

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

REGULAR MEETING OF THE BOARD OF TRUSTEES
NOTICE TO THE PUBLIC

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

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

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

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

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

FULLERTON SCHOOL DISTRICT
Minutes of the Regular Meeting of the Board of Trustees
Tuesday, January 14, 2020
5:30 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

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

President Jeanette Vazquez called a Regular meeting of the Fullerton School District Board of Trustees to order at 5:33 p.m. and Trustee Aaruni Thakur 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 5:34 p.m., the Board recessed to Closed Session for: •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 6:02 p.m. and recessed from Open Session at 6:03 p.m. to conduct recognitions at the Educational Leadership Center.

Recognitions:

National Blue Ribbon Schools 2020: The National Blue Ribbon Schools award recognizes educators, families and communities who diligently work together to create safe and welcoming schools. The U.S. Department of Education has awarded six Orange County public schools 2019 Blue Ribbons, the nation's top honor for individual campuses based on academic achievement. Two schools were from the Fullerton School District. Acacia Elementary and Robert C. Fisler School were both recognized as Exemplary High Performing Schools and had the honor to receive the award in Washington D.C. along with the Superintendent and Board Member.

Apple Distinguished Schools for 2019-2022: Apple Distinguished Schools are recognized for their innovation and leadership to inspire creativity, collaboration, and critical thinking in a technology-rich environment. The Apple iBook application captures the school's vision, student learning, professional learning, learning spaces, along with research practices and results. Fullerton School District is pleased to announce that Robert C. Fisler School and Valencia Park Elementary School have been named Apple Distinguished Schools for 2019-2022.

California Distinguished Schools 2020: The California Distinguished Schools program recognizes schools with outstanding educational programs and practices. Out of 35 schools in Orange County, three schools in the Fullerton School District were selected to receive this prestigious recognition. Join me in congratulating Acacia Elementary, Laguna Road Elementary and Robert C. Fisler School.

Fullerton Pop Warner Junior Varsity was undefeated during the 2019 season. The team traveled to Las Vegas in December 2019 where they played Santa Ana and won 24-6. The team was lead by head coach Randy Terrance who always made sure his players knew that school comes before football. He helped guide any players who struggled and always made sure he was fair to the players who put in the effort on his team.

Helene Morris, Director of Administrative Services, presented Catch Me at My Best recipients: Brooke Webb, Kevin Kobayashi, Christine Stolo, Leslie Corsini, Edilicia Lara, Kristianna Laam, Lisa Wilhite, Any Jahn, Pam Chow, and Noemi Lopez. Each recipient was recognized for a Fullerton School District Core Value.

Jeremy Davis (Assistant Superintendent of Innovation and Instructional Support) and Trustee Sugarman announced Dr. Bob Pletka is the recipient of the Prakken Professional Cooperation Award from the International Technology and Engineering Educators Association (ITEEA). This award is presented to an individual who, through teaching, research, and professional service, has promoted the field of technology and engineering education in collaboration with other fields of discipline.

The Board resumed Open Session at 6:56 p.m. and President Vazquez reported there was no report from Closed Session.

Jennifer Lee from the US Census Bureau presented information regarding the census. The Constitution mandates the population be counted every ten years. The Census Bureau is required to keep information confidential. All responses provided on the 2020 Census questionnaire or to a Census Bureau employee are confidential and protected under Title 13 of the U.S. Code. A timeline was shared of how the Census Bureau will be sending invitations and contacting the public.

Superintendent's Report

On behalf of the Superintendent, Dr. Rob Coghlan shared information regarding solar panel installation. Dr. Coghlan shared that on January 8, 2020, the District held the first of five community informational meetings regarding solar at Beechwood School. Three neighbors from Beechwood attended along with one neighbor from Sunset Lane Schools attended. At all of FSD sites, placement was limited due to DSA requirements, fire lanes, future construction, modernization, and non-interference with trees and buildings for maximum sun exposure. When placing the solar panels at Beechwood and Sunset Lane, the District consulted with the principal and staff at each school to determine the best placement for running instructional programs. At Beechwood School it was agreed by the principal and staff that the final placement of the panels was best for the physical education program and also maximized the grass area play space for students during recess and lunch. At Sunset Lane, two arrays were placed: One to replace the old lunch shelters and one on the grass area closer to the multi-purpose room for shade during recess and lunch. Future community informational meetings regarding solar will be held on: January 16, 2020 (Nicolas JHS), January 22, 2020 (Parks JHS), January 30, 2020 (Ladera Vista JHS of the Arts), and February 5, 2020 (Fisler School). Representatives from PFMG Solar will be present at all meetings.

Information from the Board of Trustees

Trustee Meyer- She welcomed staff back from the Winter Recess.

Trustee Thakur- He welcomed staff back from the Winter Recess and is looking forward to many upcoming events.

Trustee Berryman – She, too, welcomed staff back from Winter Recess; She commended FSD junior high school's opening their doors to share information and tours with 6th grade parents and their students; in addition, FSD shares with parents information about open house informational nights for the high schools at FJUHSD. Trustee Berryman expressed her appreciation for the wellness classes being offered districtwide to staff.

Trustee Sugarman– She shared information about a fundraising event “Raze the Roof” on January 25, 2020, for Measure J. She stated the Fullerton Education Foundation awarded numerous staff grant awards on January 13, 2020 including \$30,000 to help fund FSD FEST.

President Vazquez –no report.

Information from DELAC, PTA, FETA, CSEA, FESMA

DELAC– Egleth Nuncci- She thanked Julienne Lee (Assistant Superintendent of Educational Services) Rossana Fonseca (Coordinator for Educational Services), and Sue Albano (Director of Educational Services) for their ongoing support of DELAC. She also thanked Executive Cabinet and the Board of Trustees for supporting FSD parents. She shared the two upcoming DELAC meetings: February 21, 2020 (Robert C. Fisler School) and April 24, 2020 (Orangethorpe School)

PTA Council – Wendy Allen- She wished everyone a great new year and reported various schools participated in the Pathways of Hope to provide gifts and/or gift cards for families in need during the holidays. The program touched the lives of over 2000 students in the Fullerton community. She thanked the sites for their participation.

FETA –Pamela Zinnel- She stated that FETA is endorsing the District's effort for the passage of Measure J in the March 2020 ballot. She stated the majority of the schools are over 50 years old. She briefly shared that the third PBIS Think Tank meeting was held on January 30, 2020 where PBIS coaches, administrators, and teachers come together to discuss at most-risk students and continue working on strategies to support these students. The newly pre-school committee will meet in the following week to address the needs and concerns of preschool.

CSEA – Terry Gonzalez- She congratulated FSD on being awarded the Top Workplace in Orange County for the 2nd year in a row. CSEA attended the Top Workplace Dinner alongside other FSD staff. CSEA has been receiving positive feedback regarding the new hydration stations that were installed at various school sites. The Innovation and Instructional Support Department is preparing for FSD Fest on February 1, 2020 and she encouraged everyone to attend this amazing event showcasing many passions and talents of FSD students.

FESMA –Robin Gilligan- She reported the Every Student Succeeding event will be held on January 16, 2020.

Public Comments:

Kathy Gjevre, Kristopher Gjevre, Maria Cardona (homeowners) expressed their concerns with the location of solar panels at Beechwood School.

Paulette Chaffee (community member) thanked the District for being a partner with All the Arts for All the Kids; All the Arts for All the Kids celebrated their 25th year of the Art Auction (previously named the Pin Auction). She applauded FSD for growing PBIS throughout the district. She attended an informational presentation at Woodcrest School that provided information regarding vaping and e-cigarettes.

Approve Minutes

It was moved by Janny Meyer seconded by Aaruni Thakur and carried 5-0 to approve minutes of the Regular meeting on December 10, 2019.

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

Consent Items

Moved by Aaruni Thakur, seconded by Janny Meyer, and carried 5-0 to approve the consent items. The Board commented on consent item #1b, and 1h.

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 N22C0040 through N22C0046, N22D0248 through N22D0266, N22E0176 through N22E0215, N22M0197 through N22M0211, N22R0759 through N22R0837, N22S0008 through N22S0010, N22T0023 through N22T0026, N22V0088 through N22V0095, N22X0371 through N22X0376, N22Y0079 through N22Y0082, N22M0056, N22M0084, N22M0102, N22M0118, N22M0177, N22R0096, N22R0290, N22R0427 through N22R0428, N22R0650, N22X0021, N22X0023, N22X0055, N22X0130, N22X0165, N22X0198, N22X0282, N22X0290, N22X0292, N22X0314, N22X0324, N22X0327 through N22X0328, N22X0356, N22X0358, N22X0367, N22Y0058, N22Z0014, N22Z0071, and N22Z0074 for the 2019/2020 school year.

N22R0674 through N22R0758, N22S007, N22T0022 through N22T0023, N22V0076 through N22V0087, N22X0364 through N22X0370, N22Y0077 through N22Y0078, N22E0155 through N22E0175, N22M0183 through N22M0196, N22R0544 through N22R0673 (for the period of 10/25/2019 through 11/22/2019).

1d. Approve/Ratify Nutrition Services purchase orders numbered 220328 through 220381 for the 2019/2020 school year.

1e. Approve/Ratify warrants numbered 125480 through 125988 for the 2019/2020 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 14032 through 14091 for the 2019/2020 school year.

1g. Approve Substitute Teacher pay rate effective January 15, 2020.

1h. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 2 (October 1, 2019 – December 31, 2019).

1i. Approve Five-Year Contract with Spectrum to provide a 10Gbps fiber optic circuit from each school to the Fullerton School District Office effective July 1, 2020 through June 30, 2024.

1j. Approve out-of-state conference attendance for Wes Kriesel and Pablo Diaz to attend the National Association of Broadcasters (NAB) show in Las Vegas, Nevada, April 18-22, 2020.

1k. Approve service agreement between Fullerton School District and Level Data, for managed service and State Data Validation Suite for the 2019/2020 school year.

1l. Adopt resolutions numbered 19/20-B019 through 19/20-B021 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1m. Approve agreement with Nigro & Nigro, PC, to perform auditing services for the Fullerton School District for the fiscal years 2019/2020 through 2020/2021.

1n. Approve contract for the purchase of technology equipment and peripherals from Irvine Unified School District piggyback Bid No. 19/20-01 IT awarded to CDW Government, LLC. through December 31, 2021.

1o. Approve contract between Fullerton School District and JFK Transportation Co., Inc., to provide transportation for field trips, effective January 15, 2020, through June 30, 2020.

1p. Approve/Ratify agreement emergency cross lot drainage between Fullerton School District and Melia Homes – Via Amor Project.

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

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

1s. Approve Agreement between Fullerton School District and Momentum In Teaching to provide professional development for Writers Workshop training at Sunset Lane School on February 24-25, 2020.

1t. Approve out-of-state conference attendance for two Child Development Services staff members to attend the Opal School Summer Symposium 2020 in Portland, Oregon, June 17-20, 2020.

1u. Approve/Ratify out-of-state conference attendance for Orangethorpe School staff to attend the Rock and Roll Forever Foundation Gala, Manhattan, New York, November 21-25, 2019.

1v. Approve/Ratify Addendum to Agreement between Fullerton School District and Summit View School DBA STEM3 Academy OC effective January 15, 2020 through June 30, 2020.

1w. Approve/Ratify Classified Personnel Report.

1x. Approve Resolution #19/20-11 recognizing January 20, 2020 as Dr. Martin Luther King, Jr. Day.

Discussion/Action Items:

2a. Approve/Ratify Memorandum of Understanding (MOU) between the Fullerton School District and Fullerton Elementary Teachers Association on Sick Leave for the 2019/2020 school year.

It was moved by Hilda Sugarman, Janny Meyer, and carried 5-0 to Approve/Ratify Memorandum of Understanding (MOU) between the Fullerton School District and Fullerton Elementary Teachers Association on Sick Leave for the 2019/2020 school year.

2b. Approve/Ratify Memorandums of Understanding (MOU) between the Fullerton School District and Fullerton Elementary Teachers Association on Extracurricular Activity for the 2019/2020 school year.

It was moved by Hilda Sugarman, seconded by Aaruni Thakur and carried 5-0 to Approve/Ratify Memorandums of Understanding (MOU) between the Fullerton School District and Fullerton Elementary Teachers Association on Extracurricular Activity for the 2019/2020 school year

2c. Hear presentation and accept the 2018/2019 Audit Report.

Peter Glenn, from the firm Nigro, Nigro & White, PC presented and briefly discussed the 2018/2019 audit results. It was then moved by Janny Meyer, seconded by Aaruni Thakur and carried 5-0 to accept the 2018/2019 Audit Report.

Administrative Reports:

3a. First Reading of Revised Pupil Attendance Calendars for the 2021/2022 School Year.

Dr. Chad Hammitt, Assistant Superintendent of Personnel Services, shared this is the first reading. The Board asked Dr. Hammitt to reach out and discuss creating a joint calendar committee with the Fullerton Joint High School District. No action needed.

3b. First Reading of New and Revised Board Policies

New:

Personnel

BP 4151, 4251, 4351 – Employee Compensation

BP 4218 – Dismissal/Suspension/Disciplinary Action (Merit System)

Revised:

Personnel

BP 4033 – Lactation Accommodation

BP 4216 – Probationary/Permanent Status

Students

BP 5131.2 – Bullying

This is the first reading of New and Revised Board Policies. Approval for these Board Policies will be presented to the Board at the February 11, 2020, Board Meeting.

3c. California School Dashboard State Indicators and English Learner roadmap Board report.

Sung Chi, Educational Services Director, discussed the California School Dashboard and indicators. Sue Albano, Trang Lai, Rossana Fonseca, and Helene Morris assisted Mr. Chi with the presentation.

The English Learner Roadmap report was postponed to the February 11, 2020, Board Meeting.

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

Trustee Meyer stated she would be absent for the February 11, 2020, Board Meeting.

President Vazquez adjourned the Regular meeting on January 14, 2020, at 10:00 p.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, February 11, 2020
6:00 p.m. Open Session

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

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

Introduction/Recognition

Rolling Hills School Report

SARB Recognitions

Jill Riley, California Middle Schools Region 11 Teacher of the Year

Jacqueline Gallardo-Hoffmaster, Professional School Counselor

Catch Me at My Best Recipients

Above and Beyond Recipients

Superintendent's Report

Information from the Board of Trustees

Information from DELAC, PTA, FETA, CSEA, FESMA

Public Comments

Public Comments/Persons Addressing the Board – Policy

The Board meeting follows rules of decorum. Per Board Bylaw 9323, 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 January 14, 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 N22C0047 through N22C0051, N22D0267 through N22D0275, N22E0179 through N22E0221, N22M0212 through N22M0231, N22R0838 through N22R0882, N22S0011, N22V0096 through N22V0107, N22X0377 through N22X0378 for the 2019/2020 school year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 220382 through 220437 for the 2019/2020 school year.

1e. Approve/Ratify warrants numbered 125989 through 126429 for the 2019/2020 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 14092 through 14144 for the 2019/2020 school year.

1g. Approve renewal agreement with eFileCabinet effective February 12, 2020 through February 28, 2021.

1h. Approve/Ratify New Retainer Agreement for legal services with Lozano Smith, Attorneys at Law, effective January 21, 2020 through June 30, 2020 and adjusted rate effective July 1, 2020.

1i. Approve/Ratify warrant numbered 1127 for the 2019/2020 school year.

1j. Approve/Ratify warrant numbered 1210 for the 2019/2020 school year.

1k. Adopt resolutions numbered 19/20-B022 through 19/20-B024 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1l. Approve the agreement for the digitizing and indexing for the collection of documents between Fullerton School District and ARC Document Solutions.

1m. Approve Contract for the purchase of DSA preapproved shade structures from Fullerton Joint Union High School District piggybackable bid No. 1819-11 awarded to Shade Structure, Inc. DBA USA Shade and Fabric Structures, through June 30, 2024.

1n. Approve Notice of Completion for New Dimension General Construction for the demolition and removal of three (3) wood structure roof/lunch shelters, twelve (12) concrete columns and a large metal structure at Richman Elementary School.

1o. Approve Notice of Completion for KYA Services, LLC for Valencia Park Elementary Playfield Improvements Re-Bid.

1p. Award contract for Transportation Department Modular Building, FSD-19-20-MF-03 RE-BID, for the installation of a new modular classroom building to BuiltALL Construction.

1q. Approve Independent Contractor Agreement with Paul Flowers, 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.

1r. Approve/Ratify Classified Personnel Report.

1s. Approve Renewed Placement Agreement with Brandman University effective March 1, 2020, through March 1, 2023.

1t. Approve MOU between Fullerton School District, California Emerging Technology Fund, and Human I-T affordable home Internet access program from February 15, 2020 through February 15, 2021.

1u. Approve agreement between the Fullerton School District and Sky Technology Solutions for the purchase of district wide cabling services, beginning July 1, 2020 through June 30, 2024.

1v. Approve New Partnership Agreement between the Fullerton School District and PermissionClick.

1w. Approve out-of-state attendance for twenty students and six coaches to attend the Speech and Debate Nationals in Albuquerque, New Mexico, from June 13-20, 2020.

1x. Approve/Ratify California State Preschool Program (CSPP) Quality Rating and Improvement System (QRIS) Block Grant, Agreement Number: 49779, between Orange County Superintendent of Schools and Fullerton School District effective July 1, 2019 through June 30, 2020.

1y. Approve out-of-state conference attendance for Maria Escobar (Cotsen Mentor), Judith Beleber, Georgina Mojica (Cotsen Fellows at Raymond), and Danielle Bagger (Cotsen Fellow at Laguna Road) to attend the Teachers College Writing Institute at Columbia University in New York from June 22-26, 2020.

1z. Approve Independent Contractor Agreement between Fullerton School District and Parent Education Bridge for Student Achievement Foundation (PEBSAF) to provide ongoing training for parent technology classes at Maple School from March 12, 2020 through May 21, 2020.

1aa. Approve out-of-state conference for three Educational Services staff to attend the Advanced Placement (AP) Annual conference in Boston, MA, from July 16-19, 2020.

1bb. Approve/ratify out-of-state attendance for Ladera Vista Junior High School of the Arts teacher, Darcy Blake, to attend the American Association of Teachers of French Conference in Philadelphia, PA, from July 14-17, 2019.

1cc. Approve Agreement between Fullerton School District and Growing Educators to provide professional development for Beechwood teachers on February 25, 2020, February 27, 2020, and April 8, 2020.

1dd. Approve out-of-state conference for Nicolas Junior High School Band Director, Patrick Mora, to attend the Texas Music Educators Association Convention in San Antonio, Texas, from February 12-15, 2020.

1ee. Approve Agreement between Fullerton School District and Fullerton Education Foundation to provide professional development for Marzano HRS training with Dr. Phil Warrick at Sunset Lane School on May 8, 2020.

1ff. Approve adoption of Discovery Education's *Science Techbook* for grades Transitional Kindergarten (TK) – 6th grade to support implementation of the California State Standards (CA-NGSS).

1gg. Approve/Ratify Addendum for staff to attend the out-of-state "National Blue Ribbon Schools Award Ceremony" in Washington, DC, from November 13-16, 2019.

1hh. Approve out-of-state conference for two Educational Services staff to attend the National Math Summit in Chicago, Illinois, from April 27-29, 2020.

1ii. Approve out-of-state conference for nine staff members to attend the McMicken School in the Highline School District in Seattle, Washington, on April 28, 2020.

1jj. Adopt Resolution #19/20-13 recognizing March 31, 2020, as Cesar Chavez Day.

1kk. Approve out-of-state conference for Dr. Robert Pletka to attend the International Technology and Engineering Educators Association (ITEEA) Conference in Baltimore, Maryland, from March 12-14, 2020.

Discussion/Action Items:

2a. Approve new and revised Board Policies

New:

Personnel

BP 4151, 4251, 4351 – Employee Compensation

BP 4218 – Dismissal/Suspension/Disciplinary Action (Merit System)

Revised:

Personnel

BP 4033 – Lactation Accommodation

BP 4216 – Probationary/Permanent Status

Students

BP 5131.2 – Anti-Bullying

2b. Approve Pupil Attendance Calendar for the 2021/2022 school year.

2c. Approve Emergency Resolution #19/20-12 to approve entering into contracts for services related to Laguna Road Elementary School.

Administrative Report:

3a. First Reading of 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

Presentation
English Learner Roadmap

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, March 10, 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.

CONSENT ITEM

DATE: February 11, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects stipend(s), resignation(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 FEBRUARY 11, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
	Avila	Christina	Certificated Personnel	Substitute Teacher	New Hire		1/30/20
762	Jeong	Yong-In J.	Orangethorpe	Teacher	New Hire	Class II, Step 1	1/29/20
634	Jeske	Jessica	Ladera Vista	Teacher	New Hire	Class II, Step 1	2/5/20
	Rojas	Alondra	Certificated Personnel	Substitute Teacher	New Hire		1/15/20
669	Sinisi	Dwight	Nicolas	Teacher	New Hire	Class IV, Step 11	1/15/20
707	Teowee	Sarah	Sunset Lane	Focus Teacher	New Hire	Class I, Step 1	2/6/20
	Collins	Breanna	Raymond	Teacher	Resignation		2/28/20
	Serna	Guillermo	Student Support	Psychologist	Resignation		2/7/20
773	Acosta	Erin	Sunset Lane	Teacher	Stipend	Approve stipend of \$750 for certificated employee to provide extra help as Robot Nation Coach. Stipend to be paid at the end of May 2020. Budget #0111627101-1101	02/03/20-05/04/20
689	Bustamante	Janette	Beechwood	Teacher	Stipend	Approve stipend of \$600 for certificated employee to coach Soccer. Budget #0130411409-1901	10/23/19-01/15/20
774	Chung	Kacey	Sunset Lane	Teacher	Stipend	Approve stipend of \$750 for certificated employee to provide extra help as Robot Nation Coach. Stipend to be paid at the end of May 2020. Budget #0111627101-1101	02/03/20-05/04/20
688	Garcia	David	Ladera Vista	Teacher	Stipend	Approve stipend of \$600 for certificated employee to coach Soccer. Budget #0130417409-1901	11/06/19-01/15/20
670	Haynes	Monica	Parks	Teacher	Stipend	Approve stipend of \$600 for certificated employee to coach Soccer. Budget #0130423409-1901	11/01/19-12/20/19
670	Hecht	Geoff	Parks	Teacher	Stipend	Approve stipend of \$600 for certificated employee to coach Soccer. Budget #0130423409-1901	11/01/19-12/20/19
672	Hecht	Geoff	Parks	Teacher	Stipend	Approve stipend of \$1,000 for certificated employee to work as Intramural Sports Coordinator per 12/13/19 MOU with FETA. Stipend to be paid on May 31, 2020. Budget #0130423409-1901	08/12/19-05/29/20
689	Koerth	Kurt	Beechwood	Teacher	Stipend	Approve stipend of \$600 for certificated employee to coach Soccer. Budget #0130411409-1901	10/23/19-01/15/20
688	Park	Stephani	Ladera Vista	Teacher	Stipend	Approve stipend of \$600 for certificated employee to coach Soccer. Budget #0130417409-1901	11/06/19-01/15/20
730	Pettinicchio	Susan	Golden Hill	Teacher	Stipend	Approve stipend of \$120 for involuntary classroom change during 19/20 summer. Budget #0130415109-1101	06/03/19-08/09/19
730	Villalobos	Christine	Golden Hill	Teacher	Stipend	Approve stipend of \$120 for involuntary classroom change during 19/20 summer. Budget #0130415109-1101	06/03/19-08/09/19

CONSENT ITEM

DATE: February 11, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
SUBJECT: **ACCEPT GIFTS AND AUTHORIZE DISTRICT STAFF TO EXPRESS THE BOARD OF TRUSTEES' APPRECIATION TO ALL DONORS**

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

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

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

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

RC:yd
Attachment

FULLERTON SCHOOL DISTRICT
Gifts: February 11, 2020

SITE	DONOR	RELATIONSHIP	DONATION TYPE	PURPOSE	AMOUNT
Acacia	Tritone Music Academy	Community Partner	Monetary Donation	School donation	\$200.00
Acacia	Box Tops for Education	Community Partner	Monetary Donation	Donation	\$497.30
Acacia	Acacia PTA	Community Partner	Monetary Donation	Donation	\$145.44
Acacia	Kroger	Community Partner	Monetary Donation	School Donation	\$83.03
Beechwood	Beechwood School Foundation	Community Partner	Monetary Donation	Experiential Learning, Music/Arts, Subscriptions	\$61,000.00
Commonwealth	Lifetouch National School Studios	Community Partner	Monetary Donation	Supplies	\$74.00
Fern Drive	Fullerton Education Foundation	Community Partner	Monetary Donation	1st Grade Field trip to Rancho Wildlife	\$620.00
Fern Drive	Fern Drive PTA	PTA	Monetary Donation	Classroom field trips	\$6,000.00
Fern Drive	Lifetouch	Community Partner	Monetary Donation	Teacher/Classroom supplies	\$252.00
Fern Drive	Box Tops for Education	Community Partner	Monetary Donation	Teacher/Classroom supplies	\$251.10
Fern Drive	Fullerton Education Foundation	Community Partner	Monetary Donation	5th Grade Field trip to Riley's Farm	\$2,525.00
Fern Drive	Fullerton Education Foundation	Community Partner	Monetary Donation	Transitional Kindergarten Field trip to Pretend City	\$1,200.00
Golden Hill	Golden Hill PTA	PTA	Monetary Donation	ASB 6th Grade Camp	\$258.90
Golden Hill	Golden Hill PTA	PTA	Monetary Donation	Playground equipment and umbrellas for school climate	\$1,000.00
Golden Hill	Life Touch	Community Partner	Monetary Donation	School Climate program	\$282.00
Hermosa Drive	Lifetouch National School Studios	Community Partner	Monetary Donation	Commission check for Fall pictures	\$158.00
Innovation & Instructional Support	Fullerton Education Foundation	Community Partner	Monetary Donation	FSD Fest Event	\$30,000.00
Maple	Fullerton Education Foundation	Community Partner	Monetary Donation	Culturally Relevant Literature Grant	\$1,320.30
Maple	Fullerton Education Foundation	Community Partner	Monetary Donation	Astrocamp Grant	\$8,000.00
Maple	Box Tops for Education	Community Partner	Monetary Donation	Supplies	\$162.80
Maple	Education Foundation of Orange County	Community Partner	Monetary Donation	Robotics and Coding in Kindergarten Grant	\$4,946.91
Maple	Maple Elementary PTA	PTA	Monetary Donation	School donation	\$4,000.00
Orangethorpe	Medi Revv	Community Partner	Monetary Donation	Pay off Negative Student Lunch Balances	\$2,300.00
Orangethorpe	Lifetouch	Community Partner	Monetary Donation	Student Materials and Supplies	\$177.00

Orangethorpe	Howard Lee	Parent	Monetary Donation	Multiage program field trip donation	\$80.00
Parks JHS	The Filling Station	Parent	Monetary Donation	Physical Conditioning Donation	\$50.00
Parks JHS	Gary Simkins	Parent	Monetary Donation	After School Sports Donation	\$100.00
Parks JHS	James H. Kim	Parent	Monetary Donation	After School Sports Donation	\$100.00
Parks JHS	Hye Young Ryu	Parent	Monetary Donation	After School Sports Donation	\$100.00
Parks JHS	Lifetouch National School Studios	Community Partner	Monetary Donation	Schoolwide Donation	\$101.00
Parks JHS	Presbyterian Women's Fellowship	Community Partner	Monetary Donation	Donation to Parks Band	\$200.00
Raymond	Box Tops for Education	Community Partner	Monetary Donation	ASB Student Council	\$335.30
Raymond	Raymond PTA	PTA	Monetary Donation	ASB Outdoor Education	\$8,694.09
Richman	Fullerton Education Foundation	Community Partner	Monetary Donation	5th Grade Field trip to Crystal Cove State Park	\$3,420.00
Richman	Orange County Community Foundation	Community Partner	Monetary Donation	4th Grade Mission Trip	\$1,500.00
Richman	Medi Revv	Community Partner	Monetary Donation	Pay off Negative Student Lunch Balances	\$2,300.00
Richman	Lori Sherman	Staff	Monetary Donation	Library Books	\$504.59
Rolling Hills	Alastair and Diana Dawson	Parent	Monetary Donation	ASB Fine Arts MP3 Class	\$220.00
Rolling Hills	Box Tops for Education	Community Partner	Monetary Donation	Student Activities/Supplies	\$421.00
Rolling Hills	Kroger	Community Partner	Monetary Donation	Student Activities/Supplies	\$43.93
Rolling Hills	Rolling Hills PTA	PTA	Monetary Donation	Outdoor Education	\$402.25
Sunset Lane	Fullerton Education Foundation	Community Partner	Monetary Donation	Maker Space	\$8,000.00
Sunset Lane	American Heart Association	Community Partner	Monetary Donation	Physical Education Kids Heart Challenge	\$100.00
Valencia Park	Valencia Park PTA	PTA	Monetary Donation	Field trip transportation buses	\$3,000.00
Visual and Performing Arts Program	McCoy Mills Ford	Community Partner	Monetary Donation	All the Arts for All the Kids Program	\$1,000.00
Visual and Performing Arts Program	McCoy Mills Ford	Community Partner	Monetary Donation	All the Arts for All the Kids Program	\$1,000.00
Woodcrest	Lifetouch National School Studios	Community Partner	Monetary Donation	Supplies	\$54.00

CONSENT ITEM

DATE: February 11, 2020

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

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

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

SUBJECT: APPROVE/RATIFY PURCHASE ORDERS NUMBERED N22C0047 THROUGH N22C0051, N22D0267 THROUGH N22D0275, N22E0179 THROUGH N22E0221, N22M0212 THROUGH N22M0231, N22R0838 THROUGH N22R0882, N22S0011, N22V0096 THROUGH N22V0107, N22X0377 THROUGH N22X0378 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 N22C0047 through N22C0051, N22D0267 through N22D0275, N22E0179 through N22E0221, N22M0212 through N22M0231, N22R0838 through N22R0882, N22S0011, N22V0096 through N22V0107, N22X0377 through N22X0378 for the 2019/2020 school year.

