Inc.
2257 South Lilac Avenue
Bloomington, CA 92316

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

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

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 15^H DAY OF April 2020.

FULLERTON SCHOOL DISTRICT

Contractor Name

By:

By:

Robert Pletka, Ed.D.
Superintendent

On File
Taxpayer Identification Number

EXHIBIT "A"

John R. Byerly, Inc.

SCHEDULE OF FEES (2020)

March 13, 2020

SCHEDULE OF FEES FOR GEOTECHNICAL SERVICES

PROFESSIONAL PERSONNEL

		<u>Regular Rate</u>	<u>Prevailing Wage Rate</u>
Principal Engineer	Per Hr.	\$ 190.00	
Project Engineer	Per Hr.	150.00	
Project Geologist	Per Hr.	150.00	
Staff Engineer	Per Hr.	120.00	
Staff Geologist	Per Hr.	120.00	
Expert Witness Preparation	Per Hr.	190.00	
Expert Witness Testimony (at trial or deposition)	Per Hr.	300.00	

FIELD PERSONNEL

Field Technician (Including density testing)	Per Hr.	85.00	110.00
Supervising Field Technician	Per Hr.	120.00	
Staff Engineer	Per Hr.	120.00	
Field Exploration Equipment		Local Prevailing Rate + 20%	
Subsistence		Quotation	

GEOTECHNICAL LABORATORY TESTING

Laboratory Technician	Per Hr.	\$ 75.00	
Supervising Laboratory Technician	Per Hr.	95.00	
Atterberg Limits			
Liquid Limit	Each	80.00	
Plastic Limit	Each	90.00	
Shrinkage Limit	Each	100.00	
Plasticity Index	Each	170.00	
California Bearing Ratio - CBR			
(at specified moisture content - does not include optimum moisture content and maximum dry density determination)	Each	450.00	

<u>Geotechnical Laboratory Testing (continued)</u>		<u>Regular Rate</u>	<u>Prevailing Wage Rate</u>
Consolidation Testing (without time rate).....	Each	\$ 200.00	
Add one time rate	Each	90.00	
Corrosion Tests			
pH.....	Each	25.00	
Minimum Resistivity.....	Each	30.00	
Sulfate	Each	25.00	
Chloride	Each	25.00	
Redox Potential	Each	25.00	
Sulfide	Each	25.00	
Corrosion Series.....	Each	150.00	
Direct Shear Tests (3-point).....	Each	250.00	
Direct Shear Tests - Residual (per point).....	Point	140.00	
Expansion Index.....	Each	150.00	
Expansion Study (3 points remolded) (maximum density not included)	Each	340.00	
Grain Size Analysis (Gradation)			
Sieve Analysis (including wash passing No. 200 sieve)	Each	130.00	
Sieve Analysis Plus Hydrometer	Each	250.00	
% Passing No. 200 Sieve.....	Each	60.00	
Optimum Moisture and Maximum Dry Density			
Lab Max – (4-inch mold)	Each	180.00	
Lab Max – (6-inch mold)	Each	200.00	
Lab Max – California 216 Method	Each	200.00	
Organic Content	Each	60.00	
Moisture Content.....	Each	30.00	
Moisture/Density Determination – Tube Sample	Each	45.00	
"R" Value			
Untreated Material.....	Each	285.00	
Lime or Cement Treated Material	Each	300.00	
Sand Equivalent (average of 4).....	Each	120.00	

SPECIAL INSPECTION SERVICES

<u>INSPECTION FEES</u>		<u>Regular Rate</u>	<u>Prevailing Wage Rate</u>
Aggregate, Plant Sampling	Hour	\$ 85.00	\$ 110.00
Asphalt, Paving	Hour	85.00	110.00
Asphalt, Batch Plant.....	Hour	85.00	110.00
Commercial Building Inspection (Wood Framing, ICC)	Hour	85.00	110.00
Concrete, Batch Plant	Hour	85.00	
Concrete, Placing	Hour	85.00	110.00
Concrete, Placing Pre-Stress	Hour	85.00	110.00
Concrete, Pre and Post-Tensioning	Hour	85.00	110.00
Drilled Piers or Piles	Hour	85.00	110.00
Driven Piles	Hour	85.00	110.00
Field Welding, Structural Steel (AWS-CWI, AWS-ACWI and ICC).....	Hour	85.00	110.00
Fireproofing Inspection.....	Hour	85.00	110.00
Ground Rod.....	Hour	95.00	120.00
Gunite, Placing	Hour	85.00	110.00
Hi-Tensile Bolting	Hour	85.00	110.00
Magnetic Particle Testing	Hour	115.00	135.00
Masonry Placing Inspection	Hour	85.00	110.00
Pachometer Meter Reinforcing Steel Locator	Hour	95.00	125.00
Pull Tests of Anchor Bolts/Dowels	Hour	85.00	110.00
Reinforcing Steel, Placing	Hour	85.00	110.00
Schmidt Concrete Hammer	Hour	95.00	115.00
Shop Welding Fabrication (AWS-CWI, AWS-ACWI and ICC).....	Hour	90.00	
Skidmore Testing	Hour	140.00	170.00
Special Inspector.....	Hour	85.00	110.00
Tag, Identify, and Sample Rebar or Structural Steel	Hour	85.00	110.00
Torque Testing of High Strength Bolts	Hour	90.00	110.00
Ultrasonic Testing.....	Hour	115.00	135.00
Witness Installation of High Strength Bolts	Hour	85.00	110.00

MATERIALS TESTING SERVICESAGGREGATE TEST

Absorption	Each	\$ 40.00
Clay Lumps and Friable Particles	Each	75.00
Cleanness Value (Fine or Coarse).....	Each	125.00
Decantation (No. 200).....	Each	35.00
Deleterious Substances Determination.....	Each	115.00
Durability Test (Fine or Coarse) *	Each	165.00
Fineness Modulus (Including Sieve Analysis).....	Each	130.00
Flat and Elongated Pieces (Per Size Fraction)	Each	105.00
Fractured Faces (Per Size Fraction)	Each	105.00
Light Weight Particles.....	Each	135.00

Aggregate Test (continued)

		<u>Regular Rate</u>	<u>Prevailing Wage Rate</u>
Los Angeles Rattler	Each	\$ 230.00	
Moisture	Each	30.00	
Organic Impurities	Each	55.00	
Percent Clay in Sands by Hydrometer	Each	180.00	
Percent Passing No. 200 Sieve	Each	50.00	
Percent Shale	Each	95.00	
Permeability of Granular Soil (ASTM D 2434)	Each	225.00	
Potential Reactivity (Chemical Method)	Each	Quotation	
Sand Equivalent	Each	120.00	
Sieve Analysis (Fine or Coarse - Processed)	Each	80.00	
Sieve Analysis (Pit Run)	Each	130.00	
Soft Particles	Each	95.00	
Soundness of Sodium Sulfate (Fine or Coarse)	Each	325.00	
Specific Gravity (Fine or Coarse)	Each	75.00	
Voids	Each	65.00	
Weight Per Cubic Foot	Each	75.00	
Deposit Evaluation	Each	Quotation	

* Lightweight aggregate also requires Specific Gravity and Absorption Testing

ASPHALT PAVING MATERIALS

Asphalt Paving Inspection	Hour	\$ 85.00	\$ 110.00
Plant Control during Operations	Hour	85.00	
Coring with Diamond Bit (Includes Bit Charge)	Hour	140.00	160.00
(Contractor to provide access)			
Density of Cores	Each	45.00	
Film Stripping	Each	80.00	
Los Angeles Rattler	Each	230.00	
Laboratory Standard Density (Marshall)	Each	170.00	
Laboratory Standard Density (Hveem)	Each	170.00	
Moisture Vapor Susceptibility		Quotation	
Mix Design	Each	135.00	
Mix Design Studies (Marshall or Hveem)	Each	450.00	
Pavement Evaluation		Quotation	
Plant Sample - % Asphalt, Ignition Oven	Each	145.00	
Plant Sample - % Asphalt and Gradation, Ignition Oven	Each	230.00	
Ignition Oven Aggregate Correction	Each	180.00	
Sand Equivalent	Each	120.00	
Sieve Analysis	Each	80.00	
Soundness Test (Sodium Sulfate) (Fine or Coarse)	Each	325.00	
Stability Test - "S" Value (Hveem Method)	Each	250.00	
Stability Test (Marshall Method - Set of 3)	Each	250.00	
Theoretical Maximum Specific Gravity (Rice)	Each	125.00	
Thickness of Pavement	Each	15.00	

CONCRETE

		Regular Rate	Prevailing Wage Rate
Absorption – Concrete Pipe or Tile (ASTM C497)	Each	\$ 30.00	
Batch Plant Inspection	Hour	85.00	
Concrete Placing Inspection	Hour	85.00	110.00
Coring (Includes Bit Charge)	Hour	140.00	160.00
Coring Assistant (Required for Work from Ladder or Scaffolding)	Hour	85.00	110.00
Field Technician	Hour	85.00	110.00
Molding Cylinders and Beams	Hour	85.00	110.00
Pachometer Reinforcing Steel Locator	Hour	95.00	125.00
Pick up Cylinders	Hour	80.00	
Pre-Stress and Post-Tensioning Inspection	Hour	85.00	110.00
Schmidt (Rebound) Hammer	Hour	90.00	110.00
Compression Test – 6"x12" and 4"x8" Cylinders	Each	25.00	
Hold Cylinders (Not Tested)	Each	15.00	
Compression Test – Concrete or Shotcrete Cores 8" Maximum Diameter	Each	30.00	
Compression Test – Shotcrete - 6"x12" and 4"x8" Cylinders	Each	40.00	
Compression Test – Gypsum Cylinders	Each	30.00	
Gypsum Cylinders – Dried to Constant Weight	Each	22.00	
Mix Designs			
First Design (Exclusive of Aggregate Tests)	Each	120.00	
Additional Design (Same Report)	Each	90.00	
Review of Mix Design	Each	120.00	
Modulus of Elasticity – 6"x12" Cylinders	Each	125.00	
Modulus of Rupture (Flexure) – 6"x6" Beams	Each	80.00	
Moisture Vapor Klt	Each	25.00	
Saw-Cutting Samples for Testing (If Required)	Each	10.00	
Shrinkage Test (Set of 3)	Each	450.00	
Slump Cone (Refundable upon Return of Cone)	Deposit	50.00	
Splitting Tensile Test	Each	50.00	
Trial Batch in Laboratory (Including Air Content, Unit Weight Water Demand, Slump and Strength Determinations (1 at 7 days and 2 at 28 days)	Each	450.00	
Unit Weight of Cylinders	Each	25.00	

* No charge if cylinder returned to us for testing

FIREPROOFING TESTS

Compression	Each	\$ 45.00	
Cohesion/Adhesion	Each	45.00	
Density	Each	40.00	
Dry Film Fireproofing Testing	Hour	120.00	\$ 140.00
Fireproofing Inspection	Hour	85.00	110.00

CONCRETE MASONRY UNIT (CMU) AND BRICK

		Regular Rate	Prevailing Wage Rate
Coring (Includes Bit Charge).....	Hour	\$ 140.00	\$ 160.00
Coring Assistant (Required for Work from Ladder or Scaffolding).....	Hour	85.00	110.00
In-Place Shear Testing.....	Hour	85.00	110.00
Masonry Placing Inspection	Hour	85.00	110.00
Molding Grout and Mortar	Hour	85.00	110.00
Pickup Grout and Mortar Samples	Hour	80.00	
Sample Masonry Units	Hour	80.00	
CMU, Compression.....	Each	45.00	
CMU, 24-Hour Absorption	Each	40.00	
CMU, Moisture Content.....	Each	40.00	
CMU, Density (Unit Weight).....	Each	30.00	
CMU, Lineal Shrinkage (Rapid Method)	Each	90.00	
CMU, Dimensions	Each	20.00	
CMU, C140 Complete Testing	Each	650.00	
Brick, Compression	Each	35.00	
Brick, 24-Hour Absorption	Each	40.00	
Brick, 5-Hour Absorption	Each	40.00	
Brick, Modulus of Rupture.....	Each	35.00	
Grouted Masonry Prism Compression	Each	175.00	
Hydraulic Conductivity (Permeability) (ASTM D 5084)	Each	350.00	
Mortar and Grout Specimens, Compression.....	Each	30.00	
Masonry Cores, Compression 8" Maximum Diameter.....	Each	50.00	
Masonry Cores, Shear 8" Maximum Diameter.....	Each	70.00	
Tensile Test – CMA Method.....	Each	180.00	
Saw-Cutting Samples for Testing (If Required)	Each	10.00	
Unit Weight of Units.....	Each	25.00	
Mortar Cement Permeable Voids (ASTM C642).....	Each	75.00	

REINFORCING AND STRUCTURAL STEEL

Anchor Bolts		Quotation	
Bolt – Hardness Only	Each	\$ 40.00	
Bolt – Wedge Tensile (Up to 100,000 lbf)	Each	100.00	
Hi-Strength Bolting	Hour	85.00	\$ 110.00
Field Welding Inspection (AWS-CWI, (AWS-ACWI), and ICC).....	Hour	85.00	110.00
Magnetic Particle Testing	Hour	115.00	135.00
Nut – Hardness (Proof Load Under 100,000 lbf)	Each	45.00	
Nut – Hardness (Proof Load Between 100,000 – 150,000 lbf)	Each	55.00	
Shop Welding (AWS-CWI, AWS-ACWI, and ICC).....	Hour	85.00	110.00
Skidmore Testing	Hour	140.00	160.00
Tag, Identify, and Sample Reinforcing Steel.....	Hour	85.00	
Tag and Identify Structural Steel.....	Hour	85.00	110.00

Reinforcing and Structural Steel (continued)

		<u>Regular Rate</u>	<u>Prevailing Wage Rate</u>
Tension and Elongation (Reinforcing Steel)			
No. 11 or Smaller	Each	60.00	
No. 14	Each	120.00	
No. 18 (Proof Test)	Each	120.00	
Ultrasonic Testing	Hour	\$ 115.00	\$ 135.00
Washer - Hardness	Each	35.00	
Welder's Qualification Test – AWS and ASME Procedures		Quotation	
Bend Test (Reinforcing Steel)	Each	60.00	
Welded Wire Mesh Bend Test	Each	60.00	
Welded Wire Mesh Shear Test	Each	60.00	
Tension (Structural Steel)	Each	60.00	
Bend Test (Structural Steel)	Each	60.00	
Torque Testing of High Strength Bolts	Hour	85.00	110.00
Witness Installation of High Strength Bolts	Hour	85.00	110.00
Machining Coupons for Test (Tensile or Bend)		Quotation	

ROOF TILE

Sample Roof Tile	Hour	\$ 85.00	
Strength	Each	50.00	
Absorption	Each	50.00	
Permeability	Each	70.00	

TESTING MACHINE - 400,000 LB. UNIVERSAL

Machine with Operator	Hour	\$ 275.00	
Additional Technician	Hour	75.00	

MISCELLANEOUS

Expert Witness Testimony	Hour	\$ 300.00	
Expert Witness Preparation	Hour	190.00	
Modular Construction, Inspection and Certification	Hour	85.00	\$ 110.00
Roof Tests and Inspection	Hour	85.00	110.00
Structural Failure Investigation		Quotation	
Verification of Fabricator's Quality Control Capabilities		Quotation	
Welder Qualification Test		Quotation	
Glue Laminated Structural Lumber	Local Prevailing Rate + 20%		

**ALL REPORTS ARE REVIEWED BY REGISTERED CIVIL ENGINEERS APPROVED BY
THE STATE OF CALIFORNIA, DIVISION OF STATE ARCHITECTURE**

CONSENT ITEM

DATE: April 14, 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 & Operations

SUBJECT: **APPROVE AGREEMENT WITH THE HAUFFE COMPANY FOR REPAIRS AND IMPROVEMENTS AS REQUIRED BY THE DIVISION OF THE STATE ARCHITECT (DSA) AS PART OF THE TRANSPORTATION DEPARTMENT MODULAR BUILDING PROJECT NUMBER FSD-19-20-MF-03**

Background: Fullerton School District, (FSD) has entered into a project of building repairs located within the Transportation, as part of the project the District is required by The Division of the State Architect (DSA) to ensure that an on-site DSA inspector be present while any/all work is conducted. The services of a DSA Inspector will be required during these repairs.

