

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

REGULAR MEETING OF THE BOARD OF TRUSTEES  
NOTICE TO THE PUBLIC

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

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

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

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

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

FULLERTON SCHOOL DISTRICT  
Tuesday, May 12, 2020  
Minutes of the Regular Meeting of the Board of Trustees  
5:00 p.m. Closed Session, 6:00 p.m. Open Session  
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

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

President Jeanette Vazquez called a Regular meeting of the Fullerton School District Board of Trustees to order at 5:11 p.m. and Julienne Lee led the pledge of allegiance to the flag. The Board of Trustees participated remotely via Zoom Teleconference. Executive Cabinet participated in-person at the District Office.

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

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

Recess to Closed Session – Agenda

At 5:12 p.m., the Board recessed to Closed Session for: •Potential Litigation [Government Code section 54956.9(b)(1)]; •Confidential Student Services [Education Code sections 35146, 48918].

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

President Vasquez called a Regular meeting of the Fullerton School District Board of Trustees to order at 6:12 p.m. and Jeremy Davis led the pledge of allegiance. Carmen Serna, Executive Assistant to the Superintendent, reported on behalf of President Vazquez that in closed session, the Board voted 5-0 to Approve Final Settlement and Release Agreement by and between the Fullerton School District and the parent of Student (OAH Case No. 2019121029). District agrees to reimburse Parent in the amount of Five Thousand Dollars (\$5,000) for compensatory education services (roll call was taken for each Board Member's vote).

The Board voted 5-0 to Approve Final Settlement and Release Agreement by and between the Fullerton School District and the parent of Student (OAH Case No. 2020010959). The District agrees to pay, as a compromise and settlement only, the sum of Six Thousand Five Hundred Dollars (\$6,500) for all attorneys' fees owed or paid by Parents in connection with the Action (roll call was taken for each Board Member's vote).

The Board voted 5-0 to Approve Final Settlement and Release Agreement by and between the Fullerton School District and the parent of Student (OAH Case No. 2020020230). The District agrees to pay, as a compromise and settlement only, the sum of Nine Thousand Seven Hundred Fifty Dollars (\$9,750) for all attorneys' fees owed or paid by Parents in connection with the Action (roll call was taken for each Board Member's vote).

Superintendent's Report

Dr. Pletka stated he is extremely appreciative to certificated, classified and administrative staff for their commitment and hard work during this pandemic time. He stated Jenel Lao wrote a proposal for the Inclusive Early Education and Expansion Program (IEEEP) and the grant was funded for \$5,017,273. In addition, Ms. Lao has been instrumental in writing various other smaller grants and the District is very appreciative of her efforts.

Information from the Board of Trustees

Trustee Thakur- He thanked Dr. Pletka, Executive Cabinet, and all staff for their hard work during COVID-19. He stated Distance Learning has been a new experience for everyone. He thanked all parents for their dedication helping students while many parents are working from home. He thanked Yolanda McComb (Retiring Principal at Raymond School) for her 30+ years of service to FSD.

Trustee Meyer- She thanked all staff for supporting parents and students during COVID-19 and Distance Learning. She had an opportunity to drive by a site distributing the grab and go meals for students and she stated it was heartwarming to see the Principal and staff welcoming families. Trustee Meyer stated it is important to receive feedback from the community. She thanked Dr. Pletka for his leadership putting FSD on the map with so many great things happening for students.

Trustee Berryman – She expressed her appreciation for the entire staff for all they are doing during these difficult times and working smarter and not harder. She gave kudos to the District and staff for

implementing FSD 360: Distance Learning Plan and Extended Play Summer Edition. Trustee Berryman stated how thankful she is for the District providing grab and go meals for children and supper meals at specific sites. She encouraged people to advocate at the State and Federal level to advocate for education and critical funding. She thanked Mrs. McComb for her dedicated years of service to FSD and thanked her for being a mentor to students and her fellow colleagues.

Trustee Sugarman– She stated FSD teachers have “super hero” traits and she thanked everyone who is putting their hard work making distance learning a success under difficult times. She stated how wonderful it is to see how sites are working together to celebrate promotions and making students feel special. She commended Mrs. McComb for her leadership that includes starting the Dual Language Immersion at Raymond School. Trustee Sugarman also thanked the teachers who are retiring; she thanked local restaurants for helping feed students during this pandemic.

President Vazquez –She stated how appreciative she is to employees distributing food to students and for staff that is cleaning and sanitizing offices and buildings. She thanked teachers for instructing their students through distance learning. She thanked parents for picking up the role of “co-teacher”. She stated it is important to continue supporting the social-emotional needs of students and families. She thanked her fellow Board of Trustee members for setting the foundation for technology that put FSD in a solid place when transitioning to Distance Learning. President Vazquez held a moment of silence in memory of American lives lost during COVID-19; she held a second moment of silence in honor of Ahmaud Arbery.

Information from DELAC, PTA, FETA, CSEA, FESMA- Carmen Serna read the PTA and CSEA reports. DELAC, FETA, and FESMA representative read their own report.

DELAC, PTA, FETA, and CSEA Reports– Please reference reports at the bottom of the Board Minutes.

#### Public Comments:

No Public Comments.

#### Approve Minutes

It was moved by Hilda Sugarman seconded Janny Meyer and carried 5-0 to approve minutes of the Regular meeting on March 10, 2020 and the Special Meeting on March 13, 2020.

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

#### Consent Items

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

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 N22C0072, N22D0355 through N22D0359, N22E0292 through N22E0360, N22M0288 through N22M0298, N22R1020 through N22R1022, N22R1064 through N22R1164, N22R1088, N22S0020 through N22S0023, N22T0028 through N22T0029, N22V0130 through N22V0151, N22X0388 through N22X0391, and N22Z0077 for the 2019/2020 school year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 220569 through 220611 for the 2019/2020 school year.

1e. Approve/Ratify warrants numbered 127442 through 127777 for the 2019/2020 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 14247 through 14301 for the 2019/2020 school year.

1g. Approve agreements with Cantrell Photography, Inc., Lifetouch School Studios Inc., Studio 1, and Pictures with Class to provide school photography services for the 2020/2021 school year.

1h. Adopt resolutions numbered 19/20-B030 through 19/20-B032 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1i. Approve Notice of Completion for New Dimension General Construction for the removal and replacement of twenty-three (23) defective, non-functional drinking fountains with new hydration stations within various Fullerton School District schools.

1j. Approve EMS-ISITE Software School Nutrition Network, Hardware, Support, and Maintenance beginning July 1, 2020 through June 30, 2021.

1k. Approve renewal of unpaid dietetic student internship agreement with California State University, Long Beach, effective May 13, 2020 through June 30, 2021.

1l. Approve RocketScan Software and Hardware Maintenance Service Agreement between Fullerton School District and Image One Technology Solutions beginning September 1, 2020 through August 31, 2023.

1m. Approve/ratify agreement with Pocock Design Solutions Inc., for mechanical engineering services as needed through the 2019/2020 and 2020/2021 fiscal school years.

1n. Approve Internet Access Agreement with the Orange County Superintendent of Schools/Orange County Department of Education (OCDE) extending the current agreement by one year (agreement number 49963) beginning July 1, 2020 through June 30, 2021.

1o. Approve Independent Contractor Agreement between Fullerton School District and Brisa Diaz to provide video editing services for FSD TV.

1p. Approve/Ratify Addendum between Fullerton School District and North Orange County Community College District to reflect changes to classes being offered for the 2019/2020 school year.

1q. Approve/Ratify Classified Personnel Report.

1r. Approve adoption of *Amplify Science* for grades 7<sup>th</sup> – 8<sup>th</sup> grade to support implementation of the California State Standards (CA-NGSS).

1s. Approve a contract to Lightspeed California, Inc. dba Lightspeed Technologies, Inc. pursuant to the State of California Multiple Award Schedules (CMAS) contract number 4-19-00-0114B, for the purchase of classroom voice amplification equipment.

#### Public Hearing

President Vazquez conducted a public hearing at 7:13 p.m. to allow public comment regarding the appointment of Mr. Thomas Reminiskey as the Board of Trustees' appointee to the Personnel Commission to fill the unexpired term until December 2021.

Hearing no public comments, the public hearing was closed at 7:14 p.m.

#### Discussion/Action Items:

2a. Approve the appointment of Mr. Thomas Reminiskey as the Board of Trustees' appointee to the Personnel Commission to fill the unexpired term until December 2021.

It was moved by Hilda Sugarman, seconded by Aaruni Thakur, and carried 5-0 to Approve the appointment of Mr. Thomas Reminiskey as the Board of Trustees' appointee to the Personnel Commission to fill the unexpired term until December 2021 (roll call was taken for each Board Member's vote).

2b. Approve Declaration of Need for Fully Qualified Educators for the 2020/2021 school year.

It was moved by Hilda Sugarman, seconded by Jeanette Vazquez and carried 5-0 to Approve Declaration of Need for Fully Qualified Educators for the 2020/2021 school year (roll call was taken for each Board Member's vote).

2c. Approve an extension of the existing lease agreement with the City of Fullerton for use of Nicolas Junior High School's parking lot for overnight parking through 2019/2020, 2020/2020, and 2021/2022 Fiscal school years.

It was moved by Janny Meyer, seconded by Beverly Berryman and carried 5-0 to Approve an extension of the existing lease agreement with the City of Fullerton for use of Nicolas Junior High School's parking lot for overnight parking through 2019/2020, 2020/2021, and 2021/2022 Fiscal school years (roll call was taken for each Board Member's vote).

2d. Approve new Job Description for Teacher on Special Assignment (TOSA) – Literacy.

It was moved by Beverly Berryman, seconded by Janny Meyer, and carried 5-0 to Approve new Job Description for Teacher on Special Assignment (TOSA) – Literacy (roll call was taken for each Board Member's vote).

2e. Adopt Resolution #19/20-20 calling for Board of Trustees' election to be held on November 3, 2020.

It was moved by Beverly Berryman, seconded by Janny Meyer and carried 5-0 to Adopt Resolution #19/20-20 calling for Board of Trustees' election to be held on November 3, 2020 (roll call was taken for each Board Member's vote).

2f. Approve Future Special Board Meeting(s)/Board Study Session(s) on various topics.

It was moved by Jeanette Vazquez, seconded by Hilda Sugarman, and carried 4-1 (Trustee Meyer opposed) to approve a Special Board Meeting on COVID-19 and the Special Board Meeting was scheduled for June 2, 2020.

#### Update on COVID-19

Dr. Pletka stated the Board of Trustees stated they would like to receive COVID-19 updates and Executive Cabinet will be updating the Board at future Board Meetings. Dr. Pletka shared the District will be providing an Extended Play: Summer Edition (Summer School). Dr. Pletka explained the District is discussing different options for what the Fall make look like in regards to students returning back to school. Dr. Pletka reported the State has not waived, as of today, the instructional minutes. Various options/models for students returning are being considered based on State guidelines and parent choice.

Julienne Lee, Assistant Superintendent of Educational Services Update:

#### Summer Program Extended Play: Summer Edition:

Starts June 1st- June 26th. Registration is open until May 27th. Flyers to go out on PeachJar and on the website.

#### Virtual Promotions: 8<sup>th</sup> grade:

Most schools will do a video promotion. Some sites will do a drive thru parade.

#### Distance Learning Student Participation:

Title 1 results, non Title 1 school averages were shown. Two lowest averages for "never" were two Title 1 schools. Five Title 1 and five non Title 1 schools were below district average.

#### Independent Study/Homeschool:

- Short Term Goal: Expand our existing independent study program (each of the schools) to offer an option for parents to have a home distance learning model.
- Long Term Goal: Independent Study, with robust curriculum in a choice model that includes teacher facilitated, parent facilitated instruction, seminar/lab days with hands-on opportunities for learning.

Rob Coghlan, Assistant Superintendent of Business Services Update:

#### Student meals

Grab and Go Meals being served at 17 sites; Supper Program currently being served at 8 sites.

#### Pandemic EBT Card

What is Pandemic EBT (P-EBT)?

- P-EBT is a food benefit for children on the free-reduced meal program impacted by school closures.
- P-EBT eligible families will receive up to \$365 per eligible child on their P-EBT

card to use on groceries.

Who is Eligible for P-EBT?

Children who qualify for the free or reduced-price school meal program.

- Children who get free or reduced-price school meals because they received CalFresh, Medi-Cal, CalWORKS, or Foster Care during the school year DO NOT need to apply for P-EBT benefits.

- These households will receive their P-EBT card automatically in the mail between about May 12, 2020 and May 22, 2020.

- District has shared this information with FSD families about this P-EBT benefit, included a flyer in the “to-go” lunch bags being distributed at school sites, and posted the information on the District website.

#### Jeremy Davis, Assistant Superintendent of Innovation and Instructional Support Update:

Internet and hot spots - have distributed over 400, we are anticipating some jump in demand this month as the Spectrum free offer was only for 60 days and many families signed up the week of March 13th.

VIP program - there will be another Apple lease on the next Board Meeting to continue refreshing the VIP devices

Audio Amplification – Thanked the Board for approving the CMAS contract on the consent agenda to purchase audio amplification systems for teachers. We are starting with a purchase for at least half of the classrooms and we are surveying teachers to ensure we don't over-order.

Survey for Friday - We are planning on sending a survey home on Friday to parents regarding their learning preferences in the fall based on distance learning vs physical school to gauge our parents' interest at this time.

#### Dr. Chad Hammitt, Assistant Superintendent of Personnel Services Update:

Virtual interviews - Personnel is continuing to interview and recruit even with the Safer At Home and temporary School Closure orders. We are currently recruiting, interviewing through teleconferencing and hiring employees to ensure we are ready for the 2020-21 school year. Classified Personnel has filled 90% of their vacancies.

Risk management - Student, staff, and community safety and health are major priorities both now and as we prepare for the new school year. We are currently planning and making the following preparations for the 2020-21 school year:

- We are investigating different technologies to temperature screen all students, staff, and campus visitors every morning before the start of the school day and before they enter campus.
- We are walking every classroom at every campus to determine the type of furniture, room layout, and overall capacity of each classroom with social distancing requirements in place. We are also looking at empty classrooms and facilities to house students for “daycare.” We are also analyzing each lunch area and outside area for safe student capacity numbers.
- We will begin summer deep cleaning on June 1st and will be deep cleaning, disinfecting, and sanitizing each area on each school campus and District facility.
- We are also working with a District committee with representatives from FETA, FESMA, and Cabinet to look at potential instructional scenarios for next year that will enable us to return to school and meet the requirements of the Governor and the pandemic requirements.

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

President Vazquez mentioned Trustee Sugarman had previously stated holding a discussion on hiring a Public Information Officer. There was no second on this topic.

President Vazquez adjourned the Regular meeting on May 12, 2020, at 10:09 p.m.

**DELAC Repot:**

Good evening President Vazquez, School Board Members, Executive Cabinet, and Superintendent Dr. Pletka.

The DELAC committee would like to thank the Fullerton School District for their continued support for our English Learner population during this time of school closures. The parents of our English Learners are glad that students will have extended Learning opportunities through the Extended Play Summer program and EL JumpstART. Another big area of need for our student population is Mental Health. Additionally, we look forward to receiving more information about how English Learner students will be supported at the beginning of the school year. I would like to end by thanking Yolanda McComb for her support of the Dual Language Program at Raymond. She has been a very important part of the success of the program. Congratulations on her retirement.

Thank you for your support of our English Learners and the DELAC committee.

Sincerely,

Egleth Nuncci  
DELAC President

**PTA Report:**

Good evening everyone! We again hope that everyone is doing well, staying safe and healthy, and maybe even enjoying our summer like weather! Fullerton council PTA is continuing to help all of our units navigate through zoom elections and meetings, and help find creative ways to wrap up the year with some fun and positivity. Many of our schools did fantastic jobs with their Teacher Appreciation celebrations virtually. We all wish we could do more to express our sincere gratitude for everything the teachers are doing for distance learning. FSD teachers ROCK!