RC:MG:yd
Attachment

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 02/11/2020

FROM 12/27/2019 TO 01/23/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22C0047	CA CHILDREN AND FAMILIES COMMI	1,750.94	1,750.94	1231019101 5210	Preschool Instruction / Conferences and Meetings
N22C0048	ASSOC OF CA SCHOOL ADMINISTRAT	475.00	475.00	0130417279 5210	LCFF Base Admin Ladera Vista / Conferences and
N22C0049	CORWIN PRESS INC	590.47	590.47	0138455229 5210	Ed Svcs Instr Staff Dev / Conferences and Meetings
N22C0050	ORANGE CNTY DEPARTMENT OF EDUC	420.23	420.23	0140155239 5210	Curriculum Development Discret / Conferences and
N22C0051	PLACER COUNTY OFFICE OF EDUCAT	754.25	754.25	0130223101 5210	LCFF Supplemental Instr Parks / Conferences and Meetings
N22D0267	BARNES AND NOBLE INC	213.97	213.97	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22D0268	ORIENTAL TRADING COMPANY	53.05	53.05	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
N22D0269	US GAMES	633.19	633.19	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplies
N22D0270	MAGANA EDUCATION SERVICES LLC	900.00	900.00	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
N22D0271	PERMA BOUND	5,393.03	5,393.03	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
N22D0272	OFFICE DEPOT BUSINESS SERVICE	124.11	124.11	0153050799 4350	Business Administration DC / Materials and Supplies
N22D0273	BSN SPORTS	667.71	667.71	0130423129 4310	LCFF Base Physical Educ Parks / Materials and Supplies
N22D0274	PERMA BOUND	647.12	647.12	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
N22D0275	BSN SPORTS	591.57	591.57	0130423129 4310	LCFF Base Physical Educ Parks / Materials and Supplies
N22E0179	ADAMS, HAEIN	131.55	131.55	0142054261 4350	Spec Ed Parent Participation / Materials and Supplies
N22E0216	ASCARI, PATRICIA	100.10	100.10	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
N22E0217	WATKINS, JODI	138.78	138.78	0130425109 4310	LCFF Base Instruction Richman / Materials and Supplies
N22E0218	MIZUNO, NANCY	100.70	100.70	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22E0219	HALSTEAD, KIMBERLEY	378.00	378.00	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22E0220	GEE, TRICIA	186.97	186.97	0111623101 4310	Donation Instr Parks / Materials and Supplies Instr
N22E0221	LOMELLI, ANITA	231.59	231.59	0111912101 4310	Phelps Grant Commonwealth / Materials and Supplies Instr
N22M0212	R TURNER ASSOCIATES LLC	1,592.98	1,592.98	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
N22M0213	KYA SERVICES LLC	5,008.32	5,008.32	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
N22M0214	AMBIENT ENVIRONMENTAL INC	150.00	150.00	0153353859 5805	Maintenance Facilities DC / Consultants

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
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N22M0215	AMBIENT ENVIRONMENTAL INC	300.00	300.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0216	AMBIENT ENVIRONMENTAL INC	4,500.00	4,500.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0217	AMBIENT ENVIRONMENTAL INC	5,800.00	5,800.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0218	AMBIENT ENVIRONMENTAL INC	2,600.00	2,600.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0219	AMBIENT ENVIRONMENTAL INC	6,000.00	5,700.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
			300.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0220	TMA SYSTEMS LLC	525.00	525.00	0153353819 5810	Plant Maintenance DC / Data Processing Services
N22M0221	SIGLER WHOLESALE DISTRIBUTORS	450.37	450.37	0153353819 4360	Plant Maintenance DC / Materials and Supplies Other
N22M0222	NEW DIMENSIONS GENERAL CONSTRU	7,002.41	7,002.41	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
N22M0223	JAM FIRE PROTECTION INC	6,462.00	6,462.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0224	KNOWLAND CONSTRUCTION SERVICES	110,000.00	110,000.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0225	NATIONAL CONSTRUCTION RENTALS	2,005.56	2,005.56	0153353859 5899	Maintenance Facilities DC / Other Expenses
N22M0226	PROGRESSIVE SURFACING	14,588.68	14,588.68	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0227	KYA SERVICES LLC	2,219.09	2,219.09	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
N22M0228	KYA SERVICES LLC	53,060.52	53,060.52	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
N22M0229	NEXT LEVEL ELEVATOR	1,752.00	1,752.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0230	MONTGOMERY HARDWARE COMPANY	1,567.37	1,567.37	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
N22M0231	MONTGOMERY HARDWARE COMPANY	1,285.52	1,285.52	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
N22R0838	NEED4TEES	1,330.71	1,330.71	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
N22R0839	AMAZON.COM	29.82	29.82	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
N22R0840	DISCOVERY SCIENCE CENTER	1,008.00	1,008.00	0130655223 5805	Peer Assistance Review Prog / Consultants
N22R0841	AMAZON.COM	38.78	38.78	0113154101 4310	Low Incidence / Materials and Supplies Instr
N22R0842	AMAZON.COM	1,186.26	1,186.26	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
N22R0843	SNO SITES	400.00	400.00	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
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N22R0844	KATIE'S CREATIVE GIFTS	538.75	538.75	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
N22R0845	CDW.G	553.02	553.02	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies
N22R0846	ORANGE CNTY DEPARTMENT OF EDUC	1,441.50	1,441.50	0111610101 5850	Donation Instr Acacia / Admission Fees
N22R0847	MAVERICKLABEL.COM	683.21	683.21	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
N22R0848	ADVANCED TECHNOLOGIES INC.	2,499.00	2,499.00	0121220101 5805	Title I Nicolas Instruction / Consultants
N22R0849	AREY JONES EDUCATIONAL SOLUTIO	150.00	150.00	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
N22R0850	AMAZON.COM	102.17	102.17	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
N22R0851	AMAZON.COM	247.81	247.81	0113054101 4310	Resource Specialist Program / Materials and Supplies Instr
N22R0852	AMAZON.COM	5,206.21	850.21	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
			4,356.00	0181224101 4310	Instr Mat Lottery Raymond Inst / Materials and Supplies
N22R0853	HEINEMANN WORKSHOPS	2,880.00	2,880.00	0130411109 5805	LCFF Base Instr Beechwood / Consultants
N22R0854	BRAINPOP LLC	3,345.00	3,345.00	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
N22R0855	READYREFRESH	234.55	234.55	0152657719 4350	Superintendent Discret / Materials and Supplies Office
N22R0856	AMAZON.COM	43.71	43.71	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
N22R0857	APPLE COMPUTER INC	412.37	412.37	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
N22R0858	OTICON MEDICAL LLC	224.42	224.42	0113154101 4310	Low Incidence / Materials and Supplies Instr
N22R0859	PHILIP FOLSOM PROGRAMS LLC	2,500.00	2,500.00	1234052101 5805	Qty Rating Impr Sys Instr / Consultants
N22R0860	IMAGINAVI INC	549.53	549.53	0152757789 4350	Administrative Assistant DC / Materials and Supplies
N22R0861	HENRY SCHEIN INC	89.65	89.65	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22R0862	SCHOLASTIC READING CLUB	1,000.46	1,000.46	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22R0863	DIGITAL PROMISE	3,500.00	3,500.00	0152657719 5310	Superintendent Discret / Dues and Memberships
N22R0864	AMAZON.COM	471.45	471.45	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Instr
N22R0865	AMAZON.COM	388.65	388.65	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22R0866	BABA THE STORYTELLER	1,225.00	1,225.00	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
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N22R0867	*** CONTINUED ***				
N22R0867	YOUTHTRUTH STUDENT SURVEY	46,940.00	46,940.00	0152557709 4310	Board Discret / Materials and Supplies Instr
N22R0868	CALIFORNIA STATE UNIVERSITY FU	14,150.93	14,150.93	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
N22R0869	AMAZON.COM	407.08	407.08	0125554341 4310	LEA Medi Cal Reimb Health Svcs / Materials and Supplies
N22R0870	CDW.G	9,800.00	9,800.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
N22R0871	APPLE COMPUTER INC	160.55	160.55	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22R0872	PARENT EDUCATION BRIDGE FOR	2,844.00	2,844.00	0121220101 5800	Title I Nicolas Instruction / Other Contracted Services
N22R0873	CDW.G	10,953.54	10,953.54	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
N22R0875	AMAZON.COM	263.31	263.31	0130655223 4310	Peer Assistance Review Prog / Materials and Supplies Instr
N22R0876	AMAZON.COM	277.13	277.13	0142054201 4310	Special Ed Administration / Materials and Supplies Instr
N22R0877	ENVIRONMENTAL NATURE CENTER	792.00	792.00	0111618101 5850	Donation Instruction Laguna Rd / Admission Fees
N22R0878	AMAZON.COM	21.54	21.54	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
N22R0879	CDW.G	163.44	163.44	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22R0880	APPLE COMPUTER INC	9.70	9.70	0113154101 4310	Low Incidence / Materials and Supplies Instr
N22R0881	AMAZON.COM	573.08	573.08	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
N22R0882	SOUTHWEST SCHOOL AND OFFICE SU		214.42	0138455229 4350	Ed Svcs Instr Staff Dev / Materials and Supplies Office
			-214.42	0138455229 6410	Ed Svcs Instr Staff Dev / New Equip Less Than \$10,000
N22S0011	SOUTHWEST SCHOOL AND OFFICE SU	463.33	463.33	0100000000 9320	Unrestricted / Stores
N22V0096	PHONAK HEARING SYSTEMS	2,714.82	235.49	0113154101 4310	Low Incidence / Materials and Supplies Instr
			2,479.33	0113154101 6410	Low Incidence / New Equip Less Than \$10,000
N22V0097	CDW.G	1,202.47	1,202.47	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
N22V0098	APPLE COMPUTER INC	7,242.34	7,242.34	0152657719 6410	Superintendent Discret / New Equip Less Than \$10,000
N22V0099	AMAZON.COM	1,501.99	478.36	0111912101 4310	Phelps Grant Commonwealth / Materials and Supplies Instr
			1,023.63	0111912101 6410	Phelps Grant Commonwealth / New Equip Less Than
N22V0100	PLUMBING AND INDUSTRIAL SUPPLY	707.02	707.02	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than \$10,000

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 02/11/2020

FROM 12/27/2019 TO 01/23/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22V0101	PEPPER MUSIC, J W	1,795.12	1,795.12	0130423109 6410	LCFF Base Instruction Parks / New Equip Less Than
N22V0102	SCANTRON	3,088.18	264.00	0152258749 4350	Personnel Commission Discret / Materials and Supplies
			2,824.18	0152258749 6450	Personnel Commission Discret / Repl Equip Less Than
N22V0103	WENGER CORPORATION	1,995.99	1,995.99	0130410109 6410	LCFF Base Instr Acacia / New Equip Less Than \$10,000
N22V0104	MCMASTER CARR SUPPLY COMPANY	3,083.07	3,083.07	0153353859 6410	Maintenance Facilities DC / New Equip Less Than \$10,000
N22V0105	TIME AND ALARM SYSTEM	8,943.25	8,943.25	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than \$10,000
N22V0106	METEOR EDUCATION LLC	39,337.93	4,659.38	0153353859 4350	Maintenance Facilities DC / Materials and Supplies Office
			34,678.55	0153353859 6410	Maintenance Facilities DC / New Equip Less Than \$10,000
N22V0107	APPLE COMPUTER INC	8,492.38	1,898.38	0111923101 4310	Phelps Grant Parks / Materials and Supplies Instr
			6,594.00	0111923101 6410	Phelps Grant Parks / New Equip Less Than \$10,000
N22X0377	PEPPER MUSIC, J W	500.00	500.00	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
N22X0378	STEM3 ACADEMY OC	40,000.00	40,000.00	0142054201 5828	Special Ed Administration / Settlements
	Fund 01 Total:	477,805.43			
	Fund 12 Total:	4,250.94			
	Total Amount of Purchase Orders:	482,056.37			

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES MEETING 02/11/2020

FROM 12/27/2019 TO 01/23/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22D0250	HEINEMANN PUBLISHING	29.67	+8.12	0130410109 4310	LCFF Base Instr Acacia / Materials and Supplies Instr
N22M0050	HAUFFE COMPANY INC	10,000.00	+5,000.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
N22M0131	ATKINSON ANDELSON LOYA RUDD RO	20,000.00	+5,000.00	0153353819 5825	Plant Maintenance DC / Legal Assistance
N22R0803	HAND2MIND INC	257.52	-23.90	0130223101 4310	LCFF Supplemental Instr Parks / Materials and Supplies Instr
N22V0093	PLUMBING AND INDUSTRIAL SUPPLY	708.82	+50.97	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than \$10,000
N22X0134	SPICERS PAPER	29,000.00	+9,000.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
N22X0206	CELL BUSINESS EQUIPMENT	200,750.00	+1,800.00	0121222101 5640	Title I Pacific Drive Instr / Repairs by Vendors
			+2,100.00	0130219101 5640	LCFF Supplemental Instr Maple / Repairs by Vendors
			+600.00	0130222101 5640	LCFF Suppl Instr Pacific Drive / Repairs by Vendors
			+2,600.00	0130411109 5640	LCFF Base Instr Beechwood / Repairs by Vendors
			+800.00	0130412109 5640	LCFF Base Instr Commonwealth / Repairs by Vendors
			+800.00	0130420109 5640	LCFF Base Instruction Nicolas / Repairs by Vendors
			+1,100.00	0130426109 5640	LCFF Base Instr Rolling Hills / Repairs by Vendors
			+1,200.00	0130427109 5640	LCFF Base Instr Sunset Lane / Repairs by Vendors
			+700.00	0130429279 5640	LCFF Base Admin Woodcrest / Repairs by Vendors
			+900.00	0130430109 5640	LCFF Base Instruction Fisler / Repairs by Vendors
			+700.00	0152258749 5640	Personnel Commission Discret / Repairs by Vendors
			+2,000.00	0152657719 5640	Superintendent Discret / Repairs by Vendors
			+1,500.00	0153050799 5640	Business Administration DC / Repairs by Vendors
			+1,500.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
			+800.00	1208555271 5640	Fee Based Childcare Admin / Repairs by Vendors
N22X0227	ANDERSON, VERONICA	22,100.00	+650.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0234	CANSECO DE PEREZ, FE	6,500.00	+250.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0238	CUEVAS, ROXANNE	9,100.00	+350.00	0131655109 5805	Visual Performing Arts Instruc / Consultants

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES MEETING 02/11/2020

FROM 12/27/2019 TO 01/23/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22X0243	FLOWERS, SOPHIA	9,800.00	+350.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0245	GARZA, SAMUEL R.	13,050.00	+450.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0257	PURSLEY, CARRIE LYNN	6,500.00	+250.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0262	TERAN, MARGARET GLASER	5,200.00	+200.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0263	VALANTINE, LAUREN HILLARY	8,700.00	+300.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0275	BELLFLOWER MUSIC CENTER	1,500.00	+250.00	0141655101 4310	Fine Arts Donations Instr / Materials and Supplies Instr
			+250.00	0141655101 5640	Fine Arts Donations Instr / Repairs by Vendors
N22X0276	BELLFLOWER MUSIC CENTER	2,400.00	+250.00	0141655101 4310	Fine Arts Donations Instr / Materials and Supplies Instr
			+250.00	0141655101 5640	Fine Arts Donations Instr / Repairs by Vendors
N22X0300	THOMPSON, GRISELDA	500.00	+300.00	0142054261 5220	Spec Ed Parent Participation / Mileage
N22X0302	MUSIC AND ARTS CENTER	2,000.00	+250.00	0141655101 4310	Fine Arts Donations Instr / Materials and Supplies Instr
			+250.00	0141655101 5640	Fine Arts Donations Instr / Repairs by Vendors
N22X0317	MAXIM HEALTHCARE SERVICES INC	56,440.00	+6,440.00	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency
N22X0331	WODOBODE, AIMEE	15,500.00	+500.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
N22X0358	AUTISM COMPREHENSIVE EDUCATION	100,000.00	+50,000.00	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency
N22Y0002	A-Z BUS SALES	21,500.00	+1,500.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
N22Y0027	POWERSTRIDE BATTERY CO INC	6,500.00	+1,500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22Y0030	ROAD AMERICA INC	1,500.00	+500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22Z0005	B AND M LAWN GARDEN	6,000.00	+1,500.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
	Fund 01 Total:		103,875.19		
	Fund 12 Total:		800.00		
	Total Amount of Change Orders:		104,675.19		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

02/11/2020

FROM 12/27/2019 TO 01/23/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22R0177	WILEY PUBLISHING	500.88	500.88	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits
N22R0705	AMAZON.COM	388.65	388.65	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22R0797	WESTERN PSYCHOLOGICAL SERVICES	117.75	117.75	0125554101 4315	LEA Medi Cal Reimb Instr / Materials Test Kits Protocols
N22R0874	STEM3 ACADEMY OC	40,000.00	40,000.00	0142054201 5828	Special Ed Administration / Settlements
	Fund 01 Total:	41,007.28			
	Total Amount of Purchase Orders:	41,007.28			

Full Elem CFD2001-01
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 02/11/2020

FROM 12/27/2019 TO 01/23/2020

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

Full Elem CFD2000-01
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 02/11/2020

FROM 12/27/2019 TO 01/23/2020

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

Addendum To:

Purchase Orders Report
Board of Trustees Meeting 2/11/2020

The following Purchase Orders were printed out of sequence last reporting period and appear within this period:

PO Details:

<u>PO Number</u>	<u>Vendor</u>	<u>PO Total</u>	<u>Account Amt.</u>	<u>Account #</u>	<u>Pseudo/Object Description</u>
N22E0179	Adams, Haein	\$131.55	\$131.55	01420542614350	Spec Ed Parent Participation Materials and Supplies Office

CONSENT ITEM

DATE: February 11, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Michael Burns, Director, Nutrition Services
SUBJECT: APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS
NUMBERED 220382 THROUGH 220437 FOR THE 2019/2020 SCHOOL
YEAR

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated December 27, 2019 through January 23, 2020 contains purchase orders numbered 220382 through 220437 for the 2019/2020 school year totaling \$614,807.84.

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 220382 through 220437 for the 2019/2020 school year.

RC:MB:tg
Attachment

Purchase Orders - Detail

Fullerton School District

1/24/2020 2:34:35 PM

Show all data where the Order Date is between 12/27/2019 and 1/23/2020

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Driftwood Dairy, Inc.	220382	1/6/2020	1/31/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10000	EA	997004	Non Fat Milk, 1/2PT Eco #12049	\$0.2843	\$2,843.00	
30000	EA	997007	Lowfat Milk, 1% Pouch 1/2 PT #13090	\$0.2281	\$6,843.00	
70000	EA	997009	CHOC Milk, NonFat 1/2 PT Pouch #16090	\$0.2089	\$14,623.00	
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	
6	gal	997066	Juice, Orange, Gal. #25350	\$4.5147	\$27.09	
60	EA	997022	Juice, Apple 4oz Eco #26000	\$0.1150	\$6.90	
30	ea	19040	Strawberry Splash, 1/2 PT Eco	\$0.3287	\$9.86	
					Sales Tax:	\$0.00
					P.O. Total:	\$35,740.35
						<input type="checkbox"/>
Driftwood Dairy, Inc.	220383	1/6/2020	1/31/2020			<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	\$2.0000	\$60.00	
5	EA	10074	Cream Cheese, 3lb #60520	\$8.7000	\$43.50	
5	EA	10075	Yogurt, Vanilla 32 lb #52935	\$32.9500	\$164.75	
10	EA	10081	Sour Cream Pint #50450	\$1.4440	\$14.44	
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	\$4.5147	\$90.29	
5	ea	10092	Half & Half Quart ESL #21251	\$2.5356	\$12.68	
					Sales Tax:	\$0.00
					P.O. Total:	\$888.93
						<input type="checkbox"/>
Driftwood Dairy, Inc.	220384	1/6/2020	1/31/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
5000	EA	997100	Non Fat Milk, Mini 1/2PT #12049 (CACFP)	\$0.2843	\$1,421.50	
5000	EA	997099	Lowfat Milk, 1% Pouch 1/2 pt #13090 (CACFP)	\$0.2281	\$1,140.50	
15000	EA	997101	Choc Milk, NonFat Pouch 1/2PT #16090 (CACFP)	\$0.2089	\$3,133.50	
18	cs	42101	Yogurt, Straw/Ban Dannon 48/4oz	\$10.6800	\$192.24	
1	cs	45876	Soy Milk, Van 18/8oz	\$14.0000	\$14.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$5,901.74
					Vendor Total:	\$42,531.02

So. CA School Nutrition Assoc.	220433	1/22/2020	1/22/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Registration for Razan Najjar	\$50.0000	\$50.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$50.00
					Vendor Total:	\$50.00

Le Chef Bakery	220436	1/23/2020	1/23/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10	Case	1	Bagels, Assorted Small	\$10.0700	\$100.70	

Purchase Orders - Detail

Fullerton School District

1/24/2020 2:34:35 PM

Show all data where the Order Date is between 12/27/2019 and 1/23/2020

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Le Chef Bakery	220436	1/23/2020	1/23/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
6	Case	1	Danish, Mini Round	\$17.3800	\$104.28	
					Sales Tax:	\$0.00
					P.O. Total:	\$204.98
					Vendor Total:	\$204.98
Fullerton School District	220409	1/14/2020	1/14/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Estimated Payroll per December Bitech Report	200,000.0000	\$200,000.00	
1	ea	2	Estimated Dist. Exp. per December Bitech Repo	\$20,000.0000	\$20,000.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$220,000.00
Fullerton School District	220410	1/14/2020	1/31/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Estimated Payroll per January Bitech Report	200,000.0000	\$200,000.00	
1	ea	2	Estimated Dist. Exp. per January Bitech Repor	\$20,000.0000	\$20,000.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$220,000.00
					Vendor Total:	\$440,000.00
Gold Star Foods Inc.	220385	1/7/2020	1/10/2020	1/21/2020		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
14	case	12101	Salsa, Cup 3oz GS#405859 168/cs	\$56.2900	\$788.06	
					Sales Tax:	\$0.00
					P.O. Total:	\$788.06
Gold Star Foods Inc.	220386	1/8/2020	1/10/2020	1/14/2020		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
20	case	30355	Concha, Variety Pack, IW GS#133841 84/cs	\$41.4000	\$828.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$828.00
Gold Star Foods Inc.	220390	1/9/2020	1/24/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
30	case	57018	Cheeseburger, MiniTwinsGS#403436/ QCB655 72/4.55oz	\$52.1500	\$1,564.50	
					Sales Tax:	\$0.00
					P.O. Total:	\$1,564.50
Gold Star Foods Inc.	220391	1/9/2020	1/21/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
23	case	30354	Muffin, Double Choc IW GS#134237 60/cs	\$27.6500	\$635.95	
10	case	55008	Chicken Tender GS#403544 3pc Tyson 450pc/case	\$46.2600	\$462.60	
5	case	55009	Chicken, Breaded Drmstck GS# 405424 72-108/cs	\$68.7700	\$343.85	
10	case	55019	Chicken Nugget, WG Tyson GS#404687 137ct	\$43.2400	\$432.40	
25	case	30355	Concha, Variety Pack, IW GS#133841 84/cs	\$41.4000	\$1,035.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$2,909.80

Purchase Orders - Detail

1/24/2020 2:34:35 PM

Fullerton School District

Show all data where the Order Date is between 12/27/2019 and 1/23/2020

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	220392	1/10/2020	2/4/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
14	case	58004	Pancake Sausage on Stick,IW GS#402097 160/cs		\$60.8400	\$851.76
					Sales Tax:	\$0.00
					P.O. Total:	\$851.76
Gold Star Foods Inc.	220393	1/10/2020	2/21/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
16	case	59047	Pizza,Brkfst,Sausage GS#406649 160 ct/3 oz.		\$64.8500	\$1,037.60
24	case	30332	Pizza, Breakfast Bagel, Chs, IW GS#403800 96/cs		\$46.6200	\$1,118.88
					Sales Tax:	\$0.00
					P.O. Total:	\$2,156.48
Gold Star Foods Inc.	220394	1/10/2020	3/3/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
21	case	59705	Sandwich, Brkfst, Snrs Sausge&Chs GS#400732 144/cs		\$79.4700	\$1,668.87
					Sales Tax:	\$0.00
					P.O. Total:	\$1,668.87
Gold Star Foods Inc.	220395	1/10/2020	3/10/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
28	case	30308	Bread, Banana GS#133796 SuprBkry#6071 70/3.4oz.		\$42.4700	\$1,189.16
					Sales Tax:	\$0.00
					P.O. Total:	\$1,189.16
Gold Star Foods Inc.	220396	1/10/2020	1/21/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
60	case	59801	Sandwich,Sunbter&GrpJelly,GS#401972 96csSW#11128W		\$58.5500	\$3,513.00
5	case	30313	Bagel, Plain IW GS#134083 72/cs		\$27.6400	\$138.20
					Sales Tax:	\$0.00
					P.O. Total:	\$3,651.20
Gold Star Foods Inc.	220398	1/10/2020	1/10/2020			<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
					Sales Tax:	\$0.00
					P.O. Total:	\$321.10
Gold Star Foods Inc.	220399	1/13/2020	1/24/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
40	cs	1	BLACK BEANS Red. Sodium GS#209125 6/ #10		\$20.5800	\$823.20
					Sales Tax:	\$0.00
					P.O. Total:	\$823.20
Gold Star Foods Inc.	220400	1/13/2020	2/14/2020			<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
					Sales Tax:	\$0.00
					P.O. Total:	\$1,502.60
Gold Star Foods Inc.	220401	1/13/2020	1/24/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
10	cs	4341	Dressing, Ranch Light GS#300050 4/1gal		\$36.6000	\$366.00
					Sales Tax:	\$0.00
					P.O. Total:	\$366.00

Purchase Orders - Detail

1/24/2020 2:34:35 PM

Fullerton School District

Show all data where the Order Date is between 12/27/2019 and 1/23/2020

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	220402	1/13/2020	2/7/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
14	case	7013	Cracker, Graham Hi-Fbr GS#208146 MJM 150/1oz		\$17.4700	\$244.58
10	case	12201	Sunbutter Cup, GS#208125 200/cs		\$58.3500	\$583.50
					Sales Tax:	\$0.00
					P.O. Total:	\$828.08
Gold Star Foods Inc.	220403	1/13/2020	1/13/2020			<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
					Sales Tax:	\$0.00
					P.O. Total:	\$1,502.60
Gold Star Foods Inc.	220404	1/13/2020	1/13/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
3	case	7012	Cracker, Goldfish, Pretzel GS#200270 300/cs		\$44.0400	\$132.12
5	case	54024	Cheese, Cube, Cheddar GS#403439 200/cs		\$40.8900	\$204.45
28	case	12003	Raisins, SunMaid GS#240050 144/cs		\$34.5400	\$967.12
15	case	54023	Cheese, Cup, Mucho Queso GS#403652 140/cs		\$62.1400	\$932.10
16	case	12001	Seeds, Chili Lime and Cranberry, GS#239336 250/cs		\$126.1800	\$2,018.88
12	case	12101	Salsa, Cup 3oz GS#405859 168/cs		\$56.2900	\$675.48
25	case	8021	Chips, Tortilla GS#208220 80/cs		\$19.1200	\$478.00
					Sales Tax:	\$0.00
					P.O. Total:	\$5,408.15
Gold Star Foods Inc.	220405	1/13/2020	1/13/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
34	case	55008	Chicken Tender GS#403544 3pc Tyson 450pc/case		\$46.2600	\$1,572.84
26	case	40126	Potato,GS#401230 Fry, McCain#MCF03762 6/5#		\$18.0200	\$468.52
80	case	56044	Spaghetti, Beef GS#401074 6/5# JTM		\$36.0800	\$2,886.40
14	case	30326	Breadstick, Garlic GS#134819 320/case		\$36.2900	\$508.06
					Sales Tax:	\$0.00
					P.O. Total:	\$5,435.82
Gold Star Foods Inc.	220406	1/13/2020	1/13/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
16	case	57006	Meatballs, Beef, 2/25 lb/cs GS#401830		\$70.0300	\$1,120.48
					Sales Tax:	\$0.00
					P.O. Total:	\$1,120.48
Gold Star Foods Inc.	220411	1/15/2020	1/17/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
90	case	11053	Raisins, SunMaid GS#240050 144/cs		\$34.5400	\$3,108.60
70	case	3072	Cereal, Granola Lowfat Mal-O-Meal GS#201564 4/50oz		\$39.1400	\$2,739.80
					Sales Tax:	\$0.00
					P.O. Total:	\$5,848.40
Gold Star Foods Inc.	220416	1/17/2020	1/28/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
32	case	7011	Cracker,Wheat Basics,GS#203356/37401 100/1.6oz		\$31.8100	\$1,017.92
					Sales Tax:	\$0.00
					P.O. Total:	\$1,017.92
Gold Star Foods Inc.	220418	1/17/2020	1/31/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
55	case	59045	Pizza,PepTony'sGlxy 51% WGRnd GS402135 72/4.55oz.		\$42.8500	\$2,356.75
17	case	7029	Cracker, Vnlla Bear Grhm GS#203019/404001 19#/case		\$39.5900	\$673.03

Purchase Orders - Detail

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Fullerton School District

Show all data where the Order Date is between 12/27/2019 and 1/23/2020

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	220418	1/17/2020	1/31/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
29	case	55104	Eggstravaganza,GS#406340 Bacon, 160/cs 4/5lb	\$51.8100	\$1,502.49	
65	case	30334	Pancake, WG, Bulk GS#102802 12/12ct	\$25.1300	\$1,633.45	
40	cs	4351	Syrup, Maple IW GS#201878 100/1.5oz/cs	\$9.7600	\$390.40	
34	case	56054	Burrito, Bean&Cheese IW GS#403406 96/cs	\$57.8200	\$1,965.88	
9	case	7030	Cracker, Chclte Bear Grhm GS#203017/402001 19#/cs	\$39.5900	\$356.31	
47	case	59010	Breadstick, Cheese-filled, GS#405626 144/cs	\$40.3200	\$1,895.04	
15	case	4243	Sauce, Marinara, 250/1oz cup GS#401764	\$28.2800	\$424.20	
Sales Tax:						\$0.00
P.O. Total:						\$11,197.55
Gold Star Foods Inc.	220420	1/21/2020	1/31/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
20	case	30307	Bread, Crumb GS#113034 Daves#360 28/3.6oz.	\$15.3500	\$307.00	
Sales Tax:						\$0.00
P.O. Total:						\$307.00
Gold Star Foods Inc.	220421	1/21/2020	2/4/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
6	case	30348	Biscuit, Honey WW 105/cs GS#133905	\$16.7100	\$100.26	
Sales Tax:						\$0.00
P.O. Total:						\$100.26
Gold Star Foods Inc.	220422	1/21/2020	2/11/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
70	case	7223	Brownie, RF Fudge GS#100458/225 72/2.2oz.	\$27.4700	\$1,922.90	
Sales Tax:						\$0.00
P.O. Total:						\$1,922.90
Gold Star Foods Inc.	220425	1/21/2020	1/31/2020			<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	
Sales Tax:						\$0.00
P.O. Total:						\$321.10
Gold Star Foods Inc.	220427	1/21/2020	1/21/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	Case	1	Chicken Shreds (GS# 406366) 5/7.3LB	\$203.8700	\$203.87	
1	Case	1	Green Enchilada Sauce (GS# 202620) 6/#10 can	\$33.4400	\$33.44	
1	Case	1	Black Beans (GS# 240312) 50LB	\$36.4400	\$36.44	
1	Case	1	Round Egg Patty (GS#403241) 120/1.5oz	\$34.2600	\$34.26	
1	Case	1	Sliced WW Bagel (GS# 102558) 72/2.24oz	\$30.3500	\$30.35	
1	Case	1	Queso Blanco (GS#402119) 6/5LB	\$81.7800	\$81.78	
1	Case	1	Alfredo Sauce (GS#403403)	\$76.7800	\$76.78	
Sales Tax:						\$0.00
P.O. Total:						\$496.92
Gold Star Foods Inc.	220428	1/21/2020	1/24/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
64	case	30017	Corn Dog, Chicken, Bulk GS#100762 72/case	\$31.5400	\$2,018.56	
Sales Tax:						\$0.00
P.O. Total:						\$2,018.56
Gold Star Foods Inc.	220429	1/21/2020	1/24/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
58	case	59010	Breadstick, Cheese-filled, GS#405626 144/cs	\$40.3200	\$2,338.56	