Rationale: District staff recommends entering into an agreement with The Hauffe Company for DSA inspection services. The Hauffe Company is a full-service firm specializing in assisting school districts during the work process and in the DSA closeout process

Funding: The contract amount not to exceed \$61,420 is to be paid from General Fund.

Recommendation: Approve agreement with The Hauffe Company for repairs and improvements as required by the Division of the State Architect (DSA) as part of the Transportation Department modular building project number FSD-19-20-MF-03.

RC:SS:ys
Attachment

2019-2020 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and The Hauffe Company, hereinafter referred to as "Contractor."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. Inspection services as required by the Division of the State Architect (DSA) as part of the Transportation Department Modular Building project, hereinafter referred to as "Services".
2. Term. Contractor shall commence providing Services under this Agreement on **April 14, 2020** and will diligently perform as required and complete performance by **July 31, 2020**.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **a contract amount of \$61,420.00**. District shall pay Contractor according to the following terms and conditions: Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: **N/A (or N/A)**.
5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, State and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor's employees.
6. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows: **N/A (or N/A)**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:
The Hauffe Company
2713 Lowell Lane
Santa Ana, CA 92706

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

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

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 15th DAY OF April 15, 2020.

FULLERTON SCHOOL DISTRICT

By:

Robert Pletka, Ed.D.
Superintendent

Contractor Name

By:


Kurt Hauffe, President

On File

Taxpayer Identification Number

CONSENT ITEM

DATE: April 14, 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 March 11, 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: 3/11/20
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 4/14/20**

LEGEND

Acronym	Definition
ASP	After School Program
BB	Bilingual Biliterate
CFRA	California Family Right Act
ESY	Extended School Year
FMLA	Family Medical Leave Act
NTE	Not to Exceed
PDL	Pregnancy Disability Leave
WOC	Working Out of Class
LOA	Leave of Absence
NLA	No Longer Available

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Rivera	Nadia	Instructional Asst./SE I	Add 2% Medical Stipend	1/8/20	29	6.00	121	B14/6
Prieto	Linda	Supervisor, CDS	Budget Change	9/1/19	60	8.00	208/275	M9/3
Employee ID	6784		CFRA leave 1/20/20-4/19/20	1/29/20				
Flores	Guillermo	Electronic Repair Tech II	Continuation of 5% Stipend	2/3/20	53	8.00	533	B32/6
Lacuesta	George	Electronic Repair Tech II	Continuation of 5% Stipend	2/3/20	53	8.00	533	B32/6
Gonzalez	Jesus	Custodian II	Hire Probationary Status	1/27/20	25	8.00	542	B24/1
Mendoza	Edward	Custodian II	Hire Probationary Status	1/27/20	18	8.00	542	B24/1
Arizaga	Isaac	Food Services Asst. I	Hire Probationary Status	1/8/20	90	1.50	606	B8/1
Arias	Andrea	Food Services Asst. I	Hire Probationary Status	1/13/20	90	1.50	606	B8/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Orozco	Ruben	Food Services Asst. I	Hire Probationary Status	1/13/20	90	1.00	606	B8/1
Thakker	Sonal	Health Assistant	Hire Probationary Status	1/14/20	16	3.75	402	B17/1
Chudy	Amanda	Instructional Asst./Expanded Learning	Hire Probationary Status	1/7/20	60	3.90	329	B11/1
Baker	Kristine	Instructional Asst./Rec	Hire Probationary Status	1/8/20	60	3.90	208	B11/1
Galvez	Arlene	Instructional Asst./Rec	Hire Probationary Status	1/8/20	60	3.90	208	B11/1
Campbell	Nicole	Instructional Asst./Reg	Hire Probationary Status	1/7/20	15	3.00	100	B11/1
Caro-Rebon	Patricia	Instructional Asst./Reg	Hire Probationary Status	1/7/20	20	3.25	383	B11/1
Goodbaudy	Myrna	Instructional Asst./Reg	Hire Probationary Status	1/7/20	19	3.75	100	B11/1
Nguyen	Theresa	Instructional Asst./Reg	Hire Probationary Status	1/22/20	22	3.75	212	B11/1
Calvillo	Marcella	Instructional Asst./SE II	Hire Probationary Status	1/8/20	15	6.00	121	B16/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Galarza	Sarahy	Food Services Asst. I - Sub	Hire Sub Status	1/7/20	99	0.00	606	B8/1
Nava	Elvia	Food Services Asst. I - Sub	Hire Sub Status	1/15/20	90	0.00	606	B8/1
Ceja	Ariana	Food Services Asst. I - Sub	Hire Sub Status	1/21/20	90	0.00	606	B8/1
Richter	Angela	Food Services Asst. I - Sub	Hire Sub Status	1/21/20	90	0.00	606	B8/1
Hernandez	Valeria	Instructional Asst./Expanded Learning - Sub	Hire Sub Status	1/7/20	99	0.00	100	B11/1
Maqatish	Reem	Instructional Asst./Expanded Learning - Sub	Hire Sub Status	1/13/20	99	0.00	100	B11/1
Chavez	Tiffany	Instructional Asst./Expanded Learning - Sub	Hire Sub Status	1/28/20	99	0.00	100	B11/1
Gacia	Amber	Instructional Asst./Reg - Sub	Hire Sub Status	1/13/20	99	0.00	100	B11/1
Villareal	Ryan	Instructional Asst./Reg - Sub	Hire Sub Status	1/15/20	99	0.00	100	B11/1
Park	Kyunghee	Instructional Asst./Reg - Sub	Hire Sub Status	1/16/20	90	0.00	100	B11/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Velasco	Susana	Instructional Asst./Reg - Sub	Hire Sub Status	1/16/20	99	0.00	100	B11/1
Sass	Anthony	Instructional Asst./Reg - Sub	Hire Sub Status	1/30/20	99	0.00	100	B11/1
Perez	Carlos	Instructional Asst./SE I - Sub	Hire Sub Status	1/15/20	99	0.00	121	B14/1
Rojas	Maria	Playground Supervisor - Sub	Hire Sub Status	1/15/20	99	0.00	100	B07/1
Rodriguez	Maria	Playground Supervisor - Sub	Hire Sub Status	1/28/20	99	0.00	100	B07/1
Abutan	Corazon	Food Services Asst. I	Increase of Hours from 1.5 to 2/day	1/15/20	90	1.50	606	B8/6
Thompson	Marilyn	Bus Driver	Increase of Hours from 25.6 to 26.7/wk	9/17/19	56	5.12	565	B21/5
Acuna	Jo	Instructional Asst./SE II	Increase of Hours from 28 to 30 hrs/wk	1/13/20	17	5.60	242	B14/6
Employee ID	975		Medical Leave 1/1/20-1/31/20	1/2/20				
Employee ID	7612		Medical Leave 1/16/20-3/2/20	1/29/20				

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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Employee ID	926		Medical Leave 1/28/20- further notice	1/30/20				
Employee ID	7972		Medical Leave 1/30/20- 3/6/20	1/29/20				
Spindola	Karissa	Transportation Dispatcher	Promotion for CLA II/BB to Transportation Dispatcher	1/27/20	56	8.00	565	B27/1
Prudencio	Jennifer	Instructional Asst./Rec	Resignation - will not remain as Sub	1/1/20	60	3.90	208	B11/6
Swalley	Ski'Lar	Instructional Asst./Reg.	Resignation - will not remain as Sub	1/7/20	22	3.75	212	B11/3
Mehta	Katheryn	Instructional Asst./SE I	Resignation - will not remain as Sub	1/24/20	29	3.00	121	B14/2
Johnson	Kevin	Instructional Asst./SE II	Resignation - will not remain as Sub	1/3/20	12	6.00	248	B14/2
Perez	Artemia	Playground Supervisor	Resignation - will not remain as Sub	1/20/20	25	2.50	100/302	B07/4
Ramirez	Cindy	Health Assistant/BB	Resignation - will remain as Sub	1/24/20	12	3.75	402	B18/3
Freker	Jo	Playground Supervisor	Resignation - will remain as Sub	1/20/20	26	2.63	100	B07/4

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Chudy	Amanda	Instructional Asst./Expanded Learning	Resignation on Prob. - will not remain as sub	1/10/20	60	3.90	329	B11/1
Martinez	Gabriella	Instructional Asst./Reg	Resignation on Prob. - will not remain as sub	1/10/20	27	3.90	208	B11/1
Hernandez	Jason	Instructional Asst./Expanded Learning	Resignation on Prob. - will remain as sub	1/27/20	60	3.90	329	B11/1
Estrada	Faviola	Instructional Asst./Rec	Resignation on Prob. - will remain as sub	1/24/20	60	3.90	329	B11/1
Lusch	Rodney	Personnel Commissioner	Separation - End of Term	12/1/19	58	8.00	522	
Perez	Roberto	Computer Tech I - Sub	Separation - NLA	1/2/20	59	0.00	409	B30/1
Diaz	Anthony	Custodian I - Sub	Separation - NLA	1/2/20	53	0.00	542	B17/1
Garcia	Juan	Instructional Asst./Rec - Sub	Separation - NLA	1/2/20	99	0.00	100	B11/1
Cortes	Luis	Instructional Asst./SE - Sub	Separation - NLA	1/2/20	99	0.00	121	B14/1
Bedard	Donna	Instructional Asst./SE - Sub	Separation - NLA	1/22/20	99	0.00	121	B14/1

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Fisher	Ebone	Instructional Asst./SE - Sub	Separation - NLA	1/22/20	99	0.00	121	B14/1
Pacheco	Mary	Instructional Asst./SE I	Service Retirement - will not remain as Sub	1/7/20	25	5.00	242	B14/6
Vargas	Donna	Reprographics Tech	Service Retirement - will remain as Sub	1/3/20	50	3.50	519	B20/6
Granados	Matthew	Chef	Sten Increase - Step 5	1/1/20	90	8.00	606	B23/4
Gutierrez	Jose	Instructional Asst./Rec	Step Increase - Step 2	1/1/20	21	3.15	100	B11/1
Mendez	Lusero	Instructional Asst./Reg	Step Increase - Step 2	1/1/20	60	3.50	329	B11/1
Grosso	Amber	Instructional Asst./SE I	Step Increase - Step 2	1/1/20	24	3.75	130	B14/1
Camargo	Albert	Supervisor, M&O	Step Increase - Step 2	1/1/20	53	8.00	533/542/ 547	M12/1
Spindola	Karissa	Clerical Asst. II/BB	Step Increase - Step 3	1/1/20	56	8.00	565	B20/2
Gonzalez	Jorge	Custodian I	Step Increase - Step 3	1/1/20	13	8.00	542	B17/2

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Schlabsz	Scott	Director of Facilities, M&O	Step Increase - Step 3	1/1/20	53	8.00	542/522/ 547	M33/2
Bruneau	Laurie	Director of Risk Management, Work Comp., and Safety	Step Increase - Step 3	1/1/20	50	8.00	524	M21/3
Ceja	Gabriela	Instructional Asst./Reg	Step Increase - Step 3	1/1/20	22	3.00	383	B11/2
Gustin	Tanya	Mental Health Counseling Specialist	Step Increase - Step 3	1/1/20	20	8.00	302/504	B40/2
Stipe	Catherine	Mental Health Counseling Specialist	Step Increase - Step 3	1/1/20	21	8.00	302/212	B40/2
Vuong	Carolyn	Instructional Asst./Rec	Step Increase - Step 4	1/1/20	25	3.35	100	B11/3
Ali	Dilara	Playground Supervisor	Step Increase - Step 4	1/1/20	18	1.00	100	B07/3
Allers	Carrie	Playground Supervisor	Step Increase - Step 4	1/1/20	17	2.00	100	B07/3
Alvarado	Lorena	Playground Supervisor	Step Increase - Step 4	1/1/20	12	2.00	100	B07/3
Alvarado	Manuela	Playground Supervisor	Step Increase - Step 4	1/1/20	24	2.08	100	B07/3

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Ambriz	Alejandra	Playground Supervisor	Step Increase - Step 4	1/1/20	28	1.84	100	B07/3
Arce	Stephanie	Playground Supervisor	Step Increase - Step 4	1/1/20	27	2.28	100	B07/3
Arreola	Ana	Playground Supervisor	Step Increase - Step 4	1/1/20	29	2.08	100	B07/3
Aslam	Seema	Playground Supervisor	Step Increase - Step 4	1/1/20	11	2.00	100	B07/3
Avanzino	Wendi	Playground Supervisor	Step Increase - Step 4	1/1/20	10	0.20	100	B07/3
Avila	Barbara	Playground Supervisor	Step Increase - Step 4	1/1/20	19	1.17	100	B07/3
Barron	Elaine	Playground Supervisor	Step Increase - Step 4	1/1/20	23	1.00	100	B07/3
Betrue	Melissa	Playground Supervisor	Step Increase - Step 4	1/1/20	24	1.83	100	B07/3
Burnett	Nicole	Playground Supervisor	Step Increase - Step 4	1/1/20	18	0.80	100	B07/3
Canizalez	Norma	Playground Supervisor	Step Increase - Step 4	1/1/20	17	2.00	100	B07/3

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Carlson	JoAnn	Playground Supervisor	Step Increase - Step 4	1/1/20	13	0.90	100	B07/3
Connaughton	Dawn	Playground Supervisor	Step Increase - Step 4	1/1/20	27	0.50	100	B07/3
Cortez	Catherine	Playground Supervisor	Step Increase - Step 4	1/1/20	10	1.13	100	B07/3
Cribbs	Tracy	Playground Supervisor	Step Increase - Step 4	1/1/20	13	1.20	100	B07/3
De Tavera	Gloria	Playground Supervisor	Step Increase - Step 4	1/1/20	26	1.25	100	B07/3
Delgado	Nora	Playground Supervisor	Step Increase - Step 4	1/1/20	21	2.00	100	B07/3
Diaz	Guadalupe	Playground Supervisor	Step Increase - Step 4	1/1/20	30	1.50	100	B07/3
Espinoza	Graciela	Playground Supervisor	Step Increase - Step 4	1/1/20	10	1.13	100	B07/3
Flores	Dora	Playground Supervisor	Step Increase - Step 4	1/1/20	23	2.00	100	B07/3
Foley	Tina	Playground Supervisor	Step Increase - Step 4	1/1/20	13	0.50	100	B07/3

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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Franco	Elvia	Playground Supervisor	Step Increase - Step 4	1/1/20	30	1.80	100	B07/3
Franco	Graciela	Playground Supervisor	Step Increase - Step 4	1/1/20	28	1.70	100	B07/3
Freker	Jo	Playground Supervisor	Step Increase - Step 4	1/1/20	26	2.63	100	B07/3
Galvan	Rosa	Playground Supervisor	Step Increase - Step 4	1/1/20	19	1.92	100	B07/3
Gaona	Maria	Playground Supervisor	Step Increase - Step 4	1/1/20	30	1.65	100	B07/3
Garcia	Blanca	Playground Supervisor	Step Increase - Step 4	1/1/20	29	1.52	100	B07/3
Garcia	Rosa	Playground Supervisor	Step Increase - Step 4	1/1/20	21	1.50	100	B07/3
Gudmundsen	Kelly	Playground Supervisor	Step Increase - Step 4	1/1/20	13	0.35	100	B07/3
Hurtado	Sandra	Playground Supervisor	Step Increase - Step 4	1/1/20	24	2.17	100	B07/3
Jimenez	Irma	Playground Supervisor	Step Increase - Step 4	1/1/20	11	1.20	100	B07/3

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Joseph	Bryan	Playground Supervisor	Step Increase - Step 4	1/1/20	17	1.20	100	B07/3
Juarez	Jennifer	Playground Supervisor	Step Increase - Step 4	1/1/20	19	1.77	100	B07/3
Landa	Jessica	Playground Supervisor	Step Increase - Step 4	1/1/20	12	1.50	100	B07/3
Lebs	Jody	Playground Supervisor	Step Increase - Step 4	1/1/20	13	0.40	100	B07/3
Leon	Irma	Playground Supervisor	Step Increase - Step 4	1/1/20	27	2.37	100	B07/3
Lopez	Adriana	Playground Supervisor	Step Increase - Step 4	1/1/20	21	2.58	100	B07/3
Lopez	Christina	Playground Supervisor	Step Increase - Step 4	1/1/20	13	0.20	100	B07/3
Luna	Lorena	Playground Supervisor	Step Increase - Step 4	1/1/20	30	1.84	100	B07/3
Marmolejo	Maricruz	Playground Supervisor	Step Increase - Step 4	1/1/20	24	2.17	304	B07/3
Martinez	Beatriz	Playground Supervisor	Step Increase - Step 4	1/1/20	23	2.00	100	B07/3