We are all anxiously waiting to hear how the 2020/21 school year will look for our students and how PTA can help! We know that things will be different, but also know that together we will do everything we can to ensure that the start of the new year, however that may look, will be a smooth transition.

All of us at Fullerton council want to thank everyone at FSD for everything you have done and are continuing to do for our students and families!!

Warmest wishes,  
Wendy Reid, Christy Carter and the entire Fullerton council board

**FETA Report:**

Good evening President Vazquez, Board of Trustees, Superintendent Pletka, and Cabinet,

I hope you are all well and staying safe. I would like to report that our teachers have done an incredible job in transitioning to "Distance Learning." Like true professionals, teachers moved from the status quo to virtual classrooms in literally days while juggling uncertainty and upheaval in their own lives. As we enter week 7 of Distance Learning, most teachers have hit a rhythm of new ways of teaching and following up with our students and parents. Many of our SPED teachers have been working 12-14 hour days to keep up with services and Zoom IEP meetings. This experiment of virtual learning has proven that we can, overall, deliver instruction and connect to students and parents. It is not, however, ideal and disproportionately affects our students, families, and our FSD teachers. I would like to thank the board for reaching out FETA and offering words of encouragement and support. Additionally, I would like to thank Dr. Pletka, Dr. Hammitt, and the entire cabinet for your responsiveness to teacher concerns and special

situations that this closure has caused. In true PAL fashion, teachers of every level and department were invited to participate in a Back to School Options Committee this morning. The task in planning a variety of scenarios of how school may reopen is extremely complex, and imperfect. Teachers are preoccupied and worried about what to expect as we move into summer. As FETA president, many questions come to me. Will it be safe for students to return? Will it be safe for teachers to return? How will we implement social distancing and sanitize our rooms? What if teachers are a part of a vulnerable group? How will they be kept safe while still wanting to help and be productive? How will SPED teachers teach within safety guidelines and is it even possible? So many questions...the list goes on and on. We hope to collaboratively answer these questions as well as provide options to parents and teachers who may not be able or feel comfortable returning to school in the Fall.

I am also pleased to report that our Jr. High Think Tank team continues to meet and discuss Social Emotional Learning possibilities with Dr. Hammitt and Dr. Lee to provide more accountability, mental health services, and mentorship to our Jr. High students. We continue to define and drill down on roles and responsibilities for three Student Support Mentors, additional Mental Health Therapists, and a Lead Counselor to better assist and connect our students with support and attention. Though we saw the need for this before the closure, we believe that SEL support will be in even greater need as we transition back to school in the Fall.

On a personal note, and on behalf of Raymond school, I would like to publicly thank our principal, Yolanda McComb for her 30+ years of service, leading our school for the past 14 + years, and congratulate her on her upcoming, well deserved retirement! Running a school is running a small community, and it is often a thankless, lonely job. It often appears impossible! Thank you Yolanda McComb for keeping Raymond running smoothly and transitioning Raymond to a successful DLA school as well.

In the closing weeks, many sites across the district are trying to modify their year-end traditions and events to the best of their ability. Raymond 6th grade, for example, will be having a grade level Year End Zoom Celebration, Tuesday, May 26th and a 6th Grade Drive-Through Promotion, on Thursday May 28th to distribute Promotion Certificates, yearbooks, and provide a last good-bye and photo (all at a safe distance) before they move on to Jr. High. Sites all across the district are arranging special and safe, or Zoom farewells.

From me personally, I would like to thank our teachers for the exceptional job they continue to do and to you for all you are doing to help us while providing flexibility and options to our wonderful FSD teachers!

With much gratitude, Mark  
Jacobs President, FETA  
Raymond 6th Grade Teacher

### **CSEA Report:**

JoAnne Declaro, CSEA Treasurer  
May 12, 2020

Good evening Dr. Pletka, President Vazquez, Members of the Board and Cabinet. Thank you Carmen Serna for speaking on behalf of CSEA:

Towards the end of the school year, we focus on thanksgiving. We take time to recognize and appreciate all our teachers, classified staff, nurses, secretaries and bus drivers. It does take the entire village to serve the children of Fullerton and we appreciate all the contributions towards FSD's success. Our Purchasing Department teamed up with the City of Fullerton and the Chamber of Commerce to find several local restaurants like JP23 that are donating to assist our Nutrition Services in feeding our students. We have even borrowed a food truck from Anaheim Union to help aid us in distributing breakfast and lunches at 9 schools. At 8 additional schools, we are now distributing breakfast, lunch and supper. I know our combined efforts are making a huge impact for struggling families.

As we approach the end of the school year, work for our classified staff starts to rev up. Along with planning for the supplies and Professional Protective Equipment needed to complete this school year, we also start ordering for next year and our extended school year. Every order made requires many hands for completion. Office staff, supervisors, purchasing, warehouse, drivers, custodians, accounting, and the Superintendent's office staff all do their part to complete each order. Every hand contributes a link in the chain that connects us all to the children we serve. Every hand is important and vital to our success. Thank you everyone; FSD is the vehicle through which we can all make a difference.

As the work continues, we keep striving to innovate and reach new heights. Payroll will soon be rolling out electronic timesheets that will be available to staff through the district website. The website itself changes every week increasing resources and tools for students, parents and staff. With schools closed, the post office stopped delivering mail, so transportation took on the responsibility of pick up and distribution. Everyone is being flexible and lending a hand to fill every need. It is during trying times like these where we see our true colors and reveal our genuine intentions. I am deeply grateful for all our staff and community partners. We all continue to prove that everything we do, we do for the kids.

Thank you.

### **FESMA Board Report**

Presented by Robin Gilligan,  
FESMA President

Good evening Board President Vazquez, Board Members, Dr. Pletka and Cabinet.

On behalf of FESMA, I would like to extend gratitude and appreciation for our management team members who are working alongside our esteemed certificated and classified staff to continue learning for our students. Together we have grown to see schooling in a new way and through a new model. It is truly amazing to see the hard work and dedication of our FSD staff come together and find balance and flow in our profession.

As our school year is coming to a close, we are looking around the corner and down the road to envision the potential future and how we can prepare. There will be many more days of preparation ahead of us and this preparation will be achieved through collaboration, flexibility and empathy.

In closing, I would like to honor our management leaders that will be moving on in retirement or to new adventures. Their years of service to our schools, community and district will be forever etched in our hearts and leave a legacy that will never be forgotten.

Thank you.

FULLERTON SCHOOL DISTRICT  
Minutes of the Special Meeting of the Board of Trustees  
Tuesday, June 02, 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 Vazquez called a Regular meeting of the Fullerton School District Board of Trustees at 3:38 p.m. The Board of Trustees participated remotely via Zoom Teleconference. Executive Cabinet participated in-person at the District Office.

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

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

Recess to Closed Session – Agenda

At 3:39 p.m., the Board recessed to Closed Session for • Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]: Appointment of Principal, Raymond School.

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

President Vasquez called a Regular meeting of the Fullerton School District Board of Trustees to order at 4:12 p.m. and Trustee Thakur led the pledge of allegiance. President Vazquez stated that in Closed Session, the Board discussed and approved Cristina Centeno as the new Principal at Raymond School. In open session, roll call was taken by President Vazquez and approved 5-0 to appoint Mrs. Centeno as the new Principal at Raymond School.

Public Comments

Carmen Serna, Executive Assistant to the Superintendent, read all public comments received via email. *Please reference public comments at the bottom of the Board Minutes.*

Consent Items

1a. Approve/Ratify Certificated Personnel Report.

Consent Item #1a was approved in Closed Session 5-0.

COVID-19 Update:

Dr. Robert Pletka, Superintendent, stated the District has been discussing and preparing for the start of the 2020/2021 school year. The District's priority is to plan for students to return to an environment that is safe, thoughtful and loving and where kids come "first". The Fullerton school District is awaiting further guidance or directive from the CA governor and/or California Department of Education. The District is prepared to welcome students five days a week and address social distancing recommendations.

Julienne Lee, Assistant Superintendent of Educational Services, presented on the Back to School Models including:

**FSD 360: Full Day (Five Days):** Students who will be physically attending school five days a week. (*Dependent on Governor's guidelines and Ed Code Waivers; students are with their assigned teacher 50% of the week; students will participate in extended learning opportunities for 50% of the week such as All the Arts/Art Bus, PE/Outdoor Activities, Social Emotional Learning lessons and Activities*).

**FSD 260 Hybrid (Alternating Days):** Students who will be physically attending two days of the week and alternating short-days; two days with alternating short-days on Distance Learning at home.

**Independent Study Distance Learning (Enrolled at own site):** Students who temporarily will not be physically attending school (enrolled current site.)

**myFSD Academy (Virtual):** Students who will not be physically attending school.

Jeremy Davis, Assistant Superintendent of Innovation and Instructional Support, presented on Daily Temperature Screening and Audio Amplification for staff, and District Survey Data. The District provided a parent survey and 8,256 parents responded and the results were as follows: 49.7% prefer a full day school model, 30.5% prefer a Hybrid school model and 19.8% prefer a Distance Learning school model (Survey results are Districtwide). Site survey results are also available but were not discussed.

Dr. Chad Hammitt, Assistant Superintendent of Personnel Services, presented on the key components of school preparation (cleaning, disinfecting, sanitizing, social distancing, limit gathering and group sizes, and physical structures).

Dr. Rob Coghlan, Assistant Superintendent of Business Services, presented a budget update including a change in projected revenue for 2020-2021 that includes \$11,697,539. Dr. Coghlan spoke about potential cost-saving solutions for the District including reduction in travel expenditures, reduce District office budgets, reduction in utility costs, explore early retirement incentive, non-hire of temporary teachers as needed, and open positions require Cabinet approval before re-filling the position.

President Vazquez stated African-Americans are more adversely being affected by COVID-19 compared to other races. She held a moment of silence in memory of Ahmaud Arbery and George Floyd who recently passed.

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

President Vazquez stated she added two Resolutions to the June 9, 2020, Regular Board Agenda:

- Resolution in Support: School and Local Communities Funding Act of 2020
- Resolution proclaiming Black Lives Matter

Trustee Thakur made a motion, seconded by Trustee Sugarman, to add the following topics to the June 9, 2020, Regular Board Agenda:

- Letter to the Community Regarding National Events Affecting the Community
- Letter of Appreciation to Local Control and Accountability Plan (LCAP) Committee.

Trustee Berryman stated she would like the Board to discuss protocol regarding Resolutions presented and brought to the Board for approval. The Board discussed having a future Special Board Meeting to discuss Board protocol, communication between the Board, Resolutions, Board self-reflection, and involvement from the Board as it relates to LCAP. Trustee Meyer expressed her concern regarding communication and cohesiveness between the Board. Trustee Meyer stated the Resolutions stated above were not communicated to the entire Board and in the future it is a good idea to allow the Board time to review proposed Resolutions prior to their approval.

#### Adjournment:

President Vazquez adjourned the Special meeting on June 02, 2020, at 6:42 p.m.

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Clerk/Secretary, Board of Trustees

#### **Public Comment Number 1:**

It is important to point out that the CDC's Interim Guidance for Schools and Day Camps lists the following:

Promote healthy hygiene practices

- Teach and reinforce washing hands and covering coughs and sneezes among children and staff.

This is listed before mask wearing and states, "Face coverings should be worn by staff and encouraged in students (particularly older students) if feasible and are most essential in times when physical distancing is difficult...[document goes on to list examples of instances where masks are actually not recommended]"

Intensify cleaning, disinfection, and ventilation

- Clean and disinfect frequently touched surfaces within the school and on school buses at least daily as well as shared objects between uses.

It appears that hand washing provides little latitude, whereas mask wearing offers a lot of latitude being at most "encouraged" "if feasible." Hand washing and disinfecting are rooted in documented scientific research, and parents will also agree that hand washing is extremely important to prevent bringing pathogens into the classroom. Teachers can adjust to allowing 15 minutes for 30 children to wash hands. Providing hand sanitizer for classrooms without a sink is a practical solution for keeping classrooms safe.

The CDC has no evidence to support that social distancing works and mask wearing continues to be debatable with many instances where mask wearing can be problematic for children's health, safety, and developmental well being. I urge schools to train school staff stop any taunting, discrimination and shaming regarding children wearing or not wearing masks.

I applaud Placentia Yorba district for choosing to open in a traditional fashion, emphasizing hand washing and disinfecting. This is improving the school environment in a way that is developmentally appropriate, has a positive impact on environment as the third teacher, and it is a decision that can carry over post covid as a way to keep children safe at school. I urge Fullerton School District to do the same.

Sincerely,

Darlene Alquiza,

BS in Child and Adolescent Development specializing in Research Methodology and Multiple Subject Teaching,  
MA in Human Development specializing in Early Childhood Education.

### **Public Comment Number 2:**

As you move forward on deciding what plan to adopt for the Fall, I would like to thank the district for including more than 30 teachers on the Back To School Committee. Their ideas and concerns were addressed regarding the details of returning in the Fall and assisted us in making our recommendation. We understand the challenges that the return will bring in keeping not only our students safe but also recognizing that many of our teachers remain in vulnerable categories. Many teachers are very anxious about returning to work in the Fall. FETA reiterates the need to provide vulnerable teachers safe options in order to return to work while not exposing them to undue risk. This may mean providing these teachers remote work options or special accommodations until reasonable safety can be ensured. Please keep in mind that additional planning and accommodations specific to the unique work and program requirements for SPED and Preschool teachers will be needed. Distance Learning has placed undue hardships on SPED teachers with even more burdensome paperwork, additional Zoom requirements for parents and students which is creating unsustainable 12-15 hour days. Looking towards the fall, social distancing and safety measures for mild, mod, & sev. SPED students and teachers pose real concerns are not yet addressed.

We also realize our budget is impacted due to the State Budget cuts mentioned in the May Revise, however that does not negate the need to prepare and provide for additional mental health and Social Emotional Learning resources. As we return next fall, more, not fewer, students will be needing counseling, empathy, accountability, and care.

Thank you,

Mark Jacobs

President, FETA

Raymond 6th Grade Teacher

### **Public Comment Number 3:**

Hello to all of our FSD friends!

First off, all of us at Fullerton council would like to say a big THANK YOU to FSD teachers, admin, and staff for all of your hard work in finishing the year with distance learning. We know that it was a difficult task, but you handled these last 3 months so well! Thank you for the constant communication and updates, serving meals, updating and repairing iPads, and even providing a little fun along the way. Our sincerest thanks!

We now have some fun news to share! As you know, one of PTA's biggest programs for all students grades K-12, is our art reflections program. The program starts at the beginning of the school year, and continues on until spring. This year was a terrific year for California students, but especially for Fullerton students! We had several students who advanced to the district level (the Orange county level), a couple that moved on to the state level, and one student who advanced to the national level! CA PTA had 12 national awards including 1 Outstanding Interpretation Award, 6 Awards of Excellence, and 5 Awards of Merit. It is our sincere honor to announce that Jasmine Lee, 6<sup>th</sup> grader from Laguna Rd. was awarded the Outstanding Interpretation award in dance choreography at the California state level, and then moved on to the national level and was awarded the National PTA Award of Excellence! Congratulations Jasmine! We are so very proud of her.

We will be recognizing Jasmine in some fun way, so please make sure you are following our Fullerton Council PTA facebook page.

As we wrap up the 2019/2020 school year, we are feeling thankful for the time and work we spent together, and are looking forward to the beginning of the new school year. We hope you all stay safe, healthy, happy, and well. Enjoy some much needed downtime and maybe even a little "normal" summer fun! We look forward to seeing everyone soon.