Purchase Orders - Detail

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Fullerton School District

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	220429	1/21/2020	1/24/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
17	case	4243	Sauce, Marinara, 250/1oz cup GS#401764	\$28.2800	\$480.76	
					Sales Tax:	\$0.00
					P.O. Total:	\$2,819.32
Gold Star Foods Inc.	220430	1/21/2020	1/4/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
6	sack	4425	Flour, Wheat, All Purpose 25 lb. GS#100894	\$8.2900	\$49.74	
4	sack	4421	Flour, White Whole Wheat, 50lb GS#209388	\$15.0600	\$60.24	
15	sack	4456	Sugar, Granulated, 25# GS#210297 C&H	\$16.1500	\$242.25	
2	case	4458	Milk, NF Dry GS#203340 6/5#	\$150.7100	\$301.42	
5	case	4504	Oil, Vegetable GS#210233 6/1gal/case	\$38.4400	\$192.20	
2	case	4430	Cocoa Powder, SunriseDutch GS#240249 1/25#/cs	\$89.8400	\$179.68	
1	case	4401	Baking Soda, GS#200490 12/1#	\$19.5000	\$19.50	
1	case	4428	Sprinkles 4/6 lb GS#208330	\$49.6600	\$49.66	
12	case	4417	Cookie, Oreo Crumbs GS#239740 Mdm Crumb 4/2.5#/cs	\$13.2500	\$159.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$1,253.69
Gold Star Foods Inc.	220431	1/22/2020	1/28/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
20	case	8006	Shell Taco,6" GS#203043 200ct	\$22.3900	\$447.80	
					Sales Tax:	\$0.00
					P.O. Total:	\$447.80
Gold Star Foods Inc.	220432	1/22/2020	1/28/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
39	case	59049	Pull Aparts, IW GS#406666 108/cs	\$63.5800	\$2,479.62	
					Sales Tax:	\$0.00
					P.O. Total:	\$2,479.62
Gold Star Foods Inc.	220434	1/22/2020	1/28/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4	Case	1	Tajin, LS Packets (GS# 209157)	\$43.5100	\$174.04	
					Sales Tax:	\$0.00
					P.O. Total:	\$174.04
Gold Star Foods Inc.	220435	1/22/2020	2/4/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
6	case	4505	Soy Sauce, GS#209523 4/1gal/case Kikkoman	\$44.1500	\$264.90	
3	case	4411	Vinegar, Rice 4/1gal./cs GS#203787	\$30.1400	\$90.42	
4	bag	4451	Sugar, Brown 25lb GS#210294	\$18.1600	\$72.64	
6	sack	4456	Sugar, Granulated, 25# GS#210297 C&H	\$16.1500	\$96.90	
1	case	4416	Corn Starch GS#209841 C-Pacific 25#/case	\$20.5000	\$20.50	
1	case	4309	Sauce, Hoisin 4/5lb GS#239144	\$41.8900	\$41.89	
5	case	4206	Ketchup, Canned GS#201072 6/10#	\$25.8900	\$129.45	
2	case	4412	Vinegar, Apple Cider 4/1 gal. GS#209540	\$18.1200	\$36.24	
					Sales Tax:	\$0.00
					P.O. Total:	\$752.94
					Vendor Total:	\$64,073.88
P & R Paper Supply Company, Inc.	220389	1/9/2020	1/22/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	

Purchase Orders - Detail

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Fullerton School District

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
P & R Paper Supply Company, Inc.	220389	1/9/2020	1/22/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
3	case	83002	Plate, 9" Styro GenPak, GPK-80900 4/125/case		\$17.9500	\$53.85
5	Box	81103	Cover, Bun Rack 52x80 Food Handler ELK-BOR5280		\$12.6000	\$63.00
6	case	81032	Container,Clr PVC Sand Wedge ANC-4511019 250/CS		\$49.8500	\$299.10
16	cs	81003	Bag *bunpan18x24 Elkay B0R1824HD 250/cs		\$10.1000	\$161.60
			Sales Tax:			\$17.40
			P.O. Total:			\$594.95
P & R Paper Supply Company, Inc.	220397	1/10/2020	1/15/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	case	87301	Pallet Wrap 80 Gauge, 18"x1476' SF185515-NIT		\$31.7500	\$31.75
3	Box	87110	Film, 18x2000 Vinyl Cutter Box Anchor #FSW1802K		\$21.9400	\$65.82
			Sales Tax:			\$7.56
			P.O. Total:			\$105.13
P & R Paper Supply Company, Inc.	220417	1/17/2020	1/22/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
20	BOX	88302	Pan Liner,Paper Prchmnt PAT2405161 16X24 1M/cs		\$25.3500	\$507.00
			Sales Tax:			\$39.29
			P.O. Total:			\$546.29
P & R Paper Supply Company, Inc.	220419	1/21/2020	1/22/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
6	bundle	81021	Bag, brown lunch #6 AJM-6LB Duro 500/case		\$10.0000	\$60.00
5	Roll	87201	Foil 18x1000' Heavy Gauge, Alum HFA-11807		\$39.9000	\$199.50
			Sales Tax:			\$15.46
			P.O. Total:			\$274.96
P & R Paper Supply Company, Inc.	220423	1/21/2020	1/29/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
8	cs	81003	Bag *bunpan18x24 Elkay B0R1824HD 250/cs		\$10.1000	\$80.80
			Sales Tax:			\$6.26
			P.O. Total:			\$87.06
P & R Paper Supply Company, Inc.	220424	1/21/2020	2/5/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	case	80019	Aprons, Plastic, Goldmax 1532 20/50/cs		\$34.4000	\$34.40
			Sales Tax:			\$2.67
			P.O. Total:			\$37.07
Action Sales	220412	1/16/2020	1/16/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
1	ea	ROBC-BLIXE	Blender Mixer 11.5L S/S Bowl 208-240/60/3PH		\$6,837.0000	\$6,837.00
			Sales Tax:			\$529.87
			P.O. Total:			\$7,366.87
Vendor Total:						\$1,645.46
Vendor Total:						\$7,366.87

Purchase Orders - Detail

Fullerton School District

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Show all data where the Order Date is between 12/27/2019 and 1/23/2020

Vendor Name		PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Leticia Hernandez		220387	1/8/2020	1/8/2020		5220	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	lot	1	Smart & Final, Invoice dated 1/6/20		\$39.8600	\$39.86	
						Sales Tax:	\$0.00
						P.O. Total:	\$39.86
						Vendor Total:	\$39.86
Supply Master		220408	1/13/2020	1/13/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	ea	HP D3Q16A	HP 452DW, PageWide Color Printer		\$398.0000	\$398.00	
						Sales Tax:	\$30.85
						P.O. Total:	\$428.85
						Vendor Total:	\$428.85
East Bay Restaurant Supply, Inc		220437	1/23/2020	1/23/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
2	ea	1	Solid Shelving - Metro Model# 1836FS		\$141.1200	\$282.24	
4	ea	2	27UPS Super Erecta Post, 27-3/4" H		\$28.8900	\$115.56	
4	ea	3	5PC Super Erecta Stem Caster swivel		\$34.5200	\$138.08	
						Sales Tax:	\$41.53
						P.O. Total:	\$577.41
						Vendor Total:	\$577.41
Refrigeration Control Company, Inc.		220415	1/16/2020	1/16/2020		5648	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	hr	1	Labor		\$162.0000	\$162.00	
						Sales Tax:	\$0.00
						P.O. Total:	\$162.00
						Vendor Total:	\$162.00
School Nutrition Association		220407	1/13/2020	1/13/2020		5210	<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	ea	1	Membership Renewal - Michael Burns		\$132.5000	\$132.50	
						Sales Tax:	\$0.00
						P.O. Total:	\$132.50
						Vendor Total:	\$132.50
Maria Teresa Gonzalez		220388	1/8/2020	1/8/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	lot	1	Dollar Tree, Invoice dated 12/18/19		\$28.3200	\$28.32	

Purchase Orders - Detail

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Fullerton School District

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Maria Teresa Gonzalez	220388	1/8/2020	1/8/2020			<input type="checkbox"/>

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
				Sales Tax:	\$0.00
				P.O. Total:	\$28.32
				Vendor Total:	\$28.32

Superior Service, Corp.	220413	1/16/2020	1/16/2020			<input type="checkbox"/>
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Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
1	ea	1	Service Call	\$129.0000	\$129.00
2	hr	2	Labor	\$119.0000	\$238.00
1	ea	3	Window gasket 202	\$164.4800	\$164.48
1	ea	4	Shipping & Handling	\$35.0000	\$35.00
0.5	hr	5	Inspections - Labor	\$119.0000	\$59.50
				Sales Tax:	\$12.75
				P.O. Total:	\$638.73

Superior Service, Corp.	220414	1/16/2020	1/16/2020			<input type="checkbox"/>
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Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
1	ea	1	Service Call	\$129.0000	\$129.00
2	hr	2	Labor	\$119.0000	\$238.00
1	ea	3	Window gasket 202	\$164.4800	\$164.48
1	ea	4	Shipping & Handling	\$35.0000	\$35.00
0.25	hr	5	Inspection - Labor	\$119.0000	\$29.75
				Sales Tax:	\$12.75
				P.O. Total:	\$608.98
				Vendor Total:	\$1,247.71

California Industrial	220426	1/21/2020	1/21/2020			<input type="checkbox"/>
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Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
1	ea	1	Install new Speedaire Electric Air Compressor	\$3,850.0000	\$3,850.00
				Sales Tax:	\$0.00
				P.O. Total:	\$3,850.00
				Vendor Total:	\$3,850.00

GRAND TOTAL \$519,807.84
(NET OF OPEN P.O.'S)

CONSENT ITEM

DATE: February 11, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Melissa Greenwood, CPA, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANTS NUMBERED 125989 THROUGH 126429 FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval is requested for warrant numbered 125989 through 126429 for the 2019/2020 school year. Warrants are issued by school districts as payment for goods and services.

Fund		Amount
01	General Fund	\$2,608,463.53
12	Child Development	\$20,541.99
25	Capital Facilities	\$252,515.09
40	Special Reserve	\$5,820.89
68	Workers' Compensation	\$60,929.64
81	Property / Liability Insurance	\$4,861.37
Total		\$2,953,132.51

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

Funding: The total amount presented for approval is \$2,953,132.51 from funding sources reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 125989 through 126429 for the 2019/2020 school year.

RC:MG:yd

CONSENT ITEM

DATE: February 11, 2020

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

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

PREPARED BY: Michael Burns, Director, Nutrition Services

SUBJECT: **APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 14092 THROUGH 14144 FOR THE 2019/2020 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services warrants numbered 14092 through 14144 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 \$416,700.76, and is to be paid from Nutrition Services Budget.

Recommendation: Approve/Ratify Nutrition Services warrants numbered 14092 through 14144 for the 2019/2020 school year.

RC:MB:tg

CONSENT ITEM

DATE: February 11, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: **APPROVE RENEWAL AGREEMENT WITH EFILECABINET EFFECTIVE FEBRUARY 12, 2020 THROUGH FEBRUARY 28, 2021**

Background: The District has implemented an online personnel file management system to improve efficiency within Personnel Services. The Board approved a service contract with eFileCabinet on February 13, 2018. The product is as-promised and the District wishes to renew its service agreement with eFileCabinet.

Rationale: Renewing the service agreement with eFileCabinet will allow staff in Personnel Services to continue to use the system and access the District's personnel records.

Funding: Cost not to exceed \$5,030 and is to be charged to Certificated Personnel budget (#553).

Recommendation: Approve renewal agreement with eFileCabinet effective February 12, 2020 through February 28, 2021.

CH:nm
Attachment



eFileCabinet

Your Renewal Statement is Ready



Quote for Fullerton School District - 2020 Renewal
QUOTE # Q037687

CONTACT:
Eric Barker
ebarker@efilecabinet.com
(801) 841-3225

3300 N. Ashton Blvd.
Suite 400
Lehi, UT 84043

(877) 574-5505
www.efilecabinet.com



Anna Im
Fullerton School District
Fullerton, CA 68638
7144477451

Dear Anna Im,

Thank you for the opportunity to work with your business, and we look forward to our continuing partnership with you as we move forward with renewing your subscription.

After our discussion and analysis of your business's continuing needs, I am happy to provide you with this detailed quote for renewing your eFileCabinet subscription. If you have any questions that are not addressed in your quote, please let me know so that we can discuss them. Otherwise, if you are ready to move forward with your renewal, sign the digital consent form on the online quote.

I am here to help make your eFileCabinet experience as easy as possible so that you can focus on your business. It's what we do, so don't hesitate to reach out to me with any questions or concerns.

Best Regards,

Eric Barker
(801) 841-3225 | ebarker@efilecabinet.com
3300 N Ashton Blvd, Lehi, UT 84043



Going paperless... It's not if, but WHEN.

"eFileCabinet offers a cost-effective solution that doesn't cut corners on the most important features."
-Business News Daily, 2019



RENEWAL ORDER FORM

Quote Number: Q037687

Name: Quote for Fullerton School District -
2020 Renewal

eFileCabinet

3300 N Ashton Blvd.

Suite 400

Lehi, UT 84043

Tel: (877) 574-5505

<p>Bill To</p> <p>Fullerton School District Anna Im Fullerton, CA 68638</p>	<p>Sold To</p> <p>Fullerton School District Anna Im Fullerton, CA 68638</p>
<p>Subscription Name: A-S00022346 Start Date: 02/15/2020 Renewal Term: 12</p>	<p>Currency: USD</p>

DETAIL	NAME	QUANTITY	EFFECTIVE-PRICE	DISCOUNT	TOTAL
Updated "Professional"	eFileCabinet Online Professional	10	\$468.00	40%	\$4,680.00
Updated "OCR Unlimited"	eFileCabinet Online Add-ons OCR Unlimited	1	\$350.00	65%	\$350.00
Subtotal:					\$5,030.00
Tax:					\$0.00
TOTAL:					\$5,030.00

DESCRIPTION

Upon signature by Customer and submission to eFileCabinet, this Order Form shall become legally binding and governed through [Sales as a Service Agreement](#) for eFileCabinet between eFileCabinet Inc. and Customer unless otherwise agreed by eFileCabinet and Customer.

Customer: Fullerton School District

DocuSigned by:
Name Nina Mota
9A7DB727C1FE48F...

Business Title Administrative Secretary, Certificated Personnel

Date 1/17/2020

Certificate Of Completion

Envelope Id: 4C5CC4BAD2A94C4685E1003B2A1A409D	Status: Completed
Subject: eFileCabinet Renewal Docs	
Source Envelope:	
Document Pages: 4	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Eric Barker
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	3300 N Ashton Blvd, Ste 400
	Lehi, UT 84043
	ebarker@efilecabinet.com
	IP Address: 136.147.62.8

Record Tracking

Status: Original	Holder: Eric Barker	Location: DocuSign
1/17/2020 8:57:42 AM	ebarker@efilecabinet.com	

Signer Events

Nina Mota
nina_mota@myfsd.org
Administrative Secretary, Certificated Personnel
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

9A7DB727C1FE48F...
Signature Adoption: Pre-selected Style
Using IP Address: 209.232.157.78

Timestamp

Sent: 1/17/2020 8:58:16 AM
Viewed: 1/17/2020 9:07:06 AM
Signed: 1/17/2020 9:09:30 AM

Electronic Record and Signature Disclosure:

Accepted: 1/17/2020 9:07:06 AM
ID: 54c5ffe2-1e05-48fd-807f-973e180c6e8d

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/17/2020 8:58:16 AM
Certified Delivered	Security Checked	1/17/2020 9:07:06 AM
Signing Complete	Security Checked	1/17/2020 9:09:30 AM
Completed	Security Checked	1/17/2020 9:09:30 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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- ii. send us an e-mail to erichmond@efilecabinet.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000 or WindowsXP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> • Allow per session cookies • Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to

other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree" button below.

By checking the "I Agree" box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify eFileCabinet as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by eFileCabinet during the course of my relationship with you.

CONSENT ITEM

DATE: February 11, 2020

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

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

SUBJECT: APPROVE/RATIFY NEW RETAINER AGREEMENT FOR LEGAL SERVICES WITH LOZANO SMITH, ATTORNEYS AT LAW, EFFECTIVE JANUARY 21, 2020 THROUGH JUNE 30, 2020 AND ADJUSTED RATE EFFECTIVE JULY 1, 2020

Background: The District wishes to establish an hourly agreement with Lozano Smith, Attorneys at Law, to perform services as assigned in areas of special needs. The District maintains several similar agreements with law firms who possess strengths in special areas of the law. These agreements do not cost the District until tasks are assigned and services are rendered. The hourly rate and services charges are as follows

A summary of hourly rates and service charges are as follows:

<u>Basic Services</u>	January 21, 2020 – June 30, 2020	July 1, 2020 – June 30, 2021
Partner or Senior Counsel	\$262 /hour	\$275 - \$350 /hour
Associate Counsel	\$262 /hour	\$215 - \$285 /hour
Paralegal/Clerk	\$145 /hour	\$135 - \$195 /hour
Consultant		\$135 - \$195 /hour
 <u>Litigation Services</u>		
Partner or Senior Counsel	\$307 /hour	
Associate Counsel	\$278 /hour	
Paralegal/Clerk	\$167 /hour	
 <u>Cost and Expenses</u>		
In-office copying	\$0.25 per page	
Facsimile	\$0.25 per page	
Postage	Actual usage	
Mileage	IRS Standard Rate	

Rationale: Lozano Smith, Attorneys at Law, will provide legal expertise on a variety of items ranging from personnel issues to special education relations.

Funding: The cost for legal services will be paid from the Unrestricted and Restricted General Fund at the above referenced hourly rates.

Recommendation: Approve/Ratify New Retainer Agreement for legal services with Lozano Smith, Attorneys at Law, effective January 21, 2020 through June 30, 2020 and adjusted rate effective July 1, 2020.

CH:nm
Attachment



AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective January 21, 2020, between the FULLERTON SCHOOL DISTRICT (“Client”) and the law firm of LOZANO SMITH, LLP (“Attorney”) (each a “Party” and collectively the “Parties”). Attorney shall provide legal services as requested by Client on the following terms and conditions:

1. **ENGAGEMENT.** Client hires Attorney on an as-requested basis as its legal counsel with respect to matters the Client refers to Attorney. When Client refers a matter to Attorney, Attorney shall confirm availability and ability to perform legal services regarding the matter. After Attorney has completed services for the specific matter referred by Client, then no continuing attorney-client relationship exists until Client requests further services and Attorney accepts a new engagement. If Attorney undertakes to provide legal services to represent Client in such matters, Attorney shall keep Client informed of significant developments and respond to Client’s inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client’s interests, to keep Attorney fully informed of developments material to Attorney’s representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.
2. **RATES TO BE CHARGED.** Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).
3. **REIMBURSEMENT.** Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation and arbitration fees. Attorney shall not be required to advance costs on behalf of Client over the amount of \$1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services for Client in relation to litigation or Specialized Services.
4. **MONTHLY INVOICES.** Attorney shall send Client a statement for fees and costs incurred every calendar month (the “Statement”). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney’s Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.

5. COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT. The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

6. POTENTIAL AND ACTUAL CONFLICTS OF INTEREST. If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

7. INDEPENDENT CONTRACTOR. Attorney is an independent contractor and not an employee of Client.

8. TERMINATION.

a. Termination by Client. Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. Termination by Mutual Consent or by Attorney. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date, (b) Client fails to comply with other terms of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests, (c) Client has failed to disclose material facts to Attorney or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client. Even if this Agreement is not terminated, under paragraph 1 an attorney-client relationship exists only when Attorney is providing legal services to Client.

c. Following Termination. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be

deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from Attorney after the date of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

9. MAINTENANCE OF INSURANCE. Attorney agrees that, during the term of this Agreement, Attorney shall maintain liability and errors and omissions insurance.

10. CONSULTANT SERVICES. Attorney works with professional consultants that provide services, including but not limited to investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

11. DISPUTE RESOLUTION.

a. Mediation. Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.

b. Dispute Regarding Fees. Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

c. Binding Arbitration. Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client maybe ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

d. Effect of Termination. The terms of this section shall survive the termination of the Agreement.

12. ENTIRE AGREEMENT. This Agreement with its exhibit supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

13. SEVERABILITY. Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

14. NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

15. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.

16. ASSIGNMENT. The terms of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

SO AGREED:

CLIENT SIGNATURE	ATTORNEY SIGNATURE
Fullerton School District	Lozano Smith, LLP
BY <i>(Authorized Signature)</i>	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED	DATE EXECUTED 1/21/2020



PROFESSIONAL RATE SCHEDULE
FOR FULLERTON SCHOOL DISTRICT

1. HOURLY PROFESSIONAL RATES

Effective rates for fiscal year 2019-2020 (Ending June 30, 2020) as follows:

General Services

Partner** / Senior Counsel / Of Counsel	\$ 262 per hour
Associate	\$ 262 per hour
Paralegal / Law Clerk	\$ 145 per hour

Litigation Services

Partner** / Senior Counsel / Of Counsel	\$ 307 per hour
Associate	\$ 278 per hour
Paralegal / Law Clerk	\$ 167 per hour

Effective July 1, 2020 the following rates will apply:

Client agrees to pay Attorney by the following standard hourly rate*:

Partner** / Senior Counsel / Of Counsel	\$ 275 - \$ 350 per hour
Associate	\$ 215 - \$ 285 per hour
Paralegal / Law Clerk	\$ 135 - \$ 195 per hour
Consultant	\$ 135 - \$ 195 per hour

* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.

** Rates for work performed by Senior Partners with 20 years of experience or more may range from \$350 - \$385 per hour.

2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the

use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

3. COSTS AND EXPENSES

In-office copying/electronic communication printing	\$ 0.25 per page
Facsimile	\$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

CONSENT ITEM

DATE: February 11, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Melissa Greenwood, CPA, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANT NUMBERED 1127 FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval is requested for warrant numbered 1127 for the 2019/2020 school year. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>		<u>Amount</u>
01	General Fund	\$1,682.88
	Total	<u>\$1,682.88</u>

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

Funding: The total amount presented for approval is \$1,682.88 from District 40, General Fund.

Recommendation: Approve/Ratify warrant numbered 1127 for the 2019/2020 school year.

RC:MG:yd

CONSENT ITEM

DATE: February 11, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY: Melissa Greenwood, CPA, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANT NUMBERED 1210 FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval is requested for warrant numbered 1210 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	\$2,712.64
	Total	<u>\$2,712.64</u>

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

Funding: The total amount presented for approval is \$2,712.64 from District 48, General Fund.

Recommendation: Approve/Ratify warrant numbered 1210 for the 2019/2020 school year.

RC:MG:yd

CONSENT ITEM

DATE: February 11, 2020

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

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

PREPARED BY: Damian Ibarra, CPA, Supervisor, Business Services

SUBJECT: **ADOPT RESOLUTIONS NUMBERED 19/20-B022 THROUGH 19/20-B024 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-B022 through 19/20-B024 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-B022

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

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

**GENERAL FUND 01
UNRESTRICTED**

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	-\$3,986
2000	Classified Salaries	15,555
3000	Employee Benefits	-2,871
4000	Books and Supplies	-14,610
5000	Services & Other Operating Expenses	20,898
9789	Reserve for Economic Uncertainties	-14,986
	Total:	\$0

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

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

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

Date: _____

By: _____

RESOLUTION NO. 19/20-B023

**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 \$127,239 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>
8590	All Other State Revenue	\$40,000
8999	All Other Local Revenue	87,239
	Total:	<u>\$127,239</u>

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$52,064
2000	Classified Salaries	69,450
3000	Employee Benefits	33,522
4000	Books and Supplies	-54,720
5000	Services & Other Operating Expenses	25,421
7000	Other Outgo	1,502
	Total:	<u>\$127,239</u>

Explanation: This Resolution reflects an increase in revenue and expenditures for donations to various school sites, K-12 Strong Workforce Program, Early Learning Inclusive Pre-School (ELIP) and fine arts. It also includes adjustments to projected expenditures in the restricted General Fund.

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

Date: _____

By: _____

RESOLUTION NO. 19/20-B024

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

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

CHILD DEVELOPMENT FUND 12

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
2000	Classified Salaries	-5,000
4000	Books and Supplies	5,000
	Total:	\$0

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

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

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

Date: _____

By: _____

CONSENT ITEM

DATE: February 11, 2020

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

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

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

SUBJECT: **APPROVE THE AGREEMENT FOR THE DIGITIZING AND INDEXING FOR THE COLLECTION OF DOCUMENTS BETWEEN FULLERTON SCHOOL DISTRICT AND ARC DOCUMENT SOLUTIONS**

Background: Over the past 70 years, Fullerton School District, (FSD), has entered into various school site construction and improvement projects. When a proposed project arises we may require the referencing of former site plans, and blueprints. Due to age, many of the existing documents have become frail and delicate. The electronic digitizing and indexing of the files will preserve the items and promote efficiency when referencing former site-plan documents.

Rationale: District staff recommends entering into an agreement with ARC Document Solutions. ARC Document Solutions is a full-service firm with vast experience of digitizing and indexing corporate and government records.

Funding: The contract amount not to exceed \$30,000 is to be paid from the General Fund.

Recommendation: Approve the agreement for the digitizing and indexing for the collection of documents between Fullerton School District and ARC Document Solutions.

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 ARC Document Solutions, LLC, hereinafter referred to as "Contractor."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. **Contractor shall provide the services of the digitizing and indexing of various site plans and blueprints. The Fullerton School District must reference former site plans and blueprints, these items in many cases have become frail and delicate, it is in the best interest to electronically preserve the items, hereinafter referred to as "Services".**
2. Term. Contractor shall commence providing Services under this Agreement on **February 11, 2020** and will diligently perform as required and complete performance by **March 31, 2020**.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **\$30,000.00**. 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. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY DAMAGES BASED ON USE OR ACCESS, INTERRUPTION, DELAY OR INABILITY TO USE THE SERVICES, LOST REVENUES OR PROFITS, DELAYS, INTERRUPTION OR LOSS OF SERVICES, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION OR BREACHES IN SYSTEM SECURITY OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE OR A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, CONTRACTOR'S MAXIMUM LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNT PAID TO CONTRACTOR UNDER THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THIS SECTION SHALL NOT APPLY WITH RESPECT TO DAMAGES FOR BODILY INJURY (INCLUDING DEATH) AND DAMAGE TO REAL PROPERTY AND TANGIBLE PERSONAL PROPERTY.

12. 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.

12.1 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

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.

12.2 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 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.

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

14. 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's employees providing Services to students, 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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:
ARC Document Solutions
345 Clinton Street
Costa Mesa, CA 92626
With a copy to:
ARC Legal Department
12657 Alcosta Blvd., Suite 200
San Ramon, CA 94583

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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 12TH DAY OF **February 2020**.

FULLERTON SCHOOL DISTRICT

ARC Document Solutions, LLC

By:

By:

Robert Pletka, Ed.D.



John J. Zulli, III
EVP, Operations North America

On File

Taxpayer Identification Number



ARC DOCUMENT SOLUTIONS SOFT ESTIMATE FOR:



**Archiving Information
Management Services**

December 16, 2019

Confidential

COVER LETTER OF INTRODUCTION

Thank you very much for the opportunity to propose our services to the Fullerton School District. We have fulfilled Scanning, Imaging and other Document Solutions services for many Architects, Engineers, School Districts, Developers, Property Management and Cities throughout the USA for many years.

ARC is the leading document solutions company in the United States, providing business-to-business document management services to the industry. The company provides our core services through a proprietary suite of reprographics and document imaging technology products, a nationwide network of locally branded service centers and more than 4,000 facilities management programs at client locations throughout the country.

We offer the following capabilities and expertise to Fullerton School District including:

- Vast experience with corporate and government records
- Precedent of scanning, data processing, indexing and metadata creation
- Cloud hosting services and data management
- Established local presence in the area
- State of the art equipment and production facilities
- Significant experience in document handling and conversion projects
- Tenured and experienced management and production staff
- Proven quality programs that ensure accuracy
- Advanced service offerings that can be leveraged by Fullerton School District for future initiatives

ARC has a long list of satisfied clients that include government, health, industrial, financial, education, and construction. This unique combination of technical knowledge and production expertise results in the creation of sophisticated production control technology, which is customized for each project to provide quality and price competitiveness.

We understand Fullerton School District is looking for Digitizing and Indexing services for a collection of documents. These documents have been reviewed by our ARC team member. Here is a unit cost breakdown including Data Capture and File Indexing based on our assessment & conversation with Fullerton School District representative. This is a living assessment that is subject to change as we move forward with our analysis of volume document types and output required by Fullerton School District

Looking forward to your feedback,

Sincerely,

Don Butler

American Reprographics Company, LLC

SCOPE OF WORK

What ARC will provide:

Document Conversion, Quality Assurance and renaming to PDF.

SECURE: ARC will go on-site to box documents, apply box barcode chain of custody labels, retrieve files from Fullerton School District and transport them to its archive facility location in City Of Industry for processing and scanning. Upon retrieval from Fullerton School District, the documents will remain in ARC's custody. Documents are transported by ARC to ARC's location and only handled by ARC employees. Images remain on ARC's secure servers, until the final deliverable is returned to Fullerton School District. No third parties are involved with the scanning process, transportation or storage.

PREP: ARC will prepare your documents for scanning by removing all binding materials (e.g., staples, paper clips, clamps, coil binders, comb binders, velo bindings, fold-over tab binders, 3 ring binders, etc.).

SCAN: ARC will scan all documents.