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McBenttes	Lisa	Playground Supervisor	Step Increase - Step 4	1/1/20	22	2.75	100	B07/3
Mendoza	Laura	Playground Supervisor	Step Increase - Step 4	1/1/20	23	0.20	100	B07/3
Nelson	Tiffany	Playground Supervisor	Step Increase - Step 4	1/1/20	15	1.65	100	B07/3
O'Sullivan	Kimberly	Playground Supervisor	Step Increase - Step 4	1/1/20	27	2.22	100	B07/3
Olivar	Martha	Playground Supervisor	Step Increase - Step 4	1/1/20	29	1.65	100	B07/3
Ortiz	Erica	Playground Supervisor	Step Increase - Step 4	1/1/20	24	1.17	100	B07/3
Oskorus	Gigi	Playground Supervisor	Step Increase - Step 4	1/1/20	10	1.13	100	B07/3
Pandell	Martha	Playground Supervisor	Step Increase - Step 4	1/1/20	22	2.75	100	B07/3
Patel	Snehal	Playground Supervisor	Step Increase - Step 4	1/1/20	18	0.60	100	B07/3
Pena	Lilia	Playground Supervisor	Step Increase - Step 4	1/1/20	25	2.03	100/302	B07/3

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Perez	Artemia	Playground Supervisor	Step Increase - Step 4	1/1/20	25	2.53	100/302	B07/3
Perez	Concepcion	Playground Supervisor	Step Increase - Step 4	1/1/20	27	2.48	100	B07/3
Perez	Xochitl	Playground Supervisor	Step Increase - Step 4	1/1/20	15	2.42	100	B07/3
Pyon	Joanne	Playground Supervisor	Step Increase - Step 4	1/1/20	18	0.40	100	B07/3
Rachal	Melissa	Playground Supervisor	Step Increase - Step 4	1/1/20	22	2.00	100	B07/3
Ramirez	Francisca	Playground Supervisor	Step Increase - Step 4	1/1/20	12	2.00	100	B07/3
Ramirez	Ruby	Playground Supervisor	Step Increase - Step 4	1/1/20	20	1.50	100	B07/3
Ruiz	Maria	Playground Supervisor	Step Increase - Step 4	1/1/20	25	2.03	100/302	B07/3
Sebourn	Stacey	Playground Supervisor	Step Increase - Step 4	1/1/20	26	1.88	100	B07/3
Segura	Veronica	Playground Supervisor	Step Increase - Step 4	1/1/20	29	1.35	100	B07/3

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Sianez	America	Playground Supervisor	Step Increase - Step 4	1/1/20	13	0.40	100	B07/3
Solio	Alma	Playground Supervisor	Step Increase - Step 4	1/1/20	18	0.20	100	B07/3
Solorzano	Beatriz	Playground Supervisor	Step Increase - Step 4	1/1/20	27	1.78	100	B07/3
Somoza	Marie	Playground Supervisor	Step Increase - Step 4	1/1/20	26	2.03	100	B07/3
Suh	Pauline	Playground Supervisor	Step Increase - Step 4	1/1/20	23	1.00	100	B07/3
Throop	Shannon	Playground Supervisor	Step Increase - Step 4	1/1/20	15	1.65	100	B07/3
Velazquez	Maria	Playground Supervisor	Step Increase - Step 4	1/1/20	24	1.33	100	B07/3
Villasenor	Brenda	Playground Supervisor	Step Increase - Step 4	1/1/20	21	1.83	100	B07/3
Wheeler	Karen	Playground Supervisor	Step Increase - Step 4	1/1/20	13	1.00	100	B07/3
Colin	Josefina	Bus Driver	Step Increase - Step 5	1/1/20	56	5.28	565	B21/4

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Torres	Zachary	Instructional Asst./SE I	Step Increase - Step 5	1/1/20	28	6.00	122	B14/4
Lara	Edelicia	Clerical Asst. II/BB	Step Increase - Step 6	1/1/20	25	8.00	403	B20/6
Rainis	Jonathan	Instructional Asst./SE II	Step Increase - Step 6	1/1/20	29	6.00	121	B14/5
Arroyo	Gloria	Food Services Asst. I	Temp. Addt'l Hours - NTE 576 hours	1/7/20	90	4.00	606	B8/6
Acosta	Marleen	School Office Manager (WOC)	Temp. Addt'l Hours - 12 hours	12/20/20	20	8.00	304	B25/5
Spindola	Karissa	Clerical Asst. II/BB	Temp. Addt'l Hours - 16 hours	12/30/20	56	8.00	565	B20/3
Canadas	Alma	Food Services Asst. I	Temp. Addt'l Hours - 18.50 hours	1/22/20	90	2.00	606	B8/6
DeAnda	Amber	Instructional Asst./SE I	Temp. Addt'l Hours - 4/wk	1/9/20	19	3.60	126	B14/2
Cornejo	Maria	Food Services Asst. I	Temp. Addt'l Hours - 40.50 hours	12/9/19	90	2.00	606	B8/6
Koeul	Christina	Tech. & Media Asst.	Temp. Addt'l Hours - 8 hours	11/25/19	59	8.00	409	B21/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
 WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 2/24/20
 WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 3/10/20

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Ramirez	Jesus	Custodian II	Transfer from Laguna Rd to Fisler	1/13/20	53	8.00	542	B24/6
Seham	Thomas	Food Services Asst. I	WOC - FSA II	1/6/20	90	3.80	606	B12/5
Luna-Graham	Cristina	Food Services Asst. I	WOC - FSA II	1/13/20	90	2.00	606	B12/3
Stenos	Evangelia	Food Services Asst. I	WOC - FSA III	12/2/19	90	3.00	606	B16/3
Vivar	Henry	Gardener	WOC - Maintenance Worker	1/10/20	53	8.00	533	B25/4

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

_____ Chairperson

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

_____ Clerk/Secretary

CONSENT ITEM

DATE: April 14, 2020

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

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

SUBJECT: **APPROVE/RATIFY SERVICE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND POWERSCHOOL GROUP, LLC, FOR POWERSCHOOL STUDENT INFORMATION SYSTEM ENTERPRISE MANAGEMENT SERVICE FOR 2019/2020 SCHOOL YEAR**

Background: The Fullerton School District (FSD) has used PowerSchool for the student information system. Enterprise Management Service (EMS) provides an end-to-end comprehensive managed service that includes 24/7/365 environment monitoring, nightly backups and long-term storage of data, unlimited updates of PowerSchool, and infrastructure support. The services agreement is ongoing with a yearly option to renew.

Rationale: For continuity of support and student data, FSD should continue to maintain the services and support agreement with PowerSchool Group, LLC, to support the PowerSchool SIS EMS.

Funding: Total cost is not to exceed \$8,741.82 and will be paid from the Innovation and Instructional Support budget 409.

Recommendation: Approve/Ratify service agreement between Fullerton School District and PowerSchool Group, LLC, for PowerSchool Student Information System Enterprise Management Service for 2019/2020 school year.

JD:kv
Attachment



Invoice

Date 07/24/2019
 Invoice# **INV187907**
 Terms Net 30
 Due Date 08/23/2019
 EIN# 47-4429364
 Customer ID 10001769

Bill To

Accounts Payable
 Fullerton School District
 1051 W. Bastanchury Road
 Fullerton California 92833
 United States

Ship To

Accounts Payable
 Fullerton School District
 1051 W. Bastanchury Road
 Fullerton California 92833
 United States

PO#	Quote#	Sales/Renewal Rep
	Q-201251	Aidan Becker

Product Description	Qty	Unit	Tax	Unit Price	Extended Price
PS-PS-S-EMS: PowerSchool SIS Enterprise Management Service Invoice Period: 08/20/2019 - 08/19/2020	1	Students	0%	8741.82	\$8,741.82

Subtotal	Tax Total	Total (USD)
\$8,741.82	\$0.00	\$8,741.82
		Amt. Due (USD)
		\$8,741.82

To pay by credit card, please click on this link:

https://app.suitesync.io/payments/acct_1DjQQtAVmQmJDIDk/custinvc/4237098?email=false

Thank you for your business

Remit by Check (US Mail Only): PowerSchool Group LLC PO Box 398408 San Francisco, CA 94139-840	Remit by Check (Courier): Wells Fargo Lockbox Services Dept #38408 3440 Walnut Ave, Bldg A, Window H Fremont, CA 94538	Remit by Wire or ACH: Wells Fargo Bank, NA Account Name: PowerSchool Group LLC ABA Routing No: 121000248 Account No: 4633847017 SWIFT: WFBIUS6S (Include invoice number in transmission)	Customer Service: ar@powerschool.com 888-265-7641 (Toll-Free) 916-357-9934 (Fax)
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This is your annual support/subscription/hosting renewal. To avoid cancellation of your phone support, product updates or hosted products, please work with your Director of Technology or appropriate business person to approve a purchase order and payment for this annual recurring invoice. If this support is not used, please FAX a written cancellation to 916-288-1588 or renewals@powerschool.com. If we don't receive your cancellation 30 days before the start of your new term, your support/subscription/hosting will automatically renew.

Licensee shall be subject to a monthly charge of 1.5% on all amounts not paid when due (18% annually) , or, if a lower maximum rate is established by law, then such lower maximum rate.

DISCUSSION/ACTION ITEM

DATE: April 14, 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: **ADOPT/RATIFY RESOLUTION #19/20-18 AUTHORIZING AN INCREASE TO THE REVOLVING CASH FUND FROM \$50,000 TO \$100,000**

Background: The Board previously approved Resolution 01/02-40 on April 23, 2002 authorizing revolving fund at \$50,000. This fund is used for emergency reimbursements. Education Code 42800 provides that the Governing Board of any school district may increase this amount. The \$100,000 proposed is below the maximum allowed per Education Code 42800.

Rationale: This agenda item allows the increase of the Revolving Cash Fund in order to pay emergency refunds and other payments for programs that have been cancelled due to the COVID19 pandemic and school closures.

Funding: Not applicable.

Recommendation: Adopt/ratify Resolution #19/20-18 authorizing an increase to the revolving cash fund from \$50,000 to \$100,000.

RC:MG:yd
Attachment

**ADOPT/RATIFY RESOLUTION #19/20-18
REGARDING THE REVOLVING CASH FUND**

WHEREAS, the Board of Trustees have previously approved Resolution 01/02-40 on April 23, 2002 authorizing Fifty Thousand Dollars (\$50,000) for the Revolving Cash Fund;

WHEREAS, the day-to-day expenditures of an emergency nature can be paid most efficiently from a Revolving Cash Fund;

WHEREAS, there is a necessity for increasing the Revolving Cash Fund which has been established;

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. That there is a necessity for increasing the Revolving Cash Fund which has been established.
2. That the Revolving Cash Fund of the Fullerton School District be increased to One Hundred Thousand Dollars (\$100,000).

PASSED AND ADOPTED on April 14, 2020, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 14th day of April, 2020.

Clerk/Secretary of the Board of Trustees

DISCUSSION/ACTION ITEM

DATE: April 14, 2020

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

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

SUBJECT: **APPROVE MEMORANDUM OF UNDERSTANDING FOR COVID-19 TEACHER EVALUATIONS BETWEEN THE FULLERTON SCHOOL DISTRICT AND FULLERTON ELEMENTARY TEACHERS ASSOCIATION (FETA)**

Background: Due to the worldwide coronavirus pandemic that has led to the closure of the Fullerton School District, the evaluative process for certificated staff has developed some obstacles for completion. In collaboration with the Fullerton Elementary Teachers Association (FETA), the District has developed a new Memorandum of Understanding (MOU) and is requesting Board approval. This MOU will allow a certificated staff member, with administrator agreement, to continue on with their evaluation or suspend it entirely.

Rationale: This MOU will allow certificated staff and their respective administrators to make a final decision regarding this year's Reflective Evaluation process.

Funding: Not Applicable.

Recommendation: Approve Memorandum of Understanding for COVID-19 Teacher Evaluations 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)

March 26, 2020

Due to the COVID-19 crisis and the resulting temporary school closure, the Fullerton School District (FSD) and the Fullerton Elementary Teachers Association (FETA) agree to modify the certificated employee's Reflective Evaluation process as follows:

1. With **both** certificated employee and principal agreement, the certificated employee will be able to **complete their 2019-20 evaluation** this year and the administrator will provide end of year feedback and ratings for each goal of the Reflective Evaluation Form (REF). Year-End Reflections will focus on progress on goals through March 13, 2020 and the certificated employee's challenges and successes transitioning to Distance Learning.
 - a. Probationary, temporary, intern, and certificated employees under an assistance plan will be evaluated in 2020-21 as defined in the contract.
 - b. Permanent certificated employees with 3-9 years of District experience and a satisfactory REF on the 2019-20 year-end REF, will be on-cycle and evaluated again in 2021-22.
 - c. Permanent certificated employees with 10 or more years of District experience, a satisfactory REF on the 2019-20 year-end REF, along with their administrator's approval, may be provided with a one-year waiver (providing two years between evaluation cycles) and will be on-cycle for evaluation in 2022-23.
2. If a certificated employee **or** principal decides to **suspend their 2019-20 evaluation**, the existing 2019-20 REF will be deleted and not placed in the employee's personnel file, and the certificated employee will be evaluated according to the regular evaluation process/timeline as follows:
 - a. Probationary, temporary, intern, and certificated employees under an assistance plan or any teacher marked as "not on target/at -risk" on the 2019-20 mid-year REF who were on-cycle to be evaluated in 2019-20, will be evaluated in 2020-21 and will not have a REF for 2019 -20.
 - b. Permanent certificated employees who were on-cycle to be evaluated for 2019-20, with 3-9 years of District experience, will be evaluated in 2021-22 and will not have a REF for 2019-20.

- c. Permanent certificated employees who were on-cycle to be evaluated for 2019-20 with 10 or more years of District experience, will be evaluated in 2021-22 and will not have a REF for 2019-20.
3. Next year, 2020-21, all certificated employees who are scheduled to be on-cycle to be evaluated, will be evaluated per the normal evaluation schedule. Any certificated employee who was scheduled to be evaluated in 2019-20, but did not complete the REF according to #2b or #2c, will be evaluated in 2021-22. This will ensure our current staggered evaluation schedule stays the same.
4. Certificated employees who received approval for a postponement due to leaves of absence, illness, unexpected emergency, etc. prior to this MOU will be on-cycle for 2020-21.