Our warmest wishes,

Wendy Reid, Christy Carter, and the entire FC PTA board

#### **Public Comment Number 4:**

Board Members, I know you're receiving a COVID update this afternoon and i want to encourage you to support a move back to normal as soon as is possible. The three options that are being created are workable but not ideal. For our family, we're confident in the safety of our kids and want them in a campus environment where they're learning 5 days a week. With the current 5 day on campus option, it is important to us that the outdoor days are educational, not simply child care. We ask you to be as strategic and creative as possible in your planning for the fall.

We love our district and our school site and are looking forward to the fall.

Jennifer and Sean Fitzgerald  
2125 Loma Verde Drive  
Fullerton, CA 92833

#### **Placentia YL School District attachment referenced for Public Comment No. 1:**

May 29, 2020

Dear PYLUSD Community,

I hope you are safe and well. The disruption to all of our lives caused by the COVID-19 health crisis has been profound, and I know you are seeking clarity on the Placentia-Yorba Linda Unified School District's (PYLUSD) plan for re-opening. With that in mind, I write to share with you our plan for teaching and learning in Fall 2020.

First and most importantly: ***We are planning to reopen our schools as normal in the fall for students and staff who can safely return.*** Below, I outline the adaptable plan that will enable PYLUSD to respond to health scenarios without compromising the education of our students. Please be mindful that there are ***three months before school is scheduled to reopen in September.*** So much can change in that time and we are hopeful the changes will only improve our opportunities to return to school as normal.

Public health recommendations are being incrementally relaxed. We continue to monitor Orange County restrictions as these vary from county to county. The District's academic model for Fall 2020 outlined below utilizes the lessons learned and structures now in place for remote learning or blended learning models should they ever be necessary again for daily instruction, as well as our plan to return to school as normal.

#### **Adaptable Plan**

Because there is no way to precisely predict how the COVID-19 pandemic will impact each member of the community, our return plan can accommodate the needs of individual students and scale the need for remote learning up or down as necessary.

Below are the three phases the Governor has identified and how they may impact our ability to return to work and learn at each phase.

**If we are in Phase 3: Students are back to school in a traditional manner with wellness practices firmly reinforced.**

**School opens September 1, 2020 in a traditional fashion with all safety precautions addressed.**

The following safeguards will be in place:

- Return to in-class instruction with all students
- Special Education supports return according to IEPs
- Classroom seating returns to individual student desks (no flexible seating)
- Lunch and break/recess return to normal with staggered schedules as needed to encourage appropriate spacing
- Outdoor play equipment cleaned each evening along with all classrooms
- Co-curricular activities return as appropriate
- Elimination of field trips/extended field trips for the first semester and possibly entire year as warranted (until California moves to phase 4)
- Hand washing/sanitizing required after breaks, before lunch, and when returning to class
- Symptom checking at home before school each day by parents/guardians
- Students/staff encouraged to remain home if sick

Although we are planning for school to open as usual, we are also preparing for any unexpected changes such as a return to phase 1 or 2.

**If we are in Phase 2 the need for a more restrictive environment is possible. Although we hope this will not be necessary, we are preparing for scenarios where students attend school utilizing a 50% attendance model with Blended In-person and Remote Learning in place due to social distancing requirements. (We are also preparing for a 33% attendance model which will be shared if needed.)**

- Students assigned to a teacher(s) as normal
- Classes divided into Cohort A or B
- Cohorts attend in-class and at home on alternating days
- Cohorts not in the class participate online using a learning management system inclusive of live and recorded lessons to keep instruction moving forward
- Break/Recess and lunch staggered to allow students to eat safely outdoors or in small groups with appropriate social distancing
- Outdoor play equipment cleaned each evening along with all classrooms

**If we were to return to Phase 1: Online learning only, shelter in place requirements reinstated.**

- Full online learning curriculum would be implemented at all grade levels
- Schools would remain closed and all one-on-one/small group instruction would be done virtually
- Grading would continue and student attendance would be monitored

**However, there will be families that are not comfortable returning to school during any of the above listed phases.** For these families, the following options will be available all year:

- **PK-12 Homeschooling Through Parkview School:** Homeschool opportunity where parents serve as the instructor with support from a PYLUSD teacher who sets up learning schedules with virtual and in-school opportunities provided weekly or monthly
- **7-12 Independent Study:** Independent study opportunity providing the flexibility of instruction guided by PYLUSD teachers and supported with daily, weekly, or monthly check-ins virtually or in-person
- **K-12 PYLUSD Online Learning Academy:** Online learning opportunity with virtual or in-class weekly meetings with credentialed teachers

#### **Shared Responsibility**

We are all in this together, and our commitment to each other as members of the PYLUSD community has never been more important. Students, parents, teachers, and staff will explore the best way for us to work together safely. Before returning to school in the fall, all parents will be required to sign a "Commitment to Shared Responsibility." This agreement will outline the required health and safety protocols and behavioral expectations for all including a corresponding waiver.

- **Health Screening and Monitoring:** Prior to arriving at school, all students, volunteers, teachers, and staff will be required to take their own temperature each day. The expectation is that anyone who is sick will remain home for their protection and the wellbeing of others.

**Preserving PYLUSD Values Amid Change**

Our most immediate concern is for the health and safety of our students, teachers, staff, and community, which informs all of these changes. However, we are also cognizant of preserving those elements of a PYLUSD education that are distinct and exceptional. With this plan, we are building a safe environment to do what we do best: work and learn together, on our school campuses, or through hybrid, homeschool, and independent study programs.

**Keeping You Informed and Involved**

We ask all parents to complete the [survey linked here](#) to provide input regarding the various options described above that will help us anticipate staffing needs for each scenario and adjustments as necessary. A separate survey regarding childcare and the pilot summer camp program we hope to open in July was sent out earlier this week. Thank you ahead of time for taking this survey and the childcare survey to help guide our staffing decisions.

We will continue to share new information as we get closer to the fall. Our strength and resilience today is a testament to the shared commitment teachers, staff, students, parents, and our community have demonstrated over the past few months. I know we all look forward to having a healthy and much deserved summer and returning in the fall to teaching and learning as we are accustomed.

Respectfully,

A handwritten signature in black ink that reads "Candy Plahy". The signature is written in a cursive, flowing style.

Dr. Candy Plahy  
Deputy Superintendent  
Placentia-Yorba Linda Unified School District

FULLERTON SCHOOL DISTRICT  
Agenda for Regular Meeting of the Board of Trustees  
Tuesday, June 9, 2020  
5:00 p.m. Closed Session, 6:00 p.m. Open Session  
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California  
**Via Zoom Teleconference**

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

(301) 715-8592 or (312) 626 -6799 (toll charges may apply)  
Webinar ID: 846 1403 5221  
Password: 778883

**Public comment may be submitted by email to [publiccomment@myfsd.org](mailto:publiccomment@myfsd.org) on or before Tuesday, June 9, 2020 at 2:00 p.m. and include first and last name of person submitting public comment. Please limit comments to 450 words or less to address the Board on each agenda or non-agenda item. An email for public comment must be submitted by specific agenda item or topic and not combined. Closed Session to be held at 5:00 p.m. to 6:00 p.m., and will reconvene into Open Session at 6:00 p.m. Closed Session will be conducted in accordance with applicable sections of California Law.**

**THIS MEETING WILL BE TAPE RECORDED**

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

Public Comments

5:00 p.m.- Recess to Closed Session – Agenda:

- Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Dr. Chad Hammitt [Government Code sections 54954.5(f), 54957.6]
- Potential Litigation [Government Code section 54956.9(b)(1)]
- Confidential Student Services [Education Code sections 35146, 48918]

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

Superintendent's Report

- Francine V. Article (reference attachment)

Information from the Board of Trustees

Information from DELAC, PTA, FETA, CSEA, FESMA

Public Comments

Public Comments/Persons Addressing the Board – Policy

The Board meeting follows rules of decorum. Per Board Bylaw 9323, persons who wish to comment on topics included on the Open Session Agenda item are invited to submit comments via email to the following email address [publiccomment@myfsd.org](mailto:publiccomment@myfsd.org) on or before Tuesday, June 9, 2020 at 2:00 pm and include first and last name of person submitting public comment. Please limit comments to 450 words or less to address the Board on each agenda or non-agenda item. An email for public comment must be submitted by specific agenda item or topic and not combined. All comments submitted will be read aloud during the meeting by Carmen Serna (Executive Assistant to the Superintendent) or designee. Please note, all email correspondence relating to this meeting will become part of the Board minutes and will be screened for appropriate content.

The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments about an item that is on the agenda will be heard at the time the agenda item is considered by the Board. Public comments about an item that is not on the posted agenda will be heard at the beginning of open session when called upon by the Board President. No action or discussion may take place on an item that is not on the posted agenda except as expressly authorized by law. Since the Board cannot take action on items that are not on the agenda, such items will be referred to the Superintendent for handling. Board Members may request that any item be placed on a future agenda for further discussion. The Board President and Superintendent will determine the best time to place an item on the agenda.

#### Approve Minutes

Regular Meeting May 12, 2020

Special Meeting June 2, 2020

#### Update on COVID-19

#### Dual Language Immersion Presentation

#### 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 N22B005 through N22B007, N22C0073, N22D0360, N22E0361 through N22E0373, N22M0299 through N22M0308, N22R1120 through N22R1181, N22X0393, and N22Y0085 for the 2019/2020 school year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 220612 through 220646 for the 2019/2020 school year.

- 1e. Approve/Ratify warrants numbered 127778 through 128135 for the 2019/2020 school year.
- 1f. Approve/Ratify Nutrition Services warrants numbered 14302 through 14341 for the 2019/2020 school year.
- 1g. Approve Memorandum of Understanding with Azusa Pacific (APU) for practicum placement and field experience effective July 1, 2020 through June 30, 2025.
- 1h. Approve contract with Venture Pacific Insurance to provide workers' compensation excess insurance coverage for 2020/2021.
- 1i. Approve/Ratify Classified Personnel Report.
- 1j. Approve Amendment to the Agreement between Fullerton School District and Advantage Communications for the Summer Enrichment Speech and Debate Program from June 29, 2020 through July 10, 2020.
- 1k. Approve License and Service Agreement between Fullerton School District and Advancement Via Individual Determination (AVID) to provide support and training for the implementation and evaluation for the AVID Program at Ladera Vista Junior High School of the Arts and Nicolas Junior High School from July 1, 2020 to June 30, 2021.
- 1l. Approve Amendment to the Contract with Marzano Research Laboratory to provide Fullerton School District with High-Reliability Schools (HRS) Level 1, 2, and 3 professional development for the 2019/2020 school year.
- 1m. Approve Agreement between Fullerton School District and Seesaw, to provide a platform for digital student portfolios and family communication at Pacific Drive School for the 2020/2021 school year.
- 1n. Approve/Ratify warrant numbered 1129 for the 2019/2020 school year.
- 1o. Approve/Ratify warrant numbered 1214 through 1215 for the 2019/2020 school year.
- 1p. Approve organizational memberships for 2020/2021.
- 1q. Approve piggyback between Fullerton School District and Driftwood Dairy, from Santa Ana Unified School District Food Service Agency piggybackable bid #09-19 for dairy and juice products for the 2020-2021 school year.
- 1r. Approve piggyback between Fullerton School District and Gold Star Foods Inc., from Colton Joint Unified School District for the following piggybackable Bid No. RFP #CJNS-2018-19-Bread for the distribution of bread and tortilla products for the 2020-2021 school year.
- 1s. Approve piggyback between Fullerton School District and Sunrise Produce Company, from Riverside Unified School District piggybackable RFP No. 2017/18-12 for the category of Fresh and Processed Produce for the 2020-2021 school year.
- 1t. Approve request for proposal of contract between Fullerton School District and Gold Star Foods RFP No. 2019-04 for the distribution of frozen, refrigerated, processed commodity, snacks, and dry food products for the 2020/2021 school year.

1u. Renew agreement between Fullerton School District and Orange County Public Safety for security and alarm response services from July 1, 2020 through June 30, 2022.

1v. Approve Independent Contractor Agreement between Fullerton School District and Thrively Inc., for the 2020/2021 school year.

1w. Approve Network Support Services Agreement with Orange County Superintendent of Schools/Orange County Department of Education (OCDE) beginning July 1, 2020 through June 30 2021.

1x. Approve agreement between Fullerton School District and Classcraft Studios, Inc., for the 2020/2021 school year.

1y. Approve service agreement between Fullerton School District and PowerSchool Group, LLC, for PowerSchool Student Information System, PowerSchool Learning, Powerschool SIS Enterprise Management Service and PowerSchool Enrollment Registration for 2020/2021 school year.

1z. Approve the use of California Multiple Award Schedules (CMAS) contract number 3-17-84-0052B with Blue Violet Networks, LLC, for the purchase of security equipment.

1aa. Approve contract between the Fullerton School District and Resilient Communication, LLC, for consulting services for the 2020/2021 school year.

1bb. Approve one year agreement between Fullerton School District and Mosyle Corporation for the purchase of Mobile Management System for the District laptops and Apple TV's beginning July 15, 2020 through July 15, 2021.

1cc. Approve contract for E-Rate compliance services with CSM Consulting, Inc., effective July 1, 2020 through June 30, 2021 with automatic annual renewals.

1dd. Approve Contract with all City Management Services for the cost of Crossing guard for the intersection of Hetebrink Street and Hutain Street, effective July 1, 2020 through June 30, 2021.

#### Administrative Reports:

3a. "Sunshine" Fullerton School District's 2020/2021 Proposal to Negotiate with Fullerton Elementary Teachers Association.

3b. "Sunshine" Fullerton School District's 2020/2021 Proposal to Negotiate with California School Employees Association (CSEA), Chapter 130.

3c. "Sunshine" Fullerton Elementary Teachers Association's 2020/2021 Proposal to Negotiate with Fullerton School District.

3d. "Sunshine" California School Employees Association's (CSEA), Chapter 130, 2020/2021 Proposal to Negotiate with Fullerton School District.

Administrative Reports (continued):

3e. First Reading of New Board Policy

New:

Instruction

BP 6181 - Alternative Schools/Program of Choice

Discussion/Action Items:

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

2b. Approve Master Lease Purchase Agreements #450-0020571-000 and #450-0020571-001 between Wells Fargo Vendor Financial Services, LLS and Fullerton School District to refresh the District's Student iPad VIP Program, District Office and various school sites to purchase iPads and/or Apple Computers beginning July 1, 2020 through June 30, 2025.

2c. Online Agenda software for Board Agendas and meetings.

2d. Virtual Board Meetings during COVID-19 (short-term).

2e. Board meeting distribution option beyond COVID-19 (long-term).

2f. Resolution #19/20-21 Proclaiming that Black Lives Matter.

2g. Resolution #19/20-22 in Support: Schools and Local Communities Funding Act of 2020.

2h. Letter to the community regarding National events affecting the community.

2i. Letter of Appreciation to Local Control and Accountability Plan (LCAP) committee.

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, June 23, 2020, at 6:00 p.m. (Virtual Meeting). in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California. Translation services are available upon request. Please contact Carmen Serna, in the Superintendent's Office (714) 447-7405 (carmen\_serna@myfsd.org), if you would like a Korean or Spanish interpreter to be available at a Board of Trustee Meeting (72 hours prior to a Board Meeting).

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

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

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

Attachment

# George Floyd Issue: Does It Matter to Kids Like us?

By Francine V.

Having just graduated from 8<sup>th</sup> grade, this month of June is the time I've been looking forward to so I could take a break from school. We teens have our own world. We are invested in our video games, social media, and hobbies. But, even in our world, the death of George Floyd and the issues of police brutality, racial discrimination, protests and rallies have flooded our daily feeds, including our video games. Even the players in Roblox are doing their version of online protests.

These issues made me sad. I wanted to do my part to support the calls for reform but I needed to get more information. So, I spoke to my parents and I also conducted a survey among my friends and teammates from Young Observers, and below are what I have gathered:

## 1. POLICE BRUTALITY

- We all agree that police brutality is absolutely wrong. The police who put his knee on George Floyd's neck until he died is an example of brutality. Life is precious because we only live once. Regardless of background, we should treat everyone with respect and compassion.
- In school, we have rules and those who disobey are punished. The leaders of the policemen should make sure that bad cops are really punished, not excused.
- Anyone who wants to become a police officer should have serious training in respecting the life of every person so that they would not get involved in senseless killing.