DETAILED PROCESSING STEPS:

- ARC will come onsite to securely box all documents for transportation.
- ARC will capture info found on each plan-set drawer for the purpose of replacement at project completion.
- ARC will scan all documents at 200 DPI, B&W images into one multipage PDF document per plan-set.
- ARC will re-assemble documents by re-stapling documents back into original sets as received. ARC will remove hanging tabs and sticks and will return all sticks.
- Index: Will capture label info located on drawer and/or 1st page of plan-set. Folder structure and final naming convention to be determined upon review.
 - School Name
 - DSA # or Project Name
 - Date
- ARC will return all documents in transportation boxes upon project completion and customer approval.
- ARC will store the documents for up to 30 calendar days after completion of the project to allow the customer time to review the samples and request any warranty work.
- ARC will return images on a 32 GB thumb-drive.
- Project completion is estimated at 45 to 60 business days after indexing and quality has been approved.

Rates & Services Pricing

Service	Description	QTY	Unit	Per Unit	Extended
Plan Sheet Imaging – B&W	Convert Large Format Sheets to PDF (12x18 up to 36x48) B&W - 200 DPI .	25,500	Image	\$0.85	\$21,675.00
Indexing - File Naming	Subjective Manual Extraction of Key Data - Includes up to 4 Short Attributes & Document Exploration .	1,700	Roll	\$0.45	\$765.00
Onsite Retrieval Prep	Document Packaging (no inventory) to make ready for transport. ; will capture original drawer info.	20	Hour	\$65.00	\$1,300.00
Document De-Prep Labor	Restoring or Re-binding of physical documents after scanning to original state .	1,700	Roll	\$0.25	\$425.00
Logistics	Document Transportation - Pickup* .	2	Trip	\$85.00	\$170.00
Onsite Retrieval Prep	Return of plan-sets to original drawers .	8	Hour	\$65.00	\$520.00
Logistics	Document Transportation - Delivery* .	2	Trip	\$85.00	\$170.00
Data Deliverable	32 GB Drive with Data .	1	Each	\$50.00	\$50.00
				Service Total	\$25,075.00

Additional Scope Details:

Chain Of Custody Level – Box/Drawer Level

Note: Prices submitted are considered firm for sixty (60) days. The pricing above is based on the initial assessment and 'best' condition assumptions excluding 'Additional Scope Questions'. Any deviation from the above assumptions must be mutually agreed upon by both parties and may impact both schedule and price and will be subject to a Change Order. ARC will produce a Pilot or sample to each Department to insure Indexing (Folder Structure & File Naming) for process approval from Fullerton School District prior to producing entire collection. Actual quantities processed will determine final pricing, which may be lower or higher than this estimated total amount. Fullerton School District will assign a Project Manager or Point Of Contact in coordination with ARC Project manager to insure timely feedback & authorization.

ARC Document Solutions Team

Andrew Sarmiento
Senior Account Executive
213-745-3153 andrew.sarmiento@e-arc.com

Don Butler
Regional Manager - AIM Operations
657-255-0324 don.butler@e-arc.com

Dorothy "Dory" Starnes
Project Manager
626-362-2890 dorothy.starnes@e-arc.com

CONSENT ITEM

DATE: February 11, 2020

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

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

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

SUBJECT: **APPROVE CONTRACT FOR THE PURCHASE OF DSA PREAPPROVED SHADE STRUCTURES FROM FULLERTON JOINT UNION HIGH SCHOOL DISTRICT PIGGYBACKABLE BID NO. 1819-11 AWARDED TO SHADE STRUCTURE, INC. DBA USA SHADE & FABRIC STRUCTURES, THROUGH JUNE 30, 2024**

Background: Fullerton Joint Union High School District Bid No. 1819-11 for Shade Structures was awarded to Shade Structure, Inc. DBA USA Shade & Fabric Structures. Staff has reviewed the contract and has determined that it is a cost-effective means of purchasing DSA preapproved Shade Structures. The initial term of the proposed contract is February 20, 2019 through June 30, 2024.

Public Contract Code Section 20118 provides authority for the governing board of a school district to purchase from another public agency without going to bid if the board determines it to be in the best interest of said district to utilize a bid from another public agency.

Rationale: Per the provisions of Public Contract Code §20118, the governing board may authorize by purchase order or contract the purchase of equipment, materials or supplies without advertising for bids, if the board has determined it to be in the best interest of the district. Approval of this request will allow the district to utilize cost-effective means of purchasing DSA preapproved Shade Structures as required throughout the district.

Funding: Purchases will be funded from various programs and site budgets as appropriate.

Recommendation: Approve Contract for the purchase of DSA preapproved shade structures from Fullerton Joint Union High School District piggybackable bid No. 1819-11 awarded to Shade Structure, Inc. DBA USA Shade and Fabric Structures, through June 30, 2024.

RC:MM

CONSENT ITEM

DATE: February 11, 2020

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

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

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

SUBJECT: **APPROVE NOTICE OF COMPLETION FOR NEW DIMENSION GENERAL CONSTRUCTION FOR THE DEMOLITION AND REMOVAL OF THREE (3) WOOD STRUCTURE ROOF/LUNCH SHELTERS, TWELVE (12) CONCRETE COLUMNS AND A LARGE METAL STRUCTURE AT RICHMAN ELEMENTARY SCHOOL**

Background: On July 24, 2018, the Board of Trustees approved a unit price contract for general contractor services to New Dimension General Construction for services to be provided at various times throughout the school year. Currently, there is an increased need of school site repairs, installation, maintenance, and replacement work. This unit price contract allows the District to procure general contractor services on an as-needed basis. The removal of the existing worn and damaged items will help ensure the safety of students and staff of Richman Elementary School.

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

Funding: The completed contract amount not to exceed \$55,422.72 is to be paid from the General Fund.

Recommendation: Approve Notice of Completion for New Dimension General Construction for the demolition and removal of three (3) wood structure roof/lunch shelters, twelve (12) concrete columns and a large metal structure at Richman Elementary School.

RC:SS:ys
Attachment

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

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

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

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to with: Richman Elementary School, 700 S Richman Avenue, Fullerton, CA 928352, the contract for the doing of which was heretofore entered into on the 24th day of July 2018, which contract was made with New Dimension General Construction, of Anaheim Hills, CA, as contractor; that the work on said improvements was actually completed and accepted on the 11th day of February 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 Lesron Insurance Agency, Inc.; that the property hereinafter referred to and on which said improvements were made is described as follows: New Dimensions General Construction, as part of the Unit Price Contract for General Construction, FSD Project Number FSD-18-19-GF-01, this project was for the demolition and removal of three (3) wood structure roof/lunch shelters, twelve (12) concrete columns and a large metal structure at Richman Elementary School.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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

STATE OF CALIFORNIA
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this ____ day of _____ 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: February 11, 2020

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

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

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

SUBJECT: APPROVE NOTICE OF COMPLETION FOR KYA SERVICES, LLC, FOR VALENCIA PARK ELEMENTARY PLAYFIELD IMPROVEMENTS RE-BID

Background: On July 30, 2019, the Board of Trustees approved a the award of a contract for The KYA Services, LLC, Project No. 1-1-18568, under the Board Approved California Multiple Award Schedules (CMAS), Contract Number 4-19-78-0089B, of playfield improvements for the safety of staff and students attending Valencia Park Elementary School.

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

Funding: The contract amount not to exceed is \$316,921.30 to be paid from the General Fund.

Recommendation: Approve Notice of Completion for KYA Services, LLC for Valencia Park Elementary Playfield Improvements Re-Bid.

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 with: Valencia Park Elementary School, 3441 W. Valencia Dr., Fullerton, CA 92833, 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 11th day of February 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 California Multiple Award Schedules (CMAS), Contract Number 4-19-78-0089B, Project No. 1-1-18568 of playfield improvements for the safety of staff and students attending Valencia Park Elementary School.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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

STATE OF CALIFORNIA
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this _____ day of _____ 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: February 11, 2020

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

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

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

SUBJECT: **AWARD CONTRACT FOR TRANSPORTATION DEPARTMENT MODULAR BUILDING, FSD-19-20-MF-03 RE-BID, FOR THE INSTALLATION OF A NEW MODULAR CLASSROOM BUILDING TO BUILTALL CONSTRUCTION**

Background: The Fullerton School District advertised for bids for Transportation Department Modular Building FSD-19-20-MF-03 RE-BID. Fourteen (14) contractors attended a mandatory job walk on December 19, 2019 and eight (8) contractors submitted a bid on January 22, 2020.

Contractor	Bid Amount
BUILTALL CONSTRUCTION	\$882,750.00
New Dimension General Construction	\$896,000.00
IVL Contractors	\$958,000.00
Roadway Engineering & Construction	\$963,400.00
Pub Construction, Inc.	\$999,000.00
DBMC, Inc	\$1,043,000.00
Dalke & Sons Construction	\$1,056,890.00
Marjani Builders	\$1,195,000.00

Rationale: Legal advertisements of notice calling for bids was placed in the *Daily Journal* on December 11th 2019 and December 18th 2019, staff received and opened eight (8) bids. District has reviewed and recommends the award to BuiltALL Construction.

Funding: The contract amount of \$882,750.00 will be paid from the General Fund.

Recommendation: Award contract for Transportation Department Modular Building, FSD-19-20-MF-03 RE-BID, for the installation of a new modular classroom building to BuiltALL Construction.

RC:MM:SS:ys

CONSENT ITEM

DATE: February 11, 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 WITH PAUL FLOWERS, 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 do 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 with Paul Flowers, 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

Attachment

FULLERTON SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and Paul Flowers

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 Paul Flowers (Name of specific individual, if required)

2. Term. Contractor shall commence providing Services under this Agreement on February 12, 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 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 \$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: PAUL FLOWERS
Address: 3162 SUNSET VISTA CT.
City, ST, Zip: CHINO HILLS CA 91709
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 12 day of February, 2020.

FULLERTON SCHOOL DISTRICT

CONTRACTOR NAME:

By: _____

By: PAUL Flowers

(Signature) _____

(Signature) Paul Flowers

Title:

Title: STATE INSTRUCTOR / DRIVER TRAINER

Date:

Date: 1-22-20

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

Taxpayer I.D. Number:

ON FILE

CONSENT ITEM

DATE: February 11, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: John Caldecott, Interim Director, Classified Personnel Services
SUBJECT: APPROVE/RATIFY CLASSIFIED PERSONNEL REPORT

Background: The Classified Personnel Report reflects changes in employee status and was received by the Personnel Commission at its regular meeting on January 27, 2020.

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

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

Recommendation: Approve/Ratify Classified Personnel Report.

JC:ef
Attachment

**FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 1/27/20
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 2/11/20**

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
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 1/27/20
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Sissons	Alyssa	Instructional Asst./SE II	6% Medical Stipend	12/4/19	54	6.00	121	B14/5
Linarez	Cristina	Instructional Asst./SE II	Add 2% Medical Stipend	11/8/19	12	6.00	121	B14/2
Sanchez	Rosita	Playground Supervisor - Sub	Add Inst. Asst/SE I - Sub classification	12/2/19	99	0.00	121	B11/1
Vega	Christian	Custodian I - Sub	Add Transporter - Sub classification	12/3/19	50	0.00	531	B20/1
Employee ID	4972		CFRA Leave 10/30/19-1/3/20, returning 1/6/20	12/20/19				
Employee ID	5550		CFRA Leave 12/23/19-1/3/20	12/20/19				
Employee ID	2292		FMLA 11/26/19-12/30/19	11/18/19				
Employee ID	4941		FMLA 11/27/19-12/31/19	11/27/19				
Guerrero	Sandra	Food Service Asst. I	Hire Probationary Status	11/15/19	90	2.00	606	B11/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 1/27/20
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Gomez	Joel	Bus Driver - Sub	Hire Sub Status	12/2/19	56	0.00	565	B21/1
Tualla	Raymond	Custodian II - Sub	Hire Sub Status	12/11/19	53	0.00	542	B24/1
Sambrano	Jennifer	Food Service Asst. I - Sub	Hire Sub Status	12/16/19	90	0.00	606	B8/1
Cornejo	Kathleen	Health Asst. - Sub	Hire Sub Status	12/6/19	99	0.00	100	B17/1
Cruz	Anthony	Mechanic I - Sub	Hire Sub Status	12/9/19	56	0.00	565	B25/1
Gebhart	Susan	Playground Supervisor - Sub	Hire Sub Status	12/4/19	99	0.00	100	B7/1
Castel De Oro	Marissa	Playground Supervisor - Sub	Hire Sub Status	12/12/19	99	0.00	100	B7/1
Arreola	Jacquelin	Playground Supervisor - Sub	Hire Sub Status	12/13/19	99	0.00	100	B7/1
Duran	Aurora	Instructional Asst./SE I	Increase from 3hrs to 6hrs	10/18/19	15	3.00	242	B14/2
Employee ID	7554		LOA 1/7/20-2/18/20 (revised dates)	12/26/19	24	15.5/wk	100	B11/2
Employee ID	3784		Medical Leave 12/9/19 - 1/6/20	12/13/19	60			

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Employee ID	6078		PDL 12/9/19-4/1/20	12/23/19				
Vasquez	Jessica	Food Service Asst. I	Replacement for Cristina Luna	12/3/19	90	1.30	606	B8/1
Trumpour	Brittany	Instructional Asst./Rec.	Replacement for Erin Vasquez	12/3/19	10	3.00	100	B11/3
Cipriano	Christy	Food Service Asst. I	Replacement for Esther Surjanto	12/12/19	90	1.50	606	B8/4
Hammouri	Hana	Food Service Asst. I	Replacement for Sandra Guerrero	12/30/19	90	6.50	606	B8/6
Mohammed	Parisa	Supervisor, Nutrition Services	Replacement for Shannon Illingworth	12/9/19	90	8.00	606	M10/3
Morones	Cynthia	Health Asst.	Resignation - Will not remain as Sub	12/17/19	10	3.75	402	B17/2
Tran	Jennifer	Instructional Asst./Rec.	Resignation - Will not remain as Sub	12/17/19	21	3.75	100	B11/3
Barrios	Kristin	Instructional Asst./SE II	Resignation - Will not remain as Sub	12/19/19	17	6.00	242	B14/2
Bernardo	Krysten	Instructional Asst./SE II	Resignation - Will not remain as Sub	12/19/19	13	6.00	504 (50%) 505 (50%)	B14/2
Salalima	Shaila	Instructional Asst./SE II	Resignation - Will not remain as Sub	12/19/19	15	6.00	242	B14/2

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Olivares	Jessica	Social Services Asst.	Resignation - Will not remain as Sub	12/19/19	20	6.00	212	B17/4
Biviano	Daniel	Instructional Asst./Reg.	Resignation on Probation - will not remain as Sub	12/19/19	19	3.75	100	B11/1
O'Neil	Julie	Instructional Asst./Reg.	Resignation on Probation - will not remain as Sub	12/19/19	15	3.00	100	B11/1
Vasquez	Genesis	Instructional Asst./Reg.	Resignation on Probation - will not remain as Sub	12/19/19	28	3.00	383	B11/1
Guerrero	Sandra	Playground Supervisor - Sub	Resigned from FSA I and rehired as Playground Sup Sub	11/21/19	90	0.00	100	B7/1
Rocha	Antonio	Buyer - Sub	Separation - NLA	12/6/19	50	0.00	531	B28/14
Hogan	Janice	Clerical Asst. I - Sub	Separation - NLA	12/6/19	99	0.00	403	B17/1
Medina	Idris	Clerical Asst. I - Sub	Separation - NLA	12/6/19	99	0.00	403	B17/1
Lopez	Guadalupe	Custodian I - Sub	Separation - NLA	12/26/19	53	0.00	542	B17/1
Rohm	Raquel	Instructional Asst./Reg. - Sub	Separation - NLA	12/6/19	99	0.00	100	B11/1
Luong	Jean	Instructional Asst./SE - Sub	Separation - NLA	12/6/19	99	0.00	242	B14/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Mann	Nicole	Instructional Asst./SE - Sub	Separation - NLA	12/6/19	99	0.00	242	B14/1
Martinez	Bernadette	Instructional Asst./SE - Sub	Separation - NLA	12/6/19	99	0.00	242	B14/1
Chandler	Maria	Instructional Asst./SE - Sub	Separation - NLA	12/23/19	99	0.00	121	B14/1
Larios	Lucero	Payroll Technician II - Sub	Separation - NLA	12/6/19	50	0.00	530	B24/2
Cabrera	Debora	Playground Supervisor - Sub	Separation - NLA	12/6/19	99	0.00	100	B7/1
Padilla	Jessyca	Playground Supervisor - Sub	Separation - NLA	12/6/19	26	0.00	100	B7/1
Willis	Alma	Instructional Asst./SE I	Service Retirement - Will not remain as Sub	12/19/19	19	4.00	130	B14/6
Roberson	Gary	Maintenance Worker II	Service Retirement - Will remain as Sub	12/18/19	53	8.00	533	B27/6
Romo	Hugo	Custodian I	Temporary Add'tl Hours - NTE 11.25	11/25/19	53	19/wk	542	B17/6
Siqueiros	Ignacio	Custodian I	Temporary Add'tl Hours - NTE 11.25	11/25/19	53	18.75/wk	542	B17/6
Stenos	Evangelia	Food Service Asst. I	Temporary Add'tl Hours - NTE 128 hours	12/2/19	90	2.50	606	B8/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Arechiga	Gina	Bus Driver	Temporary Add'tl Hours - NTE 16 hours	12/26/19	56	28.6/wk	565	B21/5
Pirali	Oralia	Bus Driver	Temporary Add'tl Hours - NTE 16 hours	12/26/19	56	31.1/wk	565	B21/6
Gonzalez	Eduardo	Food Production Manager	Temporary Add'tl Hours - NTE 16 hours	11/25/19	90	8.00	606	M6/3
Wikes	Nancy	Supervisor, Nutrition Services	Temporary Add'tl Hours - NTE 16 hours	11/25/19	90	8.00	606	M10/3
Brandon	Nickolas	Custodian I	Temporary Add'tl Hours - NTE 24	11/25/19	53	18.75/wk	542	B17.1
Gonzalez	Benito	Custodian I	Temporary Add'tl Hours - NTE 24	11/25/19	53	25/wk	542	B17/6
Singh	Parveen	Account Clerk I	Temporary Add'tl Hours - NTE 3.5	12/20/19	90	6.00	606	B20/1
Mondragon	Gloria	Food Service Asst. I	Temporary Add'tl Hours - NTE 32 hours	12/2/19	90	2.50	606	B8/6
Cornejo	Maria	Food Service Asst. I	Temporary Add'tl Hours - NTE 40 hours	11/18/19	90	2.00	606	B8/6
Mohammad	Parisa	Supervisor, Nutrition Services	Temporary Add'tl Hours - NTE 40 hours	12/17/19	90	8.00	606	M10/3
Wikes	Nancy	Supervisor, Nutrition Services	Temporary Add'tl Hours - NTE 40 hours	12/20/19	90	8.00	606	M10/3

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
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Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Juarez	Elizabeth	Clerical Asst. I - Sub	Temporary Add'tl Hours - NTE 584 hours	12/2/19	56	0.00	565	B17/1
Arroyo	Gloria	Food Service Asst. I	Temporary Add'tl Hours - NTE 64 hours	12/2/19	90	4.00	606	B8/6
Sukhadia	Jayantika	Food Service Asst. I	Temporary Add'tl Hours - NTE 64 hours	12/2/19	90	3.80	606	B8/6
Aguinaga	Guadalupe	Food Service Asst. I	Temporary Add'tl Hours - NTE 70 hours	11/5/19	90	6.00	606	B12/6
Reyes	Georgina	Bus Driver	Temporary Add'tl Hours - NTE 8	12/20/19	56	30.6/wk	565	B21/6
Estrada	Rally	Food Service Asst. I	Temporary Add'tl Hours - NTE 99 hours	12/2/19	90	2.50	606	B8/6
Fregoso	Ernesto	Stock Clerk/Transporter	Temporary Add'tl Hours from 11/25/19-1/3/20	11/25/19	50	8.00	531	B22/6
Employee ID	7554		Temporary LOA 1/6/20-2/19/20	12/20/19	24	15.5/wk	100	B11/2
Employee ID	3586		Temporary LOA 12/10/19-1/3/20, returning 1/6/20	12/23/19	59	4.00	409	B21/6
Employee ID	7182		Temporary LOA 12/23/19-6/1/20	12/20/19	17	18.75/wk	302	B11/3
Employee ID	8025	Instructional Asst./Reg.	Termed on Probation	12/13/19	28	3.25	383	B11/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
 WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 1/27/20
 WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 2/11/20

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Naranjo	Angela	Instructional Asst./Rec.	WOC as ASES Site Lead	9/30/19	60	8.00	329	B18/4
Surjanto	Esther	Food Service Asst. I	WOC as Food Production Coordinator Asst.	12/13/19	90	3.80	606	B26/1
Hernandez	Leticia	Food Production Coordinator Asst.	WOC as Food Production Manager	12/13/19	90	8.00	606	B26/6
Adams	Pamela	Food Service Asst. III	WOC as Food Specialist	12/2/19	90	8.00	606	B21/5

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: February 11, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: **APPROVE RENEWED PLACEMENT AGREEMENT WITH BRANDMAN UNIVERSITY EFFECTIVE MARCH 1, 2020 THROUGH MARCH 1, 2023**

Background: Brandman University is an extension of the Chapman University System, and is a fully accredited institution of higher education. The District has a long-standing partnership with Chapman University and Brandman University in support of their teacher preparation, school psychology, and education administration programs. At this time, Brandman University wishes to renew its placement agreement with the District to enable their students the opportunity to complete their practicum in schools within the District.

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

Funding: No cost to Fullerton School District.

Recommendation: Approve Renewed Placement Agreement with Brandman University effective March 1, 2020, through March 1, 2023.

CH:nm
Attachment



SUPERVISED INTERNSHIP AGREEMENT

This form shall apply to all students who are currently enrolled in a program in which a supervised internship is required with Brandman University or Chapman University.

SCHOOL PSYCHOLOGY

EDUCATION ADMINISTRATION

SCHOOL COUNSELING

THIS AGREEMENT is made and entered into on this _____ day of _____, 20____, between the UNIVERSITY and the _____ School District and the _____ FIELDWORK SITE.

WHEREAS an INTERNSHIP is defined as a period of time in which a student is required to complete educational requirements which include the completion of supervised UNIVERSTY and FIELDWORK SITE requirements and during which time the INTERNSHIP shall be an integral educational activity of the California Commission on Teacher Credentialing and the COUNCIL ON ISSUES.

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY shall ensure that the student shall complete the educational requirements and be eligible to be employed by the _____.
- B. The UNIVERSITY shall designate a faculty member to coordinate, supervise and collaborate with the classroom teacher or district supervisor at the FIELDWORK SITE the additional reach of the student assigned to FIELDWORK SITE and student fieldwork requirements.
- C. The UNIVERSITY shall ensure ongoing communication and collaboration of the student regarding his/her performance at the FIELDWORK SITE and any adjustment between the UNIVERSITY, faculty member and the FIELDWORK SITE.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide and supervise the student in each phase of the FIELDWORK SITE and provide the direct supervision and instruction of each assignment at the FIELDWORK SITE as provided in the district and supervisory requirements of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE shall provide student with a student assignment that is designed to meet both district and university requirements and objectives.
- C. The FIELDWORK SITE shall provide and through instruction and support of a student assignment that is designed to meet both district and university requirements at the FIELDWORK SITE.

Agreement

6. This Agreement shall be deemed to be in full force and effect with the date of the State of California in effect at the time of the execution of this Agreement. Should either party fail to perform its obligations under this Agreement, the other party shall have the right to terminate this Agreement and to sue for damages in a court of competent jurisdiction in the State of California.

IV. TERM AND TERMINATION OF AGREEMENT

A. THE TERM OF THIS AGREEMENT shall be for a period of one (1) year, commencing on the date of the execution of this Agreement. This Agreement may be renewed for an additional term of one (1) year, provided that the parties agree in writing to the same.

B. THIS AGREEMENT may be terminated by either UNIVERSITY or IELOR SITE with or without cause. The party terminating this Agreement shall be deemed to be in breach of this Agreement and shall be liable for all damages and costs incurred by the other party as a result of the termination of this Agreement. The party terminating this Agreement shall also be liable for all costs incurred by the other party in connection with the termination of this Agreement.

SIGNATURES:

IELOR SITE Signature _____
Name _____
Title _____
Date _____

UNIVERSITY Signature _____
Name Christi L. Witt
Title Executive Vice Chairperson and
Administration and Communications Director
Date _____

Appendix A
Definition of Internship

- A. An INTERNSHIP is defined as a program to the COUNCIL ON ISSUES and a program which is a COUNCIL ON ISSUES program and is carried out with an Institutional Credit program and the communication of the UNIVERSITY.
- B. INTERNSHIP has not directly related to ELDER SITE program or ELDER SITE with a program to provide a better education that is carried out with the appropriate credit program and a program which is carried out and a program which is the program that is the most important.
- C. The institutional program which is carried out to the program and the program which is carried out a program which is carried out.
- D. The institutional program is carried out in order to provide the INTERNSHIP with a program which is carried out as a paid program in the program that the institutional program is carried out to meet a program which is carried out ELDER SITE program to provide a program which is carried out the program which is carried out in order to provide a program which is carried out.
- E. The Institutional Credit program is carried out in the ELDER SITE program and the UNIVERSITY has not the COUNCIL ON ISSUES or the ELDER SITE'S program.

Appendix B
Specific Supervision Requirements for Each Program

School Counseling Fieldwork:

A) Candidates are assigned to work with a school counselor in a school setting for a minimum of 100 hours. The candidate must be supervised by a school counselor who is licensed in the state of Florida.

B) Candidates must be supervised by a school counselor who is licensed in the state of Florida.

- a) Candidates are assigned to work with a school counselor in a school setting for a minimum of 100 hours.
- b) Candidates are assigned to work with a school counselor in a school setting for a minimum of 100 hours.
- c) Candidates are assigned to work with a school counselor in a school setting for a minimum of 100 hours.
- d) Candidates are assigned to work with a school counselor in a school setting for a minimum of 100 hours.
- e) Candidates are assigned to work with a school counselor in a school setting for a minimum of 100 hours.
- f) Candidates are assigned to work with a school counselor in a school setting for a minimum of 100 hours.
- g) Candidates are assigned to work with a school counselor in a school setting for a minimum of 100 hours.
- h) Candidates are assigned to work with a school counselor in a school setting for a minimum of 100 hours.
- i) Candidates are assigned to work with a school counselor in a school setting for a minimum of 100 hours.
- j) Candidates are assigned to work with a school counselor in a school setting for a minimum of 100 hours.
- k) Candidates are assigned to work with a school counselor in a school setting for a minimum of 100 hours.
- l) Candidates are assigned to work with a school counselor in a school setting for a minimum of 100 hours.

C) The DIELER SITE has candidates activities that are assigned at minimum of 100 hours of fieldwork.

D) The DIELER SITE is in collaboration with the UNIVERSITY of Florida to provide candidates with fieldwork opportunities. The student must be supervised by a school counselor who is licensed in the state of Florida.

E) The DIELER SITE has candidates that the student must be assigned a minimum of 100 hours of fieldwork.

F) The DIELER SITE is in collaboration with the UNIVERSITY of Florida to provide candidates with fieldwork opportunities.

G) The DIELER SITE has candidates that the student must be assigned a minimum of 100 hours of fieldwork.

I. Specific Supervision Requirements School Psychology Fieldwork:

A) Candidates are assigned to work with a school psychologist in a school setting for a minimum of 100 hours. The candidate must be supervised by a school psychologist who is licensed in the state of Florida.

B) Candidates must be supervised by a school psychologist who is licensed in the state of Florida.

C. Provide evidence with a valid accreditation program

1. Provide evidence that due to a valid accreditation program

a. Data and direct materials Acquisition and management information and the program

b. Curriculum and evaluation with other organizations and certification of accreditation program

c. Accreditation process and program academic standards and procedures

d. Evidence of quality and effectiveness of the program

e. Home school committee accreditation process with parents and community members

f. Learning assessment data and program evaluation and program

g. Certification is provided and documented activities

h. Certification is provided accreditation process

i. Learning assessment and other technical and information system

j. Learning assessment data and student development

E. The IELCC RRS SITE has provided activities that are available at minimum level of accreditation evidence as a result of the middle school which had which other

1. The IELCC RRS SITE is in agreement with the UNIVERSITY in dedicating the school which has at least one year of accreditation in School which is the primary evidence. The student may also with other accreditation which is the primary activities. It is also the school accreditation as a result of the IELCC RRS SITE to provide accreditation process that is in the accreditation

G. The IELCC RRS SITE has provided that the student is available as a result of the school accreditation and other activities which are available as a result of the accreditation process which may time may be provided at the accreditation of the IELCC RRS SITE

H. The IELCC RRS SITE accreditation is in agreement with the UNIVERSITY accreditation process at least one year of accreditation of the student accreditation process as the school accreditation process

I. The IELCC RRS SITE has provided that the student is available as a result of the accreditation process and other activities which are available as a result of the accreditation process. In addition, the student is available as a result of the accreditation process. SELA process is committed and that health is provided as a result of the accreditation process and other activities which are available as a result of the accreditation process

School Administration Fieldwork:

- A The IELCC OR SITE has identified student with individual academic achievement scores and a corresponding school administration
- The IELCC OR SITE has identified student with corresponding with a district student organization
- C The IELCC OR SITE has identified student with corresponding with a district educational program
- The IELCC OR SITE has identified that the student receives a award of honor or individual academic achievement and has been selected as a representative of the school at the time of the district conference at the district level or the IELCC OR SITE
- E The IELCC OR SITE has identified a relationship with the UNIVERSITY representative at that site or other organization of the district or other school or each district
- The IELCC OR SITE has identified that the student is involved in the IELCC OR SITE as a part of the district organization and is provided a representative of the district and advocate organization. In addition, the student has been identified to participate in district activities and that he/she is provided appropriate time and resources to attend district educational programs and activities.

CONSENT ITEM

DATE: February 11, 2020

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

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

SUBJECT: **APPROVE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN FULLERTON SCHOOL DISTRICT AND CALIFORNIA EMERGING TECHNOLOGY FUND (CETF) AND HUMAN I-T (HIT), FOR AFFORDABLE INTERNET PROGRAM TO EXPAND HOME BROADBAND ACCESS FROM FEBRUARY 15, 2020 THROUGH FEBRUARY 15, 2021**

Background: A few local internet service providers (ISPs) provide low cost monthly Internet access to families that qualify (based on income). California Emerging Technology Fund (CETF) is a non-profit that creates relationships between school districts and local information technology (IT) companies to assist local families with getting set up on the lowest cost Internet plans available.

Rationale: It is possible that a number of our parents/families are paying more for internet access than they need to be. This partnership will create a way for our families to contact an IT company (HIT) to assist them with finding and signing up for low-cost home Internet access.