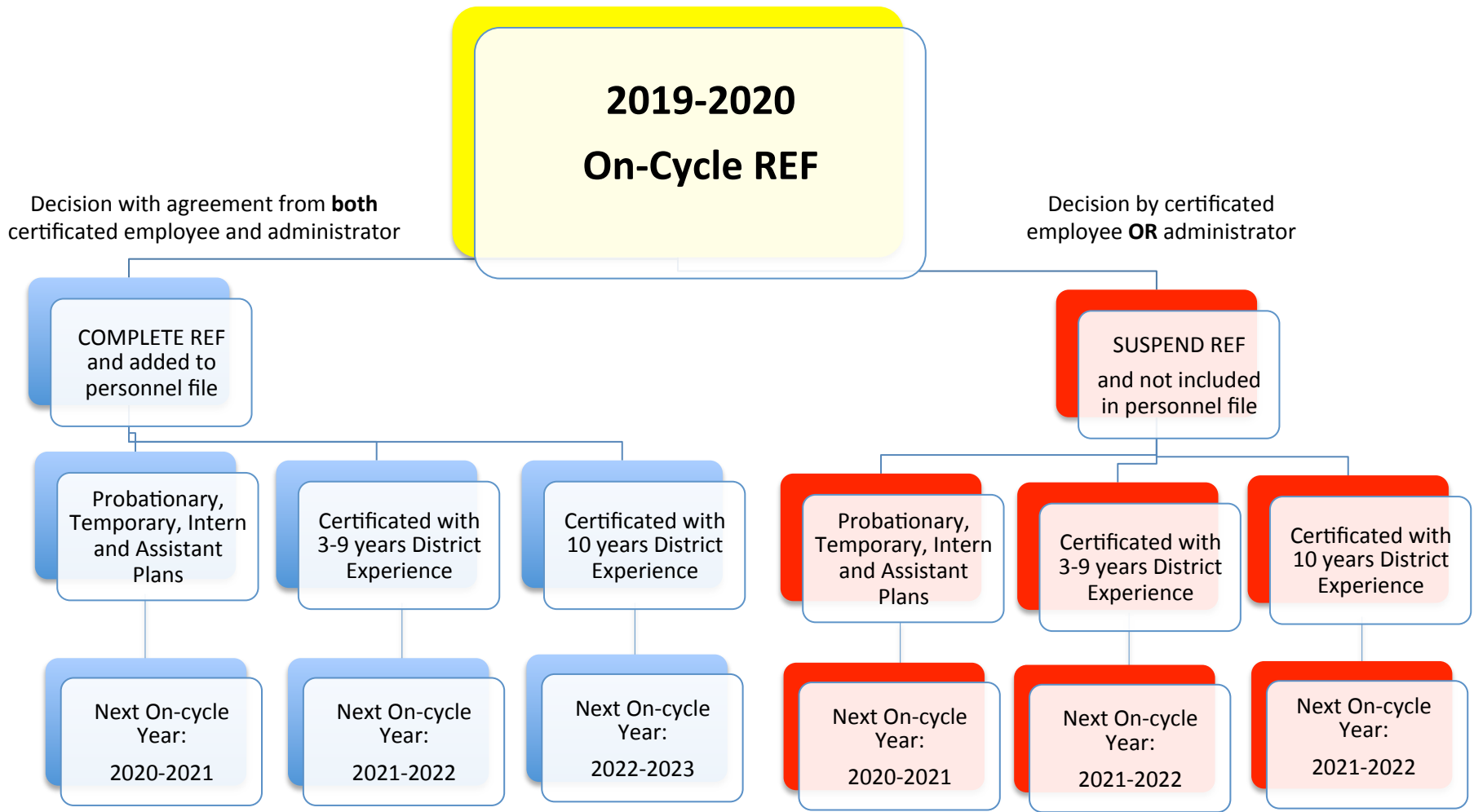
Dottie Pendleton
Negotiations Chairperson
FETA

Date: 3/26/2020



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

Date: 03/26/2020



NOTE:

- Certificated staff already scheduled to be On-cycle for 2020-2021 will proceed with the REF process as outlined in the Collective Bargaining Agreement.
- MOU not applicable to certificated staff who already have an existing postponement.

DISCUSSION/ACTION ITEM

DATE: April 14, 2020

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

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

SUBJECT: **APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN THE FULLERTON SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER 130 PURSUANT TO COVID-19 AND WORK SCHEDULES**

Background: The worldwide coronavirus pandemic that has led to the temporary closure of Fullerton School District schools and many other businesses, which has impacted many of our classified employees family members and their ability to work and receive pay. In collaboration with the District and the California School Employees Association (CSEA), and its Chapter 130, a temporary Memorandum of Understanding (MOU) for the period of Spring Break has been developed for employees who work less than 12 months. These classified employees will be permitted to claim vacation pay for their regularly scheduled hours and to be paid for extra hours worked to help the District provide meals and distance learning materials to students. Under the current bargaining agreement and pre-established work calendars, less than 12-month employees cannot exceed their daily work hours using a combination of vacation pay and extra hours worked on days they are not scheduled to work. This MOU provides for a one-time exception to this bargaining agreement provision.

Rationale: This MOU between the District and CSEA allows classified employees who work less than 12 months who worked during Spring Break to claim vacation pay for their regularly scheduled daily work hours and to be paid for extra hours worked.

Funding: Not applicable.

Recommendation: Approve Memorandum of Understanding between the Fullerton School District and California School Employees Association (CSEA) Chapter 130 pursuant to COVID-19 and work schedules.

CH:nm
Attachment

MEMORANDUM OF UNDERSTANDING

between the

Fullerton School District (FSD)

and the

California School Employees Association (CSEA)

and its

Fullerton Elementary Chapter #130

March 30, 2020

Less Than 12-Month Employees Working Additional Hours during Spring Break due to COVID-19

This Memorandum of Understanding is agreed between the Fullerton School District (District) and the California School Employees Association and its Fullerton Elementary Chapter 130 (CSEA) concerning classified employees who were not normally scheduled to work, and who worked additional hours during Spring Break 2020 due to the COVID-19 Stay Home Order issued by the Governor of the State of California.

The District and CSEA recognize the serious nature of the current COVID-19 crisis. During the Governor's Stay Home Order essential services have been mandated to be provided to students in California, specifically the provision of meals to children up to 18 years old. In order to provide these essential services, classified employees who were not normally scheduled to work were asked if they would be willing to volunteer to work additional hours and a number of classified employees volunteered to work additional hours.

Employees who volunteered to work these additional hours under normal circumstances would have put the additional hours worked onto their timesheet under "extra time" and put the time required to equal their daily hours under "vacation" so the employee's total hours between the two entries would equal their regularly worked daily hours. (For example, an employee who usually works 3.5 hours per day and agreed to work 2 additional hours per day during Spring Break would fill out their timesheet by writing 2 hours in "extra time" and 1.5 hours in "vacation" totalling 3.5 hours). This would result in the employee potentially banking more vacation hours at the end of the school year due to working the additional time over Spring Break.

The District and CSEA agree that due to the COVID 19 crisis, classified employees who were not normally scheduled to work spring break and voluntarily agreed to work additional hours any day during the period of March 23 - March 26, 2020 will be able to claim both vacation hours for their full regularly scheduled working hours and payment for the hours they worked. (For example, an employee who usually works 3.5 hours per day and agreed to work 2 hours per day during Spring Break will fill out their timesheet by writing 3.5 hours in “vacation” and 2 hours in “extra time.”)

Each employee who worked any hours during the period of March 23 - March 26, 2020 and was not scheduled to work those days as part of their work year calendar will be able to choose:

OPTION A: Claim full vacation hours plus the extra working hours (Note: All pay is at the employee's regular hourly rate or the Food Service Assistant, Step 1 Range 8 rate, whichever is higher).

OR

OPTION B: Reduce the number of vacation hours claimed and use the additional hours worked to equal the employee’s scheduled work day.

EXAMPLES (2 listed below)				
	Daily hours normally worked	Extra hours worked (list on timesheet)	Vacation hours (listed on timesheet)	Total hours employee will be paid **
OPTION A	3.5 hrs. per day	2 hrs. per day	3.5 per day	5.5 hrs. per day
OPTION B	3.5 hrs. per day	2 hrs. per day	1.5 hrs. per day*	3.5 hrs. per day
OPTION A	8.0 hrs. per day	3 hrs. per day	8.0 per day	11.0 hrs. per day
OPTION B	8.0 hrs. per day	3 hrs. per day	5.0 hrs. per day*	8.0 hrs. per day

* The classified employee will bank a greater number of vacation hours for later use.

** All hours paid will be at the employee’s regular hourly rate (overtime or time and a half will not be given if the employee claims over 8.0 hours as the total day will contain vacation time).

The employee will make this selection based on how the employee fills out the timesheet for the pay period that includes March 23 - March 26, 2020.

This is a one-time MOU and is non-precedent setting.

California School Employees Association,
Chapter 130

Fullerton School District

 3-30-2020

Al Lacuesta Date
CSEA Chapter President, Chapter #130

 3/30/2020

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

 3/31/20

Tiffany Lopez Date
CSEA Labor Relations Representative

DISCUSSION/ACTION ITEM

DATE: April 14, 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: **ADOPT RESOLUTION #19/20-19 AUTHORIZING THE IMPOSITION AND COLLECTION OF INCREASED DEVELOPER FEES ON NEW RESIDENTIAL AND COMMERCIAL/INDUSTRIAL CONSTRUCTION**

Background: On January 22, 2020, the State Allocation Board (SAB) approved an increase to Level 1 Developer Fees which is the amount a school district may charge for mitigating the impact of new residential and commercial/industrial development on school district facilities. The recently adopted Level 1 Developer Fees allows for \$4.08 per square foot of assessable space on residential property (developer fees) to be collected. Fullerton School District is not a K-12 district; therefore, the amount collected is shared with Fullerton Joint Union High School District, and Fullerton School District's share would be 2/3 or \$2.72 per square foot. The recently adopted Level 1 Developer Fees also allows for \$0.66 per square foot of commercial/industrial construction to be collected, of which Fullerton School District's share would be \$0.44 per square foot.

The ability to implement Level I fees approved by the SAB on January 22, 2020 is supported by a study entitled *Fullerton School District School Fee Justification Study*. The study has been available for public review for the required period of time, and notice of the public hearing, which must be held prior to the adoption of Resolution #19/20-19, was published twice, as required by law.

After the public hearing, staff recommends the Board adopt Resolution #19/20-19. The new fees would become effective in sixty (60) days.

Rationale: School districts collect developer fees based upon the rates set and approved by the SAB every two years. School districts may revise their fees when the SAB increases them and when justified by a mitigation study. In order to retain eligibility for future State school construction and modernization funding, the District must assess maximum fees as allowed by the SAB.

Funding: There is no cost to the District to adopt new Level 1 Developer Fees.

Recommendation: Adopt Resolution #19/20-19 authorizing the imposition and collection of increased developer fees on new residential and commercial/industrial construction.

RC:MG:yd
Attachments

RESOLUTION #19/20-19

RESOLUTION OF THE BOARD OF TRUSTEES OF THE FULLERTON SCHOOL DISTRICT APPROVING AN INCREASE IN STATUTORY SCHOOL FEES IMPOSED ON NEW RESIDENTIAL AND COMMERCIAL/INDUSTRIAL CONSTRUCTION PURSUANT TO EDUCATION CODE SECTION 17620 AND GOVERNMENT CODE SECTION 65995

WHEREAS, the Board of Trustees (“Board”) of the Fullerton School District (“District”) provides for the educational needs for Grade K-8 students; and

WHEREAS, on January 22, 2020, the State Allocation Board (“SAB”) authorized an adjustment in the statutory school fee amounts for unified school districts pursuant to Government Code Section 65995(b)(3) to Four and 8/100 Dollars (\$4.08) per square foot for assessable space of new residential construction (“Residential Statutory School Fees”) and Sixty-Six Cents (\$0.66) per square foot of chargeable covered and enclosed space for the categories of new commercial/industrial construction (“Commercial/Industrial Fees” and collectively “Statutory School Fees”), as long as such increases are properly justified by the District pursuant to law; and

WHEREAS, the District pursuant to Education Code Section 17623(a) entered into a fee sharing agreement (“Fee Sharing Agreement”) with the Fullerton Joint Union High School District (“FJUHSD”), which provides for the educational needs of students in the same jurisdictional boundaries as the District. The Fee Sharing Agreement specifies the allocation of Statutory School Fees that may be charged and collected by the District, and said agreement allows the District to charge and collect an amount approximately two-thirds (66.67%) to the District and approximately one-third (33.33%) to FJUHSD; and

WHEREAS, new residential and commercial/industrial construction continues to generate additional students for the District’s schools and the District is required to provide school facilities (“School Facilities”) to accommodate those students; and

WHEREAS, the District does not have sufficient funds available for the construction or reconstruction of the School Facilities, including construction of permanent School Facilities and acquisition of interim School Facilities, to accommodate students from new residential and commercial/industrial construction; and

WHEREAS, the Board has received and considered a report entitled, “2020 School Fee Justification Study” (“Study”), which includes information, documentation, and analysis of the School Facilities needs of the District, including: (a) the purpose of the Applicable Statutory School Fees; (b) the use to which the Applicable Statutory School Fees are to be put; (c) the nexus (roughly proportional and reasonable relationship) between the residential and commercial/industrial construction and (1) the use for Applicable Statutory School Fees, (2) the need for School Facilities, (3) the cost of School Facilities and the amount of Applicable Statutory School Fees from new residential and commercial/industrial construction; (d) a determination of the impact of the increased number of employees anticipated to result from the commercial/industrial construction (by category) upon the cost of providing School Facilities within the District; (e) an evaluation and projection of the number of students that will be generated by new residential construction; (f) the new School Facilities that will be required to serve such students; and (g) the cost of such School Facilities; and

WHEREAS, the Study pertaining to the Statutory School Fees and to the capital facilities needs of the District has been available to the public for at least ten (10) days before the Board considered at a regularly scheduled public meeting the increase in the Statutory School Fees; and

WHEREAS, all notices of the proposed increase in the Statutory School Fees have been given in accordance with applicable law; and

WHEREAS, a public hearing was duly held at a regularly scheduled meeting of the Board relating to the proposed increase in the Statutory School Fees on April 14, 2020; and

WHEREAS, as to the Statutory School Fees, Education Code Section 17621 provides that the adoption, increase or imposition of any fee, charge, dedication, or other requirement, pursuant to Education Code Section 17620 shall not be subject to the California Environmental Quality Act, Division 13 (commencing with Section 21000) of the Public Resources Code.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE FULLERTON SCHOOL DISTRICT AS FOLLOWS:

Section 1. That the Board accepts and adopts the Study.

Section 2. That the Board finds that the purpose of the Statutory School Fees imposed upon new residential construction are to fund the additional School Facilities required to serve the students generated by the new residential construction upon which the Statutory School Fees are imposed.

Section 3. That the Board finds that the Statutory School Fees imposed on new residential construction will be used only to finance those School Facilities described in the Study and related documents, and that these School Facilities are required to serve the students generated by the new residential construction within the District; and that the use of the Statutory School Fees will include construction of additional School Facilities, remodeling existing School Facilities to add additional classrooms and technology, and acquiring and installing additional portable classrooms and related School Facilities, remodeling of existing School Facilities, and additional portables to be determined based on the residence of the students being generated by such new residential construction, as well as any required central administrative and support facilities, within the District.

Section 4. That the Board finds that there is a roughly proportional, reasonable relationship between the use of the Statutory School Fees and the new residential construction within the District because the Statutory School Fees imposed on new residential construction by this Resolution will be used to fund School Facilities that will be used to serve the students generated by such new residential construction.

Section 5. That the Board finds that there is a roughly proportional, reasonable relationship between the new residential construction upon which the Statutory School Fees are imposed, and the need for the construction or reconstruction of School Facilities in the District because new students will be generated from new residential construction within the District and these students cannot be housed by the District without causing the District to incur additional costs to construct School Facilities and/or reconstruct existing School Facilities.

Section 6. That the Board finds that the amount of the Statutory School Fees imposed on new residential construction as set forth in this Resolution is roughly proportional and reasonably related to, and does not exceed the cost of, providing the School Facilities required to serve the students generated by such new residential construction within the District.

Section 7. That the Board finds that the purpose of the Statutory School Fees imposed on new commercial/industrial construction is to fund the additional School Facilities required to serve the students generated by the new commercial/industrial construction upon which the Commercial/Industrial Fees are imposed.

Section 8. That the Board finds that the Statutory School Fees imposed on new commercial/industrial construction (by category) will be used only to finance those School Facilities described in the Study and related documents and that these School Facilities are required to serve the students generated by such new commercial/industrial construction; and that the use of the Statutory School Fees will include construction of additional School Facilities, remodeling existing School Facilities to add additional classrooms and technology, and acquiring and installing additional portable classrooms and related facilities, with the specific location of new schools, remodeling of existing School Facilities, and additional portables to be determined based on the residence of the students being generated by such new commercial/ industrial construction, as well as any required central administrative and support facilities within the District.

Section 9. That the Board finds that there is a roughly proportional, reasonable relationship between the use of the Statutory School Fees and new commercial/industrial construction by category within the District because the Statutory School Fees imposed on commercial/industrial construction by this Resolution will be used to fund School Facilities which will be used to serve the students generated by such new commercial/industrial construction.

Section 10. That the Board finds that there is a roughly proportional, reasonable relationship between the new commercial/industrial construction by category, upon which the Statutory School Fees are imposed, and the need for additional School Facilities in the District because new students will be generated from new commercial/industrial construction within the District and the District does not have student capacity in the existing School Facilities to accommodate these students.

Section 11. That the Board finds that the amount of the Statutory School Fees imposed on new commercial/industrial construction by category as set forth in this Resolution is roughly proportional and reasonably related to and does not exceed the cost of providing the School Facilities required to serve the students generated by such new commercial/industrial construction within the District.

Section 12. That the Board finds that a separate fund ("Fund") of the District and two or more sub-funds ("Sub-Funds") have been created or are authorized to be established for all monies received by the District for the deposit of Statutory School Fees and mitigation payments ("Mitigation Payments") imposed on construction within the District and that said Fund and Sub-Funds at all times have been separately maintained, except for temporary investments, with other funds of the District as authorized by law.