## 2. RACIAL DISCRIMINATION

- "In this day and age, we shouldn't have to worry about our race," one of my friends remarked. We all believe that discriminating others doesn't make sense because we are all equal. Anyone who discriminate feels superior and condescending towards others. We will be happier if we fill our hearts with respect and kindness for everyone.

### 3. VIOLENT RALLIES

- We believe that we can send our message for reform in a peaceful way. Violence has never been an effective solution to our problems. It only makes it worst.

### 4. LOOTING DURING RALLIES

- My friends think that some may do this for amusement or to take advantage of the opportunity but stores, especially the small businesses, did not do anything bad to deserve this. We are unhappy that looters may not even be true protesters.

### 5. BLACK LIVES MATTER

- One of my friends wrote in the survey, “We are all humans. Skin color doesn’t matter as every color is beautiful.” The black community are mostly affected by the way people look at skin color because history remembers them as descendants of slaves. They have been treated as second class citizens. We support this movement because it is time we stand together to rebuild communities that treat the black community with respect and kindness. “All Lives Matter” will not work until Black Lives Matter.” We’ve heard many people chanted this during the protests and we agree.

The death of George Floyd has opened up our minds to serious problems in our country that need to be dealt with. When asked how we could support the protest and rallies in a safe and peaceful way, my friends responded with making donations to the campaign, signing petitions, posting message of support in social media and by applying in our own lives the lessons we have learned, like being kind and respectful to everyone regardless of race or skin color and if we choose to become police officers in the future, we need to make sure we really care deeply for the life of every person. As British entertainer Clara Amfo stated, “educate yourself and others, stand by us loudly, consistently, FOREVER.”

Sincerely,

Francine V.

CONSENT ITEM

**DATE:** June 9, 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 promotion(s), new hire(s), extra hour(s), stipend(s), resignation(s), retirement(s) and reassignment(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 JUNE 9, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
1047	Abuhamad	Joan	Student Support	Nurse	Extra Hours	Approve contracted hourly rate NTE nine (9) hours for certificated employee to check immunizations. Budget #0125554341-1201	6/5/20-8/5/20
1050	Abuhamad	Joan	Student Support	Nurse	Extra Hours	Approve contracted hourly rate NTE twenty-two and a half (22.5) hours for certificated employee to plan for next school year. Budget #0125554341-1201	6/5/20-8/5/20
1152	Beaver	Aaron	Parks	Teacher	Extra Hours	Approve contracted hourly rate NTE four (4) hours for certificated employee to distribute yearbook. Budget #0130423109-1101	6/8/20
1069	Cardenas	Ariel	Hermosa	Teacher	Extra Hours	Approve contracted hourly rate NTE four and a half (4.5) hours a day and twenty-two days for certificated employee to ESY. Budget #0112354101-1101	6/3/20-7/2/20
1152	Chong	Christina	Parks	Teacher	Extra Hours	Approve contracted hourly rate NTE four (4) hours for certificated employee to distribute yearbook. Budget #0130423109-1101	6/8/20
1087	Cravello	Susan	Student Support	Nurse	Extra Hours	Approve contracted hourly rate NTE seventy-five (75) hours for certificated employee to work Pre-school assessment and ESY. Budget #0112354341-1201	6/5/20-7/2/20
1083	Cravello	Susan	Student Support	Nurse	Extra Hours	Approve contracted hourly rate NTE ninety (90) hours for certificated employee to work ESY. Budget #0112354341-1201	6/5/20-7/2/20
1050	Cravello	Susan	Student Support	Nurse	Extra Hours	Approve contracted hourly rate NTE twenty-two and a half (22.5) hours for certificated employee to plan for next school year. Budget #0125554341-1201	6/5/20-8/5/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT  
PRESENTED TO THE BOARD OF TRUSTEES ON JUNE 9, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
1082	Delva	James	Fern	Teacher	Extra Hours	Approve contracted hourly rate NTE ninety-nine (99) hours for certificated employee to work ESY. Budget #0112354341-1201	6/3/20-7/2/20
1078	Ferlin	Heidi	Hermosa	Teacher	Extra Hours	Approve contracted hourly rate NTE four and a half (4.5) hours a day and twenty-two days for certificated employee to ESY. Budget #0112354101-1101	6/3/20-7/2/20
1076	Frausto	Miguel	Nicolas	Teacher	Extra Hours	Approve contracted hourly rate NTE four and a half (4.5) hours a day and twenty-two days for certificated employee to ESY. Budget #0112354101-1101	6/3/20-7/2/20
1068	Girod	Jennfier	Sunset Lane	Teacher	Extra Hours	Approve contracted hourly rate NTE four and a half (4.5) hours a day and twenty-two days for certificated employee to ESY. Budget #0112354101-1101	6/3/20-7/2/20
1054	Haselton	Amie	Woodcrest	Teacher	Extra Hours	Approve contracted hourly rate NTE four and a half (4.5) hours a day and twenty-two days for certificated employee to ESY. Budget #0112354101-1101	6/3/20-7/2/20
1072	Hauser	Jannette	Orangethorpe	Teacher	Extra Hours	Approve contracted hourly rate NTE four and a half (4.5) hours a day and twenty-two days for certificated employee to ESY. Budget #0112354101-1101	6/3/20-7/2/20
1080	Huff	Melissa	Richman	Teacher	Extra Hours	Approve contracted hourly rate NTE four and a half (4.5) hours a day and twenty-two days for certificated employee to ESY. Budget #0112354101-1101	6/3/20-7/2/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT  
PRESENTED TO THE BOARD OF TRUSTEES ON JUNE 9, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
1070	Jahn	Amy	Sunset Lane	Teacher	Extra Hours	Approve contracted hourly rate NTE four and a half (4.5) hours a day and twenty-two days for certificated employee to ESY. Budget #0112354101-1101	6/3/20-7/2/20
1053	Langlas	Brianne	Orangethorpe	Speech	Extra Hours	Approve contracted hourly rate NTE four and a half (4.5) hours a day and twenty-two days for certificated employee to ESY. Budget #0112354101-1101	6/3/20-7/2/20
1066	Leonard	John	Student Support	Teacher	Extra Hours	Approve contracted hourly rate NTE four and a half (4.5) hours a day and twenty-two days for certificated employee to ESY. Budget #0112354101-1101	6/3/20-7/2/20
1051	Lind	Monica	Pacific Drive	Speech	Extra Hours	Approve contracted hourly rate NTE thirty-seven and a half (37.5) hours for certificated employee to plan for next school year. Budget #0125554341-1201	6/5/20-8/5/20
1043	Ling	Phil	IIS	TOSA	Extra Hours	Approve contracted hourly rate NTE one hundred twenty-seven and a half (127.50) hours or seventeen days for certificated employee. Budget #0140955249-1901	3/16/20-05/29/20
1043	Mankiewicz	Matt	IIS	TOSA	Extra Hours	Approve contracted hourly rate NTE one hundred twenty-seven and a half (127.50) hours or seventeen days for certificated employee. Budget #0140955249-1901	3/16/20-05/29/20
1077	Martinez	Samantha	Orangethorpe	Teacher	Extra Hours	Approve contracted hourly rate NTE four and a half (4.5) hours a day and twenty-two days for certificated employee to ESY. Budget #0112354101-1101	6/3/20-7/2/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT  
PRESENTED TO THE BOARD OF TRUSTEES ON JUNE 9, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
1067	Melendrez	Genessis	Nicolas	Teacher	Extra Hours	Approve contracted hourly rate NTE four and a half (4.5) hours a day and twenty-two days for certificated employee to ESY. Budget #0112354101-1101	6/3/20-7/2/20
1152	Mizuno	Nancy	Parks	Teacher	Extra Hours	Approve contracted hourly rate NTE four (4) hours for certificated employee to distribute yearbook. Budget #0130423109-1101	6/8/20
1052	Neissen	Larissa	Student Support	Speech	Extra Hours	Approve contracted hourly rate NTE thirty-seven and a half (37.5) hours for certificated employee to plan for next school year. Budget #0125554341-1201	6/5/20-8/5/20
1075	Pendleton	Amy	Commonwealth	Teacher	Extra Hours	Approve contracted hourly rate NTE four and a half (4.5) hours a day and twenty-two days for certificated employee to ESY. Budget #0112354101-1101	6/3/20-7/2/20
1050	Radar	Nancy	Student Support	Nurse	Extra Hours	Approve contracted hourly rate NTE twenty-two and a half (22.5) hours for certificated employee to plan for next school year. Budget #0125554341-1201	6/5/20-8/5/20
1079	Stanley	Allison	Commonwealth	Teacher	Extra Hours	Approve contracted hourly rate NTE four and a half (4.5) hours a day and twenty-two days for certificated employee to ESY. Budget #0112354101-1101	6/3/20-7/2/20
1084	Suh	Betty	Student Support	Nurse	Extra Hours	Approve contracted hourly rate NTE ninety (90) hours for certificated employee to work ESY. Budget #0112354341-1201	6/5/20-7/2/20
1046	Suh	Betty	Student Support	Nurse	Extra Hours	Approve contracted hourly rate NTE thirty (30) hours for certificated employee to plan and work Clerk meeting. Budget #0125554341-1201	6/5/20-8/5/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT  
PRESENTED TO THE BOARD OF TRUSTEES ON JUNE 9, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
1050	Suh	Betty	Student Support	Nurse	Extra Hours	Approve contracted hourly rate NTE twenty-two and a half (22.5) hours for certificated employee to plan for next school year. Budget #0125554341-1201	6/5/20-8/5/20
1074	Sylvester	Yvonne	Pacific Drive	Teacher	Extra Hours	Approve contracted hourly rate NTE four and a half (4.5) hours a day and twenty-two days for certificated employee to ESY. Budget #0112354101-1101	6/3/20-7/2/20
1073	Trotter	Lori	Student Support	Teacher	Extra Hours	Approve contracted hourly rate NTE four and a half (4.5) hours a day and twenty-two days for certificated employee to ESY. Budget #0112354101-1101	6/3/20-7/2/20
1071	Trujillo	Jenny	Nicolas	Teacher	Extra Hours	Approve contracted hourly rate NTE four and a half (4.5) hours a day and twenty-two days for certificated employee to ESY. Budget #0112354101-1101	6/3/20-7/2/20
1043	Ungaro	Susan	IIS	TOSA	Extra Hours	Approve contracted hourly rate NTE one hundred twenty-seven and a half (127.50) hours or seventeen days for certificated employee. Budget #0140955249-1901	3/16/20-05/29/20
	Brandon	Julie			Extra Hours	Approve 2 extra days to positive work calendar	6/9/20
	Abney	Anthony			Extra Hours	Approve 2 extra days to positive work calendar	6/9/20
	Holm	Kristen			Extra Hours	Approve 3 extra days to positive work calendar	6/9/20
	Castillo	Kelly			Extra Hours	Approve 1 extra days to positive work calendar	6/9/20
	Diaz	Pablo			Extra Hours	Approve 10 extra days to positive work calendar	6/9/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT  
PRESENTED TO THE BOARD OF TRUSTEES ON JUNE 9, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
	Bennett	Deborah			Extra Hours	Approve 2 extra days to positive work calendar	6/9/20
	Nguyen	Lauren			Extra Hours	Approve 2 extra days to positive work calendar	6/9/20
	Mccormick	Rachel			Extra Hours	Approve 2 extra days to positive work calendar	6/9/20
	Wolf	Rochelle			Extra Hours	Approve 2 extra days to positive work calendar	6/9/20
	Frady	Ginger			Extra Hours	Approve 2 extra days to positive work calendar	6/9/20
	Gilligan	Robin			Extra Hours	Approve 5 extra days to positive work calendar	6/9/20
	Fonseca	Rossana			Extra Hours	Approve 8 extra days to positive work calendar	6/9/20
	Albano	Sue			Extra Hours	Approve 8 extra days to positive work calendar	6/9/20
	Chi	Sung			Extra Hours	Approve 11 extra days to positive work calendar	6/9/20
	Chong	Jason			Extra Hours	Approve 18 extra days to positive work calendar	6/9/20
	Ruiz	Frances			Extra Hours	Approve 3 extra days to positive work calendar	6/9/20
	Khalili	Sue			Extra Hours	Approve 3 extra days to positive work calendar	6/9/20
	Purnick	Katherine			Extra Hours	Approve 5 extra days to positive work calendar	6/9/20
	Kim	Ann			Extra Hours	Approve 5 extra days to positive work calendar	6/9/20
	Chittum	Kelsey	Student Support	Psychologist	New Hire	Class I, Step A	7/1/20
	DSouza-Brown	Jennifer	Ladera Vista	Resource	New Hire	Class IV, Step 4	8/7/20
	Hernandez	Yesenia	Raymond	Teacher	New Hire	Class IV, Step 3	8/7/20
	Mendoza	Marisa	Pacific Drive	Teacher	New Hire	Class II, Step 6	8/7/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT  
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PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
	Nakata	Lindsay	Student Support	Nurse	New Hire	Class IV, Step 11	8/7/20
	Nguyen	Ann	Student Support	Resource	New Hire	Class II, Step 2	8/7/20
	Sandoval	Brittney	Student Support	Psychologist	New Hire	Class I, Step B	7/1/20
	Stirton	Nadedja	Student Support	Psychologist	New Hire	Class I, Step G	7/1/20
	Vaca	Sarai	Raymond	Teacher	New Hire	Class IV, Step 5	8/7/20
	Ling	Phil	Educational Services	Program Specialist	Promotion	Class II, Step I	7/1/20
	Bennett	Deborah	Ladera Vista	Assistant Principal	Reassign	Reassignment from Orangethorpe to Ladera Vista	7/1/20
1138	Chi	Sung	Educational Services	Director II	Reassign	Sung Chi will be reassigned from Director I to Director II classification. Budget #0130252221-1300	7/1/20
1137	Chong	Jason	Educational Services	Program Coordinator	Reassign	Jason Chong will be reassigned from Program Specialist to Program Coordinator classification. Budget #0130252211-1900	7/1/20
	Gardner	Jody	Sunset Lane	Assistant Principal	Reassign	Reassignment to Sunset Lane full-time	7/1/20
	Guppy	Stephanie	Orangethorpe	Assistant Principal	Reassign	Reassignment from Fisler School to Orangethorpe	7/1/20
1129	Scott	Ann	Orangethorpe/Fisler	Teacher	Reassign	Reassignment from full-time at Fisler to .5 FTE at Fisler and .5 FTE at Orangethorpe	8/7/20
	Tao	Mitchell	Commonwealth/ Laguna	Teacher	Reassign	Reassignment from .5 FTE at Commonwealth only to .5 FTE at Commonwealth and .5 FTE at Laguna Road	8/7/20
	Greer	Margaret	Parks	Teacher	Resignation		5/29/20
	Smith	Orba	Parks	Resource	Retirement		5/29/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT  
PRESENTED TO THE BOARD OF TRUSTEES ON JUNE 9, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
1130	Ahn	Jennifer	Educational Services	Teacher	Stipend	Approve stipend of \$2,500 for certificated employee to work summer EL Jumpstart Camp Program. Budget #0122452101-1101	6/1/20-6/19/20
1058	Bojorquez	Susan	Hermosa	Teacher	Stipend	Approve stipend of \$120 for certificated employee to change classrooms during summer. Budget #0130416109-1101	6/1/20-08/05/20
1064	Branman	Christina	Hermosa	Teacher	Stipend	Approve stipend of \$120 for certificated employee to change classrooms during summer. Budget #0130416109-1101	6/1/20-08/05/20
1056	Breite	Jenna	Hermosa	Teacher	Stipend	Approve stipend of \$120 for certificated employee to change classrooms during summer. Budget #0130416109-1101	6/1/20-08/05/20
1169	Bustamante	Janette	Beechwood	Teacher	Stipend	Approve stipend of \$1,000 for certificated employee to work Rtl Program during summer. Budget #0130411109-1101	6/1/20-6/26/20
1040	Campbell	Blair	Beechwood	Teacher	Stipend	Approve stipend of \$120 for certificated employee to change classrooms during summer. Budget #0130411109-1101	06/01/20-08/05/20
1057	Cardenas	Ariel	Hermosa	Teacher	Stipend	Approve stipend of \$120 for certificated employee to change classrooms during summer. Budget #0130416109-1101	6/1/20-08/05/20
1169	Choi	Charles	Beechwood	Teacher	Stipend	Approve stipend of \$1,000 for certificated employee to work Rtl Program during summer. Budget #0130411109-1101	6/1/20-6/26/20
1130	Choi	Charles	Educational Services	Teacher	Stipend	Approve stipend of \$2,500 for certificated employee to work summer EL Jumpstart Camp Program. Budget #0122452101-1101	6/1/20-6/19/20
1091	Chun	Jenny	Sunset Lane	Teacher	Stipend	Approve stipend of \$120 for certificated employee to change classrooms during summer. Budget #0130427109-1101	6/1/20-08/05/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT  
PRESENTED TO THE BOARD OF TRUSTEES ON JUNE 9, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
1130	Dellalonga	Sandra	Educational Services	Teacher	Stipend	Approve stipend of \$2,500 for certificated employee to work summer EL Jumpstart Camp Program. Budget #0122452101-1101	6/1/20-6/19/20
1130	Garcia	Cynthia	Educational Services	Teacher	Stipend	Approve stipend of \$2,500 for certificated employee to work summer EL Jumpstart Camp Program. Budget #0122452101-1101	6/1/20-6/19/20
1148	Hammel	Patricia	Educational Services	Teacher	Stipend	Approve stipend of \$500 for certificated employee to work P.E. Independent Study. Budget #0110050100-1101	10/04/19-5/29/20
1187	Hancock	Emily	Fisler	Teacher	Stipend	Approve stipend of \$450 for certificated employee to work Math Olympiad. Budget #0130430409-1901	10/01/20-03/01/20
1090	Konechy	Kristen	Sunset Lane	Teacher	Stipend	Approve stipend of \$120 for certificated employee to change classrooms during summer. Budget #0130427109-1101	6/1/20-08/05/20
1089	Lim	Helena	Sunset Lane	Teacher	Stipend	Approve stipend of \$120 for certificated employee to change classrooms during summer. Budget #0130427109-1101	6/1/20-08/05/20
1130	Michaels	Keely	Educational Services	Teacher	Stipend	Approve stipend of \$2,500 for certificated employee to work summer EL Jumpstart Camp Program. Budget #0122452101-1101	6/1/20-6/19/20
1040	Ritz	Michelle	Beechwood	Teacher	Stipend	Approve stipend of \$120 for certificated employee to change classrooms during summer. Budget #0130411109-1101	06/01/20-08/05/20
1169	Ritz	Michelle	Beechwood	Teacher	Stipend	Approve stipend of \$1,000 for certificated employee to work Rtl Program during summer. Budget #0130411109-1101	6/1/20-6/26/20
1130	Salazar	Daisy	Educational Services	Teacher	Stipend	Approve stipend of \$2,500 for certificated employee to work summer EL Jumpstart Camp Program. Budget #0122452101-1101	6/1/20-6/19/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT  
PRESENTED TO THE BOARD OF TRUSTEES ON JUNE 9, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
1148	Samuelson	Jon	Educational Services	Teacher	Stipend	Approve stipend of \$500 for certificated employee to work P.E. Independent Study. Budget #0110050100-1101	10/04/19-5/29/20
1130	Shin	Grace	Educational Services	Teacher	Stipend	Approve stipend of \$2,500 for certificated employee to work summer EL Jumpstart Camp Program. Budget #0122452101-1101	6/1/20-6/19/20
1103	Sorenson	Daniela	Educational Services	Teacher	Stipend	Approve stipend of \$5,000 for certificated employee to work summer science online program for 8th graders. Budget #0141355239-1901	6/1/20-8/6/20
1130	Soto	Pamela	Educational Services	Teacher	Stipend	Approve stipend of \$2,500 for certificated employee to work summer EL Jumpstart Camp Program. Budget #0122452101-1101	6/1/20-6/19/20
1149	TBD		Ladera Vista	Teacher	Stipend	Approve stipend of \$120 for certificated employee to attend PBIS training during summer. Names will be provided in August. Budget #0130417109-1101	6/1/20-8/6/20
1150	TBD		Ladera Vista	Teacher	Stipend	Approve stipend of \$360 for certificated employee to attend 3 days of leadership training during summer. Budget #0130417109-1101	6/1/20-8/6/20
1149	TBD		Ladera Vista	Teacher	Stipend	Approve stipend of \$120 for certificated employee to attend PBIS training during summer. Names will be provided in August. Budget #0130417109-1101	6/1/20-8/6/20
1102	TBD		Educational Services	Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to work extra during summer. Name to be provided in July. Budget #0138952101-1101	6/1/20-6/26/20
1151	TBD		Ladera Vista	Teacher	Stipend	Approve stipend of \$360 for certificated employee to attend 3 days of SpEd training during summer. Names will be provided in August. Budget #0130417109-1101	6/1/20-8/6/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT  
PRESENTED TO THE BOARD OF TRUSTEES ON JUNE 9, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
1130	Tucker	Christi	Educational Services	Teacher	Stipend	Approve stipend of \$2,500 for certificated employee to work summer EL Jumpstart Camp Program. Budget #0122452101-1101	6/1/20-6/19/20
1187	Wang	April	Fisler	Teacher	Stipend	Approve stipend of \$450 for certificated employee to work Math Olympiad. Budget #0130430409-1901	10/01/20-03/01/20
1130	Wingfield	Linda	Educational Services	Teacher	Stipend	Approve stipend of \$2,500 for certificated employee to work summer EL Jumpstart Camp Program. Budget #0122452101-1101	6/1/20-6/19/20
1063	Guerrero	Danielle	Laguna	Teacher	Transfer	Danielle Guerrero will be transferring from Valencia Park to Laguna effective 08/07/20. Budget #0110018101-1100	8/7/20
1101	Maehr	Jennifer	Richman	Teacher		Jennifer Maehr will be changing from part-time status to full-time status. Budget #0110025101-1100	8/7/20