Funding: There is no cost to this program for the District. HIT will provide IT support to parents, will answer all phone calls, etc. The District will expend time, resources advertising the program on our website, reaching out to families with this information through our Blackboard messaging system, and with our technicians and Technology Library Media Assistants telling students about the program.

Recommendation: Approve MOU between Fullerton School District, California Emerging Technology Fund, and Human I-T affordable home Internet access program from February 15, 2020 through February 15, 2021.

JM:kv
Attachment

**Affordable Internet Program Memorandum of Understanding
among the California Emerging Technology, Fullerton School District and
human-I-T to Expand Home Broadband Access**

This is a Memorandum of Understanding (MOU) is an agreement between and among the California Emerging Technology Fund (CETF), Fullerton School District (FSD) and human-I-T (HIT) to support awareness of affordable home broadband options and assisting households interested in adopting broadband and obtaining a free or low-cost computing device. When referring to all entities they will be known as “partners”.

In furtherance of this effort, this MOU establishes the framework for a working relationship between the parties to this agreement and summarizes the services and resources that each commits to this Program. All partners recognize that this is an initiative to support the students and families of FSD with the intention of continuing if all parties deem the results of value.

I. Context

CETF is seeking to partner with Fullerton School District to close the Digital Divide in a way that builds upon a shared goal of making sure no one is left behind in the Digital Age. CETF wants to join forces with public agencies to promote broadband adoption among disadvantaged customers or clients who are eligible for the discounted broadband programs. CETF seeks to leverage the mission of public agencies, especially school districts, in assisting low-income residents to move out of poverty by accessing services, including those available through the Internet. School districts find that online communications and services can benefit their students, parents and the district.

Having a CBO partner who works directly with families enables more households to adopt. human I-T (HIT) connects low-income individuals and non-profits to technology, internet, and digital training. By reusing instead of recycling electronics, HIT transforms e-waste into opportunities to promote digital inclusion and digital access.

Target Population

Fullerton School District (FSD) plays a leadership role in the delivery of quality education and services to more than 12,835 elementary students in Orange County. FSD provides education related services to over 2,895 English Language Learners and close to 48% of FSD families are on the Free or Reduced Lunch Program. In addition, there are many more households that are paying market rate that could also be eligible for affordable rates. The school district will send information to families that can then choose to contact human I-T. The District is not providing student or family information to human I-T or CETF. If a family wants to subscribe to an affordable offer the family will provide their personal information to the Internet Service Provider (ISP) and human I-T. CETF and HIT will not share or use any data collected other than

for the purpose of Internet sign up and all data collected will be destroyed if the relationship between the three parties was ended.

II. Scope of Work

CETF, FSD and HIT will work collaboratively to expand home connectivity in the Fullerton School District as described below:

FSD

- Work with partners to develop a work plan for the program.
- Contact 6,000 households on the Free and Reduced Lunch Program with a goal of 2,000 households connected and Chromebooks distributed to eligible households up to 2,000.
- Families in zip codes 92831, 92832, 92833, 92835 are not eligible for the Frontier Chromebook offer. However, they are eligible for affordable Internet offers.
- FSD will not provide a list of eligible district participants to the partners.
- Provide families the documentation needed to qualify and explore ways to store the documentation online.
- Use a combination of communications channels to reach households including email and text.
- Champion this partnership among school district and school site leadership.
- Actively communicate training opportunities using parent/guardian communication channels.

human I-T

- Work with partners to develop a work plan for the program.
- Assist interested households in person and over the phone, text, and email with home broadband connectivity and share all low-cost options available.
- Assist individuals with completing the sign up process for broadband at home.
- Provide low cost hardware when applicable to families who connect to low cost Internet.
- Refer families to organizations for digital literacy training by referring families to EveryoneOn.org
- Host sign up events at schools.
- Track and share data monthly from households that subscribed to the ISP of their choice with CETF as documentation of the subscription. human I-T describes to clients that it will request a copy of the first bill showing the name, address, account number, and new service.

CETF

- Work with partners to develop a work plan for the program.
- Assist FSD and human-I-T to modify and co-brand collateral materials for distribution to eligible households.

- Provide school banners to FSD for displaying at participating schools.
- Provide guidance on overall strategy, work plan and implementation of the partnership.
- Monitor and track issues with enrollment and share information with providers and state/federal regulators.
- Communicate to Frontier Communications the number of devices encumbered.

All Partners

- Assign designated staff responsible for overall project implementation.
- Host monthly call to review progress.
- Support partnership model with other school districts.

III. Deliverables

FSD, HIT and CETF will provide the following:

- A work plan agreed upon by all partners by February 15, 2020.
- FSD chooses collateral provided by HIT and CETF. FSD can request co-branding and edits so that parents know the program is affiliated with FSD.

IV. Partner Contacts

Jeremy Davis, CCTO	AJ Middleton	Marissa Canche
Assistant Superintendent of Innovation and Instructional Support	Program Manager	Program Manager
Fullerton School District	human I-T	California Emerging Technology Fund
jeremy_davis@myfsd.org	Jmiddleton@human-i-t.org	marissa.canche@cetfund.org
714-447-7478	562-247-0036	626-628-4204

V. Term of this MOU

This MOU will extend for one year from February 15, 2020 through February 15, 2021. There is the opportunity to extend the MOU and exceed the numbers should the demand for subscriptions and devices.

VI. Compensation

CETF will compensate human-I-T through amending existing Grant Agreements for subscriptions in the Frontier and Charter service areas consistent with existing Grant Agreements between CETF and HIT. The rates remain the same: \$60 for the Frontier Service Area; and \$120 for the Charter Service Area. The Chromebooks are only available free for households in the Frontier Service Area.

There is no legal or financial obligation for FSD. CETF nor HIT will provide financial compensation to FSD. This MOU is pursuant and subject to Frontier Communications fulfilling its public benefit obligations to provide free Internet-enabled computing devices (agreed-upon between CETF and Frontier as Chromebooks) and funding for grants to community-based organizations in compliance with the MOU between the California Emerging Technology Fund and Frontier Communications signed on October 23, 2015 and memorialized in the decision by the California Public Utilities Commission (CPUC) to approving Frontier's acquisition of Verizon landline network and service. Should Frontier Communications abandon its public benefit obligations and not be forced to comply by the CPUC and/or judicial courts, then CETF is hereby relieved of any obligation to provide computing devices and/or grant funding to human-I-T as set forth in this MOU.

VII. Independent Contractor

As an independent contractor, HIT will be responsible for all taxes and fees related to compensation and will not be entitled to employee benefits, workers compensation, unemployment insurance, or any other consideration provided by FSD.

VIII. Modification

Modification of this MOU can be made in writing by mutual consent of CETF, FSD and human-I-T.

IX. Termination

This MOU may be terminated by any party without cause upon 30 days written notice to CETF. CETF reserves the right to terminate the MOU at any time and to withhold, suspend or cancel any scheduling funding. In the event that CETF terminates the MOU as provided herein, human-I-T, as a CETF Grant recipient, shall return all unused Grant funds to CETF within the time period specified by CETF upon termination.

X. Applicable Law and Disputes

This MOU will be governed by the laws of the State of California. If any portion of this Agreement should be held to be invalid that will not adversely impact the validity of all other portions of the Agreement.

If a dispute between the parties to this MOU should arise, every effort will be made to resolve the dispute amicably. Should it prove impossible to resolve a dispute, then the dispute will be submitted to arbitration according to the rules of the American Arbitration Association.

XI. Indemnification

The California Emerging Technology (CETF) and human I-T agree to defend, indemnify and agree to hold harmless the District, and its Board of Education, officers, employees, representatives, agents, guests, invitees, and volunteers (“Indemnified Parties”) from any and all liabilities, claims, losses, judgments, damages, demands, costs, or expenses including court costs, arbitration costs and attorney’s fees that may be incurred as a result of, in connection with, or in any way related to the provision of goods or services to the District or on behalf of the District.

XII. Signatures

By affixing their signatures to this Agreement, both parties signify their agreement to all of its terms, as formulated above.

Jeremy Davis, CCTO
Assistant Superintendent of Innovation and Instructional Support
Fullerton School District
714-447-7478

Date

James Jack, Co-Founder
human-I-T
130 Pine Ave, Suite 200
Long Beach, California 90802

Date



Susan E. Walters, Senior Vice President
California Emerging Technology Fund
414 13th Street, 2nd Floor
Oakland, California 94612

02/05/2020

Date

Sunne Wright McPeak

Sunne Wright McPeak, President and CEO
California Emerging Technology Fund
414 13th Street, 2nd Floor
Oakland, CA 94612

02/05/2020

Date

CONSENT ITEM

DATE: February 11, 2020

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

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

PREPARED BY: Sam Ricchio, Assistant Director, Innovation and Instructional Support

SUBJECT: APPROVE AGREEMENT BETWEEN THE FULLERTON SCHOOL DISTRICT AND SKY TECHNOLOGY SOLUTIONS FOR THE PURCHASE OF DISTRICT WIDE CABLING SERVICES BEGINNING JULY 1, 2020 THROUGH JUNE 30, 2024

Background: The District wants to purchase network cabling services for various sites throughout the district. Many of the Districts network cabinets were installed before modern networking equipment existed. Through a competitive bidding process the Fullerton School District has determined that Sky Technology Solutions is the most competitive bidder with regards to price, certifications and references.

Rationale: The modern network equipment that we purchase to stay current with networking technology does not fit correctly in some older cabinets. It is larger and prevents us from closing the doors to the cabinets. This allows more dust to enter and creates more noise. Replacing the cabinets requires us to rewire the whole cabinet. Also, periodically the Fullerton School District also requires Cat 6 network cable to be repaired or installed in classrooms and offices.

Funding: The total cost for this agreement is \$54,130.25 and 80% of the cost will be covered by eRate funding. The District will only be billed for the non-funded portion. The contract is completely dependent on eRate funding approval and the districts ability to pay at the time of purchase. If the District is denied eRate funding or the District lacks matching funds at the time of purchase, the contract is null and void and nothing will be owed by the Fullerton School District. The balance of the non-funded portion will be paid from the Innovation and Instructional Support budget 409.

Recommendation: Approve agreement between the Fullerton School District and Sky Technology Solutions for the purchase of district wide cabling services, beginning July 1, 2020 through June 30, 2024.

JD:SR:kv
Attachment

February 3, 2020

**SKY Technology Solutions.
174 W. Lincoln Ave. #519
Anaheim, CA 92805
ATTN: Nathan Huynh
SPIN: 143049561**

Dear: Mr. Cohen

This letter will confirm our decision to purchase Network Cabling Services as described in the bid December 16, 2019 to the Fullerton School District in the amount of \$54,130.25 from your company during the next E-rate funding year beginning 07/01/2020 as specified in the attached specifications and price quotation.

The procurement of these product(s)/service(s), will be dependent upon the following conditions:

1. Final budget approval of project.
2. The current fiscal condition and the ability of the Fullerton School District to have matching funding at the time E-rate funding is procured.
3. Agreement confirmation on the March 11th regular school board meeting.
4. Award of associated E-rate funding.
5. The Fullerton School District will only be billed for the non discounted portion of the equipment and installation.

To accept these terms and conditions, please sign below and return by fax to **714-447-2819**.

We will be unable to complete our E-Rate application process without full execution of this document by both parties.

We look forward to working with **SKY Technology Solutions** on this project.

Sincerely,

Fullerton School District
1401 Valencia Drive
Fullerton, CA 92833

Robert Pletka
Title: Superintendent

SKY Technology Solutions
174 W. Lincoln #519
Anaheim, CA 92805

Print Name:
Title: Executive Officer

Name Date

Name Date

CONSENT ITEM

DATE: February 11, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: **APPROVE NEW PARTNERSHIP AGREEMENT BETWEEN THE FULLERTON SCHOOL DISTRICT AND PERMISSIONCLICK**

Background: PermissionClick is a workflow management company that offers a web-based document flow/management system that streamlines acquisition of approvals and signatures. This company is an approved vendor with Alliance of Schools for Cooperative Insurance Programs (ASCIP), our third-party insurance and risk management provider. ASCIP is offering their existing district partners, at no cost, access to PermissionClick's Risk Transference and Policy Compliance tool for field trips and experiential learning.

Rationale: Using PermissionClick's online tool will make the acquisition of field trip permissions forms easier and ensure liability coverage.

Funding: There is no cost to the District as this service is paid for by ASCIP.

Recommendation: Approve New Partnership Agreement between the Fullerton School District and PermissionClick.

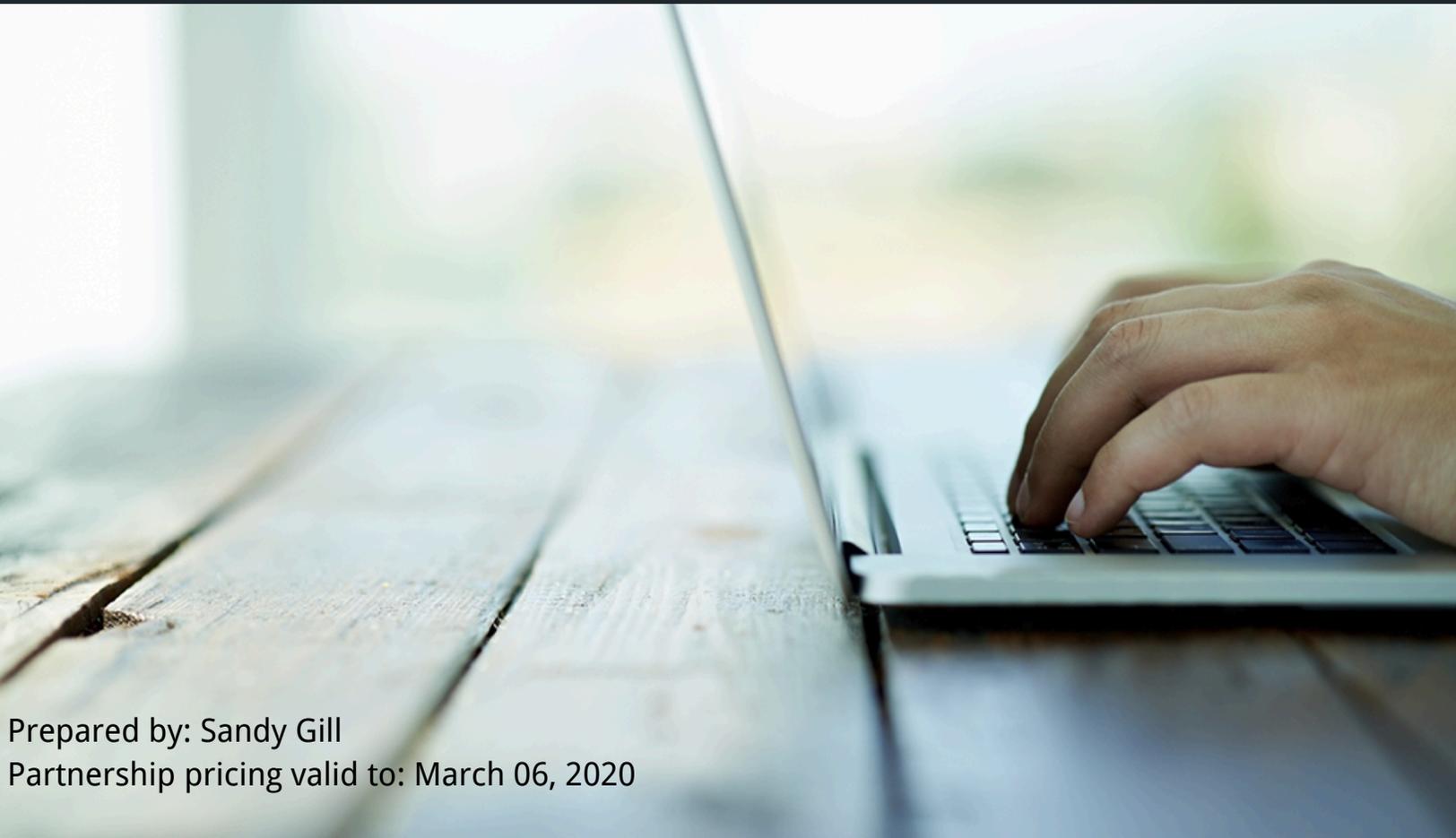
CH:nm
attachment

Permission **CLICK**

Fullerton Elementary School District

District Edition

Partnership Agreement



Permission Click

ASCIP Feature set

Pricing: Paid for by ASCIP

As per Permission Click's agreement with ASCIP, there is no charge to the District for the ASCIP Feature Set for the duration of this agreement.

Unique feature set created in partnership with Alliance of Schools for Cooperative Insurance Programs (ASCIP). This feature set focuses on Risk Transference and Liability Mitigation as it relates specifically to field trips, excursions, and experiential learning across your district.

- District Edition Base
 - All-school visibility, monitoring, and reporting
 - Up to three (3) district-level users
- School Edition account for all schools
 - Unlimited users, forms, & responses for each School Edition account
 - Full-featured form builder to create any type of school-level waiver/release/registration (etc) form
 - Google Translate (over 100 languages currently available)
 - Form Reporting and Response Dashboard
 - 24/7 access to Knowledge Base
 - Live Chat support during regular business hours
 - (Optional) payment collection, tracking, receipting, and reporting
- ASCIP Templates
 - All School Edition accounts will be pre-loaded with current ASCIP-approved field trip templates
 - District flexibility to lock, unlock, or modify sections as required
- 90-Day Onboarding Success Program
 - Industry-leading onboarding and support
 - Dedicated Customer Success Team Lead
 - Bi-weekly update calls
 - Account & user creation; account optimization
 - 1x Administrator Training Webinar (scheduled by district, recording provided)
 - Up to one (1) set of customized User Training documents (by request)

School Edition Features

Permission Click includes both a District Edition and School Edition which bolt together seamlessly. School Edition accounts will be created for each school in your district which is primarily used by School level staff and administrators to consume district forms, transmit and receive forms with parents, and conduct day to day reporting on form responses. A central District Edition account will be created and attached to each of the School Edition accounts allowing for distribution of centrally created forms and workflows, district-wide visibility, and reporting.

The '**School Edition Essentials**' edition is included with the ASCIP Feature Set license. Refer to **Exhibit C** for a full list of features included with your School Edition license.

District Edition Upgrade (Optional)

Pricing: Paid for by Fullerton Elementary School District

Beyond the ASCIP Feature Set described above, Permission Click gives your district the capability of templating forms, workflows, and processes central to policy compliance. A wide range of policies including Student Travel, Technology Acceptable Use, Human Resources, Media Release, and many more required forms and approval flows to demonstrate compliance.

District Edition Features

District Edition features (beyond the ASCIP Feature Set) included in this agreement:

- Public-Facing Templates (Technology Acceptable Use, Registration Forms, Facilities Rentals, etc)
- Internal Forms (Student Travel Request, Personal Development Request, Injury Reports, Purchase Requests, Change of School, etc)
- Customizable Internal and External Workflows with Live Revise (unlimited steps, multiple approvers, approval override)
- Dependency Questions (allows creation of logic-based approvals and workflows)
- Unlimited district-level users

School Edition Features

Permission Click includes both a District Edition and School Edition which bolt together seamlessly. School Edition accounts will be created for each school in your district which is primarily used by School level staff and administrators to consume district forms, transmit and receive forms with parents, and conduct day to day reporting on form responses. A central District Edition account will be created and attached to each of the School Edition accounts allowing for distribution of centrally created forms and workflows, district-wide visibility, and reporting.

The '**School Edition Standard**' edition is included as in your District Edition License upgrade.

Refer to the **Exhibit C** for a full list of features included with your School Edition license.

Onboarding Process

Permission Click and the District will be responsible for performing tasks throughout the 4 stages of onboarding. Your tailored onboarding plan will be finalized with your Customer Success Account Manager assigned at project start.

1. Customer Success Handoff Call
 - You will be introduced to your dedicated Permission Click Customer Success representative on a call which will include your Sales Representative, and your district project team.
 - Review the PC Onboarding task list
 - Create a cloud drive folder where assets and onboarding materials will be shared
 - Identify forms and target launch dates for each
 - Working backward from desired launch dates for forms, set dates for training and any notifications (parent, staff communications) associated with rollout
 - Discuss account creation and user management approach
2. IT Items
 - Create accounts and provision users

- Complete Google or Microsoft Active Directory hooks as required with district
 - Whitelist PC domains and IP addresses
- 3. Initial Form Build
 - PC team will build launch forms
 - Training and Review call with district team to review launch forms
 - Iterate as required
- 4. Build field support assets for rollout (as requested)
- 5. Send Internal Staff Comms (as required)
- 6. Conduct School Admin Webinar Training (as required)
- 7. Conduct Teacher Webinar Training (as required)
- 8. Send Parent Intro Communications (as required)
- 9. Launch
- 10. Conduct scheduled check-in calls following launch to ensure rollout is progressing smoothly

Training & Session Outline:

Workshop for School Site Administrators

- Proposed Timeline: 2 weeks after implementation
- Audience: District Administrators of Permission Click:
- Time: Tailored to the district depending on number of forms being implemented.
 - Recommended 1-2 hours. Subjects covered will include form tweaks, rostering, template/form creation and reporting.
- Optional post-training survey
- Access to the Knowledge Base (FAQ's/how-tos) The website provides a wealth of resources for teachers, including videos, interactive demos, screencasts, and documents on the methodology of the program.
- Help desk support Support is available for teachers and administrators via phone, email, and live chat

-

Workshop for School Staff (Teachers & Coaches)

- Proposed Timeline: 3 weeks after implementation (after Administrative training)
- Size: unlimited participants
- Audience: Teachers who will be using Permission Click:
- Time: Tailored to the district depending on number of forms being implemented.
 - Recommended 1-2 hours.
- Price: No charge; must be used within the first year of implementation

Other Included Components:

- Optional post-training survey
- Access to the Knowledge Base (FAQ's/how-tos) The website provides a wealth of resources for teachers, including videos, interactive demos, screencasts, and documents on the methodology of the program.
- Help desk support Support is available for teachers and administrators via phone, email, and live chat based on School Edition tier selected in this agreement

- Help desk support Support is available for teachers and administrators via phone, email, and live chat based on School Edition tier selected in this agreement

Re-training Workshop for District Administrators

- Proposed Timeline: 6 months to a year after implementation
- Size: unlimited participants
- Audience: Administrators of Permission Click:
- Time: Recommended 2 hours
- Subjects covered will include template/form building, process building, rostering, and reporting.
- Price: No charge; must be used within 18 months of Contract Start date.

Phase 4: Ad-hoc training available

Depending on time needed, we have additional training available for the following price:

- \$250 for a virtual training (2 hours)
- \$2000 for a half-day in-person training (3-4 hours)
- \$2500 for full-day in-person training and real-time form building

Ongoing Support

Support for users experiencing technical issues with the site is included. Users may contact us via in-app chat, phone, or email. Our Customer Success team will also support individual user requests for form building, site training, implementation, etc up to 2 hours per month. Additional time will be billed at a rate of \$100 per hour.

Implementation Plan

Core Project Team

- To be Assigned - Customer Success, PC
- Sandy Gill - Growth, PC
- Chad Hammitt, Assistant Superintendent, Fullerton Elementary School District
- Additional district sponsor and resources as assigned

Implementation Timeline

Implementation Timeline to be determined in partnership subsequent to date of signing. Timeline will be confirmed and finalized during onboarding based upon District needs.

License fees are invoiced annually, in advance. ***Commencement of onboarding activities will proceed upon receipt of payment.***

Your Investment

Pricing below is all-inclusive based on the Scope of Services outlined within this proposal.

ASCIP Feature Set License

Note: No charge to the District; these fees will be invoiced directly to ASCIP. Standalone ASCIP Edition license is for a three (3) year term, or for the period remaining in Permission Click's agreement with ASCIP.

Description	Rate	Qty	Subtotal
Onboarding Fee Four stage onboarding process as described above	\$5,000	1	\$5,000
Onboarding Fee ASCIP Partnership adjustment (invoiced to ASCIP)	-\$5,000	1	-\$5,000
Additionally Includes: Permission Click ASCIP Feature Set - Annual License Includes full access to the Permission Click ASCIP Feature Set for the duration of this Partnership Agreement. Normally, priced at 0.80 per student			
Total			\$0

District Edition License Upgrade

TOTAL AMOUNT BELOW TO INVOICED TO DISTRICT ANNUALLY

NOTE: partnership pricing indicated below is valid until March 06, 2020

Description	Price	Qty	Subtotal
To upgrade to a full District Edition License, please select your preferred agreement option below.			
<input type="checkbox"/> District Edition Features Annual License - One (1) Year Agreement Term District Edition Features as outlined in Overview	\$2.91	13,700	\$39,867
<input type="checkbox"/> District Edition Features Annual License - Three (3) Year Agreement Term District Edition Features as outlined in Overview Saving of \$6,165 over life of agreement vs. One year term	\$2.76	13,700	\$37,812
<input type="checkbox"/> District Edition Features Annual License - Five (5) Year Agreement Term District Edition Features as outlined in Overview Saving of \$20,550 over life of agreement vs. One year term	\$2.61	13,700	\$35,757
Total Annual License Fee (Year 1)			\$0

NOTE: Total Annual License Fee is subject to annual increase of 2.0% per year during each year in which this Agreement is in effect. All funds are in USD. Invoice issued and due upon signing.

ACKNOWLEDGMENT

I, Chad Hammitt have read and reviewed the above District Edition License options and have selected the option (by checking the appropriate checkbox above, where applicable) that I wish to purchase for my District.

 INITIAL
Chad Hammitt

District Information

Contact Information

Contract Approver

Name	Chad Hammitt
Title	Assistant Superintendent
Address	1401 W Valencia Dr Fullerton, California, 92833
Office Tel.	(714) 447-7400
Email	chad_hammitt@myfsd.org

Primary Contact

Name	Chad Hammitt
Title	Assistant Superintendent
Address	1401 W Valencia Dr Fullerton, California 92833
Office Tel.	(714) 447-7400
Email	chad_hammitt@myfsd.org

District Environment

District Demographics

No. of Students	13,700
No. of Schools	20

Agreement Terms

This Agreement shall commence on the Effective Date and terminate at the end of the number of months specified in the Agreement Term (the "Term").

Agreement Terms

Effective Date:	Upon Signing
Agreement Term:	Term as indicated by the District Edition License option selected.
Agreement Renewal Date	Effective Date plus the period indicated by the District Edition License option selected.
Contract Invoice Date	Invoiced and Due upon Signing For multi-year agreements, annual rebills will be invoiced 30 days prior to anniversary of Effective Date, Net 30.

Onboarding Agreement

This Onboarding Agreement (the "Agreement") is made and entered into between Fullerton Elementary School District, hereinafter referred to as "District," and Permission Click, a service provider, hereinafter referred to as "Contractor."

All correspondence to District should be sent via U.S. Mail to: Fullerton Elementary School District, 1401 W Valencia Dr, Fullerton, United States, 92833 or via email to Chad Hammitt at chad_hammitt@myfsd.org; correspondence to Contractor should be sent via International Mail to Permission Click Inc., 88 Adelaide Street, Winnipeg, MB, Canada R3A 0W2 or to Contractor's Agreement Manager at: finance@permissionclick.com

This Agreement shall govern all provisions for services which are to be delivered by Contractor to District at the expense of Alliance of Schools for Cooperative Insurance Programs ("ASCIP") and District. This Agreement is based upon the following Recitals and subject to the Terms and Conditions mutually agreed upon by the parties, and each of them.

Recitals

Whereas, District is a Local Educational Agency legally constituted in the State of California, and is fully empowered to enter into agreements with third parties for the provision of materials, services and related matters.

Whereas, District is a member agency of the Alliance of Schools for Cooperative Insurance Programs ("ASCIP"), a Public Agency Joint Liability Self-Insurance Pool.

Whereas, Contractor represents that it is a legally constituted entity fully licensed, empowered and otherwise authorized by law to provide District with access to a cloud based software system that the District can use to create, collect, store, and retrieve student permission forms;

Whereas, Contractor and ASCIP have entered into a Funding Agreement in which ASCIP has agreed to pay the one-time onboarding fee for the District to obtain the ASCIP Feature Set for each of its members who have entered into this Agreement and has offered, at its sole discretion and subject to its written approval, to pay for the costs for the District to upgrade to additional feature sets. The Funding Agreement is attached hereto as "Attachment A" and its terms are fully incorporated as set forth herein (hereinafter (the "Funding Agreement").

Whereas, Contractor and District are prepared to enter into this Agreement which sets forth additional provisions concerning Contractor's provision of cloud-based software programs at the expense of ASCIP. This Agreement is also intended to set forth the terms and conditions of certain additional upgraded feature sets which District may elect to purchase directly from Contractor at its sole cost and expense.

In consideration of the mutual promises contained in this Agreement Contractor and the District agree as follows:

Terms & Conditions

1. Contractor to Provide ASCIP Feature Set and ASCIP Approved Additional Feature Sets. Contractor covenants and agrees to provide at the expense of ASCIP, and the District agrees to accept, the onboarding and implementation of the ASCIP Feature Set and any approved upgraded feature sets which ASCIP has agreed to fund in accordance with the terms set forth in the Funding Agreement.

2. District Responsibilities

2.1. District shall be fully responsible for providing to Contractor, at District's own expense and in a timely manner, the following: (a) Completion of Contractor supplied form(s) to provide detailed information about the configuration of the services and to work with Contractor in good faith to complete the installation and configuration of the services; and (b) Contacts within the organization to support ongoing service provision decision making, change and contract management.

2.2. District shall be fully responsible for designating appropriate technical resource(s) from within their environment for the following: (a) Technical configuration in the District environment to enable connectivity to Contractor Services; (b) Configuration and testing of all District Equipment and/or software for compatibility with the Services, prior to service enablement, in collaboration with Contractor personnel; (c) Ongoing contact point(s) for service provisioning; technically capable and authorized to make service configurations decisions on behalf of the organization; and (d) Remediation of security issues in their environment as alerted to them via the School Edition portal. For District Edition and School Edition Premium Districts, remediation recommendations may be provided, but Districts retain final responsibility for implementing remediation and resolving issues.

2.3. District shall comply with all applicable privacy and electronic marketing laws applicable to District. District represents and warrants to Contractor that it has all required consents to collect, use and disclose any Personal Data through the Services.

2.4. Service Conditions. District acknowledges that, in the event of a support or trouble call, the District is responsible for onsite and/or remote cooperative testing with Contractor technical support personnel to assist in the diagnosis of the trouble, including the cost of a third-party vendor if District does not have internal resources available. Contractor may modify Services described herein to comply with various regulatory requirements (e.g., changes by a regulatory agency, legislative body, or court of competent jurisdiction). District agrees to work with Contractor in good faith to amend this Agreement as necessary under these conditions. District acknowledges that the Services do not provide guarantee or warrant availability of data.