Section 13. That the Board finds that the monies of the separate Fund or the separate Sub-Funds described in Section 12, consisting of the proceeds of Statutory School Fees and Mitigation Payments have been imposed for the purposes of constructing and reconstructing those School Facilities necessitated by new residential and/or commercial/industrial construction, and thus, these monies may be expended for all those purposes permitted by applicable law. The Statutory School Fees may also be expended by the District for the costs of performing any study or otherwise making the findings and determinations required under subdivisions (a), (b) and (d) of Section 66001 of the Government Code. In addition, the District may also retain, as appropriate, an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education Code Section 17620 for reimbursement of the administrative costs incurred by the District in collecting the Statutory School Fees.

Section 14. That the Board is hereby justified in levying the Statutory School Fees as a condition of approval of new residential development projects and imposes the Statutory School Fees on such development projects in the following amounts, which shall be adjusted pursuant to the Fee Sharing Agreement:

- a. Two and 72/100 Dollars (\$2.72) per square foot of assessable space for new residential construction, including new residential projects, manufactured homes and mobile homes as authorized under Education Code Section 17625, and including residential construction or reconstruction other than new construction where such construction or reconstruction results in an increase of assessable space, as defined in Government Code Section 65995, in excess of five hundred (500) square feet.
- b. Forty-Four Cents (\$0.44) per square foot of assessable space, for new residential construction used exclusively for the housing of senior citizens, as described in Section 51.3 of the Civil Code or as described in subdivision (k) of Section 1596.2 of the Health and Safety Code or a multi-level facility as described in paragraph 9 of subdivision (d) of Government Code Section 15432 or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

Section 15. That this Board is hereby justified in levying the Statutory School Fees as a condition of approval of new commercial/industrial construction projects and levies the Statutory School Fees on such development projects in the amount of Forty-Four Cents (\$0.44) per square foot of chargeable covered and enclosed space for all categories of commercial/industrial construction, except for properties

that are classified as rental self-storage properties, the maximum applicable Statutory School Fees that may be levied on such development projects on a per square foot of chargeable covered and enclosed space is Five Cents (\$0.05).

Section 16. That the proceeds of the Statutory School Fees established pursuant to this Resolution shall continue to be deposited into those Sub-Funds of the Funds identified in Section 12 of this Resolution, the proceeds of which shall be used exclusively for the purpose for which the Statutory School Fees are to be collected, including, as to Statutory School Fees, accomplishing any study, findings or determinations required by subdivisions (a), (b) and (d) of Section 66001 of the Government Code, or retaining an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education Code Section 17620 for reimbursement of the administrative costs incurred by the District in collecting the Statutory School Fees or in financing the described Study or in defending the imposition of Statutory School Fees.

Section 17. That the District's Superintendent, or designee, is directed to cause a copy of this Resolution to be delivered to the building officials of the City of Fullerton (the "City") and the Office of Statewide Health Planning and Development ("OSHPD") along with a copy of all the supporting documentation referenced herein and a map of the District clearly indicating the boundaries thereof, advising the City and the OSHPD that new residential and commercial/ industrial construction is subject to the Statutory School Fees changed pursuant to this Resolution and requesting that no building permit or approval for occupancy be issued by any of these entities for any new residential development project, mobile home or manufactured home subject to the Statutory School Fees absent a certification of compliance ("Certificate of Compliance") from the District demonstrating compliance of such project with the requirements of the Statutory School Fees, nor that any building permit be issued for any nonresidential construction absent a certification from this District of compliance with the requirements of the applicable Statutory School Fees.

Section 18. That the Board hereby establishes a process that permits the party against whom the Commercial/Industrial Fees are imposed the opportunity for a hearing to appeal that imposition of Commercial/Industrial Fees for commercial/industrial construction as stated in Education Code Section 17621(e)(2).

Section 19. That the Superintendent is authorized to cause a Certificate of Compliance to be issued for each development project, mobile home and manufactured home for which there is compliance with the requirement for payment of the Statutory School Fees in the amounts specified by this Resolution. In the event a Certificate of Compliance is issued for the payment of Statutory School Fees for a development project, mobile home or manufactured home and it is later determined that the statement or other representation made by an authorized party concerning the development project as to square footage is untrue or in the event the zoning is declared invalid, then such Certificate of Compliance shall automatically terminate, and the City or OSHPD shall be so notified.

Section 20. That no statement or provision set forth in this Resolution, or referred to therein shall be construed to repeal any preexisting fee or mitigation amount previously imposed by the District on any residential or nonresidential construction.

Section 21. That if any portion or provision hereof is held invalid, the remainder hereof is intended to be and shall remain valid.

Section 22. That the change in the District's Statutory School Fees will become effective sixty (60) days from the date of this Resolution unless a separate resolution increasing the fees immediately on an urgency basis is adopted by the Board.

PASSED AND ADOPTED by the Board of Trustees of the Fullerton School District on the 14th day of April, 2020.

Signed: _____
Jeanette Vazquez, President, Board of Trustees
Fullerton School District

Signed: _____
Beverly Berryman, Clerk, Board of Trustees
Fullerton School District

I, Beverly Berryman, Clerk, Board of Trustees of the Fullerton School District, do hereby certify that the foregoing was duly adopted by the Board of Trustees of such District at a regular meeting of said Board held on the 14th day of April, 2020, at which a quorum of such Board was present and acting throughout and for which notice and an agenda was prepared and posted as required by law and at which meeting all of the members of such Board had due notice and that at such meeting the attached Resolution was adopted by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

Beverly Berryman, Clerk, Board of Trustees
Fullerton School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Beverly Berryman, Clerk, Board of Trustees of the Fullerton School District, do hereby certify that the foregoing is a full, true, and correct copy of Resolution #19/20-19 of said Board, and that the same has not been rescinded, amended, or repealed.

Dated this 14th day of April, 2020.

Beverly Berryman, Clerk, Board of Trustees
Fullerton School District



Great Schools
Successful Kids

FULLERTON
SCHOOL
DISTRICT



2020 SCHOOL FEE JUSTIFICATION STUDY

MARCH 25, 2020

KOPPEL & GRUBER
PUBLIC FINANCE

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EXECUTIVE SUMMARY

Education Code Section 17620 authorizes the governing board of a school district to levy school fees to offset the impacts to school facilities from new residential and commercial/industrial construction and reconstruction. In order to levy Level I fees (statutory fees), a school district must prepare and adopt a school fee justification study pursuant to the provisions of Education Code Section 17620 and Sections 65995 and 66001 of the Government Code. The school fee justification study serves as the basis for justifying the levy of Level I fees and presents and documents the nexus findings required by State law.

This School Fee Justification Study (“Study”) has been prepared for the Fullerton School District (“School District”) to demonstrate the relationship between new residential and commercial/industrial development and the School District’s need for the construction and/or reconstruction of school facilities, the cost of the school facilities, and the per square foot amount of Level I fees (“School Fees”) that may be levied by the School District on residential and commercial/industrial development in accordance with applicable law.

The maximum School Fees authorized by Education Code Section 17620 are currently \$4.08 per square foot for residential construction/reconstruction and \$0.66 per square foot for commercial/industrial construction for unified school districts. The State Allocation Board (“SAB”) reviews and may adjust the maximum authorized School Fees every January in even-numbered years.

The School District provides education for grades kindergarten (K) through 8. Pursuant to Education Code Section 17623(a), the School District, as a nonunified school district sharing common jurisdiction with other nonunified school district(s), entered into a school facilities fee allocation agreement with the Fullerton Joint High School District. The agreement specifies the percentage of the maximum School Fees that may be levied and collected by each school district. According to the agreement, sixty-six and sixty-seven hundredths percent (66.67%) of the maximum School Fees may be charged and collected by the School District, or \$2.72 and \$0.44 for residential and commercial/industrial development, respectively (“Applicable School Fees”). Based on the findings presented in this Study, the School District is justified in collecting its portion of the maximum residential and commercial/industrial School Fees¹. The findings are summarized as follows:

RESIDENTIAL DEVELOPMENT

New residential development in the School District is projected over the next ten (10) years and beyond. Based on student generation rates determined for the School District, such development could generate an estimated 282 new students over the next ten (10) years. The school facilities cost impact per residential square foot as determined in this Study are shown in Table E-1.

The cost impacts per square foot of residential construction/reconstruction shown in Table E-1 are greater than the School District’s share of the current maximum authorized

¹ With the exception of new commercial/industrial development categorized as Rental Self-storage facilities, as further described in this Study.

residential School Fee, which is \$2.72 per square foot; therefore, the School District is reasonably justified in levying Applicable School Fees on new residential development.

**TABLE E-1
RESIDENTIAL SCHOOL FACILITIES COST IMPACTS/
APPLICABLE SCHOOL FEE PER SQUARE FOOT**

IMPACT PER SQUARE FOOT	APPLICABLE RESIDENTIAL SCHOOL FEE PER SQUARE FOOT
\$8.57	\$2.72

COMMERCIAL/INDUSTRIAL DEVELOPMENT

As commercial/industrial properties develop, new jobs are created. Many of the employees working at the new jobs will move into the School District boundaries, thereby increasing the need for new residential development and further impacting the School District’s facilities. School Fees may be imposed on commercial/industrial development if the school fees collected on residential development are insufficient to provide adequate school facilities for students generated as a result of new development and nexus findings are presented that justify the imposition of the commercial/industrial school fee.

Section 17621(e)(1)(B) of the Education Code requires that the Study determine the impact of the increased number of employees anticipated to result from commercial/industrial development upon the cost of providing school facilities within the School District. This code section further adds that employee generation estimates shall be based on the applicable employee generation estimates set forth in the January 1990 edition of “San Diego Traffic Generator Study” (“Traffic Study”), a report by San Diego Association of Governments (“SANDAG”). The school facilities cost impacts per commercial/industrial square foot as determined in this Study are shown in Table E-2 by commercial/industrial land use type (each commercial/industrial category is further described in Appendix “A”). With the exception of the cost impact applicable to commercial/industrial development classified as Rental Self-Storage, the cost impacts per square foot of commercial/industrial development are greater than or equal to the Applicable School Fees for commercial/industrial development of \$0.44 per square foot. Therefore, the School District is reasonably justified in levying the Applicable School Fees on new commercial/industrial development. The Applicable School Fees that may be imposed on the Rental Self-Storage commercial/industrial category is the net cost impact per square foot as determined herein.

TABLE E-2
COMMERCIAL/INDUSTRIAL SCHOOL FACILITIES COST IMPACTS/
APPLICABLE SCHOOL FEE PER SQUARE FOOT

COMMERCIAL/INDUSTRIAL CATEGORY	IMPACT PER SQUARE FOOT	MAXIMUM APPLICABLE SCHOOL FEE PER SQUARE FOOT
Banks	\$2.02	\$0.44
Community Shopping Center	\$1.10	\$0.44
Neighborhood Shopping Center	\$2.00	\$0.44
Industrial Business Parks	\$2.51	\$0.44
Industrial Parks/Warehousing/Manufacturing	\$0.96	\$0.44
Rental Self-Storage	\$0.05	\$0.05
Research & Development	\$2.17	\$0.44
Hospitality (Lodging)	\$0.81	\$0.44
Commercial Offices (Standard)	\$3.42	\$0.44
Commercial Offices (Large High Rise)	\$3.25	\$0.44
Corporate Offices	\$1.92	\$0.44
Medical Offices	\$3.05	\$0.44

SECTION I. LEGISLATION AND LEGAL REQUIREMENTS

This section discusses the legislative history of the Level I Fee.

A. LEGISLATIVE HISTORY

Assembly Bill (“AB”) 2926 enacted by the State in 1986, also known as the “1986 School Facilities Legislation” granted school districts the right to levy fees in order to offset the impacts to school facilities from new residential and commercial development. Originally set forth in Sections 53080 and 65995 of the Government Code, AB 2926 authorized statutory school fees to be levied, commencing January 1, 1987, in the amount of \$1.50 per square foot of new residential assessable space and \$0.25 per square foot of enclosed commercial or industrial assessable space. AB 2926 also provided for an annual increase of the statutory fees based on the Statewide cost index for Class B construction, as determined by the SAB. The provisions of AB 2926 have since been amended and expanded.

AB 1600 was enacted by the State legislature in 1987 and created Government Code Sections 66000 *et seq.* These sections require a public agency to satisfy the requirements as further discussed in Section VII herein when establishing, increasing or imposing a fee as a condition of approval for a development project.

AB 181, enacted in 1989, established new requirements for school districts levying school fees and also re-codified Government Code Section 53080 *et seq.* as Education Code Section 17620 *et seq.* The additional provisions established by AB 181 imposed more stringent nexus requirements which must be satisfied by school districts prior to levying school fees, especially with respect to commercial/industrial school fees. Additionally, AB 181 provided that the maximum school fees for residential and commercial/industrial development be subject to an increase every two (2) years rather than annually.

In 1998, Governor Wilson signed into law Senate Bill 50 (“SB 50”), the Leroy F. Greene School Facilities Act of 1998, which reformed State’s School Building Program and developer school fee legislation. A significant provision of SB 50 provides school districts the option of adopting alternative school fees (also known as Level II and Level III fees) in excess of the Level I fee upon meeting certain requirements. SB 50 also placed a \$9.2 billion State Bond measure on the November 3, 1998 ballot (Proposition 1A). With the passage of Proposition 1A in November 1998, SB 50 became operative.

SB 50 also limited the power of cities and counties to require mitigation of school facilities impacts as a condition of approving new development and suspended the court cases known as Mira-Hart-Murrieta. The Mira-Hart-Murrieta cases previously permitted school districts to collect mitigation fees in excess of school fees under certain circumstances.

On November 5, 2002, California voters passed Proposition 47, which authorized the issuance of \$13.05 billion in State bonds and also enacted AB 16, which provided for additional reformation of the School Building Program. AB 16, among other items, clarified that if the SAB is no longer approving apportionments for new construction due to the lack of funds available for new school facilities construction, a school district may increase its

Level II Fee to the Level III Fee. With the issuance of the State bonds authorized by the passage of Proposition 47, this section of AB 16 became inoperable.

Furthermore, Proposition 55 was approved on March 2, 2004, which authorized the sale of \$12.3 billion in State bonds. In addition, California voters approved Proposition 1D in the general election held on November 7, 2006. Proposition 1D authorized the issuance of \$10.4 billion in State bonds.

Most recently, California voters approved Proposition 51 (the California Public School Facility Bonds Initiative) in the general election held on November 8, 2016, authorizing the issuance of \$9 billion in bonds to fund the improvement and construction of school facilities for K-12 schools and community colleges.

SECTION II. PROJECTED UNHOUSED STUDENTS AND ESTIMATED FACILITY AND PER-STUDENT COSTS

The objective of this Study is to determine if a nexus exists between future residential and commercial/industrial development and the need for school facilities. In addition, the Study aims to identify the costs of such required school facilities and determine the amount of School Fees that can be justifiably levied on residential and commercial/industrial development according to the estimated impacts caused by such development. This section evaluates whether existing school facilities can accommodate students generated from future residential development, projects student enrollment based on anticipated residential growth, and estimates the costs of school facilities required to accommodate new residential growth. The findings determined in this section are used in following sections to evaluate the cost impact per square foot for new residential and commercial/industrial property. Although many of the figures in this section are primarily derived from residential development projections and impacts, they are adjusted in Section IV. to evaluate the impact of commercial/industrial development.

A. SCHOOL DISTRICT CAPACITY AND CURRENT STUDENT ENROLLMENT

The School District's existing school facilities capacity and student enrollment were evaluated in order to determine if there is excess capacity to house students generated by new residential and commercial/industrial development.

The School District currently operates fifteen (15) elementary school sites serving grades kindergarten through 6, three (3) junior high school sites serving grades 7 and 8, and two (2) school sites serving grades kindergarten through 8. Per Education Code Section 17071.10, these facilities have a capacity to accommodate 13,279 students. Pursuant to Education Code Section 17071.30 and SAB Regulation 1859.51, portable classrooms were not included in the calculation to the extent they are (i) leased through the State Relocatable Classroom Program, (ii) leased for a period of less than five (5) years, (iii) leased when needed as interim housing (project basis), or (iv) represent the number of portables that exceed 25% of the School District's permanent classrooms. Appendix "B" provides a calculation of the updated facility capacity.