This is to certify that this is an exact copy of the Certificated Personnel Report approved and recorded in the minutes of the Board of Trustees on June 9, 2020.

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

CONSENT ITEM

**DATE:** June 9, 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: June 9, 2020**

<b>SITE</b>	<b>DONOR</b>	<b>RELATIONSHIP</b>	<b>DONATION</b>	<b>PURPOSE</b>	<b>AMOUNT</b>
Acacia	Kroger	Community Partner	Monetary Donation	Donation for school	\$83.38
District Office Visual and Performing Arts Program	All the Arts for All the Kids Foundation	Community Partner	Monetary Donation	All the Arts for All the Kids program	\$11,733.50
District Office Visual and Performing Arts Program	Fern Drive PTA	PTA	Monetary Donation	All the Arts for All the Kids program	\$1,080.00
District Office Visual and Performing Arts Program	Golden Hill Education Foundation	Community Partner	Monetary Donation	All the Arts for All the Kids program	\$1,350.00
District Office Visual and Performing Arts Program	Rolling Hills PTA	PTA	Monetary Donation	All the Arts for All the Kids program	\$1,800.00
Fern Drive	Box Tops for Education	Community Partner	Monetary Donation	Teacher/Classroom supplies	\$53.20
Fern Drive	Fern Drive Foundation for Education & Techknowledgey	Community Partner	Monetary Donation	Robotics program	\$630.00
Fern Drive, Maple, Nicolas, Orangethorpe and Sunset	The Wilson W. Phelps Foundation	Community Partner	Monetary Donation	STEAM, Robotics and Science Program	\$93,769.00
Golden Hill	Golden Hill Education Foundation	Community Partner	Monetary Donation	6th Grade Play program	\$487.20
Hermosa Drive	Hermosa Drive PTA	PTA	Monetary Donation	All the Arts for All the Kids program	\$1,275.00
Laguna Road	Laguna Road School PTA	PTA	Monetary Donation	PTA Student Distribution	\$9,930.00
Laguna Road	Laguna Road Support Our School Foundation	Community Partner	Monetary Donation	5th Grade Boo Grams	\$2,181.75

Laguna Road	Your Cause, LLC	Community Partner	Monetary Donation	OSS Parent/Employer Donation	\$150.00
Richman	John & Belinda Gordillo	Community Partner	Monetary Donation	Kindergarten class donation	\$20.00
Rolling Hills	CustomInk LLC	Community Partner	Monetary Donation	Play fundraiser	\$343.58
Rolling Hills	Kroger	Community Partner	Monetary Donation	Supplies for students	\$39.21
Sunset Lane	Sunset Lane PTA	PTA	Monetary Donation	Outdoor Science School	\$285.42
Superintendent's Office	Fullerton Education Foundation	Community Partner	Monetary Donation	COVID-19 Relief	\$2,800.00
Superintendent's Office	Joseph & Karen Kingston	Community Partner	Monetary Donation	COVID-19 Relief	\$100.00
Valencia Park	Jessica & Juan Cervantes	Staff	Physical Item	48 inch Vizio Smart TV with stand, cables, remote, and 3-D glasses	N/A
Woodcrest Elementary	Rotary Club of Fullerton	Community Partner	Monetary Donation	Books for students at home reading	\$1,500.00

CONSENT ITEM

**DATE:** June 9, 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 N22B005 THROUGH N22B007, N22C0073, N22D0360, N22E0361 THROUGH N22E0373, N22M0299 THROUGH N22M0308, N22R1120 THROUGH N22R1181, N22X0393, AND N22Y0085 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 N22B005 through N22B007, N22C0073, N22D0360, N22E0361 through N22E0373, N22M0299 through N22M0308, N22R1120 through N22R1181, N22X0393, and N22Y0085 for the 2019/2020 school year.

RC:MG:yd  
Attachment

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 06/09/2020**

**FROM 04/24/2020 TO 05/21/2020**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22B0005	DISCOVERY EDUCATION INC	1,416,891.44	1,416,891.44	0181250101 4100	Lottery Textbook Instr Exp / Textbooks
N22B0006	SIMPLE SOLUTIONS	5,731.50	5,731.50	0130219101 4310	LCFF Supplemental Instr Maple / Materials and Supplies
N22B0007	MCGRAW HILL EDUCATION INC	28,336.74	28,336.74	0181250101 4100	Lottery Textbook Instr Exp / Textbooks
N22C0073	ORANGE CNTY DEPARTMENT OF EDUC	269.38	269.38	0113054101 5210	Resource Specialist Program / Conferences and Meetings
N22D0360	KBI AND ASSOCIATES	745.30	745.30	0130429109 4310	LCFF Base Instr Woodcrest / Materials and Supplies Instr
N22E0361	JONES, LAURA	69.92	69.92	0130426109 4310	LCFF Base Instr Rolling Hills / Materials and Supplies Instr
N22E0362	CORTEZ, DOLORES	41.00	41.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
N22E0363	ANDERSSON, ANNICA	33.60	33.60	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0364	STAVA, KYLE	24.20	24.20	0111630101 4310	Donation Discretionary Fidler / Materials and Supplies Instr
N22E0365	HANCOCK, EMILY	25.00	25.00	0111630101 5850	Donation Discretionary Fidler / Admission Fees
N22E0366	ACOSTA, MARLEEN	37.66	20.89	0121220101 5210	Title I Nicolas Instruction / Conferences and Meetings
			16.77	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies
N22E0367	CLEMENTE, ROBYN	64.33	64.33	0130220261 4350	LCFF Suppl Parent Nicolas / Materials and Supplies Office
N22E0368	COLLINS, BETHANIE	1,221.51	1,221.51	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
N22E0369	SEIBERT, SANDRA	246.20	246.20	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
N22E0370	LOMELI, ANITA	22.63	22.63	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
N22E0371	NINOFRANCO, IVY	179.04	179.04	0111625107 4310	Cotsen Foundation Instr Richma / Materials and Supplies
N22E0372	CHOUNG, EUN	538.75	538.75	0152258749 5885	Personnel Commission Discret / Classified Employees
N22E0373	FIGUEROA, EDNA	354.27	354.27	0152258749 5885	Personnel Commission Discret / Classified Employees
N22M0299	TOM'S PLUMBING SERVICE INC	2,975.00	2,975.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
N22M0300	MONTGOMERY HARDWARE COMPANY	4,748.59	4,748.59	0140955859 6200	Information Systems Facilities / Buildings and Improve of
N22M0301	ORANGE COUNTY PUBLIC SAFETY	9,216.00	9,216.00	0154350799 5800	COVID 19 EMERGENCY / Other Contracted Services
N22M0302	STATE ARCHITECT, DIVISION OF T	1,125.00	1,125.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
N22M0303	NEW DIMENSIONS GENERAL CONSTRU	38,846.78	38,846.78	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 06/09/2020**

**FROM 04/24/2020 TO 05/21/2020**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22M0304	CALIFORNIA STEEPLEJACK	6,759.00	6,759.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
N22M0305	NEW DIMENSIONS GENERAL CONSTRU	35,344.95	35,344.95	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
N22M0306	ARCHITECTURE 9 PLLLP	1,200.00	1,200.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0307	TOM'S PLUMBING SERVICE INC	2,300.00	2,300.00	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0308	ENKO SYSTEMS INC	365.32	365.32	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
N22R1120	RIVERSIDE INSIGHTS	5,331.77	5,331.77	0114154101 4315	Designated Instr Serv Severe / Materials Test Kits Protocols
N22R1121	COCHLEAR AMERICAS	440.61	440.61	0113154101 4310	Low Incidence / Materials and Supplies Instr
N22R1122	CDW.G	4,900.00	4,900.00	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
N22R1165	PBIS REWARDS	1,327.50	1,327.50	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
N22R1167	MARCIA BRENNER ASSOCIATE LLC	4,567.50	4,567.50	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
N22R1168	ARTISTIC BY D AND G INC.	1,732.50	1,732.50	0151055339 4310	Child Welfare and AttendanceDC / Materials and Supplies
N22R1169	AMAZON.COM	1,005.84	1,005.84	0111625107 4310	Cotsen Foundation Instr Richma / Materials and Supplies
N22R1170	AMAZON.COM	38.24	38.24	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22R1171	APPLE COMPUTER INC	170.25	170.25	0111654101 4315	Early Lrning Incl PreSchl Inst / Materials Test Kits Protoco
N22R1172	AMAZON.COM	198.24	198.24	0111620101 4310	Donation Instruction Nicolas / Materials and Supplies Instr
N22R1173	KAJEET INC	2,661.45	2,661.45	0154350109 4310	COVID 19 Instruction / Materials and Supplies Instr
N22R1174	N2Y	8,317.65	8,317.65	0100000000 9330	Unrestricted / Prepaid Expenditures
N22R1175	RUG-ED PRODUCTS INC	11,852.50	11,852.50	0154350109 4310	COVID 19 Instruction / Materials and Supplies Instr
N22R1176	DIAZ, BRISA ILLIANA	2,100.00	2,100.00	0154350109 5805	COVID 19 Instruction / Consultants
N22R1177	MITINET INC	4,150.00	4,150.00	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
N22R1178	PROMELI VIDEOWORKS	2,500.00	2,500.00	0154350109 5805	COVID 19 Instruction / Consultants
N22R1179	SOUTHWEST SCHOOL AND OFFICE SU	161,086.25	161,086.25	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
N22R1180	CLASS CREATOR	600.00	600.00	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22R1181	CC-PURCHASING	4,881.05	4,881.05	0130419109 4310	LCFF Base Instruction Maple / Materials and Supplies Instr