3. District Upgrade to Additional Feature Sets. Contractor covenants and agrees to implement and provide District with access to the additional feature sets set forth in the fee and expense schedule set forth in Exhibit A to this Agreement and incorporated herein. Fees and expenses authorized to be funded by the District are limited to those specific services identified in Exhibit A, and Contractor agrees to undertake no other services for the District under the auspices of this Agreement, whether directly or indirectly, without the prior written consent of the District.

4. Contractor Compensation. ASCIP will pay Contractor for District onboarding and implementation of the ASCIP Feature Set and any other approved upgraded feature sets in accordance with the terms set forth in the Funding Agreement. The District will pay Contractor directly for the additional feature set upgrades as set forth in Exhibit A. Contractor acknowledges and agrees that the District, and only the District, is responsible for payment for these additional feature sets purchased by the District, and that Contractor shall have no recourse or remedy against ASCIP as a result of any failure of the District to fully satisfy its payment obligations as set forth in Exhibit A. No changes to the fee and expense schedule and other authorized service charges are authorized without the express written consent by an executed written addendum to this Agreement sign the parties.

5. Terms of Agreement. This Agreement shall be effective from the Effective Date set forth above and shall expire on the third anniversary of the Effective Date and shall not be renewed or extended unless the Parties enter into a written agreement to extend the terms. Either party may terminate this Agreement without cause with 30 days written notice to the other party, provided that District shall only be entitled to a refund for any pre-paid fees in the event that Contractor terminates this Agreement under this Section.

6. Indemnification.

6.1. Contractor's obligation to indemnify the District and its legislative board, officials, officers, agents, employees, and representatives (District Indemnitees) as set forth in the Funding Agreement shall apply to this Agreement and are fully incorporated herein by this reference.

6.2. In addition to Contractor's indemnity obligations to the District Indemnitees as set forth in the Funding Agreement, Contractor shall, at its own expense, defend and indemnify the District Indemnitees in any action, suit or claim by a third party alleging that the services provided by Contractor under this Agreement infringe any patent, trademark, trade secret, copyright or any other proprietary right of such third party (an "IP Claim") or any third-party claim arising from a breach by Contractor of applicable privacy laws and shall pay settlement amounts agreed by Contractor and/or any losses, damages, liabilities, expenses, or costs (including but not limited to reasonable attorneys' fees) awarded to such third party against District by a court of competent jurisdiction in such IP Claim. As conditions for such defense and satisfaction by Contractor, (a) District shall notify Contractor promptly in writing upon becoming aware of all pending IP Claims; (b) District shall give Contractor sole control of the defense and settlement of such IP Claims; (c) District shall cooperate fully with Contractor in the defense and/or settlement of such IP Claims; and (d) District shall not settle any IP Claims without Contractor's consent, or compromise the defense of any such IP Claims.

6.3. District Indemnification. To the greatest extent allowed by law, District shall defend, indemnify and hold Contractor, its, officers, agents, employees, and representatives (the "Contractor Indemnitees") free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death (collectively "Contractor Loss"), to the extent arising out of or incident to the sole willful misconduct or active negligence of District and its legislative board, officials, officers, agents, employees, and representatives arising from this Agreement. District's Indemnification includes any Contractor Loss sustained by the Contractor Indemnitees, and each of them, as a result of any false representation made to any AMA or other third-party of Contractor's services which is not set out in any of Contractor's documentation.

6.4. Scope of Defense Obligation. The indemnifications granted hereunder, and under the Funding Agreement, include, but are not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses. The indemnitor's defense obligations (with counsel approved by the indemnitee), shall arise immediately upon tender of any of the indemnitees, and the defense shall be paid at the indemnitor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the indemnitees, notwithstanding whether liability is, can be or has yet been established. Indemnitor shall pay and satisfy any judgment, award or decree that may be rendered against any of the indemnitee, in any such suit, action or other legal proceeding.

6.5. Refusal to Defend/Indemnify. Either party, upon receipt of tender from any indemnitee hereunder (the "Tendering Indemnitee"), may refuse to provide indemnity or defense hereunder (the "Refusing Party"), if the Refusing Party, in reliance upon an opinion of qualified counsel, has determined that a valid basis exists for determining that the claim, for which indemnity or defense is sought, is not required to be indemnified or defended pursuant to the terms of this Agreement. A refusal to indemnify or defend under such circumstances shall not be a material breach of this Agreement. However, if the Tendering Indemnitee shall be required by a final judgment to pay any amount in respect of any obligation or liability against which it has been determined by final judgment that the Refusing Party is required to indemnify or defend under this Agreement, the Refusing Party shall promptly reimburse the Tendering Indemnitee in an amount equal to the amount of such payment. Further, if such refusal, or any failure, to provide a defense against a claim is determined by a final judgment not to have been reasonably justified under the circumstances, then the Refusing Party: (i) shall be obligated to pay all of the damages and out-of-pocket expenses incurred by the Tendering Indemnitee in defending said claim, including, but not limited to, the value of the time, including travel time, that all of the employees, agents and representatives of the Tendering Indemnitee dedicated to, or expended in furtherance of, the defense of said claim; and (ii) without any further action from any party, the Refusing Party hereby intentionally relinquishes and waives any and all rights of every nature to dispute, defend against or contest, in any manner, (including but not limited to the waiver of every defense of every nature) the claim of the Tendering Indemnitee regarding the amount of, reasonableness of, necessity for or the Refusing Party's obligation to pay, the costs, fees and expenses, and other Damages incurred by the Tendering Indemnitee in defending the claim.

6.6. Survival. The Parties' respective obligations under this section shall survive the termination or expiration of this Agreement.

7. Insurance. Contractor agrees to abide by the insurance requirements of the Funding Agreement, which shall equally insure the District, and Contractor shall provide District with the original insurance certificates as required therein.

8. NO WARRANTIES. DISTRICT ACKNOWLEDGES AND AGREES THAT, TO THE EXTENT PERMITTED BY LAW, CONTRACTOR HAS NOT MADE AND MAKES NO (AND CONTRACTOR'S AFFILIATES HAVE NOT MADE AND MAKE NO) REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, MERCHANTABILITY, CONDITION OR QUALITY, OF ANY OF THE SERVICES. DISTRICT RECEIVES ACCESS TO SERVICES FROM CONTRACTOR "AS IS." NEITHER CONTRACTOR NOR ITS AFFILIATES MAKE ANY WARRANTIES OR CONDITIONS, EITHER EXPRESSED OR IMPLIED, CONCERNING THE SERVICES PROVIDED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

9. Limitation of Liability.

9.1. Subject to and except for Contractor's service level agreement commitments in this Agreement and the exceptions set forth in the subsection set forth immediately below, under no other circumstances shall Contractor (or its officers, employees, subsidiaries, affiliates, or agents), or third-party service providers be liable to the District or any other person for any damages, including without limitation, any indirect, incidental special or consequential damages, expenses, costs, profits, lost savings, or earnings, lost or corrupted data, or other liability arising out of, or related to, the services provided by Contractor and/or its third-party service provider, whether such liability is asserted on the basis of contract, tort, or otherwise, even if Contractor has been warned of the possibility of such damages. Subject to the same exceptions, in no event will any amount recoverable by the District against Contractor for direct damages in any action arising under or related to this Agreement exceed the sum of payments actually made to Contractor by ASCIP or District for the services provided by Contractor in the then immediately preceding six (6) consecutive months leading up to the event that gave rise to liability.

9.2. The foregoing Limitation Of Liability shall not apply to a data breach and is not intended to affect or supersede, or otherwise abrogate Contractor's obligations pursuant to Section 5 (Indemnification) of the Funding Agreement or Sections 6 (Indemnification), 7 (Insurance), 10 (Mitigation), or 16 (Confidentiality) of this Agreement.

10. Mitigation.

10.1. If (a) Contractor becomes aware of an actual or potential IP Claim, or (b) District provides Contractor with notice of an actual or potential IP Claim, Contractor may (or in the case of an injunction against District, shall), at Contractor's sole option and determination: (i) procure for District the right to continue to use the Services; or (ii) replace or modify the Services with equivalent or better software or technology so that District's use is no longer infringing; or (iii) if (i) or (ii) are not commercially reasonably available, terminate the licenses granted in this Agreement and refund District any pre-paid fees for the Term.

10.2. Exclusions. The obligations in this Section 10.2 do not extend to (a) any IP Claim based upon infringement or alleged infringement of any patent, trademark, copyright or other intellectual property right by the combination of the services provided by Contractor with other products, software or services not provided by Contractor; or (b) any IP Claim related to or in connection with any modification of the services provided by Contractor by anyone other than Contractor.

11. Assignment. Contractor shall not assign this Agreement or any portion of this Agreement without the prior written consent of District by executed addendum, including execution by the authorized assignee, except that Contractor may assign this Agreement to an affiliate or in connection with a merger, acquisition or sale of substantially all of Contractor's assets. . Should an assignment be consented to by District, the terms and conditions of this Agreement shall be binding on Contractor's successors and assigns. Prior to assignment, the assignee shall provide District with evidence of all insurance and licenses required by this Agreement.

12. Licenses and Authority to Do Business. Contractor warrants that it is a duly authorized entity fully empowered and legally entitled to enter into this Agreement and to agree to undertake and to perform the services recited. Contractor covenants and agrees to maintain, during the course of this Agreement, all necessary government and professional licenses, certifications and incidents of authority required for the legal performance of the contracted-for services. This includes but is not limited to, that Contractor shall ensure that all persons or entities hired or retained by Contractor shall hold and maintain current licenses and certifications required by law and standards and care. ASCIP maintains the right to request and immediately receive evidence of proper licensure and certificates at any time, upon request.

13. Applicable Law. This Agreement shall be construed, enforced and administered according to the laws of the State of California.

14. Conflict of Interest. Contractor warrants and covenants that it presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local, or federal law, including, but not limited to, Government Code section 1090. If any principal provider of services is a "consultant" for the purposes of the Fair Political Practices Act (Gov. Code § 81000 et seq.), each such person shall comply with Form 721 Statement of Economic Interests filing requirements in accordance with state or City local Conflict of Interest Code. In addition, if any other conflict of interest should nevertheless hereinafter arise, Contractor shall promptly notify District of the existence of such conflict of interest so that the District may determine whether to terminate this Agreement.

15. Non-Discrimination. Contractor agrees that no person shall be subject to unlawful discrimination based on race; color; gender; age; religion; national origin; U.S. military veteran status; marital status; sexual orientation; disability; source of income; or political affiliation in programs, activities, services, benefits, or employment in connection with this Agreement. Contractor agrees not to discriminate on any of these bases in its employment or personnel policies.

16. Confidentiality.

16.1. Under the terms of this Agreement, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publicly available, which is covered by federal or state privacy laws, rules, and regulations, including but not limited to the Family Educational Rights and Privacy Act of 1974 (FERPA) 20 U.S. § 1232g; the Protection of Pupil Rights Amendment (PPRA) 20 U.S.C. 1232h, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) 42 U.S.C. § 300gg and 29 U.S.C § 1181 et seq. and 42 USC 1320d et seq., AB 1584, found at California Education Code Section 49073.1, the Children's Online Privacy Protection Act of 1998 (COPPA) 15 U.S. Code §§ 6501 et seq., the Student Online Personal Information Privacy Act (SOPIPA) Cal. Bus. & Prof. Code § 22586 et seq., the Early Learning Personal Information Protection Act (ELPIPA) Cal. Bus. & Prof. Code § 22586 et seq., or which is considered confidential and protected from disclosure by the policies and procedures of one of the AMAs ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information of the District shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of the District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), upon the request of the District, and in the in the event the District's student data or pupil records are likely to be received by Contractor as a result of this Agreement, Contractor agrees to enter into a separate California Student Data Privacy Agreement attached hereto as Exhibit B.

16.2. General. In the course of performing the Services, either party will or may have access to certain confidential information concerning the activities of the other party. In particular, the District may have access to certain confidential information relating to the Services and internal methodologies of Contractor. Each party shall use commercially reasonable efforts to protect the confidential information of the other party from unauthorized use or disclosure and shall use at least the same degree of care with regard thereto as it uses to protect its own confidential information of a like nature, and in any event, no less of a standard than that used by a prudent business person to protect its own confidential information. Unless otherwise required by law, neither party shall, during the term of this Agreement or any time thereafter, either disclose any of such confidential information to any other party or use such confidential information for any purpose not contemplated by this Agreement.

17. Dispute Resolution. If any dispute should arise under this Agreement, the Parties agree to abide by the dispute resolution procedures as set forth in the Funding Agreement.

18. Integration. This Agreement and the Funding Agreement, including any attachments and exhibits thereto, constitute the final, complete and exclusive statement among the parties hereto, supersedes all prior and contemporaneous understandings or agreements of the parties, and is binding on and, inures to the benefit of their respective heirs, representatives, successors and assigns. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement. Any agreement made after the date of this Agreement is ineffective to modify, waive, or terminate this Agreement, in whole or in part, unless such agreement is in writing, signed by the parties to this Agreement, and specifically states that such agreement modifies this Agreement.

19. Interpretation. Any rule of law or legal decision that would require interpretation of this Agreement against the party that drafted it is not applicable and is waived, and the Agreement shall be given a fair and reasonable interpretation in accordance with the meaning of its terms and the intent of the parties. The section and paragraph headings in this Agreement are solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect hereof. All terms and words used in this Agreement, regardless of the number or gender in which they are used, shall be deemed to include the appropriate number and gender, as the context may require. Any reference to any specific statute, ordinance or other law shall be deemed to include any amendments thereto, or any successor or similar law addressing the same subject matter.

20. Severability. If any provision of this Agreement is found to be unenforceable, the remainder of this Agreement shall not be affected, and any provision found to be invalid shall be enforceable to the extent permitted by law.

21. Counterparts. This Agreement may be executed in one or more counterparts, and each of which, so executed, shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

22. Modification of Agreement. Any modification of this Agreement or additional obligation assumed by any party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

23. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched to the address indicated in the opening paragraphs of this Agreement by (a) registered or certified mail, postage prepaid, in any post office in Canada; (b) hand delivery; (c) overnight courier; or (d) facsimile transmission upon confirmation of receipt by the recipient.

24. Miscellaneous. Nothing herein shall be construed to constitute the parties as principal and agent, employer and employee, partners or joint ventures. Contractor shall not be responsible for delays or failure in performance resulting from acts beyond the control of Contractor, including but not limited to natural disasters, acts of God, war, terrorism, any change in or adoption of any law or regulation, or any telecommunication line failure.

25. Authority. The undersigned warrant that they are duly authorized representatives of the parties and have been empowered to execute this Agreement on behalf of party indicated.

26. Survival. In the event of expiration and termination of this Agreement, the following provisions shall survive any termination or expiration of this Agreement: Sections 6, 8, 9, 10, 16, and 17.

Acceptance of Terms

Customer acknowledges that the person signing this Agreement on its behalf is authorized to do so and may bind the Customer to all the terms and conditions contained herein, and represents and warrants that such person is acting within the scope of his or her authority as an officer, director or duly authorized agent or employee of Customer.

IN WITNESS WHEREOF, the parties hereby signify their consent to enter into this Agreement as of the Effective Date, by their signatures affixed on the dates set forth below:

Permission Click Inc.	Fullerton Elementary School District
Per:  <small>2020-01-20 10:50:03</small>	Per:  SIGNATURE Chad Hammitt
Christopher Johnson CEO	Chad Hammitt Assistant Superintendent

Exhibit A

FEE & EXPENSE SCHEDULE FOR LICENSE UPGRADE/ADDITIONAL FEATURE SETS PURCHASED BY DISTRICT

No charge to the District for the ASCIP Feature Set for duration of this agreement.

Additional feature set pricing as negotiated with the District. (Refer to **Investment** section this agreement for District-specific upgrade pricing and features.)

Exhibit B

CALIFORNIA STUDENT DATA PRIVACY AGREEMENT

To be provided by ASCIP and/or District.

Exhibit C

School Edition Features

School Edition Features, by edition, are as summarized in the table below.

NOTE: Permission Click reserves the right to add or delete features, over time.

School Edition Features	Essentials	Standard	Pro
Public Forms & Templates <i>Send your school's forms home to parents digitally. You can also create templates for common forms for teachers/staff to use as a master copy.</i>	Y	Y	Y
Public Workflow Automation <i>Add internal approval or review steps prior to staff sending forms out.</i>		Y	Y
Internal Forms & Templates <i>Create internal forms such as conference travel requests, expense reports, and more.</i>		Y	Y
Internal Workflow Automation <i>Add internal approval or review steps to your internal forms. For example, a principal and accounting staff may need to approve expense reports.</i>			Y
Permission Click SafePay <i>Collect fees on any public form safely and securely. Funds move directly from processor to your bank. No setup fee and no monthly or annual service fees.</i>	Y	Y	Y
School Dependency Questions <i>Nest entire forms into your internal forms to build responsive workflows and dynamic forms. For example, answering 'Yes' to 'Is there high risk activity' might add 20 new questions and additional approvers to a form.</i>			Y
Advanced Search <i>Send your school's forms home to parents digitally. You can also create templates for common forms for teachers/staff to use as a master copy.</i>	Y	Y	Y
Advanced Reporting <i>Create reports without your IT department. Reports can be exported for use in Excel, Google Sheets, CSV or PDF.</i>	Y	Y	Y

Download Responses			
<i>Download a PDF record of each response with one click.</i>	Y	Y	Y
Heads Up Display			
<i>Add key fields from your forms directly into your response manager table for instant viewing.</i>		Y	Y
Live Dashboard			
<i>Real-time form and payment updates from one easy-to-use dashboard.</i>		Y	Y
Roster-Based Sending			
<i>Know who has opened, started, and submitted responses. Send reminders to those who haven't.</i>		Y	Y
Single Sign-On			
<i>Single click to login with your personal Google or Microsoft Live ID.</i>	Y	Y	Y
Single Sign-On with Active Directory			
<i>Single click to login with your school's or district's existing Google or Microsoft Active Directory credentials.</i>	Y	Y	Y
Response Checklist			
<i>Take your checklist digital. Track follow-up actions and to-do's on a per response basis. For example, add an 'expiry date' for Athletic Clearance packages, or a checkbox for 'Returned Library Materials'.</i>			Y
Repeatable Fields			
<i>Used when those completing a form need to respond with multiple answers to questions. For example, expense reports or medication requirements.</i>	Y	Y	Y
Best Used For ...	<i>Individual Classrooms; Sporting Clubs; Event Organizers</i>	<i>Schools; Early Learning Centers & Daycare Facilities; Sporting Associations</i>	<i>Large & Multi Campus Schools; National Associations</i>

CONSENT ITEM

DATE: February 11, 2020

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

SUBJECT: **APPROVE OUT-OF-STATE ATTENDANCE FOR TWENTY STUDENTS AND SIX COACHES TO ATTEND THE SPEECH AND DEBATE NATIONALS IN ALBUQUERQUE, NEW MEXICO, FROM JUNE 13-20, 2020**

Background: Fullerton School District (FSD) has an established partnership with Advantage Communications (Sal Tinajero) whereby FSD students participate in local and away Speech and Debate tournaments. This school year, Speech and Debate students have increased their confidence as well as their listening, speaking, and communication skills through their involvement in Speech and Debate.

Rationale: Speech and Debate students have acquired the skills needed to compete at the National Level. The success of this program has provided twenty students the opportunity to compete in the Speech and Debate Nationals Competition in Albuquerque, New Mexico.

Funding: Cost is not to exceed \$45,000 and is to be paid from Unrestricted Funds.

Recommendation: Approve out-of-state attendance for twenty students and six coaches to attend the Speech and Debate Nationals in Albuquerque, New Mexico, from June 13-20, 2020.

JL:nm

CONSENT ITEM

DATE: February 11, 2020

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Marilee Cosgrove, Director, Child Development Services

SUBJECT: **APPROVE/RATIFY CALIFORNIA STATE PRESCHOOL PROGRAM (CSPP) QUALITY RATING AND IMPROVEMENT SYSTEM (QRIS) BLOCK GRANT, AGREEMENT NUMBER: 49779, BETWEEN ORANGE COUNTY SUPERINTENDENT OF SCHOOLS AND FULLERTON SCHOOL DISTRICT EFFECTIVE JULY 1, 2019 THROUGH JUNE 30, 2020**

Background: Fullerton School District operates the State Preschool Program, which is funded by the State Department of Education Child Care and Development Division and serves three- to five-year-olds in classes at Commonwealth, Hermosa Drive, Maple, Orangethorpe, Pacific Drive, Richman, Valencia Park, and Woodcrest Schools. The California State Preschool Program Quality Rating and Improvement System Block Grant, Agreement Number: 49779, between Orange County Superintendent of Schools and Fullerton School District awards the District an amount not to exceed \$95,000 to enhance and improve the overall quality of the State Preschool Program.

The Agreement is available for review in the Superintendent's Office.

Rationale: The funds will support professional learning communities for early childhood teaching staff to engage in dialogue about curriculum, assessment and family engagement.

Funding: Fullerton School District will receive an amount not to exceed \$95,000. Funding will support State-funded preschool budget (#340).

Recommendation: Approve/Ratify California State Preschool Program (CSPP) Quality Rating and Improvement System (QRIS) Block Grant, Agreement Number: 49779, between Orange County Superintendent of Schools and Fullerton School District effective July 1, 2019 through June 30, 2020.

JL:MC:ln

CONSENT ITEM

DATE: February 11, 2020

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Yolanda McComb, Principal, Raymond School

SUBJECT: **APPROVE OUT-OF-STATE CONFERENCE ATTENDANCE FOR MARIA ESCOBAR (COTSEN MENTOR), JUDITH BELEBER, GEORGINA MOJICA (COTSEN FELLOWS AT RAYMOND), AND DANIELLE BAGGER (COTSEN FELLOW AT LAGUNA ROAD) TO ATTEND THE TEACHERS COLLEGE WRITING INSTITUTE AT COLUMBIA UNIVERSITY IN NEW YORK FROM JUNE 22-26, 2020**

Background: Raymond is proud of their partnership with the Cotsen Foundation for the ART of TEACHING. The foundation combines a number of components to produce powerful professional growth and development. Fellows observe great teachers to gain new vision and inspiration. They also set goals to grow in content knowledge and pedagogy. The Cotsen fellows set goals in an area of strength, videotape themselves, reflect on what they see, attend conferences to learn even more, and participate monthly in an inquiry group with colleagues to study teaching more deeply. The foundation provides each mentor and fellow a number of substitute days to plan, visit other schools and attend conferences. Also, each Cotsen teacher receives grant money annually to pay for conference expenses and to purchase professional books or classroom materials.

Rationale: The four teachers attending the Summer Writing Institute at Teachers College, Columbia University, are using their allotted Cotsen funds to go deep in their area of study, specifically Writing Workshop to support their professional growth and student achievement goals. Additionally, the fellows will be able to collaborate with other non-Cotsen teachers and lead the work of Reading and Writing Workshop at Raymond School and beyond.

Funding: Cost is not to exceed \$8,000 to be paid from Cotsen grant funds budget (#116). There will be no substitute requirements.

Recommendation: Approve out-of-state conference attendance for Maria Escobar (Cotsen Mentor), Judith Beleber, Georgina Mojica (Cotsen Fellows at Raymond), and Danielle Bagger (Cotsen Fellow at Laguna Road) to attend the Teachers College Writing Institute at Columbia University in New York from June 22-26, 2020.

JL:YM:nm

CONSENT ITEM

DATE: January 16, 2020

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Anthony Abney, Principal, Maple School

SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND PARENT EDUCATION BRIDGE FOR STUDENT ACHIEVEMENT FOUNDATION (PEBSAF) TO PROVIDE ONGOING TRAINING FOR PARENT TECHNOLOGY CLASSES AT MAPLE SCHOOL FROM MARCH 12, 2020 THROUGH MAY 21, 2020**

Background: Maple School is proud to partner with PEBSAF for computer literacy training for our parents and community members. The past two years, Maple has offered the first two computer literacy 10-week courses with great success; this year, we are planning to implement part 3. Maple is the first and only school in Fullerton School District to implement our iPad Take-Home Program (VIP Plus) to all students (TK-6). Computer literacy for our parents and community members will enhance our iPad Take-Home program by giving parents the skills to assist, guide, and protect students while learning in 21st Century formats.

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

Funding: Cost not to exceed \$3,992 to be paid from site Title 1 budget.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Parent Education Bridge for Student Achievement Foundation (PEBSAF) to provide ongoing training for parent technology classes at Maple School from March 12, 2020 through May 21, 2020.

JL:AA:nm
Attachment

SERVICE QUOTE



Parent Education Bridge for Student Achievement Foundation

1411 Addicks Road, Houston, TX 77058
 Email: parenteducation@pebsaf.org | pebsaf@pebsaf.org | www.PEBSAF.ORG
 IRS Tax ID: 46-3880000

School: Alamo Elementary School **Requested Date:** 08/01/2022
Workshop Series: Technology Academy Part III
Google for Academic Success and Beyond
Requested by: Anthony Abney, Principal **Email: anthony_abney@myfsd.org**
Phone: 714-952-1234

This agreement is entered into between Parent Education Bridge for Student Achievement Foundation and
Alamo Elementary School
Address: 1411 Addicks Road, Houston, TX 77058
of workshops to be presented: 03 **Language:** Spanish **Fee-for-service:** 000000
District: Fullerton

Important:

- ✓ PEBSAF will assist the school in providing information and identify outreach contacts to the community
- ✓ School will provide a Purchase Order or Board approved documentation prior to the first workshop to be presented.
- ✓ School will make all necessary arrangements to accommodate PEBSAF representatives
- ✓ School will provide a Purchase Order or Board approved documentation prior to the first workshop to be presented.

CONSENT ITEM

DATE: February 11, 2020

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Sung Chi, Director, Educational Services

SUBJECT: **APPROVE OUT-OF-STATE CONFERENCE FOR THREE EDUCATIONAL SERVICES STAFF TO ATTEND THE ADVANCED PLACEMENT (AP) ANNUAL CONFERENCE IN BOSTON, MA, FROM JULY 16-19, 2020**

Background: The Advanced Placement (AP) Annual Conference is the main AP conference in which all things AP are discussed. Updates, changes, and programs regarding how the AP tests will be administered or implemented are shared at this conference. Workshops and sessions discuss the AP curriculum and best practices in teaching the content as well as administering the test. Detailed results of prior year's test administration are also shared during this conference.

Rationale: The AP Annual Conference will provide valuable information on how to effectively teach the AP course curriculum and administer the test. The conference also provides an opportunity to network with members of the AP CollegeBoard to find ways to expand the AP program in the District.

Funding: Cost is not to exceed \$7,500 to be paid from the Title IV budget.

Recommendation: Approve out-of-state conference for three Educational Services staff to attend the Advanced Placement (AP) Annual conference in Boston, MA, from July 16-19, 2020.

JL:SC:nm

CONSENT ITEM

DATE: February 11, 2020

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: William Lynch, Principal, Ladera Vista Junior High School of the Arts

SUBJECT: **APPROVE/RATIFY OUT-OF-STATE ATTENDANCE FOR LADERA VISTA JUNIOR HIGH SCHOOL OF THE ARTS TEACHER, DARCY BLAKE, TO ATTEND THE AMERICAN ASSOCIATION OF TEACHERS OF FRENCH CONFERENCE IN PHILADELPHIA, PA, FROM JULY 14-17, 2019**

Background: The mission of the American Association of Teachers of French (AATF) is to promote throughout North America the teaching and learning of the French language and French-speaking cultures and civilizations. AATF welcomes and supports educators of French at all academic levels as they seek to broaden their own and their students' linguistic and cultural horizons to foster and strengthen cross-cultural understanding. AATF encourages reciprocal communication between all levels of the teaching of French in North America.

Rationale: Approval/Ratification provides retroactive reimbursement for Darcy Blake's hotel and registration costs for attending the American Association of Teachers of French. Participation enabled her to network with other French teachers and bring lessons and ideas back into the classroom.

Funding: Cost is not to exceed \$1,127.32 to be paid from site funds (#304).

Recommendation: Approve/ratify out-of-state attendance for Ladera Vista Junior High School of the Arts teacher, Darcy Blake, to attend the American Association of Teachers of French Conference in Philadelphia, PA, from July 14-17, 2019.

JL:WL:nm

CONSENT ITEM

DATE: February 11, 2020

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Julie Graham, Principal, Beechwood School

SUBJECT: **APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND GROWING EDUCATORS TO PROVIDE PROFESSIONAL DEVELOPMENT FOR BEECHWOOD TEACHERS ON FEBRUARY 25, 2020, FEBRUARY 27, 2020, AND APRIL 8, 2020**

Background: Beechwood teachers continually work to deepen their understanding of their students and learn the latest and best practices in their profession. Our Foundation and administration is supportive of this professional growth and development. All teachers from Kindergarten through middle school are committed to sharing, sustaining, and expanding the work that we started within the last couple of years when we worked with a consultant to bring CGI into our classrooms.

Rationale: All K-8 teachers will have the opportunity to study student work, student learning, and content in CGI during a full day professional development/lab study date with a consultant from Growing Educators. Our funds designated to support our math practices will allow us to hire a consultant for personalized and differentiated training for grade level teams using CGI in their classrooms.

Funding: Cost is not to exceed \$4,800 to be paid from site budget (#094).

Recommendation: Approve Agreement between Fullerton School District and Growing Educators to provide professional development for Beechwood teachers on February 25, 2020, February 27, 2020, and April 8, 2020.

JL:JG:tk
Attachment

2019-2020 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Growing Educators**, 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 development for Cognitive Guided Instruction (CGI) Math via classroom lab demonstration, planning sessions, individual coaching or study groups hereinafter referred to as "Services".**
2. Term. Contractor shall commence providing Services under this Agreement on **February 25, 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 **four thousand, eight hundred dollars (\$4800.00)**. 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.**
5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, State and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor's employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:
Growing Educators
4001 Inglewood Ave., Ste. 101-607
Redondo Beach, CA 90278

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 16TH DAY OF **January** 2020.

FULLERTON SCHOOL DISTRICT

By:

Robert Pletka, Ed.D.
Superintendent

Contractor Name

By:



Jonathan G. Martin
President

46-3370613

Taxpayer Identification Number

CONSENT ITEM

DATE: February 11, 2020

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

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

SUBJECT: **APPROVE OUT-OF-STATE CONFERENCE FOR NICOLAS JUNIOR HIGH SCHOOL BAND DIRECTOR, PATRICK MORA, TO ATTEND THE TEXAS MUSIC EDUCATORS ASSOCIATION CONVENTION IN SAN ANTONIO, TEXAS, FROM FEBRUARY 12-15, 2020**

Background: The Texas Music Educators Association (TMEA) Convention is the nation’s premier music educators convention. The annual convention features over 300+ workshops for Band, Orchestra, Vocal, Elementary and College educators and more than 100+ performances. The convention also showcases over 1,100 exhibit booths representing all facets of the music education industry.