Based on October 2019 California Longitudinal Pupil Achievement Data System (CALPADS) data, the student enrollment of the School District is 12,857 students, of which 9,783 students are at the elementary school level (grades kindergarten through 6) and 3,074 students are at the junior high school level (grades 7 and 8). Current available capacity is calculated by subtracting current student enrollment from existing school facilities capacity for each school level. This operation results in available capacity at the elementary school level and deficit capacity at the junior high school level. The capacity calculation is shown in Table 1. It should be noted these capacities are driven by State loading standards and do not necessarily reflect the School District's program goals, or the ability to shift classroom uses at the K-8 sites to accommodate students enrolled at the separate school levels.

**TABLE 1
FACILITIES CAPACITY AND STUDENT ENROLLMENT**

SCHOOL LEVEL	EXISTING PERMANENT FACILITIES CAPACITY	STUDENT ENROLLMENT (OCTOBER 2019)	AVAILABLE/ (DEFICIT) CAPACITY
Elementary School (K-6)	10,246	9,783	463
Junior High School (7-8)	3,033	3,074	(41)
TOTAL	13,279	12,857	422

B. PROJECTED UNHOUSED STUDENTS

1. Projected Residential Units

Areas within the School District are largely developed and built-out; however, opportunities exist for new development through infill and redevelopment projects. A projection of the number of new residential construction within the School District boundaries was derived from information obtained from the Planning Department of the City of Fullerton (“City”). Based on the information, it is estimated the School District could experience the development of 1,165 residential units over the next ten (10) years (“Projected Units”).

The Projected Units are summarized by residential category in Table 2 below. single-family detached units (“SFD”) are those units with no common walls; multi-family attached units (“MFA”) are those units sharing a common wall and include townhouses, condominiums, apartments, triplexes, duplexes, etc. Currently, none of the Projected Units have mitigated their impact to the School District through participation in a Community Facilities District or through execution of a mitigation agreement.

**TABLE 2
PROJECTED UNITS BY RESIDENTIAL CATEGORY**

RESIDENTIAL CATEGORY	PROJECTED UNITS
Single-Family Detached (SFD)	5
Multi-Family Attached (MFA)	1,160
TOTAL	1,165

2. Student Generation Rates

In order to calculate student generation rates (“SGRs”), Koppel & Gruber Public Finance (“K&G Public Finance”) first obtained County of Orange Assessor’s roll data from a third-party vendor. The data contained all residential parcels within the School District and provided land use class designations (i.e. condominiums, single family dwellings, etc.), physical address (situs), and number of units for many but not all parcels. Parcels in the database were classified by unit type (SFD and MFA) and the number of units applicable to these properties was researched and inputted as needed.

Since the County property data was missing unit counts for many of the residential parcels contained therein, K&G Public Finance relied on housing information from the U.S. Census Bureau¹ to estimate the total number of residential units located within the School District by residential category.

K&G Public Finance then obtained a student database from the School District, which contained student identification, grade level and physical address information for each student enrolled in the School District. The student database is reflective of student enrollment information as of October 2019. The student enrollment address information was matched to the address (situs address) information of parcels in the County property characteristic database. The number of students matched was then queried by school level and residential category. Table 3 below summarizes the SGRs by school level and residential type. The calculation of the SGRs is shown in Appendix “C” of this Study.

**TABLE 3
STUDENT GENERATION RATES**

SCHOOL LEVEL	SFD UNITS	MF UNITS
Elementary School (K-6)	0.2728	0.1837
Junior High School (7-8)	0.0867	0.0587
TOTAL	0.3595	0.2424

3. Projected Student Enrollment

Projected student enrollment was determined by multiplying the SGRs in Table 3 by the number of Projected Units as shown in Table 2. A total of 282 students are estimated to be generated from Projected Units. The projected student enrollment is summarized by school level in Table 4.

**TABLE 4
PROJECTED STUDENT ENROLLMENT BY SCHOOL LEVEL**

SCHOOL LEVEL	TOTAL PROJECTED STUDENTS
Elementary School (K-6)	214
Junior High School (7-8)	68
TOTAL	282

4. Projected Unhoused Students

As shown in Table 1, there are available seats at the elementary school level and deficit capacity at the junior high school level based on current student enrollment and existing capacity. The capacity analysis is driven by State classroom loading standards and does not consider the educational program goals and priorities of the School District, nor do the results of the capacity analysis reveal the condition and adequacy of the existing facilities to house student enrollment. As further described in this Study, capital improvements are necessary for the long-term use to adequately house the existing

¹ 2014-2018 American Community Survey 5-Year Estimates; DP04 – Selected Housing.

student population and future enrollment growth at all school levels. The facilities needs exist regardless of the availability of capacity to house student enrollment, inclusive of student enrollment generated from new development. Therefore, there are zero (0) seats available to accommodate Projected Student Enrollment from Projected Units. Table 5 shows the number of Projected Unhoused Students at each school level.

**TABLE 5
PROJECTED UNHOUSED STUDENTS**

SCHOOL LEVEL	PROJECTED STUDENT ENROLLMENT	AVAILABLE SEATS	PROJECTED UNHOUSED STUDENTS
Elementary School (K-6)	214	0	214
Junior High School (7-8)	68	0	68
TOTAL	282	0	282

C. FACILITY NEEDS AND ESTIMATED PER-STUDENT COST

1. Facilities Needs

In 2015, the School District conducted a Facilities Master Plan (“2015 Plan”). The 2015 Plan identifies both the short-range and long-range facility needs of the School District and focuses on repairs, upgrades, technology enhancements, modernization and construction of new facilities that are necessary for the continued use of the School District’s existing facilities and to meet education program needs. The costs of the short-range and long-range capital improvement projects are estimated at approximately \$233,000,000.

The 2015 Plan demonstrates capital improvement projects are necessary for the long-term use and adequate housing of student enrollment at the School District’s existing facilities. While the findings in Table 1 show overall available capacity, the 2015 Plan outlined plans to modernize or replace aging classrooms with the construction of new classroom buildings. Therefore, without implementation of the capital improvement projects adequate facilities do not exist within the School District to house student enrollment as a result of new development.

2. Estimated Cost per Student

Utilizing the estimated costs outlined in the 2015 Plan, the average estimated cost for the construction of new classrooms and/or the replacement of existing portables with permanent classrooms is \$607,491 per classroom in 2015 dollars. Adjusting such estimate to current 2020 dollars¹, plus ten percent (10%) for estimated soft and site development costs, yields an estimated cost per classroom of \$804,261, which is deemed appropriate for all school levels. This determination of the new construction cost estimated per classroom is further detailed in Appendix “D” of this Study. The new construction cost estimate per classroom is then divided by the estimated student capacity

¹ Adjusted by the State of California SAB Approved Construction Cost Index.

per classroom, which results in the estimated Total Facilities Cost Impact per Seat/Student by school level as shown in Table 6.

**TABLE 6
FACILITIES COST IMPACT PER SEAT/STUDENT**

SCHOOL LEVEL	NEW CONSTRUCTION COST ESTIMATE PER CLASSROOM	STUDENT CAPACITY PER CLASSROOM¹	FACILITIES COST IMPACT PER SEAT/STUDENT
Elementary School (K-6)	\$804,261	25	\$32,170
Junior High School (7-8)	\$804,261	27	\$29,787

¹ School capacities are determined based on State loading standards of 25 students per classroom for grades kindergarten through 6 and 27 students per classroom for grades 7 and 8.

SECTION III. PROJECTED IMPACT OF RESIDENTIAL DEVELOPMENT

The following section presents the school facilities impact analysis for new residential development and provides step-by-step calculations of the estimated per residential square foot cost impact.

Government Code Section 66001 (g) allows School Fees to include the costs attributable to the increased demand for public facilities reasonably related to the development project(s) in which the fee is imposed in order to (1) refurbish existing facilities to maintain the existing level of service or (2) achieve an adopted level of service that is consistent with the general plan. The proposed capital improvement projects outlined in the 2015 Plan are recommended because the existing facilities require upgrade or replacement for their continued long-term use, and such upgrades will benefit both existing student enrollment and student enrollment generated as a result of new residential construction; thus it is deemed reasonable and appropriate to include estimated costs as described in Section II.B when evaluating the impact per square foot as a result of Projected Unhoused Students. To determine the school facilities cost impact per square foot of residential development, first the Facilities Cost Impact per Seat/Student determined in Table 6 is multiplied by the Projected Unhoused Students as shown in Table 5 for each school level. The result of this computation is shown in Table 7 and reflects the estimated school facilities cost impact to house Projected Unhoused Students.

**TABLE 7
TOTAL FACILITIES COST IMPACT**

SCHOOL LEVEL	PROJECTED UNHOUSED STUDENTS	FACILITIES COST IMPACT PER SEAT/STUDENT	TOTAL FACILITIES COST IMPACT
Elementary School (K-6)	214	\$32,170	\$6,884,380
Junior high School (7-8)	68	\$29,787	\$2,025,516
TOTAL			\$8,909,896

The total school facilities impact shown in Table 7 above was then divided by the number of Projected Units shown in Table 2 to determine the school facilities cost per residential unit. The cost per residential unit is shown in Table 8.

**TABLE 8
SCHOOL FACILITIES COST PER RESIDENTIAL UNIT**

TOTAL FACILITIES COST IMPACT	PROJECTED UNITS	FACILITIES COST IMPACT PER RESIDENTIAL UNIT
\$8,909,896	1,165	\$7,648

The school facilities cost impact per residential square foot is calculated by dividing the school facilities cost per residential unit determined in Table 8 by the weighted average square footage of each residential unit type. This calculation is shown in Table 9 below. The weighted average square

footage of the Projected Units is estimated based on information obtained through the City and project plan information found from other sources.

TABLE 9
SCHOOL FACILITIES COST PER RESIDENTIAL SQUARE FOOT

FACILITIES COST IMPACT PER RESIDENTIAL UNIT	WEIGHTED AVERAGE SQUARE FOOTAGE	FACILITIES COST PER RESIDENTIAL SQUARE FOOT
\$7,648	892	\$8.57

The school facilities impact per residential square foot determined in Table 9 is greater than the School District’s share of the current maximum authorized residential School Fees of \$2.72 per square foot; therefore, the School District is justified in levying up to but not exceeding the maximum authorized amount for residential construction and reconstruction.

SECTION IV. COMMERCIAL/INDUSTRIAL SCHOOL IMPACT ANALYSIS

The following section presents the school facilities impact analysis for new commercial/industrial development and provides a step-by-step calculation of the estimated per commercial/industrial square foot cost impacts.

A. EMPLOYEE GENERATION

In the course of making the nexus findings to justify School Fees levied on commercial/industrial development, Education Code Section 17621(e)(1)(B) requires that the Study determine the impact of the increased number of employees anticipated to result from commercial/industrial development upon the cost of providing school facilities within the School District. As mentioned in the Executive Summary, for purposes of making such determination this code section further sets out that the employee generation estimates be based on the applicable estimates set forth in the Traffic Study published by SANDAG.

The employee generation estimates per 1,000 square feet of development derived from the Traffic Study are listed by commercial/industrial land use category in Table 10. The land use categories listed are based on those categories described in the Traffic Study and include all land uses recommended by the provisions of Education Code Section 17621(e)(1)(B).

TABLE 10
EMPLOYEE GENERATION PER 1,000 SQUARE FEET
OF COMMERCIAL/INDUSTRIAL DEVELOPMENT

COMMERCIAL/INDUSTRIAL CATEGORY	AVERAGE SQUARE FOOTAGE PER EMPLOYEE	EMPLOYEES PER 1,000 SQUARE FEET
Banks	354	2.8253
Community Shopping Center	652	1.5348
Neighborhood Shopping Center	357	2.7985
Industrial Business Parks	284	3.5156
Industrial Parks/Warehousing/Manufacturing	742	1.3473
Rental Self-Storage	15,541	0.0643
Research & Development	329	3.0408
Hospitality(Lodging)	883	1.1325
Commercial Offices (Standard)	209	4.7897
Commercial Offices (Large High Rise)	220	4.5442
Corporate Offices	372	2.6848
Medical Offices	234	4.2654

Source: San Diego Traffic Generator Study, January 1990 Edition; SANDAG.

B. RESIDENTIAL IMPACT

1. Households

To evaluate the impact of commercial/industrial development on School District facilities, the employee generation estimates listed in Table 10 were first used to determine the impact of commercial/industrial development on a per household basis. Based on information obtained from the U.S. Census Bureau¹, there are approximately 1.52 employed persons per household on average for households located within the School District. Dividing the employee generation estimates listed in Table 10 by 1.52 results in the estimated number of households per 1,000 square feet of commercial/industrial development (“Total Household Impact”).

The Total Household Impact determined in the preceding paragraph takes into consideration all employees generated from commercial/industrial development. Since some of those employees will live outside the School District and will therefore have no impact on the School District, the figures are adjusted to reflect only those households within the School District occupied by employees generated from commercial/industrial development built within the School District. Based on information derived from U.S. Census Bureau data², it is estimated that approximately 20.8 percent (20.8%) of employees both live and work within the School District. Multiplying the Total Household Impact by 20.8% results in the households within the School District impacted per 1,000 square feet commercial/industrial development. The results of these computations are shown in Table 11.

TABLE 11
IMPACT OF COMMERCIAL/INDUSTRIAL DEVELOPMENT ON
HOUSEHOLDS WITHIN THE SCHOOL DISTRICT

COMMERCIAL/INDUSTRIAL CATEGORY	SCHOOL DISTRICT HOUSEHOLDS PER 1,000 SQUARE FEET COM./IND.
Banks	0.3866
Community Shopping Center	0.2100
Neighborhood Shopping Center	0.3830
Industrial Business Parks	0.4811
Industrial Parks/Warehousing/Manufacturing	0.1844
Rental Self-Storage	0.0088
Research & Development	0.4161
Hospitality(Lodging)	0.1550
Commercial Offices (Standard)	0.6554
Commercial Offices (Large High Rise)	0.6218
Corporate Offices	0.3674
Medical Offices	0.5837

¹ 2014-2018 American Community Survey 5-Year Estimates; DP04 – Selected Housing; S0801-Commuting Characteristics (workers 16 years and over).

² 2014-2018 American Community Survey 5-Year Estimates; S0801 – Commuting Characteristics (commuting times).

C. NET IMPACT PER COMMERCIAL/INDUSTRIAL SQUARE FOOT

1. Cost Impact

To estimate the school facilities costs required to house new students as a result of additional commercial/industrial development, the Facilities Cost Impact per Residential Unit determined in Table 8 is multiplied by the household impacts calculated in Table 11, resulting in the total school facilities cost impact per 1,000 square feet of commercial/industrial development. The total school facilities cost impacts are shown in Table 12 by commercial/industrial development category.

TABLE 12
SCHOOL FACILITIES COSTS PER 1,000 SQUARE FEET OF
COMMERCIAL/INDUSTRIAL DEVELOPMENT

COMMERCIAL/INDUSTRIAL CATEGORY	SCHOOL DISTRICT HOUSEHOLDS PER 1,000 SQUARE FEET COM./IND.	FACILITIES COST IMPACT PER RESIDENTIAL UNIT (HOUSEHOLD)	TOTAL COST IMPACT
Banks	0.3866	\$7,648	\$2,957
Community Shopping Center	0.2100	\$7,648	\$1,606
Neighborhood Shopping Center	0.3830	\$7,648	\$2,929
Industrial Business Parks	0.4811	\$7,648	\$3,679
Industrial Parks/Warehousing/Manufacturing	0.1844	\$7,648	\$1,410
Rental Self-Storage	0.0088	\$7,648	\$67
Research & Development	0.4161	\$7,648	\$3,182
Hospitality(Lodging)	0.1550	\$7,648	\$1,185
Commercial Offices (Standard)	0.6554	\$7,648	\$5,012
Commercial Offices (Large High Rise)	0.6218	\$7,648	\$4,756
Corporate Offices	0.3674	\$7,648	\$2,810
Medical Offices	0.5837	\$7,648	\$4,464

2. Residential Fee Offsets

The total cost impacts determined in Table 12 represent the amounts required to fully mitigate the impact on school facilities, as a result of new commercial/industrial development within the School District. Many employees as result of new commercial/industrial development will commute from areas outside of the School District boundaries or will reside in existing homes, from which no mitigation will be received from the housing in which they reside. However, new commercial/industrial development, and thereby new employee generation, will also increase the need for new residential development to house those employees living in the School District. Applicable Residential School Fees adopted by the School District under applicable law will also be imposed by the School District on such new residential development. To prevent new commercial/industrial development from paying the portion of impact that

is mitigated by the Applicable Residential School Fees, this amount has been calculated and deducted from the school facilities impact costs calculated in Table 12.