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 06/09/2020**

FROM 04/24/2020 TO 05/21/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22R1182	AMAZON.COM	150.10	150.10	0130221101 4310	LCFF Suppl Instr Orangethorpe / Materials and Supplies
N22R1183	APPLE COMPUTER INC	9,623.55	9,623.55	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
N22R1184	GLASBY MAINTENANCE SUPPLY COMP	16,162.50	16,162.50	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
N22R1185	RUG-ED PRODUCTS INC	775.80	775.80	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
N22R1186	QUADIANT INC	224.70	224.70	0152950729 5630	Districtwide Expenditures / Rents and Leases
N22R1187	AMAZON.COM	27.96	27.96	0113154101 4310	Low Incidence / Materials and Supplies Instr
N22R1188	SUPPLY MASTER	219.81	219.81	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
N22R1189	AMAZON.COM	326.70	326.70	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
N22R1190	COOLE SCHOOL INC	1,019.54	1,019.54	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
N22R1191	GLASBY MAINTENANCE SUPPLY COMP	4,525.50	4,525.50	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
N22R1192	AMPLIFY EDUCATION INC	750.00	750.00	0141355239 4310	STEM Program Discrete / Materials and Supplies Instr
N22R1193	GLASBY MAINTENANCE SUPPLY COMP	49.03	49.03	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
N22R1194	MCGRAW HILL EDUCATION INC	7,188.00	7,188.00	0138952101 4310	Low Performing Student Instr / Materials and Supplies Instr
N22R1195	GOPHER SPORT	275.88	275.88	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
N22R1197	BOOKSOURCE, THE	5,449.19	5,449.19	0181250101 4100	Lottery Textbook Instr Exp / Textbooks
N22R1198	COMPLETE BUSINESS SYSTEMS	389.41	389.41	0130410109 4310	LCFF Base Instr Acacia / Materials and Supplies Instr
N22R1199	GLASBY MAINTENANCE SUPPLY COMP	15,184.13	15,184.13	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
N22R1200	SUPPLY MASTER	693.05	693.05	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
N22R1201	ROCHESTER 100 INC	989.68	989.68	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
N22V0152	ADORAMA INC	3,552.52	3,552.52	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
N22V0153	GLASBY MAINTENANCE SUPPLY COMP	4,308.92	4,308.92	0154253829 6410	Custodial Discretionary / New Equip Less Than \$10,000
N22V0154	CDW.G	1,006.21	1,006.21	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
N22V0155	GLASBY MAINTENANCE SUPPLY COMP	1,917.95	1,917.95	0154253829 6410	Custodial Discretionary / New Equip Less Than \$10,000
N22X0392	HOONUIT I LLC	8,424.00	8,424.00	2567150859 5805	Facilities Improvement Central / Consultants

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
 BOARD OF TRUSTEES MEETING 06/09/2020

FROM 04/24/2020 TO 05/21/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22X0393	SOUTHWEST SCHOOL AND OFFICE SU	1,200.00	1,200.00	0112354101 4310	Extended Year Severe Instr / Materials and Supplies Instr
N22Y0085	JONES SR, JOHN P	10,000.00	10,000.00	0156556369 5800	Home to Sch Transportation DC / Other Contracted
	<b>Fund 01 Total:</b>	<b>1,861,543.59</b>			
	<b>Fund 12 Total:</b>	<b>41.00</b>			
	<b>Fund 25 Total:</b>	<b>8,424.00</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>1,870,008.59</b>			

**FULLERTON ELEMENTARY**

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS**

**BOARD OF TRUSTEES MEETING 06/09/2020**

**FROM 04/24/2020 TO 05/21/2020**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22M0097	DESIGN WORKS, THE	1,820.00	+270.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
N22M0131	ATKINSON ANDELSON LOYA RUDD RO	26,000.00	+6,000.00	0153353819 5825	Plant Maintenance DC / Legal Assistance
N22M0272	ARCHITECTURE 9 PLLLP	25,400.00	+8,300.00	8152451741 5805	Property and Liability / Consultants
N22R1065	CHEFS TOYS ADVANTAGE	1,484.27	-13.46	0160690371 4350	Food Services / Materials and Supplies Office
N22R1114	STAPLES ADVANTAGE	302.24	+120.90	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
N22S0021	COSTCO WHOLESALE	1,514.33	+1,514.33	0100000000 9320	Unrestricted / Stores
N22V0148	CULVER NEWLIN INC	64,138.09	-344.69	0156556369 4350	Home to Sch Transportation DC / Materials and Supplies
			+344.70	0156556369 6410	Home to Sch Transportation DC / New Equip Less Than
N22X0072	ATKINSON ANDELSON LOYA RUDD RO	25,000.00	+15,000.00	0153750799 5825	Business Administration DC / Legal Assistance
N22X0134	SPICERS PAPER	50,000.00	+16,000.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
N22X0143	KELLY PAPER STORES	2,000.00	-16,000.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
N22X0162	VERIZON WIRELESS	26,600.00	+5,000.00	0140955249 5900	Info Systems Serv Media DC / Communications
			+600.00	0154350799 5900	COVID 19 EMERGENCY / Communications
N22X0200	VERIZON WIRELESS	6,500.00	+1,500.00	0132952101 5900	AfrSchlEdSfty Cohort 6 Instr / Communications
N22X0291	ALLIED INTERPRETING SERVICES I	30,000.00	+10,000.00	0171054101 5805	Outside Services ICA NPA NPS / Consultants
N22X0336	THERAPYTRAVELERS	65,140.45	+15,140.45	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency
N22X0379	PASSARO PH.D., PERRY D	9,075.00	+3,300.00	0171054101 5805	Outside Services ICA NPA NPS / Consultants
N22Y0002	A-Z BUS SALES	24,000.00	+2,500.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
N22Y0004	ARAMARK UNIFORM SERVICE	4,900.00	+400.00	0156556369 5800	Home to Sch Transportation DC / Other Contracted Services
N22Z0016	GANAHL LUMBER	15,500.00	+5,500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
N22Z0037	PLUMBING AND INDUSTRIAL SUPPLY	42,000.00	+7,000.00	0154253829 4360	Custodial Discretionary / Materials and Supplies Other
N22Z0070	VERIZON WIRELESS	20,900.00	+3,200.00	0153353819 5900	Plant Maintenance DC / Communications
			+700.00	0154350799 5900	COVID 19 EMERGENCY / Communications

**Fund 01 Total: 77,732.23**

# FULLERTON ELEMENTARY

## PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

06/09/2020

FROM 04/24/2020 TO 05/21/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N22M0280	SKC COMPANY	17,100.00	17,100.00	8152451741 5899	Property and Liability / Other Expenses
N22M0281	SKC COMPANY	90,000.00	90,000.00	8152451741 5899	Property and Liability / Other Expenses
N22R0049	CALIFORNIA SCHOOL BOARDS ASSOC		925.00	0152055779 5310	Education Services Discret / Dues and Memberships
			925.00	0152151749 5310	Personnel Serv Certificated DC / Dues and Memberships
			925.00	0152757789 5310	Administrative Assistant DC / Dues and Memberships
			925.00	0153750799 5310	Business Administration DC / Dues and Memberships
		3,700.00			
N22R0085	ACSA		2,000.00	0152258749 5310	Personnel Commission Discret / Dues and Memberships
		2,000.00			
N22R1119	NATIONAL JUNIOR HONOR SOCIETY		161.63	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
		161.63			
N22R1135	BRAILLE BOOK STORE		10.54	8152451741 4310	Property and Liability / Materials and Supplies Instr
		10.54			
N22V0085	GEARY PACIFIC SUPPLY		4,654.67	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than
		4,654.67			
			<b>Fund 01 Total:</b>		
			<b>10,516.30</b>		
			<b>Fund 81 Total:</b>		
			<b>107,110.54</b>		
			<b>Total Amount of Purchase Orders:</b>		
			<b>117,626.84</b>		

**FULLERTON ELEMENTARY**

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS**

**BOARD OF TRUSTEES MEETING 06/09/2020**

**FROM 04/24/2020 TO 05/21/2020**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
		<b>Fund 81 Total:</b>	<b>8,300.00</b>		
		<b>Total Amount of Change Orders:</b>	<b>86,032.23</b>		

**Addendum To:**

Purchase Orders Report

Board of Trustees Meeting 6/09/2020

The following Purchase Order was cancelled out of sequence and will appear in next reporting period's Cancelled Orders:

<u>PO Number</u>	<u>Vendor</u>	<u>PO Total</u>	<u>Account Amt.</u>	<u>Account #</u>	<u>Pseudo/Object Description</u>
N22R1166	Amazon	\$446.45	\$446.45	01121541014310	Special Day Class MS Instr

The following Purchase Orders were cancelled out of sequence and do not appear in Cancelled Orders:

<u>PO Number</u>	<u>Vendor</u>	<u>PO Total</u>	<u>Account Amt.</u>	<u>Account #</u>	<u>Pseudo/Object Description</u>
N22R1196	Apple	\$326.17	\$326.17	01121541014310	Special Day Class MS Instr

CONSENT ITEM

**DATE:** June 9, 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 220612 THROUGH 220646 FOR THE 2019/2020 SCHOOL  
YEAR

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated April 24, 2020 through May 21, 2020 contains purchase orders numbered 220612 through 220646 for the 2019/2020 school year totaling \$342,822.49. Purchase order number 220635 was void.

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 220612 through 220646 for the 2019/2020 school year.

RC:MB:tg  
Attachment



# Purchase Orders - Detail

5/26/2020 7:04:55 AM

## Fullerton School District

Show all data where the Order Date is between 4/24/2020 and 5/21/2020

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
<b>Driftwood Dairy, Inc.</b>	<b>220624</b>	<b>4/30/2020</b>	<b>5/31/2020</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
80000	EA	997007	Lowfat Milk, 1% Pouch 1/2 PT #13090	\$0.2138	\$17,104.00	
80000	EA	997009	CHOC Milk, NonFat 1/2 PT Pouch #16090	\$0.2035	\$16,280.00	
5000	each	997032	Yogurt, 1/2 pt., Assorted Flavors	\$0.5204	\$2,602.00	
1000	ea	16040	Choc Milk, NonFat 1/2 PT Eco	\$0.2135	\$213.50	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$36,199.50
<b>Driftwood Dairy, Inc.</b>	<b>220625</b>	<b>4/30/2020</b>	<b>5/31/2020</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
30000	EA	997099	Lowfat Milk,1% Pouch 1/2 pt #13090 (CACFP)	\$0.2138	\$6,414.00	
30000	EA	997101	Choc Milk, NonFat Pouch 1/2PT #16090 (CACFP)	\$0.2035	\$6,105.00	
5000	EA	997100	Non Fat Milk, Mini 1/2PT #12049 (CACFP)	\$0.2780	\$1,390.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$13,909.00
					<b>Vendor Total:</b>	\$50,108.50
<b>Gold Star Foods Inc.</b>	<b>220613</b>	<b>4/24/2020</b>	<b>4/28/2020</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10	case	30355	Concha, Variety Pack, IW GS#133841 84/cs	\$41.4000	\$414.00	
60	case	3002	Cereal,CinnaToast R/Sugar GS#200914 GM 96/cs	\$23.3600	\$1,401.60	
65	case	30308	Bread, Banana GS#133796 SuprBkry#6071 70/3.4oz.	\$42.4700	\$2,760.55	
100	case	11053	Raisins, SunMaid GS#240050 144/cs	\$34.5400	\$3,454.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$8,030.15
<b>Gold Star Foods Inc.</b>	<b>220614</b>	<b>4/28/2020</b>	<b>4/28/2020</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
40	cs	1	Diced Pears, 6/#10 GS#210244	\$36.0200	\$1,440.80	
40	cs	1	Diced Peaches, 6/#10 GS#36.01	\$36.0100	\$1,440.40	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$2,881.20
<b>Gold Star Foods Inc.</b>	<b>220616</b>	<b>4/29/2020</b>	<b>5/1/2020</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
35	case	7231	Cinnamon Roll, GS#113950 IW 72/cs	\$36.8200	\$1,288.70	
60	case	30354	Muffin, Double Choc IW GS#134237 60/cs	\$27.6500	\$1,659.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$2,947.70
<b>Gold Star Foods Inc.</b>	<b>220617</b>	<b>4/29/2020</b>	<b>5/1/2020</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
15	Case	123	Garbanzo Bean (GS#209788)	\$19.1800	\$287.70	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$287.70
<b>Gold Star Foods Inc.</b>	<b>220618</b>	<b>4/29/2020</b>	<b>5/1/2020</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
200	case	11125	Juice, Paradise Punch 4.23oz GS#240288	\$7.9000	\$1,580.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$1,580.00

# Purchase Orders - Detail

5/26/2020 7:04:55 AM

## Fullerton School District

Show all data where the Order Date is between 4/24/2020 and 5/21/2020

Vendor Name		PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.		220619	4/29/2020	5/8/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
200	case	11125	Juice, Paradise Punch 4.23oz GS#240288	\$7.9000	\$1,580.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$1,580.00
Gold Star Foods Inc.		220620	4/29/2020	5/15/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
200	case	11125	Juice, Paradise Punch 4.23oz GS#240288	\$7.9000	\$1,580.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$1,580.00
Gold Star Foods Inc.		220621	4/29/2020	5/22/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
200	case	11125	Juice, Paradise Punch 4.23oz GS#240288	\$7.9000	\$1,580.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$1,580.00
Gold Star Foods Inc.		220630	5/1/2020	5/5/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
50	case	3002	Cereal,CinnaToast R/Sugar GS#200914 GM 96/cs	\$23.3600	\$1,168.00		
50	case	30355	Concha, Variety Pack, IW GS#133841 84/cs	\$41.4000	\$2,070.00		
44	case	30308	Bread, Banana GS#133796 SuprBkry#6071 70/3.4oz.	\$42.4700	\$1,868.68		
80	case	11053	Raisins, SunMaid GS#240050 144/cs	\$34.5400	\$2,763.20		
30	case	30307	Bread, Crumb GS#113034 Daves#360 28/3.6oz.	\$15.3500	\$460.50		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$8,330.38
Gold Star Foods Inc.		220631	5/5/2020	5/8/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
35	case	7231	Cinnamon Roll, GS#113950 IW 72/cs	\$36.8200	\$1,288.70		
75	case	30354	Muffin, Double Choc IW GS#134237 60/cs	\$27.6500	\$2,073.75		
65	case	30355	Concha, Variety Pack, IW GS#133841 84/cs	\$41.4000	\$2,691.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$6,053.45
Gold Star Foods Inc.		220634	5/8/2020	5/12/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
10	case	3002	Cereal,CinnaToast R/Sugar GS#200914 GM 96/cs	\$23.3600	\$233.60		
60	case	30355	Concha, Variety Pack, IW GS#133841 84/cs	\$41.4000	\$2,484.00		
80	case	11053	Raisins, SunMaid GS#240050 144/cs	\$34.5400	\$2,763.20		
70	case	30308	Bread, Banana GS#133796 SuprBkry#6071 70/3.4oz.	\$42.4700	\$2,972.90		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$8,453.70
Gold Star Foods Inc.		220636	5/11/2020	5/12/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
31	case	30015	CornDog,Chkn WGJumbo IW(D.Lee)GS#134372 72/cs	\$37.5300	\$1,163.43		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$1,163.43
Gold Star Foods Inc.		220638	5/13/2020	5/15/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
4	case	3072	Cereal, Granola Lowfat Mal-O-Meal GS#201564 4/50oz	\$34.9900	\$139.96		
90	case	30354	Muffin, Double Choc IW GS#134237 60/cs	\$27.6500	\$2,488.50		
70	case	7231	Cinnamon Roll, GS#113950 IW 72/cs	\$36.8200	\$2,577.40		