Rationale: Nicolas Junior High School is in the process of rebuilding their band program. The TMEA conference offers attendee professional growth, inspiration, and motivation to help deliver the best music education experience possible for the students. Attendance at this convention will enable the band director to bring his newfound knowledge back to Nicolas Junior High School and take his program to new heights.

Funding: Cost is not to exceed \$1,500 to be paid from site funds.

Recommendation: Approve out-of-state conference for Nicolas Junior High School Band Director, Patrick Mora, to attend the Texas Music Educators Association Convention in San Antonio, Texas, from February 12-15, 2020.

JL:RC:nm

CONSENT ITEM

DATE: February 11, 2020

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Tracy Gyurina, Ed.D., Principal, Sunset Lane School

SUBJECT: **APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND FULLERTON EDUCATION FOUNDATION TO PROVIDE PROFESSIONAL DEVELOPMENT FOR MARZANO HRS TRAINING WITH DR. PHIL WARRICK AT SUNSET LANE SCHOOL ON MAY 8, 2020**

Background: Marzano Laboratory has provided professional development to all principals, assistant principals and teacher leaders based on the Marzano High Reliability Schools (HRS) framework. Teachers across the District work by grade levels on HRS Level 1 – the quality of teaching in the classrooms, Level 2, which addresses the extent to which a school’s curriculum provides opportunities for all students to learn challenging content and Level 3, which addresses Guaranteed and Viable Curriculum.

Rationale: Marzano has been providing on-going professional development at Sunset Lane for HRS Level 1 and Level 2. Sunset Lane would like to continue to Level 3. Originally Sunset Lane and Fern Dr. were to share one day of training, reducing the cost to \$1,500. However, Sunset Lane is now solely responsible for the cost as we will be utilizing the full day training on our own.

Funding: Cost is not to exceed \$3,000 and is to be paid from site budget (#302).

Recommendation: Approve Agreement between Fullerton School District and Fullerton Education Foundation to provide professional development for Marzano HRS training with Dr. Phil Warrick at Sunset Lane School on May 8, 2020.

JL:TG:nm
Attachment

2019-2020 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Fullerton Education Foundation**, 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 one full day of Staff Development with Dr. Phil Warrick, Marzano, hereinafter referred to as "Services".**
2. Term. Contractor shall commence providing Services under this Agreement on **May 8, 2020** and will diligently perform as required and complete performance by **May 8, 2020**.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Three Thousand dollars and no cents (\$3,000)**. District shall pay Contractor according to the following terms and conditions: Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: **N/A.**
5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, State and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor's employees.
6. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement, except as follows: **N/A.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:
Fullerton Education Foundation
Address on File

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

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

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 12th DAY OF **February**, 2020.

FULLERTON SCHOOL DISTRICT

Fullerton Education Foundation

By:

By:

Robert Pletka, Ed.D.
Superintendent

Hilda Sugarman

On File
Taxpayer Identification Number

CONSENT ITEM

DATE: February 11, 2020

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

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

SUBJECT: **APPROVE ADOPTION OF DISCOVERY EDUCATION'S SCIENCE TECHBOOK FOR GRADES TRANSITIONAL KINDERGARTEN (TK) – 6th GRADE TO SUPPORT IMPLEMENTATION OF THE CALIFORNIA STATE STANDARDS (CA-NGSS)**

Background: In November 2018, the California State Board of Education approved the Science instructional materials that support the implementation of California State Standards (CA-NGSS). Beginning in August 2019, approximately 30 teachers began piloting the TK-6th Grade Science materials from two different vendors. Teachers met to discuss each program's features such as ELD supports, alignment to standards, assessment, and online access. A survey was conducted in December to determine which Science program teachers would prefer to fully implement in 2020/2021 and Discovery Education's *Science Techbook* was selected for Grades TK-6. Fullerton School District (FSD) will purchase an 8-year package that includes both digital and hard copy components for teachers and students.

Rationale: Our current Science textbooks are not aligned to the Next Generation Science Standards (NGSS) and FSD teachers have had to supplement with additional resources. Adopting a new Science textbook that is NGSS aligned will provide all teachers with access to all components and will provide consistency within FSD for lesson planning, lesson pacing, and student assessments.

Funding: The estimated cost is \$1,990,000 and is to be paid from both Restricted and Unrestricted General Funds.

Recommendation: Approve adoption of Discovery Education's *Science Techbook* for grades Transitional Kindergarten (TK) – 6th grade to support implementation of the California State Standards (CA-NGSS).

JL:DR:ts

CONSENT ITEM

DATE: February 11, 2020

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

SUBJECT: APPROVE/RATIFY ADDENDUM FOR STAFF TO ATTEND THE OUT-OF-STATE "NATIONAL BLUE RIBBON SCHOOLS AWARD CEREMONY" IN WASHINGTON, DC, FROM NOVEMBER 13-16, 2019

Background: Board approval was granted on October 15, 2019 (Board Item #1q) for staff to attend the National Blue Ribbon School Award Ceremony. An addendum is requested due to a change in total conference costs.

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

Funding: Cost is not to exceed \$10,100 with \$1,450 to be paid from budget (#525) and \$1,650 to be paid from budget (\$1,650). Original Board approval was for \$7,000.

Recommendation: Approve/Ratify Addendum for staff to attend the out-of-state "National Blue Ribbon Schools Award Ceremony" in Washington, DC, from November 13-16, 2019.

JL:nm

CONSENT ITEM

DATE: February 11, 2020

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Jason Chong, Math Program Specialist, Educational Services

SUBJECT: **APPROVE OUT-OF-STATE CONFERENCE FOR TWO EDUCATIONAL SERVICES STAFF TO ATTEND THE NATIONAL MATH SUMMIT IN CHICAGO, ILLINOIS, FROM APRIL 27-29, 2020**

Background: Mathematics achievement and engagement is a continued focus for the District, especially in the efforts made to close the achievement gap for all our subgroups. While the District provides ongoing support to sites through classroom support and staff professional development, sites continue to express interest in continued growth through professional development and learning.

Rationale: There is a need to support teachers and sites in mathematics professional learning and development. Ideation and planning has been in progress for the past year and steps are being taken to continue the support of teachers and sites. From strong first teach strategies, interventions as well as enrichment, the need for support in these domains is essential for success in math achievement. The National Math Summit will be an opportunity for the District to identify resources and foster partnerships that will ultimately support District's math program.

Funding: Cost not to exceed \$700 and is to be paid from budget (#413).

Recommendation: Approve out-of-state conference for two Educational Services staff to attend the National Math Summit in Chicago, Illinois, from April 27-29, 2020.

JL:JC:nm

CONSENT ITEM

DATE: February 11, 2020
TO: Board of Trustees
FROM: Robert Pletka, Ed.D., District Superintendent
SUBJECT: **APPROVE OUT-OF-STATE CONFERENCE FOR NINE STAFF MEMBERS TO ATTEND THE MCMICKEN SCHOOL VISIT IN THE HIGHLINE SCHOOL DISTRICT IN SEATTLE, WASHINGTON ON APRIL 28, 2020**

Background: Highline School District is known for their Positive Behavior Interventions and Supports “PBIS” and socio-emotional learning in general. Fullerton School District would support a team visiting the McMicken School in the Highline School District as well as meeting with their team to discuss this innovation. McMicken School is a Model Inclusion school, which has been recognized as a “School to Watch” in the promising practice of full inclusion for special education students. Although surrounding school districts may have moved into inclusive practices, the FSD team would benefit visiting and collaborating with both the Highline School District and McMicken School because they have been recognized for their outstanding Special Education Model. The staff at Highline School District and McMicken School are open to hosting observations and collaboration with Fullerton School District teachers and administrators to further the practices within the district.

Rationale: Out-of-state travel requires Board of Trustees approval.

Funding: Cost not to exceed \$7500 and is to be paid from Special Education budget 0142054201-5210.

Recommendation: Approve out-of-state conference for nine staff members to attend the McMicken School in the Highline School District in Seattle, Washington, on April 28, 2020.

RP:cs

CONSENT ITEM

DATE: February 11, 2020
TO: Board of Trustees
FROM: Robert Pletka, Ed.D., District Superintendent
SUBJECT: **ADOPT RESOLUTION #19/20-13 RECOGNIZING MARCH 31, 2020, AS CESAR CHAVEZ DAY**

Background: Cesar E. Chavez was an advocate for social justice and civil rights for the poor and disenfranchised. The day of his birth, March 31, provides a fitting opportunity to remember and honor his many contributions.

Cesar E. Chavez is a remarkable example of dignity and integrity as a fighter for farm worker rights. In 1962, Cesar E. Chavez cofounded the United Farm Workers Union to contest the treatment of the workers in the fields, and sought to empower those workers by organizing the first union to acquire labor contracts for farm workers in the grape fields.

Rationale: Contributions to the betterment of society made by Cesar E. Chavez serve as reminders that one person dedicated to the goal of equity and justice can indeed make a difference.

Funding: N/A.

Recommendation: Adopt Resolution #19/20-13 recognizing March 31, 2020, as Cesar Chavez Day.

RP:cs
Attachment

BOARD RESOLUTION #19/20-13

**FULLERTON SCHOOL DISTRICT
ORANGE COUNTY, CALIFORNIA**

WHEREAS Cesar E. Chavez was an advocate for social justice and civil rights. The date of his birth, March 31, 1927, provides a fitting opportunity to remember and honor his contributions;

WHEREAS Cesar's dream was to create an organization to protect and serve farm workers. In 1962 he cofounded the United Farm Workers Union;

WHEREAS For more than three decades, Cesar E. Chavez led the first successful farm workers union in American history, achieving dignity, respect, fair wages, medical coverage, pension, benefits, and humane living conditions, as well as countless other rights and protections for hundred of thousands of farm workers; and against previously insurmountable odds, he led successful strikes and boycotts that resulted in the first industry-wide labor contracts in the history of American agriculture;

WHEREAS By successfully organizing the farm workers, Cesar Chavez gave hope and pride to generations of Latinos. He also inspired millions of other Americans from all walks of life who never worked on a farm to strive for social justice; and

NOW THEREFORE, BE IT RESOLVED THAT:

The Fullerton School District Board of Trustees recognizes March 31, 2020, as the day to honor the life, legacy, and contributions of Cesar E. Chavez. Adopted and approved by the Fullerton School District Board of Trustees at the regular meeting held on the 11th day of February 2020.

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA
COUNTY OF ORANGE
DR. ROBERT PLETKA, SUPERINTENDENT

_____, the Secretary of the Board of Trustees of the Fullerton School District of Orange County, California, hereby certifies that the above foregoing resolution was duly and regularly adopted by said District at a regular meeting thereof held on the 11th of February, 2020, and passed by a _____ vote of said Board.

IN WITNESS WHEREOF I have hereunto set my hand and seal this _____, 2020.

Secretary of the Board

BOARD RESOLUTION #19/20-13

**FULLERTON SCHOOL DISTRICT
ORANGE COUNTY, CALIFORNIA**

WHEREAS Cesar E. Chavez was an advocate for social justice and civil rights. The date of his birth, March 31, 1927, provides a fitting opportunity to remember and honor his contributions;

WHEREAS Cesar's dream was to create an organization to protect and serve farm workers. In 1962 he cofounded the United Farm Workers Union;

WHEREAS For more than three decades, Cesar E. Chavez led the first successful farm workers union in American history, achieving dignity, respect, fair wages, medical coverage, pension, benefits, and humane living conditions, as well as countless other rights and protections for hundred of thousands of farm workers; and against previously insurmountable odds, he led successful strikes and boycotts that resulted in the first industry-wide labor contracts in the history of American agriculture;

WHEREAS By successfully organizing the farm workers, Cesar Chavez gave hope and pride to generations of Latinos. He also inspired millions of other Americans from all walks of life who never worked on a farm to strive for social justice; and

NOW THEREFORE, BE IT RESOLVED THAT:

The Fullerton School District Board of Trustees recognizes March 31, 2020, as the day to honor the life, legacy, and contributions of Cesar E. Chavez. Adopted and approved by the Fullerton School District Board of Trustees at the regular meeting held on the 11th day of February 2020.

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA
COUNTY OF ORANGE
DR. ROBERT PLETKA, SUPERINTENDENT

_____, the Secretary of the Board of Trustees of the Fullerton School District of Orange County, California, hereby certifies that the above foregoing resolution was duly and regularly adopted by said District at a regular meeting thereof held on the 11th of February, 2020, and passed by a _____ vote of said Board.

IN WITNESS WHEREOF I have hereunto set my hand and seal this _____, 2020.

Secretary of the Board

CONSENT ITEM

DATE: February 11, 2020

TO: Board of Trustees

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

SUBJECT: **APPROVE OUT-OF-STATE CONFERENCE FOR DR. ROBERT PLEKTA TO ATTEND THE INTERNATIONAL TECHNOLOGY AND ENGINEERING EDUCATORS ASSOCIATION (ITEEA) CONFERENCE IN BALTIMORE, MARYLAND, FROM MARCH 12-14, 2020**

Background: ITEEA is a professional organization dedicated to supporting and promoting technology and engineering education through dynamic leadership and collaboration. Dr. Robert Pletka was nominated and is the recipient of the Prakken Professional Cooperation Award. This award is presented to an individual who, through teaching, research, and professional service, has promoted the field of technology and engineering education in collaboration with other fields of discipline. To qualify for this award, individuals should be involved with projects that collaborate with other disciplines, such as science, engineering, mathematics, marketing, management, etc. The recipient of the award may be from inside or outside of the field of technology and engineering education.

Rationale: The awards ceremony will be held at the conclusion of the ITEEA Conference. Dr. Robert Pletka will be recognized during the awards ceremony for receiving the Prakken Professional Cooperation Award. Out-of-state travel requires Board of Trustees approval.

Funding: Cost not to exceed \$1500 and is to be paid from Superintendent's budget (#526).

Recommendation: Approve out-of-state conference for Dr. Robert Pletka to attend the International Technology and Engineering Educators Association (ITEEA) Conference in Baltimore, Maryland, from March 12-14, 2020.

RP:cs

DISCUSSION/ACTION ITEM

DATE: February 11, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE NEW AND REVISED BOARD POLICIES

Background: The following revised board policy was presented to the Board of Trustees for the first reading at the July 24, 2018 Board Meeting:

New:

Personnel
BP 4151, 4251, 4351 – Employee Compensation
BP 4218 – Dismissal/Suspension/Disciplinary Action (Merit System)

Revised:

Personnel
BP 4033 – Lactation Accommodation
BP 4216 – Probationary/Permanent Status

Students
BP 5131.2 – Anti-Bullying

Input was received on BP 5131.2 to include employees and this change has been made.

Rationale: Ongoing revisions ensure that District maintains compliance within State and federal laws and regulations.

Funding: Not applicable.

Recommendation: Approve new and revised Board Policies.

CH:nm
Attachments

Fullerton School District

Board Policy

Employee Compensation

BP 4151, 4251, 4351

Personnel

Board Adopted:

In order to recruit and retain employees committed to the District's goals for student learning, the Board of Trustees recognizes the importance of offering a competitive compensation package which includes salaries and health and welfare benefits.

The Board shall adopt separate salary schedules for certificated, classified, and supervisory and administrative personnel. These schedules shall comply with law and collective bargaining agreements and shall be made available for review online.

Each certificated employee, except an employee in an administrative or supervisory position, shall be classified on the salary schedule on the basis of uniform allowance for education level and years of experience, unless the Board and employee organization negotiate and mutually agree to a salary schedule based on different criteria. Certificated employees shall not be placed in different classifications on the schedule, nor paid different salaries, solely on the basis of the grade levels at which they teach. (Education Code 45028)

Salary schedules for staff who are not a part of a bargaining unit shall be determined by the Board at the recommendation of the Superintendent or designee.

The Board shall determine the frequency and schedule of salary payments, including whether payments for employees who work less than 12 months per year will be made over the course of the school year or in equal installments over the calendar year. (Education Code 45038, 45039, 45048, 45165)

The Superintendent or designee shall post a notice explaining the Fair Labor Standards Act's wage and hour provisions in a conspicuous place at each work site. (29 CFR 516.4)

Overtime Compensation

District employees shall be paid an overtime rate of not less than one and one-half times their regular rate of pay for any hours worked in excess of eight hours in one day or 40 hours in one work week, or twice their regular rate of pay for any hours worked in excess of 12 hours in one day or eight hours on the seventh consecutive day of work. However, employees shall be exempt from overtime rules if they are employed as teachers or school administrators or if they qualify as being employed in an executive, administrative, or professional capacity and are paid a monthly salary that is at least twice the state minimum wage for full-time employment. (Labor Code 510, 515; 29 USC 213; 29 CFR 541.0-541.710, 553.27, 553.32)

When authorized in a collective bargaining agreement or other agreement between the district and employees, an employee may take compensatory time off in lieu of overtime compensation, provided the employee has not accrued compensatory time in excess of the limits specified in 29 USC 207. An employee who has requested the use of compensatory time shall be allowed to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt district operations. (29 USC 207; 29 CFR 553.20-553.25)

For each nonexempt employee, the Superintendent or designee shall maintain records on the employee's wages, hours, and other information specified in 29 CFR 516.5-516.6.

Legal References:

EDUCATION CODE

45022-45061.5 Salaries, especially:

45023 Availability of salary schedule

45028 Salary schedule for certificated employees

45160-45169 Salaries for classified employees

45268 Salary schedule for classified service in merit system districts

GOVERNMENT CODE

3540-3549 Meeting and negotiating, especially:

3543.2 Scope of representation

3543.7 Duty to meet and negotiate in good faith

LABOR CODE

226 Employee access to payroll records

232 Disclosure of wages

510 Overtime compensation; length of work day and week; alternative schedules

515 Overtime exemption for administrative, executive, and professional employees

CODE OF REGULATIONS, TITLE 8

11040 Wages and hours; definitions of administrative, executive, and professional employees

UNITED STATES CODE, TITLE 26

409A Deferred compensation plans

UNITED STATES CODE, TITLE 29

201-219 Fair Labor Standards Act, especially:

203 Definitions

207 Overtime

213 Exemptions from minimum wage and overtime requirements

CODE OF FEDERAL REGULATIONS, TITLE 26

1.409A-1 Definitions and covered plans

CODE OF FEDERAL REGULATIONS, TITLE 29

516.4 Notice of minimum wage and overtime provisions

516.5-516.6 Records

541.0-541.710 Exemptions for executive, administrative, and professional employees

553.1-553.51 Fair Labor Standards Act; applicability to public agencies

COURT DECISIONS

Flores v. City of San Gabriel, 9th Cir., June 2, 2016, No. 14-56421

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

Internal Revenue Service: <http://www.irs.gov>

School Services of California, Inc.: <http://www.sscal.com>

U.S. Department of Labor, Wage and Hour Division: <http://www.dol.gov/whd>

CSBA Revisions

(07/08 10/16) 12/19

Fullerton School District

Board Policy

Dismissal/Suspension/Disciplinary Action (Merit System)

BP 4218

Personnel

Board Adopted:

The Board of Trustees expects all employees to perform their jobs satisfactorily and exhibit professional and appropriate conduct. A classified employee may be disciplined for unprofessional conduct or unsatisfactory performance in accordance with law, any applicable collective bargaining agreement, and the rules of the personnel commission.

Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance. Disciplinary actions may include, but are not limited to, verbal and written warnings, involuntary reassignment, demotion, suspension without pay, reduction of pay step in class, compulsory leave, and dismissal.

The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

A probationary classified employee may be dismissed without cause at any time prior to the expiration of the probationary period.

A permanent classified employee shall be subject to suspension, demotion, or dismissal only for one or more of the causes designated by rule of the personnel commission. (Education Code 45302, 45304)

When such serious disciplinary action is being contemplated against an employee, the district shall adhere to disciplinary procedures developed by the personnel commission. Due process shall be afforded to the employee, including proper notice, an opportunity for the employee to meet with a designated district official ("Skelly officer") or to respond in writing to the charges, and an opportunity to appeal the district's decision with the personnel commission in accordance with Education Code 45305-45307. If the matter is addressed in a hearing before the personnel commission, the decision of the personnel commission shall be final.

However, if the matter involves an allegation of egregious misconduct as defined in Education Code 44932 and involves a minor, the matter shall be referred to an administrative law judge to determine whether sufficient cause exists for disciplinary action against the employee. The ruling of the administrative law judge shall be binding on the district and the employee. (Education Code 45312).

Legal Reference:

EDUCATION CODE

35161 Delegation of powers and duties

44009 Conviction of specified crimes

44010 Sex offense

44011 "Controlled substance offense" defined

44031 Personnel file

44940 Leave of absence; employee charged with mandatory or optional leave of absence offense

44940.5 Compulsory leave of absence

44990-44994 Testimony of minor witnesses at dismissal or suspension hearings
45101 Definitions (including "disciplinary action," "cause")
45109 Fixing of duties
45123 Employment after conviction of sex or narcotics offense
45124 Dismissal of sexual psychopath
45202 Transfer of accumulated sick leave and other benefits following dismissal
45240-45320 Merit system, classified employees, especially:
45302-45307 Suspension, dismissal, or other disciplinary action; classified employees

CODE OF CIVIL PROCEDURE

1286.2 Grounds for vacating decision of arbitrator

GOVERNMENT CODE

11500-11529 Administrative adjudication
12900-12996 Fair Employment and Housing Act
54957 Brown Act open meeting laws; closed session

HEALTH AND SAFETY CODE

11054 Schedule I; substances included
11055 Schedule II, substances included
11056 Schedule III, substances included
11357-11361 Marijuana
11363 Peyote
11364 Opium
11370.1 Possession of controlled substances with a firearm

PENAL CODE

187 Murder
667.5 Sex offenders
830.32 Peace officers employed by district
1192.7 Violent or serious felony
11165.2-11165.6 Child abuse or neglect, definitions

VEHICLE CODE

1808.8 School bus drivers; dismissal for safety-related cause

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

COURT DECISIONS

California School Employees Association v. Bonita Unified School District (2008) No. B200141
California School Employees v. Livingston Union School District (2007) 149 Cal.App 4th 391
CSEA v. Foothill Community College District (1975) 52 Cal. App. 3rd 150, 155-156
Skelly v. State Personnel Board (1975) 15 Cal. 3d 194
California School Employees Association v. Personnel Commission (1970) 3 Cal.3d 139

Management Resources:

CALIFORNIA SCHOOL PERSONNEL COMMISSIONERS ASSOCIATION PUBLICATIONS

Merit Rules and Regulations: CSPCA Recommended Personnel Policies and Procedures Manual for California School Merit Systems, 2014

WEB SITES

California School Personnel Commissioners Association: <http://meritsystem.org>

(7/19) 12/19

Fullerton School District

Board Policy

Lactation Accommodation

BP 4033

Personnel

Board Adopted: February 13, 2018

The Board of Trustees recognizes the immediate and long-term health advantages of breastfeeding ~~for infants and mothers~~ and desires to provide a supportive environment for any District employee to express milk for her infant child upon her return to work following the birth of the child. The Board prohibits discrimination, harassment, and/or retaliation against any District employee ~~who chooses to express breast milk for her infant child while at work~~ **for seeking an accommodation to express breast milk for an infant child while at work.**

~~The District shall provide a reasonable amount of break time to accommodate an employee each time she has a need to express breast milk for her infant child.~~

~~The employee shall be provided a private location, other than a restroom, which is in close proximity to her work area and meets the requirements of Labor Code 1031 and 29 USC 207, as applicable.~~

~~Employees are encouraged to notify their supervisor or other appropriate personnel in advance of their intent to make use of the accommodations offered for employees who are nursing mothers. As needed, the supervisor shall work with the employee to address arrangements and scheduling in order to ensure that the employees' essential job duties are covered during the break time.~~

~~Lactation accommodations may be denied only in limited circumstances in accordance with law.~~

~~Before an employee's supervisor makes a determination to deny lactation accommodations, he/she shall consult the Superintendent or designee. In any case in which lactation accommodations are denied, the Superintendent or designee shall document the options that were considered and the reasons for denying the accommodations.~~

An employee shall notify the employee's supervisor or other appropriate personnel in advance of the intent to request an accommodation. The supervisor shall respond to the request and shall work with the employee to make arrangements. If needed, the supervisor shall address scheduling in order to ensure that the employee's essential job duties are covered during the break time.

Lactation accommodations shall be granted unless limited circumstances exist as specified in law. (Labor Code 1031, 1032; 29 USC 207)

Before a determination is made to deny lactation accommodations to an employee, the employee's supervisor shall consult with the Superintendent or designee. When lactation accommodations are denied, the Superintendent or designee shall document the options that were considered and the reasons for denying the accommodations.

The Superintendent or designee shall provide a written response to any employee who was denied the accommodation(s). (Labor Code 1034)

The District shall include this policy in its employee handbook or in any set of policies that the District makes available to employees. In addition, the Superintendent or designee shall distribute the policy to new employees upon hire and when an employee makes an inquiry

about or requests parental leave. (Labor Code 1034)

Break Time and Location Requirements

The District shall provide a reasonable amount of break time to accommodate an employee each time the employee has a need to express breast milk for an infant child. (Labor Code 1030)

To the extent possible, any break time granted for lactation accommodation shall run concurrently with the break time already provided to the employee. Any additional break time used by a non-exempt employee for this purpose shall be unpaid. (Labor Code 1030; 29 USC 207)

The employee shall be provided the use of a private room or location, other than a bathroom, which may be the employee's work area or another location that is in close proximity to the employee's work area. The room or location provided shall meet the following requirements: (Labor Code 1031; 29 USC 207)

1. Is shielded from view and free from intrusion while the employee is expressing milk
2. Is safe, clean, and free of hazardous materials, as defined in Labor Code 6382
3. Contains a place to sit and a surface to place a breast pump and personal items
4. Has access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump
5. Has access to a sink with running water and a refrigerator or, if a refrigerator cannot be provided, another cooling device suitable for storing milk in close proximity to the employee's workspace

If a multipurpose room is used for lactation, among other uses, the use of the room for lactation shall take precedence over other uses for the time it is in use for lactation purposes. (Labor Code 1031)

Dispute Resolution

An employee may file a complaint with the Labor Commissioner at the California Department of Industrial Relations for any alleged violation of Labor Code 1030-1034. (Labor Code 1034)

Legal Reference:

EDUCATION CODE

200-262.4 Educational equity; prohibition of discrimination on the basis of sex

CIVIL CODE

43.3 Right of mothers to breastfeed in any public or private location

GOVERNMENT CODE

12926 Definition of sex; breastfeeding

Fullerton School District BP 4033

Page 2 of 3

12940 Unlawful discriminatory employment practices
12945 Unlawful discrimination based on pregnancy, childbirth, or related medical conditions

LABOR CODE

1030-1034 Lactation accommodation
6382 Procedure for listing hazardous substances

CODE OF REGULATIONS, TITLE 2

11035-11051 Unlawful sex discrimination; pregnancy and related medical conditions

UNITED STATES CODE, TITLE 29

207 Fair Labor Standards Act; lactation accommodation

Management Resources:

CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS PUBLICATIONS

Rest Periods/Lactation Accommodation, Frequently Asked Questions

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH PUBLICATIONS

Lactation Accommodation for Employers

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

Lactation Support Program Toolkit

FEDERAL REGISTER

Reasonable Break Time for Nursing Mothers, December 21, 2010, Vol. 75, No. 244, pages 80073-80079

OFFICE OF THE SURGEON GENERAL PUBLICATIONS

The Surgeon General's Call to Action to Support Breastfeeding, 2011

HEALTH RESOURCES AND SERVICES ADMINISTRATION PUBLICATIONS

The Business Case for Breastfeeding: Steps for Creating a Breastfeeding Friendly Worksite, Toolkit, 2008

U.S. DEPARTMENT OF LABOR, WAGE AND HOUR DIVISION, PUBLICATIONS

Frequently Asked Questions- Break Time for Nursing Mothers

Fact Sheet #73: Break Time for Nursing Mothers under the FLSA, rev. April 2018

WEB SITES

California Department of Industrial Relations, Division of Labor and Standards Enforcement:

<http://www.dir.ca.gov/dlse> California Department of Public Health: <http://www.cdph.ca.gov>

California Women, Infants and Children Program: <http://www.wicworks.ca.gov>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Health Resources and Services Administration: <http://www.hrsa.gov>

Office of the Surgeon General: <http://www.surgeongeneral.gov>

U.S. Department of Labor, Wage and Hour Division, Break Time for Nursing Mothers:

<http://www.dol.gov/whd/nursingmothers>

CSBA Revisions

(07/11) 12/19

Fullerton School District

Board Policy

Probationary/Permanent Status

BP 4216

Classified Personnel

Board Adopted: December 13, 2005

Board Revised:

~~Employees newly hired for regular positions in the classified service shall be considered probationary employees until they have satisfactorily completed six months of service or 130 days of probationary service, whichever is longest, excluding absences for illness and injury. Upon satisfactorily completing this period, they shall become permanent classified employees of the District.~~

~~New employees shall be evaluated prior to the end of the six-month probationary period, if applicable. These evaluations shall indicate whether the evaluator is satisfied with the employee's ability, performance, and compatibility with the job.~~

~~The Superintendent may dismiss an employee during the initial probationary period. A permanent employee who was promoted to a higher classification may be returned during the probationary period to his/her former classification, if such position still exists.~~

Health Examinations

Drug and Alcohol Testing for School Bus Drivers

~~The Board of Trustees desires to take all possible steps to ensure transportation safety for District students and staff. The Superintendent or designee shall establish a drug and alcohol testing program for all school bus drivers and any other employees who hold a commercial driver's license, which is necessary to perform duties, related to their employment with the District. This program shall be designed to fulfill the requirements of federal law and regulations.~~

~~Drivers who test positive for alcohol or drugs shall be removed from safety-sensitive functions and subject to disciplinary action up to and including dismissal in accordance with administrative regulations.~~

The Board of Trustees desires to employ and retain highly qualified classified personnel to support the District's educational program and operations. Newly hired classified employees shall serve a probationary period during which the Board shall determine their suitability for long-term District employment.

A probationary employee who has been employed by the District for six months or 130 days of paid service, whichever is longer, shall be classified as a permanent employee of the District. (Education Code 45113, 45301)

Probationary employees shall receive written performance evaluations by their supervisor during the probationary period. These evaluations shall indicate whether the evaluator is satisfied or not satisfied with the employee's ability, performance, and compatibility with the job.

The District may, without cause, dismiss a new employee during the probationary period.