The residential fee offsets are first calculated by using the Applicable Residential School Fee of \$2.72 per square foot and multiplying that amount by the weighted average square footage of a residential unit in the School District, which is 892 square feet. This calculation provides the average residential revenues from a residential unit of \$2,426 ($\2.72×892). The average residential revenues from a residential unit multiplied by the Household Impacts per 1,000 square feet of commercial/industrial development, as shown in Table 11, results in the residential school fee revenues per 1,000 square feet of commercial/industrial development (“Residential Fee Offset”). This computation is shown in Table 13.

**TABLE 13
RESIDENTIAL FEE OFFSET**

COMMERCIAL/INDUSTRIAL CATEGORY	HOUSEHOLDS PER 1,000 SQUARE FEET COM./IND.	RESIDENTIAL FEE OFFSET PER 1,000 SQUARE FEET COM./IND.
Banks	0.3866	\$938
Community Shopping Center	0.2100	\$510
Neighborhood Shopping Center	0.3830	\$929
Industrial Business Parks	0.4811	\$1,167
Industrial Parks/Warehousing/Manufacturing	0.1844	\$447
Rental Self-Storage	0.0088	\$21
Research & Development	0.4161	\$1,010
Hospitality (Lodging)	0.1550	\$376
Commercial Offices (Standard)	0.6554	\$1,590
Commercial Offices (Large High Rise)	0.6218	\$1,509
Corporate Offices	0.3674	\$891
Medical Offices	0.5837	\$1,416

3. Net School Facilities Costs

Subtracting the Residential Fee Offset determined in Table 13 from the total school facilities costs listed in Table 12 results in the net school facilities costs per 1,000 square feet of commercial/industrial development (“Net School Facilities Costs”). The Net School Facilities Costs are listed in Table 14.

**TABLE 14
NET SCHOOL FACILITIES COSTS
PER 1,000 SQUARE FEET COMMERCIAL/INDUSTRIAL DEVELOPMENT**

COMMERCIAL/INDUSTRIAL CATEGORY	TOTAL SCHOOL FACILITIES COSTS	RESIDENTIAL FEE OFFSET	NET SCHOOL FACILITIES COSTS
Banks	\$2,957	\$938	\$2,019
Community Shopping Center	\$1,606	\$510	\$1,096
Neighborhood Shopping Center	\$2,929	\$929	\$2,000
Industrial Business Parks	\$3,679	\$1,167	\$2,512
Industrial Parks/Warehousing/Manufacturing	\$1,410	\$447	\$963
Rental Self-Storage	\$67	\$21	\$46
Research & Development	\$3,182	\$1,010	\$2,172
Hospitality (Lodging)	\$1,185	\$376	\$809
Commercial Offices (Standard)	\$5,012	\$1,590	\$3,422
Commercial Offices (Large High Rise)	\$4,756	\$1,509	\$3,247
Corporate Offices	\$2,810	\$891	\$1,919
Medical Offices	\$4,464	\$1,416	\$3,048

The Net School Facilities Costs determined in Table 14 were then divided by 1,000¹ to provide the cost impact on a square foot basis. These cost impacts are listed in Table 15.

**TABLE 15
NET COST IMPACTS
PER SQUARE FOOT OF COMMERCIAL/INDUSTRIAL DEVELOPMENT**

COMMERCIAL/INDUSTRIAL CATEGORY	NET IMPACTS
Banks	\$2.02
Community Shopping Center	\$1.10
Neighborhood Shopping Center	\$2.00
Industrial Business Parks	\$2.51
Industrial Parks/Warehousing/Manufacturing	\$0.96
Rental Self-Storage	\$0.05
Research & Development	\$2.17
Hospitality(Lodging)	\$0.81
Commercial Offices (Standard)	\$3.42
Commercial Offices (Large High Rise)	\$3.25
Corporate Offices	\$1.92
Medical Offices	\$3.05

The net cost impacts shown in Table 15 are greater than the School District's share of the current maximum authorized commercial/industrial School Fees of \$0.44 per square foot, except for the category of Rental Self-Storage. Therefore, the School District is justified in levying commercial/industrial school fees in amount up to but not exceeding

¹ The Employee Generation rates derived from the SANDAG study are estimated per 1,000 square feet of development.

the School District's share of the maximum authorized statutory fee. For the Rental Self-Storage Commercial/Industrial category, the School District is justified in collecting an amount equal to \$0.05 per square foot.

SECTION V. OTHER CONSIDERATIONS

A. COMMERCIAL/INDUSTRIAL DEVELOPMENT NOT IN PRESCRIBED CATEGORIES

In cases where new commercial/industrial development does not fit within the prescribed categories shown in Table 10, the School District shall evaluate such development on a case-by-case basis to determine if the imposition of the School Fees on the development meets the nexus requirements set forth under Government Code Section 66000 et seq. The School District may levy School Fees on such development in an amount up to but not exceeding the cost per square foot impact determined through such evaluation.

B. AGE-RESTRICTED (SENIOR) HOUSING

Government Code Sections 65995.1 and 65995.2 provides school districts may only charge the fees applicable for commercial/industrial development for qualified age-restricted (senior citizen) housing. Qualified age-restricted housing generates employees resulting in school facility impacts similar to those impacts from other commercial/industrial categories specified herein.

SECTION VI. REDEVELOPMENT

Government Code Section 66001, subdivision (a)(3) and (4) requires that a school district, in imposing school-impact fees, establish a reasonable relationship between the fee's use, the need for the public facility and the type of development project on which the fee is imposed. This section addresses and sets forth general policy when considering the levy of school fees on new construction units resulting from redevelopment projects within the School District.

Redevelopment means voluntarily demolishing existing residential, commercial, and/or industrial structures and subsequently replacing them with new construction (“Redevelopment”). The School District is aware of Redevelopment projects completed within the School District boundaries and anticipates similar Redevelopment projects may be completed in the next ten (10) years and beyond. School fees authorized pursuant to Education Code Section 17620 and Government Code Sections 65995 et seq. shall be levied by the School District on new construction resulting from Redevelopment projects, if there is a nexus between the School Fees being imposed and the impact of new construction on school facilities, after the impact of pre-existing development has been taken into consideration. In determining such nexus, the School District shall review, evaluate and determine on a case-by-case basis, the additional impact of the proposed new development by comparing the projected square footage, student generation and cost impacts of the proposed new construction and the pre-existing residential, commercial and/or industrial development. Such analysis shall utilize the student generation rates identified in Table 3 of this Study, as applicable.

The School District may levy school fees, authorized under applicable law, on new construction resulting from Redevelopment projects in an amount up to the additional impact cost per square foot as determined in accordance with the preceding paragraph, but not exceeding the applicable school fees.

SECTION VII. GOVERNMENT CODE SECTION 66000

Government Code Sections 66000 *et seq.* were enacted by State Legislature in 1987. In any action establishing, increasing, or imposing a fee as a condition of approval of a development project, such as the Applicable Residential School Fee and Applicable Commercial/Industrial School Fees described herein (collectively referred to as the “Applicable School Fees”), these Government Code sections require the public agency to satisfy the following requirements:

1. Determine the purpose of the fee;
2. Identify the use to which the fee is to be put;
3. Determine how there is a reasonable relationship between the fee’s use and the type of development project on which the fee is imposed;
4. Determine that there is a reasonable relationship between the need for the public facilities and the type of development project on which the fee is imposed;
5. Determine that there is a reasonable relationship between the amount of the fee and the cost, or portion of the cost of the public facility attributable to the development on which the fee is imposed; and
6. Provide an annual accounting of any portion of the fee remaining unspent or held for projects for more than five (5) years after collection.

The information set forth herein, including the information contained in the Appendices attached hereto, provide factual evidence establishing a nexus between the type of development projected to be built within the School District and the amount of Applicable School Fees levied upon such development based on the need for such Applicable School Fees. The determinations made in this Study meet the requirements of Government Code Section 66000. The findings are summarized as follows:

Purpose of the School Fee

The Board of the School District will levy and collect school fees on new residential and commercial/industrial development to obtain funds for the construction and/or reconstruction of school facilities to accommodate students generated as a result of such development. In accordance with Education Code Section 17620, “construction or reconstruction of school facilities” *does not* include any item of expenditure for any of the following:

1. Regular maintenance or routine repair of school buildings and facilities;
2. Inspection, sampling, analysis, encapsulation or removal of asbestos-containing material, except where incidental to school facilities construction or reconstruction for which the expenditure of fees or other consideration collected pursuant to Education Code Section 17620 is not prohibited; and,
3. Deferred maintenance as described in Education Code Section 17582.

Identify the Use of the School Fee

The School District has determined that revenues collected from Applicable School Fees imposed on residential and commercial/industrial developments will be used for the following purposes:

1. Construction or reconstruction of school facilities required to accommodate students generated by new residential and commercial/industrial development in areas of the School District where existing school facilities are needed;
2. Construction or reconstruction of administrative and operations facilities required in response to new student growth from new development;
3. Acquisition or lease of property for unhoused students generated from new development;
4. Purchase or lease of interim and/or temporary school facilities in order to accommodate student capacity demands;
5. Furniture for use in new school facilities;
6. Costs associated with the administration, collection, and justification for the Applicable School Fees;
7. Provide local funding that may be required if the School District applies for State funding through SB 50.

The 2015 Plan outlined the proposed capital improvement projects to a number of existing school facilities. As previously noted and described herein, the Applicable School Fees will be used to provide adequate facilities for student enrollment generated Projected Units to the extent described in this Study and permitted by applicable law. Such Applicable School Fees may be used to fund, in part, the facilities needs identified in the 2015 Plan as allowable by applicable law, inclusive of those school facilities described in this Study.

Relationship Between the Use of the Fee, the Need for School Facilities and the Type of Development on Which the Fee is Imposed

As determined in the preceding sections, adequate school facilities do not exist to accommodate students generated from new residential and commercial/industrial development. The fees imposed on such new development will be used to finance the construction, reconstruction and/or expansion of school facilities required to accommodate student enrollment growth generated by new residential and commercial/industrial development.

Determination of the Relationship Between the Fee Amount and the School Facilities Costs Attributable to Type of Development on Which the Fee is Imposed

The imposition of the Applicable Residential School Fee of \$2.72 per square foot of residential development is justified, as this fee is below the per square foot cost impact to provide adequate school facilities required as a result of such new residential development.

Similarly, the imposition of the Applicable Commercial/Industrial School Fees of \$0.44 per square foot of commercial/industrial development are justified as the fees are equal to or below the estimated per square foot net cost impact to provide adequate school facilities required as a result of such new commercial/industrial development, except for Rental Self-Storage development.

Accounting Procedures for the Fees

The School District will deposit, invest, and expend the school fees imposed and collected on residential and commercial/industrial development in accordance with the provision of Government Code Section 66006.

APPENDIX A
COMMERCIAL/INDUSTRIAL DEVELOPMENT DESCRIPTIONS

Banks	Include small branch offices to regional offices used for banking. Properties under this category allow customers to conduct banking on-site.
Shopping Center	Broadly include regional, community and neighborhood shopping centers which sell merchandise and services to consumers. Include grocery stores, restaurants, retail centers, automotive sales.
Industrial Business Parks	Include any combination of facilities engaged in manufacturing/assembly, warehousing, and/or storage with 15% or more of the total area designated for commercial use.
Industrial Parks/Warehousing/Manufacturing	Include any combination of facilities engaged in manufacturing/assembly, warehousing, and/or storage with limited or no commercial use (less than 15% of the total area designated for commercial use).
Rental Self-Storage	Include warehouse developments which rent small storage vaults and often termed “mini-storage”.
Research & Development	Include scientific research and development laboratories, office and/or their supporting facilities.
Hospitality (Lodging)	Include establishments which provide lodging to the general public. Lodging types include hotels, motels, resort hotels and inns. The maximum term of occupancy for establishment within this category shall not exceed 30 days.
Commercial Offices (Standard) ¹	Include general office space occupying less than 100,000 square feet with multiple tenants.
Commercial Offices (Large High Rise) ¹	Include general office space occupying 100,000 square feet and greater with multiple tenants.
Corporate Offices	An office or office building with a single tenant.
Medical Offices	Include medical offices that serve a wide range of medical needs and may include a pharmacy. Medical offices are generally operated by one or more physicians.

¹ Office space used for activities described under banks, research and development, or medical offices should be classified under those categories.

APPENDIX B
FACILITIES CAPACITY UPDATE

**FULLERTON SCHOOL DISTRICT
FACILITIES CAPACITY UPDATE
APPENDIX B**

CLASSROOM INVENTORY¹

School Level	School Site	Permanent Classrooms	Portable Classrooms	Total Classrooms	Special Education Classrooms	General Education Classrooms
Elementary School	Acacia Elementary School	6	20	26	1	25
	Commonwealth Elementary School	23	2	25	5	20
	Fern Drive Elementary School	23	4	27	3	24
	Golden Hill Elementary School	20	11	31	3	28
	Hermosa Drive Elementary School	17	5	22	2	21
	Laguna Road Elementary School	17	6	23	1	22
	Maple Elementary School	14	12	26	2	24
	Orangethorpe Elementary School	27	12	39	2	37
	Pacific Drive Elementary School	29	7	36	3	33
	Raymond Elementary School	21	2	23	2	21
	Richman Elementary School	21	23	44	2	42
	Rolling Hills Elementary School	22	5	27	0	27
	Sunset Lane Elementary School	18	16	34	2	32
Valencia Park Elementary School	26	13	39	3	36	
Woodcrest Elementary School	24	4	28	4	24	
ELEMENTARY SCHOOL (K-6) TOTALS		308	142	450	35	416
K-8	Beechwood K-8 School	11	23	34	1	33
	Fisler K-8 School	31	3	34	0	34
K-8 SCHOOL TOTALS		42	26	68	1	67
Junior High	Ladera Vista Junior High School	29	14	43	3	40
	Nicolas Junior High School	33	11	44	6	38
	Parks Junior High School	23	15	38	2	36
JUNIOR HIGH (7-8) TOTALS		85	40	125	11	114
Total		435	208	643	47	597

¹ School District and 2015 Facilities Master Plan.

STUDENT CAPACITY (In accordance with California Code of Regulation, Title II, Section 1859.35)

Description	General Education ¹		Non Severe ²	Severe	Total
	K-6	7-8			
I. Total Classroom Inventory	467	130	47	-	644
II. Permanent Classrooms					435
III. Portable Classrooms					210
IV. 25% of Permanent Classrooms					109
V. Adjustment (III. Minus IV.)	73	22	7	-	101
IV. Total (I. minus V.)	394	108	40	-	543
Student Capacity³	9,850	2,916	514	-	13,280

¹ Classrooms located at K-8 school sites were allocated based on October 2017 enrollment figures.

² All Special Use Classrooms have been categorized as Non-Severe.

³ School capacities are determined based on loading factors of 25 pupils per classroom for grades kindergarten through 6, 27 pupils per classroom for grades 7 and 8, 9 pupils per classroom for severe pupils and 13 pupils per classroom for non-severe pupils as set forth in the California Code of Regulation, Title II, Section 1859.35.

ESTIMATED STUDENT CAPACITY BY SCHOOL LEVEL

Description	K-6	7-8	Total
General Education	9,850	2,916	12,766
Proration of Non Severe Capacity	396	117	513
Proration of Severe Capacity	-	-	-
Total	10,246	3,033	13,279

APPENDIX C

STUDENT GENERATION RATES

Student Generation Rates (SGRs) used in this Study are based on information obtained from the County of Orange Assessor’s Office, student enrollment data from the School District and U.S. Census Bureau data.

A property database reflective of the County of Orange 2019/20 Assessors’ roll was obtained via a third-party vendor. The property database contains property information for parcels within the School District, including land use class information (i.e. condominiums, single family dwellings, etc.). Parcels in the database were classified by unit type (SFD, MFA) based on the County’s land use class designations, and further research as necessary. Since the property data information obtained from the County was missing unit counts for many of the residential parcels contained therein, K&G Public Finance relied on housing information derived from U.S. Census Bureau data¹ to estimate the total number of residential units located within the School District. The residential units identified in the U.S. Census Bureau data were also classified by property type (SFD and MFA).