# Purchase Orders - Detail

## Fullerton School District

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Show all data where the Order Date is between 4/24/2020 and 5/21/2020

Vendor Name		PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
<b>Gold Star Foods Inc.</b>		<b>220638</b>	<b>5/13/2020</b>	<b>5/15/2020</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$5,205.86
<b>Gold Star Foods Inc.</b>		<b>220639</b>	<b>5/13/2020</b>	<b>5/15/2020</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	Cs	123	Tortillas, GS#203783 144 Ct	\$20.7800	\$20.78		
60	Cs	123	Hot Dogs, GS# 138511	\$38.6600	\$2,319.60		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$2,340.38
<b>Gold Star Foods Inc.</b>		<b>220641</b>	<b>5/15/2020</b>	<b>5/19/2020</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
20	case	11053	Raisins, SunMaid GS#240050 144/cs	\$34.5400	\$690.80		
30	case	3002	Cereal,CinnaToast R/Sugar GS#200914 GM 96/cs	\$23.3600	\$700.80		
25	case	54015	Cheese,String Cmdy LOL,GS#401172,168/cs,MF#59701	\$15.8200	\$395.50		
25	case	7231	Cinnamon Roll, GS#113950 IW 72/cs	\$36.8200	\$920.50		
37	case	30308	Bread, Banana GS#133796 SuprBkry#6071 70/3.4oz.	\$42.4700	\$1,571.39		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$4,278.99
<b>Gold Star Foods Inc.</b>		<b>220647</b>	<b>5/20/2020</b>	<b>5/22/2020</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
40	case	30007	Hot Dog, All Beef GS# 113205 8/1 80/case	\$35.7700	\$1,430.80		
28	case	30210	Grilled Cheese GS#406104 IW 72/case	\$41.8800	\$1,172.64		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$2,603.44
<b>Gold Star Foods Inc.</b>		<b>220648</b>	<b>5/20/2020</b>	<b>5/22/2020</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
200	case	11125	Juice, Paradise Punch 4.23oz GS#240288	\$7.9000	\$1,580.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$1,580.00
					<b>Vendor Total:</b>		\$60,476.38
<b>P &amp; R Paper Supply Company, Inc.</b>		<b>220612</b>	<b>4/24/2020</b>	<b>4/29/2020</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
7	case	81029	Bag, Foil Hot Dog Plain P&R PPC-300456 1000/cs	\$40.6900	\$284.83		
31	case	81020	Bag 12x18 freezer/food ELK-BOR1218HD 1000/cs	\$18.8000	\$582.80		
6	cs	81003	Bag *bunpan18x24 Elkay BOR1824HD 250/cs	\$10.1000	\$60.60		
						<b>Sales Tax:</b>	\$49.87
						<b>P.O. Total:</b>	\$978.10
<b>P &amp; R Paper Supply Company, Inc.</b>		<b>220623</b>	<b>4/30/2020</b>	<b>5/6/2020</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
40	case	80017	Handi-Wipes/Towel, 11X24 MAP-HS8507 200/cs	\$16.2500	\$650.00		
						<b>Sales Tax:</b>	\$50.38
						<b>P.O. Total:</b>	\$700.38
<b>P &amp; R Paper Supply Company, Inc.</b>		<b>220642</b>	<b>5/18/2020</b>	<b>5/20/2020</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
40	cs	81003	Bag *bunpan18x24 Elkay B0R1824HD 250/cs	\$10.1000	\$404.00		

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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
<b>P &amp; R Paper Supply Company, Inc.</b>	<b>220642</b>	<b>5/18/2020</b>	<b>5/20/2020</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>
						<b>Sales Tax:</b> \$31.31
						<b>P.O. Total:</b> \$435.31
<b>P &amp; R Paper Supply Company, Inc.</b>	<b>220644</b>	<b>5/21/2020</b>	<b>5/27/2020</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>
3	case	80032	Gloves, Vinyl Med. NET-754631 10/100 cs			\$17.6000 \$52.80
						<b>Sales Tax:</b> \$0.00
						<b>P.O. Total:</b> \$52.80
<b>Vendor Total:</b>						\$2,166.59
<b>Form Plastics</b>	<b>220633</b>	<b>5/8/2020</b>	<b>5/13/2020</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>
30	case	86205	Tray Deep #5011158500 2400/case			\$95.3700 \$2,861.10
						<b>Sales Tax:</b> \$0.00
						<b>P.O. Total:</b> \$2,861.10
<b>Form Plastics</b>	<b>220640</b>	<b>5/14/2020</b>	<b>5/20/2020</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>
50	case	86205	Tray Deep #5011158500 2400/case			\$95.3700 \$4,768.50
						<b>Sales Tax:</b> \$0.00
						<b>P.O. Total:</b> \$4,768.50
<b>Vendor Total:</b>						\$7,629.60
<b>Action Sales</b>	<b>220615</b>	<b>4/29/2020</b>	<b>4/29/2020</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>
12	ea	GBD2114171	Fabric Food Carrier			\$56.9300 \$683.16
						<b>Sales Tax:</b> \$52.94
						<b>P.O. Total:</b> \$736.10
<b>Vendor Total:</b>						\$736.10
<b>ProGuard Service and Solutions</b>	<b>220622</b>	<b>4/30/2020</b>	<b>5/13/2020</b>	<b>5/6/2020</b>		<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>
2	case	70037	Cleaner/Degreaser, Proclean 2/2.5 gal per case			\$56.2600 \$112.52
2	case	70023	Rinse Additive Low Temp 5gal #8000409			\$109.8400 \$219.68
1	ea	1	Multiple shipping charge			\$78.5000 \$78.50
						<b>Sales Tax:</b> \$31.83
						<b>P.O. Total:</b> \$442.53
<b>ProGuard Service and Solutions</b>	<b>220629</b>	<b>5/1/2020</b>	<b>5/8/2020</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>
1	cs	1	Ecolab Chlorine Test Paper			\$1.0000 \$1.00
						<b>Sales Tax:</b> \$0.00
						<b>P.O. Total:</b> \$1.00

# Purchase Orders - Detail

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## Fullerton School District

Show all data where the Order Date is between 4/24/2020 and 5/21/2020

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
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**Vendor Total:** \$443.53

**Crown Lift Trucks**

220637 5/12/2020 5/12/2020

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
1	ea	1	Estimated Repair Electric Jack SN#7A119738	\$300.0000	\$300.00

**Sales Tax:** \$0.00

**P.O. Total:** \$300.00

**Vendor Total:** \$300.00

**Subway 36125**

220626 4/30/2020 6/30/2020

4710

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
370	ea	1	Inv.#2020-05-04-A/Orangethorpe, dtd 5/4/20	\$2.2500	\$832.50
290	ea	1	Inv.#2020-05-04-B/Raymond, dtd 5/4/20	\$2.2500	\$652.50
300	ea	1	Inv.#2020-05-04-C/Maple, dtd 5/4/20	\$2.2500	\$675.00
430	ea	1	Inv.#2020-05-05-A/Pacific Dr, dtd 5/5/20	\$2.2500	\$967.50
450	ea	1	Inv.#2020-05-06-B/Richman, dtd 5/5/20	\$2.2500	\$1,012.50
290	ea	1	Inv.#2020-05-06-A/Commonwealth, dtd 5/6/20	\$2.2500	\$652.50
360	ea	1	Inv.#2020-05-06-B/Valencia Pk, dtd 5/6/20	\$2.2500	\$810.00
320	ea	1	Inv.#2020-05-06-C/Woodcrest, dtd 5/6/20	\$2.2500	\$720.00
380	ea	1	Inv.#2020-05-07-A/Orangethorpe, dtd 5/7/20	\$2.2500	\$855.00
240	ea	1	Inv.#2020-05-07-B/Raymond, dtd 5/7/20	\$2.2500	\$540.00
270	ea	1	Inv.#2020-05-07-C/Maple, dtd 5/7/20	\$2.2500	\$607.50
400	ea	1	Inv.#2020-05-08-A/Pacific Dr, dtd 5/8/20	\$2.2500	\$900.00
420	ea	1	Inv.#2020-05-08-B/Richman, dtd 5/8/20	\$2.2500	\$945.00
350	ea	1	Inv.#2020-05-11-A/Orangethorpe, dtd 5/11/20	\$2.2500	\$787.50
230	ea	1	Inv.#2020-05-11-B/Raymond, dtd 5/11/20	\$2.2500	\$517.50
300	ea	1	Inv.#2020-05-11-C/Maple, dtd 5/11/20	\$2.2500	\$675.00
440	ea	1	Inv.#2020-05-12-A/Pacific Dr, dtd 5/12/20	\$2.2500	\$990.00
460	ea	1	Inv.#2020-05-12-B/Richman, dtd 5/12/20	\$2.2500	\$1,035.00
310	ea	1	Inv.#2020-05-13-A/Commonwealth, dtd 5/13/20	\$2.2500	\$697.50
330	ea	1	Inv.#2020-05-13-B/Valencia Pk, dtd 5/13/20	\$2.2500	\$742.50
290	ea	1	Inv.#2020-05-13-C/Woodcrest, dtd 5/13/20	\$2.2500	\$652.50
330	ea	1	Inv.#2020-05-14-A/Orangethorpe, dtd 5/14/20	\$2.2500	\$742.50
240	ea	1	Inv.#2020-05-14-B/Raymond, dtd 5/14/20	\$2.2500	\$540.00
250	ea	1	Inv.#2020-05-14-C/Maple, dtd 5/14/20	\$2.2500	\$562.50
410	ea	1	Inv.#2020-05-15-A/Pacific Dr, dtd 5/15/20	\$2.2500	\$922.50
420	ea	1	Inv.#2020-05-15-B/Richman, dtd 5/15/20	\$2.2500	\$945.00
330	ea	1	Inv.#2020-05-18-A/Orangethorpe, dtd 5/18/20	\$2.2500	\$742.50
380	ea	1	Inv.#2020-05-18-B/Raymond, dtd 5/18/20	\$2.2500	\$855.00
310	ea	1	Inv.#2020-05-18-C/Maple, dtd 5/18/20	\$2.2500	\$697.50
400	ea	1	Inv.#2020-05-19-A/Pacific Dr, dtd 5/19/20	\$2.2500	\$900.00
400	ea	1	Inv.#2020-05-19-B/Richman, dtd 5/19/20	\$2.2500	\$900.00
210	ea	1	Inv.#2020-05-20-A/Commonwealth, dtd 5/20/20	\$2.2500	\$472.50
330	ea	1	Inv.#2020-05-20-B/Valencia Pk, dtd 5/20/20	\$2.2500	\$742.50
280	ea	1	Inv.#2020-05-20-C/Woodcrest, dtd 5/20/20	\$2.2500	\$630.00

**Sales Tax:** \$0.00

**P.O. Total:** \$25,920.00

**Vendor Total:** \$25,920.00

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
<b>Positive Promotions, Inc.</b>	<b>220643</b>	<b>5/20/2020</b>	<b>5/20/2020</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
80	ea	1	Ashland Tobe Bag, #TB1838B	\$6.7900	\$543.20	
1	ea	1	Shipping charge	\$152.0900	\$152.09	
<b>Sales Tax:</b>						\$0.00
<b>P.O. Total:</b>						\$695.29
<b>Vendor Total:</b>						\$695.29

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
<b>California Industrial</b>	<b>220632</b>	<b>5/6/2020</b>	<b>5/6/2020</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	hr	1	Labor	\$125.0000	\$250.00	
1	ea	2	Service Charge	\$125.0000	\$125.00	
<b>Sales Tax:</b>						\$0.00
<b>P.O. Total:</b>						\$375.00
<b>Vendor Total:</b>						\$375.00

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
<b>Les Amis Restaurant &amp; Lounge</b>	<b>220627</b>	<b>4/30/2020</b>	<b>6/30/2020</b>		<b>4710</b>	<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
390	ea	1	Inv.#001029/Pacific Dr, dtd 5/4/20	\$2.0000	\$780.00	
570	ea	1	Inv.#001030/Richman, dtd 5/4/20	\$2.0000	\$1,140.00	
350	ea	1	Inv.#001031/Woodcrest, dtd 5/5/20	\$2.0000	\$700.00	
350	ea	1	Inv.#001032/Valencia Pk, dtd 5/5/20	\$2.0000	\$700.00	
270	ea	1	Inv.#001033/Commonwealth, dtd 5/5/20	\$2.0000	\$540.00	
340	ea	1	Inv.#001034/Orangethorpe, dtd 5/6/20	\$2.0000	\$680.00	
220	ea	1	Inv.#001035/Raymond, dtd 5/6/20	\$2.0000	\$440.00	
270	ea	1	Inv.#001036/Maple, dtd 5/6/20	\$2.0000	\$540.00	
390	ea	1	Inv.#001037/Richman, dtd 5/7/20	\$2.0000	\$780.00	
410	ea	1	Inv.#001038/Pacific Dr, dtd 5/7/20	\$2.0000	\$820.00	
290	ea	1	Inv.#001038/Woodcrest, dtd 5/8/20	\$2.0000	\$580.00	
340	ea	1	Inv.#001039/Valencia Dr, dtd 5/8/20	\$2.0000	\$680.00	
240	ea	1	Inv.#001040/Commonwealth, dtd 5/8/20	\$2.0000	\$480.00	
630	ea	1	Inv.#001041/Richman, dtd 5/11/20	\$2.0000	\$1,260.00	
430	ea	1	Inv.#001042/Pacific Dr, dtd 5/11/20	\$2.0000	\$860.00	
350	ea	1	Inv.#001043/Woodcrest, dtd 5/12/20	\$2.0000	\$700.00	
350	ea	1	Inv.#001044/Valencia Pk, dtd 5/12/20	\$2.0000	\$700.00	
290	ea	1	Inv.#001045/Commonwealth, dtd 5/12/20	\$2.0000	\$580.00	
340	ea	1	Inv.#001046/Orangethorpe, dtd 5/13/20	\$2.0000	\$680.00	
210	ea	1	Inv.#001047/Raymond, dtd 5/13/20	\$2.0000	\$420.00	
250	ea	1	Inv.#001048/Maple, dtd 5/13/20	\$2.0000	\$500.00	
370	ea	1	Inv.#001049/Pacific Dr. dtd 5/14/20	\$2.0000	\$740.00	
410	ea	1	Inv.#001050/Richman, dtd 5/14/20	\$2.0000	\$820.00	
250	ea	1	Inv.#001051/Woodcrest, dtd 5/15/20	\$2.0000	\$500.00	
310	ea	1	Inv.#001052/Valencia Pk, dtd 5/15/20	\$2.0000	\$620.00	
280	ea	1	Inv.#001053/Commonwealth, dtd 5/15/20	\$2.0000	\$560.00	
390	ea	1	Inv.#001054/Pacific Dr, dtd 5/18/20	\$2.0000	\$780.00	
600	ea	1	Inv.#001055/Richman, dtd 5/18/20	\$2.0000	\$1,200.00	
290	ea	1	Inv.#001056/Woodcrest, dtd 5/19/20	\$2.0000	\$580.00	
330	ea	1	Inv.#001057/Valencia Pk, dtd 5/19/20	\$2.0000	\$660.00	
240	ea	1	Inv.#001058/Commonwealth, dtd 5/19/20	\$2.0000	\$480.00	
400	ea	1	Inv.#001059/Orangethorpe, dtd 5/20/20	\$2.0000	\$800.00	
230	ea	1	Inv.#001060/Raymond, dtd 5/20/20	\$2.0000	\$460.00	

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Les Amis Restaurant & Lounge	220627	4/30/2020	6/30/2020		4710	<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
250	ea	1	Inv.#001061/Maple, dtd 5/20/20	\$2.0000	\$500.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$23,260.00
					<b>Vendor Total:</b>	\$23,260.00