Permanent employees promoted to a higher classification shall be considered probationary in their new position until they have satisfactorily completed the probationary period.

A permanent employee who accepts a promotion and fails to complete the probationary period for that promotional position shall be employed in the classification from which the employee was promoted. (Education Code 45113)

This policy shall be made available to classified employees and the public. (Education Code 45113)

Legal References:

~~Education Code~~

~~35160 Authority of Governing Boards~~

~~45269 Persons Deemed in Permanent Classified Service~~

~~45270 Persons Deemed under Probationary Classification~~

~~45301 Probationary Period for Entry into Permanent Classified Service~~

~~Vehicle Code~~

~~34500 Applicable Vehicles~~

~~34501.12 Motor Carrier Definition~~

~~34520 Motor Carrier and Driver Compliance with Federal Testing Requirements~~

~~United States Code, Title 49~~

~~2717 Alcohol and Controlled Substances Testing (Omnibus Transportation Employee Testing Act of 1991)~~

~~Code of Federal Regulations, Title 49~~

~~40 Procedures for Transportation Workplace Drug and Alcohol Testing Programs~~

~~382 Controlled Substance and Alcohol Use and Testing~~

EDUCATION CODE

45113 Rules and regulations for classified service in districts not incorporating the merit system

45240-45320 Merit system

Management Resources:

WEB SITES

California School Employees Association: <http://www.csea.org>

(6/96 7/02) 10/19

Fullerton School District

Board Policy

Anti-Bullying

BP 5131.2

Students

Board Adopted: June 19, 2012

Revised: November 15, 2016, August 14, 2018

The Board of Trustees for the Fullerton School District recognizes the harmful effects of bullying on **student and employee well-being**, student learning and school attendance and desires to provide safe school environments that protect students **and employees** from physical and emotional harm. District employees shall establish student **and employee** safety as a high priority and shall not tolerate bullying of any student **or any staff member**.

No individual or group shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, ~~retaliate~~, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel, **or retaliate against them for filing a complaint or participating in the complaint resolution process**.

In addition, Penal Code 653.2 makes it a crime to distribute another person's personally identifiable information electronically with the intent to cause harassment by a third party and to threaten a person's safety or that of his/her family (e.g., placing a person's address online so that he/she receives harassing messages).

Cyberbullying includes the electronic creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images as defined in Education Code 48900. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage or victimize that person's reputation.

Strategies for addressing bullying in District schools shall be developed with involvement of key stakeholders, including students, parents/guardians, and staff, in accordance with law, Board policy, and administrative regulation and may be incorporated into the comprehensive safety plan, the local control and accountability plan, and other applicable District and school plans.

As appropriate, the Superintendent or designee may collaborate with law enforcement, courts, social services, mental health services, other agencies, and community organizations in the development and implementation of joint strategies to promote safety in schools and the community and to provide services for alleged victims and perpetrators of bullying.

Bullying Prevention

To the extent possible, District and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and implementing strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of District and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for engaging in bullying.

As appropriate, the District shall provide students with instruction, in the classroom or other educational settings, that promotes social-emotional learning, effective communication and conflict resolution skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

Such instruction shall also educate students about the negative impact of bullying, discrimination, intimidation, and harassment based on actual or perceived immigration status, religious beliefs and customs, or any other individual bias or prejudice.

The Superintendent or designee shall provide training to teachers and other school staff to raise their awareness about the legal obligation of the District and its employees to prevent discrimination, harassment, intimidation, and bullying of District students. Such training shall be designed to provide staff with the skills to:

1. Discuss the diversity of the student body and school community, including their varying immigration experiences
2. Discuss bullying prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims
3. Identify the signs of bullying or harassing behavior
4. Take immediate corrective action when bullying is observed
5. Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and or cafeterias.

Intervention

Students **and staff members** are encouraged to notify school staff when they are being bullied or suspect that another student **or staff member** is being victimized. In addition, the Superintendent or designee shall develop means for students **and staff members** to report threats or incidents confidentially and anonymously.

School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate, based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

The Superintendent, principal, or principal's designee may refer a victim, witness, perpetrator, or other student **and staff member** affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)

Reporting and Filing of Complaints

Any student, parent/guardian, or other individual who believes that a student **or staff member** has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal a compliance officer, or any other available school employee. Within one business day of

receiving such a report, a staff member shall notify the principal of the report, whether or not a uniform complaint is filed. In addition, any school employee who observes an incident of bullying involving a student **or staff member** shall, within one business day, report his/her observation to the principal or a District compliance officer, whether or not the alleged victim files a complaint.

Within two business days of receiving a report of bullying, the principal shall notify the District compliance officer identified in AR 1312.3 - Uniform Complaint Procedures.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated. When a student uses a social networking site or service to bully or harass another student, the Superintendent or designee may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

When a report of bullying is submitted, the principal or District compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with AR 1312.3. The student **or staff member** who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.

Investigation and Resolution of Complaints

Any complaint of bullying shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the District's uniform complaint procedures specified in AR 1312.3.

If, during the investigation, it is determined that a complaint is about nondiscriminatory, resolved in accordance with law and the District's uniform complainant and shall take all necessary actions to resolve the complaint.

Discipline

Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as defined in Education Code 48900, may include suspension or expulsion in accordance with District policies and regulations.

Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

Legal Reference:

EDUCATION CODE
200-262.4 Prohibition of discrimination
32282 Comprehensive safety plan
32283.5 Bullying; online training
35181 Governing board policy on responsibilities of students
35291-35291.5 Rules
48900-48925 Suspension or expulsion
48985 Translation of notices
52060-52077 Local control and accountability plan

PENAL CODE

422.55 Definition of hate crime

647 Use of camera or other instrument to invade person's privacy; misdemeanor

647.7 Use of camera or other instrument to invade person's privacy; punishment

653.2 Electronic communication devices, threats to safety

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

UNITED STATES CODE, TITLE 47

254 Universal service discounts (e-rate)

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

110.25 Notification of nondiscrimination on basis of age

Management Resources:

CSBA PUBLICATIONS

Final Guidance: AB 1266, Transgender and Gender Nonconforming Students, Privacy, Programs, Activities & Facilities, Legal Guidance, March 2014

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Addressing the Conditions of Children; Focus on Bullying, Governance Brief, December

2012 Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

Building Healthy Communities: A School Leaders Guide to Collaboration and Community Engagement, 2009

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008

Bullying at School, 2003

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Bullying of Students with Disabilities, August 2013

Dear Colleague Letter: Harassment and Bullying, October 2010

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/lss>

Common Sense Media: <http://www.common Sense Media.org>

National School Safety Center: <http://www.schoolsafety.us>

ON (the) LINE, digital citizenship resources: <http://www.onthelineca.org>

U.S. Department of Education: <http://www.ed.gov>

CSBA Revisions

(4/13 10/14) 7/15 5/18

DISCUSSION/ACTION ITEM

DATE: February 11, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE PUPIL ATTENDANCE CALENDAR FOR THE 2021/2022 SCHOOL YEAR

Background: The District's Pupil Attendance Calendar is drafted upon review and comparison to calendars from the high school district and the County to identify attendance patterns and student instructional needs for Fullerton School District. A committee inclusive of PTA President, teachers, classified staff, and administrators developed the draft calendar to share with the District's bargaining associations. This draft calendar was taken to Board on January 14, 2020 as a First Reading.

Rationale: A final calendar enables the District's many offices to begin preparation for the 2020/2021 academic year.

Funding: Not applicable.

Recommendation: Approve Pupil Attendance Calendar for the 2021/2022 school year.

CH:nm
Attachment

DRAFT

**Fullerton School District
2021/2022 Pupil Attendance Calendar**

DRAFT

July 2021

4 Independence Day

July 2021							January 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3							1
4	5	6	7	8	9	10	2	3	4	5	6	7	8
11	12	13	14	15	16	17	9	10	11	12	13	14	15
18	19	20	21	22	23	24	16	17	18	19	20	21	22
25	26	27	28	29	30	31	23	24	25	26	27	28	29
							30	31					

January 2022

1 New Year's Day
 3 Records Day (Jr. High)
 Staff Development (Elem.)
 4 All Students Return
 17 Martin Luther King Jr. Day

August 2021

11 New Teachers First Day
 12/13 Staff Development
 16 All Students Return

August 2021							February 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7			1	2	3	4	5
8	9	10	11	12	13	14	6	7	8	9	10	11	12
15	16	17	18	19	20	21	13	14	15	16	17	18	19
22	23	24	25	26	27	28	20	21	22	23	24	25	26
29	30	31					27	28					

February 2022

14 Lincoln's Holiday Observed
 21 Presidents' Holiday

September 2021

6 Labor Day
 22 Full-Day Parent
 Conference Day

September 2021							March 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4			1	2	3	4	5
5	6	7	8	9	10	11	6	7	8	9	10	11	12
12	13	14	15	16	17	18	13	14	15	16	17	18	19
19	20	21	22	23	24	25	20	21	22	23	24	25	26
26	27	28	29	30			27	28	29	30	31		

March 2022

21 - 25 Spring Break

October 2021

October 2021							April 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2						1	2
3	4	5	6	7	8	9	3	4	5	6	7	8	9
10	11	12	13	14	15	16	10	11	12	13	14	15	16
17	18	19	20	21	22	23	17	18	19	20	21	22	23
24	25	26	27	28	29	30	24	25	26	27	28	29	30
31													

April 2022

November 2021

1 Staff Development
 11 Veterans' Day Recognition
 22 - 26 Thanksgiving Break

November 2021							May 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6	1	2	3	4	5	6	7
7	8	9	10	11	12	13	8	9	10	11	12	13	14
14	15	16	17	18	19	20	15	16	17	18	19	20	21
21	22	23	24	25	26	27	22	23	24	25	26	27	28
28	29	30					29	30	31				

May 2022

30 Memorial Day

December 2021

17 No Attendance for:
 Students, Certificated, &
 Classified less than 12 mo.
 20 - 31 Winter Recess

December 2021							June 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4				1	2	3	4
5	6	7	8	9	10	11	5	6	7	8	9	10	11
12	13	14	15	16	17	18	12	13	14	15	16	17	18
19	20	21	22	23	24	25	19	20	21	22	23	24	25
26	27	28	29	30	31		26	27	28	29	30		

June 2022

3 Students' Last Day

-  Students Return
-  Non Student Day
-  Holiday/Breaks (no student attendance)
-  Staff Development Day/Conference Day/Records Day (no student attendance)
-  Students' Last Day

Quarters (7-8)

Aug. 16 - Oct. 15 (43 days)
 Oct. 18 - Dec. 16 (37 days)
 Jan. 4 - Mar. 18 (51 days)
 Mar. 28 - June 3 (49 days)

Trimesters (K-6)

Aug. 16 - Nov. 12 (61 days)
 Nov. 15 - Mar. 4 (60 days)
 Mar. 7 - June 3 (59 days)

Misc. Dates

Fall Conference Week: September 20-24, 2021
PreK-6 = Minimum Day
Jr. High Fall Conference: TBD
 Spring Conference Week: March 14 - 18, 2022
PreK-6 = Minimum Day
Jr. High Spring Conference: TBD

180 Student Days

185 Teacher Work Days (new teachers work 186 days)

Board Approved:

CONSENT ITEM

DATE: February 11, 2020

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

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

SUBJECT: **APPROVE EMERGENCY RESOLUTION #19/20-12 TO APPROVE ENTERING INTO A CONTRACTS FOR SERVICES RELATED TO LAGUNA ROAD ELEMENTARY SCHOOL**

Background: One of our District schools, Laguna Road Elementary, suffered a fire in a storage room inside their Media Center on January 22, 2020.

The lack of access to the Media Center, will result in the students at Laguna Road to not be able to use those learning spaces during the day for educational purposes. The Media Center includes a library, STEAM room, green screen room, and four (4) staff offices.

The students at Laguna Road Elementary need access to the Media Center as part of their educational programs.

Public Contract Code section 20113 provides that in an emergency when any repairs, alterations, work or improvement is necessary to any facility of public schools to permit the continuance of existing school classes, or to avoid a danger to life or property, the Board may, by unanimous vote and with approval of the County Superintendent of Schools, make a contract in writing or otherwise on behalf of the District for the performance of labor and furnishing of materials or supplies without advertising for or inviting bids.

The services required by the District are necessary to permit conditions conducive to a safe and ideal learning environment at Laguna Road Elementary School to ensure the continuance of the instructional programs.

Rationale: Emergency Resolutions are approved by the Board of Trustees.

Funding: Cost to be reimbursed by ASCIP.

Recommendation: Approve Emergency Resolution #19/20-12 to approve entering into contracts for services related to Laguna Road Elementary School.

RC:yd
Attachment

EMERGENCY RESOLUTION TO APPROVE ENTERING INTO A CONTRACT FOR SERVICES RELATED TO LAGUNA ROAD ELEMENTARY SCHOOL

RESOLUTION NO. #19/20-12

WHEREAS, one of our District schools, Laguna Road Elementary, suffered a fire on January 22, 2020, which has resulted in the need for immediate repairs;

WHEREAS, the following rooms were impacted: storage room inside of the Media Center.

WHEREAS, the Media Center is comprised of the following areas: Library, STEAM lab, green screen room, and four (4) staff offices;

WHEREAS, there are a total of 650 students who will be impacted, five (5) days per week;

WHEREAS, the entirety of the educational curriculum at Laguna Road Elementary School, will be severely impacted by the lack of this suitable learning space;

WHEREAS, the lack of access to this learning space will result in the students of the District not being able to use the Media Center during the day;

WHEREAS, at the present time the Media Center is not safe for students and staff to engage in any normal activities inside;

WHEREAS, Public Contract Code section 20113 provides that in an emergency when any repairs, alterations, work or improvement is necessary to any facility of public schools to permit the continuance of existing school classes, or to avoid danger to life or property, the Board may, by unanimous vote and with approval of the County Superintendent of Schools, make a contract in writing or otherwise on behalf of the District for the performance of labor and furnishing of materials or supplies without advertising for or inviting bids;

WHEREAS, the repair of the school's Media Center must be undertaken by the district immediately; and,

WHEREAS, the services required by the District are necessary to permit conditions conducive to a safe and ideal learning environment at Laguna Road Elementary School to ensure the continuance of the instructional programs at Laguna Road Elementary School and to avoid danger to life or property;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees makes the following findings:

1. That the above recitals are true and correct.
2. That an emergency arose requiring immediate action due to the recent fire at Laguna Road Elementary School;

3. That timely and immediate need for services to repair the Media Center at Laguna Road Elementary School is necessary for the continuance of educational programs at Laguna Road Elementary School, as well as providing safe and adequate field for District students and staff, and to avoid unnecessary health and safety risks.
4. That the District's Board of Trustees, pursuant to Public Contract Code section 20113, unanimously finds that repair of the Media Center at Laguna Road Elementary constitutes and "emergency" as defined by Public Contract Code section 1102 and 20113
5. That the Board of Trustees delegates authority to its Superintendent or his designee to further implement the provisions of this Resolution.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Fullerton School District this 11th day of February, 2020, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

I, _____, President of the Fullerton School District Board of Trustees, do hereby certify that the foregoing is a full, true and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in the office of said board.

President of the Board of Trustees
Fullerton School District

I, _____, Clerk of the Board of Trustees of the Fullerton School District, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Trustees of the Fullerton School District at a regularly scheduled meeting thereof held on the 11th day of February, 2020, by the above-described vote of the Board.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Fullerton School District Board of Trustees this 11th day of February, 2020.

Clerk of the Board of Trustees
Fullerton School District

ADMINISTRATIVE REPORT

DATE: February 11, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: FIRST READING OF NEW AND REVISED BOARD POLICIES

Background: The California School Boards Association (CSBA) provides up-to-date legal templates of board policies, which are adopted by the majority of school districts in our State.

Upon review of current board policies, the following new and revised board policies need to be approved:

New:

Personnel
BP 4131 – Staff Development
BP 4136 – Non-school Employment
BP 4143, 4243 – Negotiations/Consultation

Revised:

Personnel
BP 4139– Peer Assistance Review

The purpose of this Administrative Report will be to afford Board members the opportunity to review these new board policies, ask questions, receive clarification, and propose revisions prior to the request for Board approval of these new and revised policies at the March 10, 2020 Board of Trustees Meeting.

Rationale: Ongoing revisions ensure that the District maintains compliance within State and federal laws and regulations.

Funding: Not applicable.

Recommendation: Not applicable.

CH:nm
Attachments

Fullerton School District

Board Policy

Staff Development

BP 4131

Personnel

Board Adopted:

The Board of Trustees believes that, in order to maximize student learning and achievement, certificated staff members must be continuously learning and improving their skills. The Superintendent or designee shall develop a program of ongoing professional development, which includes opportunities for teachers to enhance their instructional and classroom management skills, and become informed about changes in pedagogy and subject matter.

The Superintendent or designee shall involve teachers, site and district administrators, and others, as appropriate, in the development of the district's staff development program. He/she shall ensure that the district's staff development program is aligned with district priorities for student achievement, school improvement objectives, the local control and accountability plan, and other district and school plans.

The District's staff development program shall assist certificated staff in developing knowledge and skills, including, but not limited to:

1. Mastery of subject-matter knowledge, including current state and district academic standards
2. Use of effective, subject-specific teaching methods, strategies, and skills
3. Use of technologies to enhance instruction
4. Sensitivity to and ability to meet the needs of diverse student populations, including, but not limited to, students of various racial and ethnic groups, students with disabilities, English learners, economically disadvantaged students, foster youth, gifted and talented students, and at-risk students
5. Understanding of how academic and career technical instruction can be integrated and implemented to increase student learning
6. Knowledge of strategies that encourage parents/guardians to participate fully and effectively in their children's education
7. Effective classroom management skills and strategies for establishing a climate that promotes respect, fairness, tolerance, and discipline, including conflict resolution and hatred prevention
8. Ability to relate to students, understand their various stages of growth and development, and motivate them to learn
9. Ability to interpret and use data and assessment results to guide instruction
10. Knowledge of topics related to student health, safety, and welfare
11. Knowledge of topics related to employee health, safety, and security

The Superintendent or designee shall, in conjunction with teachers, interns, and administrators, as appropriate, develop an individualized program of professional growth to increase competence, performance, and effectiveness in teaching and classroom management and, as necessary, to assist them in meeting state or federal requirements to be fully qualified for their positions.

Professional learning opportunities offered by the district shall be evaluated based on the criteria specified in Education Code 44277. Such opportunities may be part of a coherent plan that combines school activities within a school, including lesson study or co-teaching, and external learning opportunities that are related to academic subjects taught, provide time to meet and work with other teachers, and support instruction and student learning. Learning activities may include, but are not

limited to, mentoring projects for new teachers, extra support for teachers to improve practice, and collaboration time for teachers to develop new instructional lessons, select or develop common formative assessments, or analyze student data.

The District's staff evaluation process may be used to recommend additional individualized staff development for individual employees.

The Board may budget funds for actual and reasonable expenses incurred by staff who participate in staff development activities.

The Superintendent or designee shall provide a means for continual evaluation of the benefit of staff development activities to both staff and students and shall regularly report to the Board regarding the effectiveness of the staff development program. Based on the Superintendent's report, the Board may revise the program as necessary to ensure that the staff development program supports the district's priorities for student achievement.

Legal Reference:

EDUCATION CODE

44032 Travel expense payment
44259.5 Standards for teacher preparation
44277 Professional growth programs for individual teachers
44300 Emergency permits
44325-44328 District interns
44450-44468 University internship program
44570-44578 Inservice training, secondary education
44830.3 District interns
45028 Salary schedule and exceptions
48980 Notification of parents/guardians; schedule of minimum days
52060-52077 Local control and accountability plan
56240-56245 Staff development; service to persons with disabilities
99200-99206 Subject matter projects

GOVERNMENT CODE

3543.2 Scope of representation of employee organization
CODE OF REGULATIONS, TITLE 5
13025-13044 Professional development and program improvement
80021 Short-term staff permit
80021.1 Provisional internship permit
80023-80026.6 Emergency permits

UNITED STATES CODE, TITLE 20

6601-6702 Preparing, Training and Recruiting High Quality Teachers and Principals

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

United Faculty of Contra Costa Community College District v. Contra Costa Community College District, (1990) PERB Order No. 804, 14 PERC P21, 085

Management Resources:

CSBA PUBLICATIONS

Governing to the Core: Professional Development for Common Core, Governance Brief, May 2013

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

California Standards for the Teaching Profession, 2009

Fullerton School District BP 4131

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Professional Learning: <http://www.cde.ca.gov/pd>

California Subject Matter Projects: <http://csmp.ucop.edu>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

CSBA Revisions

(11/08 12/13) 5/17

Fullerton School District

Board Policy

Non-School Employment

BP 4136

Personnel

Board Adopted:

In order to help maintain public trust in the integrity of District operations, the Governing Board expects all employees to give the responsibility of their positions precedence over any other outside employment. A district employee may receive compensation for outside activities as long as these activities are not inconsistent, incompatible, in conflict with, or inimical to his/her district duties.

An outside activity shall be considered inconsistent, incompatible, or inimical to district employment when such activity:

1. Requires time periods that interfere with the proper, efficient discharge of the employee's duties
2. Entails compensation from an outside source for activities which are part of the employee's regular duties
3. Involves using the district's name, prestige, time, facilities, equipment, or supplies for private gain
4. Involves service which will be wholly or in part subject to the approval or control of another district employee or Board member

An employee wishing to accept outside employment that may be inconsistent, incompatible, in conflict with, or inimical to the employee's duties shall file a written request with his/her immediate supervisor describing the nature of the employment and the time required. The supervisor shall evaluate each request based on the employee's specific duties within the district and determine whether to grant authorization for such employment.

The supervisor shall inform the employee whether the outside employment is prohibited. The employee may appeal a supervisor's denial of authorization to the Superintendent or designee. An employee who continues to pursue a prohibited activity may be subject to disciplinary action.

Tutoring

A certificated employee shall not accept any compensation or other benefit for tutoring a student enrolled in his/her class(es). An employee who wishes to tutor another district student shall first request authorization from his/her supervisor in accordance with this Board policy. If authorization is granted, the employee shall not use district facilities, equipment, or supplies when providing the tutoring service.

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

35160.1 Broad authority of school districts

51520 Prohibited solicitation on school premises
GOVERNMENT CODE
1126 Incompatible activities of employees
1127 Incompatible activities; off duty work
1128 Incompatible activities, attorney
CODE OF REGULATIONS, TITLE 5
80334 Unauthorized private gain or advantage
ATTORNEY GENERAL OPINIONS
70 Ops.Cal.Atty.Gen. 157 (1987)

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

Fair Political Practices Commission: <http://www.fppc.ca.gov>

CSBA Revisions

(9/91) 7/08

Fullerton School District

Board Policy

Negotiations/Consultation

BP 4143, 4243

Personnel

Board Adopted:

The Board of Trustees recognizes its responsibility to represent the public's interests in the collective bargaining process. In ratifying agreements on employee contracts, the Board shall balance the needs of staff and the priorities of the District in order to provide students with a high-quality instructional program based on a sound, realistic budget.

The Board and the Superintendent shall establish a bargaining team to assist in analyzing contract provisions and conducting contract negotiations. The Board shall provide its negotiator(s) with expected outcomes and clear parameters for acceptable contract provisions which promote the realization of District goals and priorities.

The Board and its bargaining team shall negotiate in good faith with exclusive employee representatives on wages, hours of employment, and other terms and conditions of employment identified in law as being within the scope of representation.

When the district intends to make any change to matters within the scope of representation, it shall give reasonable written notice of its intent to the exclusive representative for the purpose of providing the exclusive representative a reasonable amount of time to negotiate with the District regarding the proposed changes.

A reasonable number of representatives of the employee organization shall have the right to receive reasonable periods of released time without loss of District compensation when meeting and negotiating and/or for the processing of grievances.

The Board and its bargaining team shall establish standards of conduct pertaining to the negotiations process for members of the bargaining team. Certain meetings related to negotiations shall not be open to the public in accordance with Government Code 3549.1 and 54957.6, except as otherwise required by law. Matters discussed in these meetings shall be kept in strict confidence in accordance with law.

The Board and its negotiator(s) shall not knowingly provide the employee organization with inaccurate information regarding the financial resources of the District.

The Board shall monitor the progress of negotiations and carefully consider how proposed contract provisions would affect the District's short- and long-term fiscal, programmatic, instructional, and personnel goals.

The Board and/or Superintendent or designee shall keep the public informed about the progress of negotiations and the ways in which negotiations may affect district goals unless otherwise agreed upon by the District and exclusive representative.

Whenever the District has a qualified or negative certification on an interim fiscal report, it shall allow the county office of education at least 10 working days to review and comment on any proposed agreement with exclusive representatives of employees. The District shall provide the County Superintendent of Schools with all information relevant to gain an understanding of the financial impact of any final collective bargaining agreement.

Once the final terms of the agreement have been ratified by the membership of the employee organization, the contract shall be presented to the Board at a public meeting for acceptance.

Any agreement adopted by the Board may be for a term not to exceed three years.

In the event of an impasse in negotiations, the district shall participate in good faith in mediation and fact-finding procedures pursuant to Government Code 3548-3548.8.

Following adoption of the collective bargaining agreement, any subsequent amendments shall be executed in writing and ratified by the Board and the employees' exclusive representative.

Consultation

The exclusive representative of certificated staff may consult with the Board on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks.

Legal Reference:

EDUCATION CODE

44987 Service as officer of employee organization (certificated)

45210 Service as officer of employee organization (classified)

GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

Berkeley Council of Classified Employees v. Berkeley Unified School District, (2008) PERB Decision No. 1954

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

California Public Employee Relations: <http://cper.berkeley.edu>

Center for Collaborative Solutions: <http://www.ccscenter.org/labormgmt>

Public Employment Relations Board: <http://www.perb.ca.gov>

State Mediation and Conciliation Service (SMCS): <http://www.dir.ca.gov/csmcs/smcs.aspx>

CSBA Revisions

(10/95 3/07) 4/15

Fullerton School District

Board Policy

Peer Assistance and Review

BP 4139

Personnel

Board Adopted: September 28, 2010

~~In order to assist teachers who may need additional development in subject matter knowledge and/or teaching strategies, the Board of Trustees shall work with the local teachers' organization to establish and maintain a program of peer assistance and review linking participating teachers with exemplary teachers serving as consulting teachers. Consulting teachers shall provide sustained, intensive support including, but not limited to, multiple classroom observations, recommendations for staff development and regular meetings with participating teachers.~~

~~The Superintendent or designee shall establish in accordance with law a joint teacher-administrator-peer review panel to manage the program.~~

~~Board decisions regarding the continued employment of an individual participating teacher shall include consideration of the results of the individual's participation in the peer assistance and review program and the recommendations of the consulting teacher and review panel.~~

~~The Board shall coordinate policies and procedures related to the District's peer assistance and review program with other District activities for staff development, teacher support, and staff evaluation.~~

The Board of Trustees recognizes the link between teacher effectiveness and student learning and desires to provide structured, individualized support and guidance to teachers as necessary to enhance their performance and support teacher retention. The Superintendent or designee shall develop a program of intensive professional development and consultation to help interns and beginning teachers apply their academic preparation more effectively in the classroom and to assist other teachers who need additional development in subject matter knowledge, instructional methods, and/or classroom management.

The Superintendent or designee shall coordinate individualized teacher support and guidance activities developed pursuant to this policy with other district staff development programs and staff evaluation processes.

Teachers may volunteer to participate in a teacher support and guidance program or may be referred to such services based on their performance evaluation.

Support providers shall be experienced certificated personnel who are knowledgeable about teacher development and needed competencies and have strong interpersonal and communication skills. Support may include, but is not limited to, classroom observations, regular meetings with the support provider, and an individualized plan for professional development or coursework that takes into consideration the teacher's assignment and prior preparation and experience. The roles and responsibilities of support providers shall be clearly defined in writing and communicated to all participants.

The Superintendent or designee shall ensure the timely assignment of qualified support providers to participating teachers and for reassignment as needed. He/she shall also ensure that each support provider receives appropriate training to serve in a support capacity and is provided adequate time

and resources to assist other teachers.

The District may provide a stipend to support providers in accordance with the collective bargaining agreement and District budget.

The performance of a participating teacher shall be monitored by the support provider, Superintendent or designee, and/or a panel of teachers and administrators in order to determine whether the teacher has met program goals and to make recommendations for follow-up support or employment action, as appropriate.

The Superintendent or designee shall regularly evaluate the District's teacher support and guidance programs and shall report to the Board regarding program effectiveness in meeting District goals for teacher quality and retention. Evaluation reports may include, but are not limited to, data on program enrollment and completion, subsequent retention rates of participating teachers, and interviews or surveys of program participants.

Legal References:

EDUCATION CODE

~~44279.1-44279.7 Beginning teacher support and assessment~~
~~44325-44328 District intern program~~
~~44500-44508 Peer assistance and review program~~
~~44560-44562 Certificated Staff Mentoring Program~~
~~44662 Evaluation of certificated employees~~
~~44664 Evaluation~~

Management Resources:

WEB SITES

~~CSBA: <http://www.csba.org>~~
~~CDE: <http://www.cde.ca.gov>~~
~~California Commission on Teacher Credentialing: <http://www.ctc.ca.gov>~~
~~California Teachers Association: <http://www.cta.org>~~
~~California Federation of Teachers: <http://www.cft.org>~~

CSBA Revisions

~~7/99~~

EDUCATION CODE

44259 Credential requirements
44259.5 Standards for professional preparation programs
44275.4 Credential requirements, induction, out-of-state teachers
44325-44328 District interns
44450-44468 University interns
44830.3 Interns, professional development and guidance

CODE OF REGULATIONS, TITLE 5

80021 Short-term staff permit
80021.1 Provisional internship permit
80026.5 Orientation, guidance, and assistance for emergency permit holders
80033 Intern teaching credential
80055 Intern credential
80413 Credential requirements

Fullerton School District BP 4139

80413.3 Credential requirements; teachers with out-of-state credentials
UNITED STATES CODE, TITLE 20
6601-6702 Preparing, training and recruiting high quality teachers and principals

Management Resources:

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

SB 2042 Multiple Subject and Single Subject Preliminary Credential Program Standards, rev.
February 2014

Intern Preservice, Support and Supervision Requirements: Preparation to Teach English Learners,
Program Sponsor Alert 13-06, June 3, 2013

Education Specialist Teaching and Other Related Services Credential Program Standards, rev. May
2013

Multiple and Single Subject Induction Programs (program standards, preconditions, and language
addressing the teaching of English learners), rev. January 2013

California Standards for the Teaching Profession, October 2009

WEB SITES

California Department of Education: <http://www.cde.ca.gov>

California Federation of Teachers: <http://www.cft.org>

California Teachers Association: <http://www.cta.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

CSBA Revisions

8/14