A student enrollment database was obtained from the School District and was reflective of student enrollment information as of October 2019. The student enrollment address information was matched to the address (situs address) information of parcels in the County’s property characteristic database. The number of students matched was then queried by school level and residential category. Students could not be matched if they were inter-district or they did not have a valid physical address (e.g. only P.O. Box was listed). Mobile homes are not considered in the SGR determination, including the students matched to the mobile home land use, and therefore have been omitted². The determination of the SGRs is summarized in Tables C-1 and C-2.

Table C-1
Single Family Detached (SFD)
Student Generation Rates

SCHOOL LEVEL	STUDENTS MATCHED	SFD UNITS	SGR BY SCHOOL LEVEL
Elementary School (K-6)	6,186	22,675	0.2728
Junior High School (7-8)	1,967	22,675	0.0867
TOTAL	8,153	NA	0.3596

¹ 2014-2018 American Community Survey 5-Year Estimates; DP04 – Selected Housing.

² Education Code Section 17625 sets forth the prerequisites that must be met before school districts may levy school fees on mobile homes. Since it is often difficult to determine and make projections relating to mobile homes that meet those requirements, the mobile home category is omitted from this analysis.

**Table C-2
Multi-Family (MFA)
Student Generation Rates**

SCHOOL LEVEL	STUDENTS MATCHED	MFA UNITS	SGR BY SCHOOL LEVEL
Elementary School (K-6)	2,864	15,592	0.1837
Junior High School (7-8)	916	15,592	0.0587
TOTAL	3,780	NA	0.2424

In order to evaluate students generated from future households by school level, the student generation rates determined in Table C-1 and C-2 above (also summarized in Table 3 of this Study) were used. These student generation rates are listed by residential category and by school level.

**Table C-3
Student Generation Rates**

SCHOOL LEVEL	SFD UNITS	MFA UNITS
Elementary School (K-6)	0.2728	0.1837
Junior High School (7-8)	0.0867	0.0587
TOTAL	0.3595	0.2424

The student generation rates for each residential category listed in Table C-3 were blended into a single student generation rate for each school level based on the percentage allocation of unmitigated Projected Units. The percentage allocations are shown in Table C-4.

**Table C-4
Allocation of Projected Units by Residential Category**

RESIDENTIAL CATEGORY	PROJECTED UNITS	PERCENTAGE ALLOCATION
SFD	5	0.43%
MFA	1,160	99.57%
TOTAL	1,165	100.00%

The Blended Student Generation Rates were determined by applying the percentage allocations, the results of which are shown in Table C-5.

**Table C-5
Blended Student Generation Rates**

SCHOOL LEVEL	BLENDED STUDENT GENERATION RATE ¹
Elementary School (K-6)	0.1841
Junior High School (7-8)	0.0588
TOTAL	0.2429

¹ May not compute due to slight rounding differences.

APPENDIX D
ESTIMATED FACILITIES COSTS

**FULLERTON SCHOOL DISTRICT
ESTIMATED FACILITIES COSTS
APPENDIX D**

ESTIMATED FACILITIES COSTS¹

School Level	School Site	New Construction/ Replacement Cost	Number of Replacement Classrooms
Elementary School	Acacia Elementary School	\$0	0
	Commonwealth Elementary School	\$0	0
	Fern Drive Elementary School	\$0	0
	Golden Hill Elementary School	\$8,796,800	9
	Hermosa Drive Elementary School	\$0	0
	Laguna Road Elementary School	\$0	0
	Maple Elementary School	\$0	0
	Orangethorpe Elementary School	\$0	0
	Pacific Drive Elementary School	\$0	0
	Raymond Elementary School	\$0	0
	Richman Elementary School	\$4,980,000	8
	Rolling Hills Elementary School	\$4,357,500	7
	Sunset Lane Elementary School	\$7,900,000	11
	Valencia Park Elementary School	\$5,955,000	10
Woodcrest Elementary School	\$0	0	
K-8	Beechwood K-8 School	\$11,200,000	25
	Fisler K-8 School	\$0	0
Junior High	Ladera Vista Junior High School	\$2,980,000	6
	Nicolas Junior High School	\$0	0
	Parks Junior High School	\$0	0
Administration Center/Nutrition Services		\$0	0
Total		\$46,169,300	76

¹ Source: 2015 Facilities Master Plan.

Description	Amount
Total New Construction/Replacement Costs	\$46,169,300
No. of Classrooms	76
Average Cost Per Classroom	\$607,491
Inflation Adjustment (2015 to 2020) ²	120.36%
Estimated Cost per Classroom (2018 Dollars)	\$731,146
Estimated Soft Costs	10%
Total Cost per Classroom	\$804,261

² Based on the percentage change in the State of California SAB Approved Construction Cost Index.

APPENDIX E
NOTICE OF PUBLIC HEARING

FULLERTON SCHOOL DISTRICT

NOTICE OF PUBLIC HEARING

**NOTICE OF CONSIDERATION OF APPROVING AN INCREASE
IN STATUTORY (LEVEL 1) SCHOOL FEES IMPOSED ON NEW
RESIDENTIAL AND COMMERCIAL/INDUSTRIAL
CONSTRUCTION PURSUANT TO GOVERNMENT CODE
SECTION 65995 AND EDUCATION CODE SECTION 17620**

NOTICE IS HEREBY GIVEN that the Board of Trustees (“Board”) of the Fullerton School District (“School District”) at its regular board meeting to be held in the Board Room at the District Administration Building, 1401 West Valencia Drive, on Tuesday, April 14, 2020 at approximately 5:00 p.m. or soon thereafter, will consider approving an increase in statutory school fees (“Level I School Fees”) that may be imposed on new residential and commercial/industrial construction located within the boundaries of the School District pursuant to Government Code Section 65995 and Education Code Section 17620. Specifically, the Board will consider approving maximum Level I School Fees of (i) \$2.72 per square foot for assessable space of new residential construction and (ii) up to \$0.44 per square foot of chargeable covered and enclosed space for categories of new commercial/industrial construction.

A report entitled “School Fee Justification Study” was prepared pursuant to and in accordance with applicable law, which includes information and analysis demonstrating the relationship between new residential and commercial/industrial development and the School District’s need for the construction of school facilities, the estimated cost of the school facilities, and justification for the levy of Level I School Fees on new residential and commercial/industrial development.

The School Fee Justification Study and any related documents regarding the proposed adoption of the Level I School Fees are available for public review during normal business hours at the School District’s administrative office, located at 1401 West Valencia Drive, Fullerton, CA 92833.

Questions and/or comments should be directed to Dr. Robert R. Coghlan, Assistant Superintendent, Business Services at (714) 447-7412.

APPENDIX F
EXCERPT FROM STATE ALLOCATION BOARD AGENDA –
2020 LEVEL I FEES

INDEX ADJUSTMENT ON THE ASSESSMENT FOR DEVELOPMENT

PURPOSE OF REPORT

To report the index adjustment on the assessment for development, which may be levied pursuant to Education Code Section 17620.

DESCRIPTION

The law requires the maximum assessment for development be adjusted every two years by the change in the Class B construction cost index, as determined by the State Allocation Board (Board) at its January meeting. This item requests that the Board make the adjustment based on the change reflected using the RS Means index.

AUTHORITY

Education Code Section 17620(a)(1) states the following: “The governing board of any school district is authorized to levy a fee, charge, dedication, or other requirement against any construction within the boundaries of the district, for the purpose of funding the construction or reconstruction of school facilities, subject to any limitations set forth in Chapter 4.9 (commencing with Section 65995) of Division 1 of Title 7 of the Government Code.”

Government Code Section 65995(b)(3) states the following: “The amount of the limits set forth in paragraphs (1) and (2) shall be increased in 2000, and every two years thereafter, according to the adjustment for inflation set forth in the statewide cost index for class B construction, as determined by the State Allocation Board at its January meeting, which increase shall be effective as of the date of that meeting.”

BACKGROUND

There are three levels that may be levied for developer’s fees. The fees are levied on a per-square foot basis. The lowest fee, Level I, is assessed if the district conducts a Justification Study that establishes the connection between the development coming into the district and the assessment of fees to pay for the cost of the facilities needed to house future students. The Level II fee is assessed if a district makes a timely application to the Board for new construction funding, conducts a School Facility Needs Analysis pursuant to Government Code Section 65995.6, and satisfies at least two of the requirements listed in Government Code Section 65995.5(b)(3). The Level III fee is assessed when State bond funds are exhausted; the district may impose a developer’s fee up to 100 percent of the School Facility Program new construction project cost.

STAFF ANALYSIS/STATEMENTS

A historical comparison of the assessment rates for development fees for 2016 and 2018 are shown below for information. According to the RS Means, the cost index for Class B construction increased by 7.64, during the two-year period from January 2018 to January 2020, requiring the assessment for development fees to be adjusted as follows beginning January 2020*:

RS Means Index Maximum Level I Assessment Per Square Foot

	2016	2018	2020
Residential	\$3.48	\$3.79	\$4.08
Commercial/Industrial	\$0.56	\$0.61	\$0.66

*Assembly Bill 48 (O'Donnell) includes provisions related to development fees. In the event that Proposition 13 is approved by the voters in March 2020, the provisions of Assembly Bill 48 will take effect and may change the fee amounts above for certain types of development projects.

RECOMMENDATION

Increase the 2020 maximum Level I assessment for development in the amount of 7.64 percent using the RS Means Index to be effective immediately.

DISCUSSION/ACTION ITEM

DATE: April 14, 2020

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

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

SUBJECT: **APPROVE THE PUBLIC ANNOUCEMENT OF MR. THOMAS REMINSKY AS THE BOARD OF TRUSTEES' INTENDED APPOINTEE TO THE PERSONNEL COMMISSION TO FILL THE UNEXPIRED TERM UNTIL DECEMBER 2021**

Background: The District's Personnel Commission is comprised of three (3) representatives: a Board of Trustees' appointee, a Personnel Commission appointee, and a Classified School Employees Association (CSEA) appointee. Personnel Commissioners are appointed for staggered three (3) year terms. The Personnel Commission oversees the Merit System for Classified Employees.

The vacancy on the Board of Trustees' appointee to the Personnel Commission became vacant mid-term. The District issued a public notice requesting applications to fill the unexpired term until December, 2021. After consideration of all applicants, it is recommended that the Board of Trustees publicly announce Thomas Reminiskey as their intended appointee in accordance with E.C. 45246 (b)(2).

On May 12, 2020, the Board of Trustee will hold a public hearing to receive input from the public, employees and employee organizations prior to consideration of final action for an appointment to the Personnel Commission (E.C. 45256 (d)).

Rationale: California Education Code Article 6 Sections 45256 establish the procedures to fill the Board of Trustees' unexpired term of the vacant position on the Fullerton School District Personnel Commission.

Funding: Cost shall be \$50 per meeting and not to exceed \$250 per month from the Personnel Commission budget.

Recommendation: Approve the public announcement of Mr. Thomas Reminisky as the Board of Trustees' intended appointee to the Personnel Commission to fill the unexpired term until December 2021.

CH:nm

DISCUSSION/ACTION ITEM

DATE: April 14, 2020

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

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

SUBJECT: APPROVE/RATIFY PURCHASE OF 500 APPLE iPADS FOR 2019/2020 SCHOOL YEAR

Background: The District is currently working to ensure every 4th-8th grade student has a working iPad for online learning. While we have enough iPads out in student hands, we need larger inventory to ensure repair and replacement of iPads. With social distancing, we are often swapping iPads when students come for tech support rather than attempting to repair on-site.

Rationale: The District wants to ensure that we have enough devices to repair and replace all student devices in 4th-8th grade through the end of the school year. This purchase may also allow for us to extend online learning to 3rd grade based on the results of our phone calls to every family member.

Funding: Total cost is not to exceed \$165,000 and will be paid from the Unrestricted General Fund.

Recommendation: Approve/Ratify purchase of 500 Apple iPads for 2019/2020 school year.

JD:kv
Attachment

Apple Inc. Education Price Quote

Customer: Bob Mastrodonato
FULLERTON SCHOOL DISTRICT
Phone: 714-447-7472
email:
bob_mastrodonato@fullertonsd.org

Apple Inc: Jimmy Morgan
5505 W Parmer Lane
Bldg 7
Austin, TX 78727
Phone: +1-512-6746496
email: jimmy_morgan@apple.com

Apple Quote: 2206191117

Quote Date: Tuesday, March 31, 2020

Quote Valid Until: Thursday, April 30, 2020

Quote Comments:

Please reference Apple Quote number on your Purchase Order.

Row #	Details & Comments	Qty	Unit List Price	Extended List Price
1	Personalized 10.2-inch iPad Wi-Fi 32GB – Space Gray (10-pack) Part Number: BP842LL/A Personalized 10.2-inch iPad Wi-Fi 32GB – Space Gray (10-pack) Part Number: PW7L2LL/A Quantity: 500 Engraving: Fullerton School District PO#	50	\$2,940.00	\$147,000.00

Edu List Price Total	\$147,000.00
- eWaste Fee / Recycling Fee	\$2,000.00
- Additional Tax	\$0.00
- Estimated Tax	\$11,392.50
- Total Tax	\$11,392.50
Extended Total Price*	\$160,392.50

*In most cases Extended Total Price does not include Sales Tax
*If applicable, eWaste/Recycling Fees are included. Standard shipping is complimentary

Complete your order by one of the following:

- This document has been created for you as Apple Quote ID 2206191117. Please contact your institution's Authorized Purchaser to submit the above quote online. For account access or new account registration, go to <https://ecommerce.apple.com>. Simply go to the Quote area of your Apple Education Online Store, click on it and convert to an order.
 - For registration assistance, call 1.800.800.2775
- If you are unable to submit your order online, please send a copy of this Quote with your Purchase Order via email to institutionorders@apple.com. **Be sure to reference the Apple Quote number on the PO to ensure expedited processing of your order.**
 - For more information, go to provision C below, for details.

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- ALL SALES ARE FINAL. PLEASE REVIEW RETURN POLICY BELOW IF YOU HAVE ANY QUESTIONS. IF YOU USE YOUR INSTITUTION'S PURCHASE ORDER FORM TO PLACE AN ORDER IN RESPONSE TO THIS QUOTE, APPLE REJECTS ANY TERMS SET OUT ON THE PURCHASE ORDER THAT ARE INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF YOUR AGREEMENT WITH APPLE.
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 - BILL-TO NAME AND ADDRESS FOR YOUR APPLE ACCOUNT
 - PHYSICAL SHIP-TO NAME AND ADDRESS (NO PO BOXES)
 - PURCHASE ORDER NUMBER
 - VALID SIGNATURE OF AN AUTHORIZED PURCHASER
 - APPLE PART NUMBER AND/OR DESCRIPTION OF PRODUCT AND QUANTITY
 - TOTAL DOLLAR AMOUNT AUTHORIZED OR UNIT PRICE AND EXTENDED PRICE ON ALL LINE ITEMS
 - CONTACT INFORMATION: NAME, PHONE NUMBER AND EMAIL
- UNLESS THIS QUOTE SPECIFIES OTHERWISE, IT REMAINS IN EFFECT UNTIL Thursday, April 30, 2020 UNLESS APPLE WITHDRAWS IT BEFORE YOU PLACE AN ORDER, BY SENDING NOTICE OF ITS INTENTION TO WITHDRAW THE QUOTE TO YOUR ADDRESS SET OUT IN THE QUOTE.
 - APPLE MAY MODIFY OR CANCEL ANY PROVISION OF THIS QUOTE, OR CANCEL ANY ORDER YOU PLACE PURSUANT TO THIS QUOTE, IF IT CONTAINS A TYPOGRAPHIC OR OTHER ERROR.
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Opportunity ID: 1800003826322

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DISCUSSION/ACTION ITEM

DATE: April 14, 2020

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

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

SUBJECT: **APPROVE/RATIFY PURCHASE OF 600 WIFI INTERNET HOTSPOTS FROM ORANGE COUNTY DEPARTMENT OF EDUCATION FOR 2019/2020 SCHOOL YEAR**

Background: The Fullerton School District (FSD) was approached by the Orange County Department of Education to join a consortium purchase for needed Internet HotSpots. This consortium was able to get devices with a fast turnaround time (2 weeks) vs the 4-6 weeks that FSD had been quoted by others.

Rationale: The District moved forward with this consortium purchase in order to receive the Internet HotSpots as quickly as possible.

Funding: Total cost is not to exceed \$170,000 and will be paid from the Unrestricted General Fund.

Recommendation: Approve/Ratify purchase of 600 WiFi Internet HotSpots from Orange County Department of Education for 2019/2020 school year.

JD:kv