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
The Simple Greek	220628	4/30/2020	6/30/2020		4712	<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
350	ea	1	Inv.#1/Woodcrest, dtd 5/4/20	\$2.0000	\$700.00	
350	ea	1	Inv.#2/Valencia Pk, dtd 5/4/20	\$2.0000	\$700.00	
270	ea	1	Inv.#3/Commonwealth, dtd 5/4/20	\$2.0000	\$540.00	
350	ea	1	Inv.#4/Orangethorpe, dtd 5/5/20	\$2.0000	\$700.00	
260	ea	1	Inv.#5/Raymond, dtd 5/5/20	\$2.0000	\$520.00	
250	ea	1	Inv.#6/Maple, dtd 5/5/20	\$2.0000	\$500.00	
400	ea	1	Inv.#7/Pacific Dr, dtd 5/6/20	\$2.0000	\$800.00	
440	ea	1	Inv.#8/Richman, dtd 5/6/20	\$2.0000	\$880.00	
290	ea	1	Inv.#9/Woodcrest, dtd 5/7/20	\$2.0000	\$580.00	
380	ea	1	Inv.#10/Valencia Pk, dtd 5/7/20	\$2.0000	\$760.00	
220	ea	1	Inv.#11/Commonwealth, dtd 5/7/20	\$2.0000	\$440.00	
370	ea	1	Inv.#12/Orangethorpe, dtd 5/8/20	\$2.0000	\$740.00	
250	ea	1	Inv.#13/Raymond, dtd 5/8/20	\$2.0000	\$500.00	
250	ea	1	Inv.#14/Maple, dtd 5/8/20	\$2.0000	\$500.00	
350	ea	1	Inv.#15/Woodcrest, dtd 5/11/20	\$2.0000	\$700.00	
340	ea	1	Inv.#16/Valencia Pk, dtd 5/11/20	\$2.0000	\$680.00	
270	ea	1	Inv.#17/Commonwealth, dtd 5/11/20	\$2.0000	\$540.00	
300	ea	1	Inv.#18/Maple, dtd 5/12/20	\$2.0000	\$600.00	
360	ea	1	Inv.#19/Orangethorpe, dtd 5/12/20	\$2.0000	\$720.00	
220	ea	1	Inv.#20/Raymond, dtd 5/12/20	\$2.0000	\$440.00	
400	ea	1	Inv.#21/Pacific Dr, dtd 5/13/20	\$2.0000	\$800.00	
410	ea	1	Inv.#22/Richman, dtd 5/13/20	\$2.0000	\$820.00	
340	ea	1	Inv.#24/Valencia Pk, dtd 5/14/20	\$2.0000	\$680.00	
230	ea	1	Inv.#25/Commonwealth, dtd 5/14/20	\$2.0000	\$460.00	
370	ea	1	Inv.#26/Orangethorpe, dtd 5/15/20	\$2.0000	\$740.00	
250	ea	1	Inv.#27/Raymond, dtd 5/15/20	\$2.0000	\$500.00	
250	ea	1	Inv.#28/Maple, dtd 5/15/20	\$2.0000	\$500.00	
370	ea	1	Inv.#23/Woodcrest, dtd 5/14/20	\$2.0000	\$740.00	
320	ea	1	Inv.#29/Woodcrest, dtd 5/18/20	\$2.0000	\$640.00	
350	ea	1	Inv.#30/Valencia Pk, dtd 5/18/20	\$2.0000	\$700.00	
230	ea	1	Inv.#31/Commonwealth, dtd 5/18/20	\$2.0000	\$460.00	
390	ea	1	Inv.#32/Orangethorpe, dtd 5/19/20	\$2.0000	\$780.00	
290	ea	1	Inv.#33/Raymond, dtd 5/19/20	\$2.0000	\$580.00	
240	ea	1	Inv.#34/Maple, dtd 5/19/20	\$2.0000	\$480.00	
390	ea	1	Inv.#35/Pacific Dr, dtd 5/20/20	\$2.0000	\$780.00	
420	ea	1	Inv.#36/Richman, dtd 5/20/20	\$2.0000	\$840.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$23,040.00
					<b>Vendor Total:</b>	\$23,040.00

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

\$ 72,822.49

CONSENT ITEM

**DATE:** June 9, 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 127778 THROUGH 128135 FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval is requested for warrant numbered 127778 through 128135 for the 2019/2020 school year. Warrants are issued by school districts as payment for goods and services.

<b>Fund</b>		<b>Amount</b>
01	General Fund	\$3,059,048.53
12	Child Development	\$24,386.66
25	Capital Facilities	\$119,372.13
68	Workers' Compensation	\$22,300.18
81	Property / Liability Insurance	\$60,499.84
<b>Total</b>		\$3,285,607.34

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

Funding: The total amount presented for approval is \$3,285,607.34 from funding sources reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 127778 through 128135 for the 2019/2020 school year.

RC:MG:yd

CONSENT ITEM

**DATE:** June 9, 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 14302 THROUGH 14341 FOR THE 2019/2020 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services warrants numbered 14302 through 14341 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 \$599,082.78, and is to be paid from Nutrition Services Budget.

Recommendation: Approve/Ratify Nutrition Services warrants numbered 14302 through 14341 for the 2019/2020 school year.

RC:MB:tg

CONSENT ITEM

**DATE:** June 9, 2020

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

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

**SUBJECT:** APPROVE MEMORANDUM OF UNDERSTANDING WITH AZUSA PACIFIC UNIVERSITY (APU) FOR PRACTICUM PLACEMENT AND FIELD EXPERIENCE EFFECTIVE JULY 1, 2020 THROUGH JUNE 30, 2025

Background: Azusa Pacific University (APU) is a fully accredited institution of higher education and long-time educational partner with the District. The current placement agreement with APU will expire on June 30, 2020. APU wishes to extend the agreement with Fullerton School District (FSD) to enable their students the opportunity to complete practicum assignments 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: Not applicable.

Recommendation: Approve Memorandum of Understanding with Azusa Pacific (APU) for practicum placement and field experience effective July 1, 2020 through June 30, 2025.

CH:nm  
Attachment



## MEMORANDUM OF UNDERSTANDING

**THIS AGREEMENT** entered into by and between **Azusa Pacific University**, hereinafter called the **UNIVERSITY** and Fullerton School District, hereinafter called the **DISTRICT**:

### WITNESSETH

**WHEREAS**, the governing board of a school district may enter into agreements with a college or university approved by the Commission on Teacher Credentialing (CTC) as a teacher education institution (Ed. Code Section 44227), to provide educational field experiences as may be called for in the requirements of the various authorized credentials for public school service; and

**WHEREAS**, any such agreement may provide for the payment in money or in services for the services rendered by the school district of an amount not to exceed the actual cost to the school district of the services rendered; and

**WHEREAS**, the University operates fully accredited educational programs for its candidates; and

**WHEREAS**, it is to the mutual benefit of the University and the District to make a program of educational fieldwork experiences available to the University's candidates at the District's facilities.

**NOW, THEREFORE**, it is mutually agreed upon between the parties as follows:

### GENERAL TERMS AND CONDITIONS

1. **Term.** The term of this agreement shall commence on **July 1, 2020** and terminate on **June 30, 2025**.
2. **Termination.** Notwithstanding anything herein contained to the contrary, either party may terminate this agreement with thirty (30) days written notice to the undersigned. In the event of early termination of this agreement, candidates who have not yet completed their K-12 Educational field experience assignment in the District may complete their assignment at the discretion of the University. Nothing in this agreement shall limit the right of the University, acting in its sole discretion, to remove a candidate from the K-12 setting at any time.

3. **Amendments.** The provisions of this agreement may be altered, changed, or amended, by mutual written consent of the parties hereto.

4. **Execution.** This agreement may be executed in one or more counterparts, all of which shall constitute one and the same document. Counterparts may be exchanged by facsimile or email. Each counterpart, whether an original signature or a facsimile copy, shall be deemed an original as against any Party who signed it.

5. **Insurance.**

a. The District shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees. The University shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees and candidates.

b. The District shall carry professional liability insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in the aggregate, for its employees and agents. The University shall carry professional liability insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in the aggregate, for its employees, agents, and candidates. The District shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees and agents. The University shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees, agents, and candidates.

c. The District maintains proof of all insurance coverage and will provide said proof to the University upon request. The University maintains proof of all insurance coverage and will provide said proof to the District upon request.

d. The employment status of candidates and the responsibility for insurance coverage for candidate activities depends upon the status of the candidates as set forth below:

i. Candidates Participating in Unpaid K-12 Educational Field Experience not at Candidate's Place of Employment: If the University's candidates are participating in an unpaid K-12 educational field experience not at his or her place of employment, it is understood that the University's candidates are fulfilling specific requirements for field experiences as part of a degree or credential program requirement, and therefore, the University's candidates do not thereby become employees of the District by virtue of their field experience. The University shall be responsible for providing insurance coverage for such candidates, pursuant to Sections 5.a and 5.b of this agreement.

ii. Candidates Participating in Unpaid K-12 Educational Field Experience at Candidate's Place of Employment: If the University's candidates are participating

in an unpaid internship or field experience at his or her place of employment, it is understood by that the University and the District shall keep the field experience and work duties of the University's candidates strictly separate. The University shall be responsible for providing insurance coverage for such candidates' field experience pursuant to Section 5.a and 5.b of this agreement. The District shall be responsible for providing insurance coverage for such candidates' activities as a District employee pursuant to Section 5.a and 5.b of this agreement.

iii. Candidates Participating in Paid K-12 Educational Field Experience: If the University's candidates are provided with a nominal stipend from the District intended to reimburse them for estimated expenses related to their field experience, the University's candidates do not thereby become employees of the District, and the University shall be responsible for providing insurance coverage for such candidates pursuant to Sections 5.a and 5.b of this agreement; however, the District shall be responsible for issuing a Form 1099 reporting the stipend to the Internal Revenue Service. If, however, the University's candidates are paid by the District for their services, then they become employees of the District, and the District is responsible for all employee obligations and for insuring the activities of such candidates under Section 5.a and 5.b of this agreement.

## 6. **Confidentiality.**

a. All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the District or the project shall remain strictly confidential and shall not be disclosed without consent of the District. The University agrees to notify candidates that they are responsible for respecting and maintaining the confidentiality of all information with respect to all students of the District.

b. The University and the District agree to comply with the Family Educational Rights and Privacy Act (FERPA) of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education to the end that the rights and privacy of the students enrolled in the District and of their parents are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill assignments or contractual obligations with the District. The provisions of the Family Educational Rights and Privacy Act of 1974 include, but are not limited to ensuring that (a) no identification of students or their parent(s)/guardian(s) by persons other than representatives of the University and required persons performing activities mandated by the California Department of Education, California Commission on Teacher Credentialing (i.e. auditors) is permitted; (b) the individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained; (c) no access to individual student data shall be granted by the University to any other persons, agency, or organization without the written consent of the pupil's parent/guardian, except for sharing with other persons within the District or representatives of the University, so long as those

persons have a legitimate interest in the information; (d) the District will not disclose the candidate records of the University's candidates except to University and District officials who have a legitimate need for the information consistent with their official responsibilities.

7. **Non-Discrimination.** The University and the District agree to make no distinction among candidates covered by this agreement on the basis of race, color, religion, national origin, gender, age, disability, or status as a veteran.

8. **Transportation of Students.** Neither the University nor the District will provide transportation for candidates between the University and the District school. Each candidate shall be responsible for his or her transportation.

9. **Scope of Authority.** The District shall exercise exclusive control over the administration, operation, maintenance and management of the District and its schools, and the University's candidates while they are in residence at the District. Subject thereto, the University shall exercise control and supervision over the operation, curriculum, faculty and candidates of the University within the prescribed framework.

10. **Indemnification.**

a. The University shall indemnify, save and hold harmless the District, its officers, directors, and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorney's fees) that may arise out of negligent acts or omissions of the University, and its trustees, officers, directors, candidates and employees during the course and scope of a University candidate's clinical training.

b. The District shall indemnify, save and hold harmless the University, its officers, directors, and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorney's fees) that may arise out of negligent acts or omissions of the District, and its trustees, officers, directors, or employees during the course and scope of a University candidate's clinical training.

11. **Scope of Work.**

**TEACHER EDUCATION FIELD EXPERIENCE**

"Field Experience" as used herein refers to eight-week periods in which a Teacher Candidate, enrolled in Field Experience-embedded courses in the university teacher preparation program, observes and interacts with students in small group settings and may have limited whole class involvement under the direct supervision and instruction of one or more classroom Host Teachers. With the guidance of the classroom Host Teacher, the Teacher Candidate will be

required to teach no fewer than one and no more than four independent lessons to individual K-12 students and/or in a small group setting of no more than 10 students. With the guidance of the classroom Host Teacher, the Teacher Candidate will be required to administer informal and formal assessments to individual K-12 students and/or small groups of no more than 10 students during their Field Experience in an effort to fulfill course assignment purposes only. The Teacher Candidate may be required to observe in a variety of settings to meet course expectations and will document a minimum of 15 hours of Field Experience per each Field Experience-embedded course. Field Experience is not commensurate with Student Teaching or culminating Clinical Practice.

Field Experience is to be completed under the direct supervision of a Host Teacher(s) who currently hold(s) a valid Clear Teaching Credential in the content area for which they are providing supervision and have a minimum of three years of content area K-12 teaching experience. It is the expectation that the classroom where Teacher Candidates complete Field Experience will consist of K-12 students and include students who are English Learners, students on an IEP or 504 Plan, students who qualify for GATE, and/or students from an underserved group. The classroom curriculum must align with California's adopted content standards and frameworks. During Field Experience, the Host Teacher may be requested to review and provide feedback on course assignments (e.g., lesson plans). At the conclusion of the Field Experience, the Host Teacher(s) will be asked to complete a short disposition rating scale on the Teacher Candidate's disposition and performance during the Field Experience hours, and a form verifying the hours completed by the Teacher Candidate within the Host Teacher's classroom.

The University will ensure that Teacher Candidates who participate in Field Experience have met the California Basic Skills requirement, (b) possess a valid certificate of clearance or other valid CTC document, and (c) are currently enrolled in a Field Experience-embedded course.

The University will provide support to the Teacher Candidate through the direction and discussion provided within the Field Experience-embedded course. Assignments directly related to the Teacher Candidate's Field Experience, in the form of reflection logs and written assignments, will be required and evaluated by the University course instructor.

### **TEACHER EDUCATION STUDENT TEACHING**

“Student teaching” as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District (a) holding a valid Clear Teaching Credential in the content area for which they are providing supervision and (b) have a minimum of three years of content area K-12 teaching experience. The district-employed supervisor must have demonstrated exemplary teaching practices as determined by the District and University. It is preferable that the district-

employed supervisor (i.e., Master Teacher) not have additional district or school based assignments that cause them to be absent from the classroom for extended periods of time.

The University shall provide district-employed supervisors a minimum of 2 hours of initial orientation to the program curriculum, and access to a minimum of 8 hours of training related to effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices.

The District agrees to provide a supported teaching experience in District classrooms for Teacher Candidates who are assigned by the University to student teaching. Classrooms where Teacher Candidates complete student teaching must include K-12 students who are English Learners, on an IEP or 504 Plan, qualify for GATE, and/or students from an underserved group. The District will provide Education Specialist Teacher Candidates opportunities for guided observations, co-planning, co-teaching, and guided teaching in both general education and special education classrooms during the first eight weeks of the student teaching experience (i.e., Clinical Practice I). Such student teaching shall be provided in such schools and classes of the District and under the direct supervision and instruction of such employees of the District, as the District and the University through their duly authorized representatives may agree upon. It is understood that the matching of a Teacher Candidate and a district-employed supervisor must be a collaborative process between the school district and the university.

The University shall ensure student teacher placement in locations where the Teacher Candidate is able to video capture his/her teaching with K-12 students for the purposes of implementing the video requirement for the California Teaching Performance Assessment (CalTPA), observations, and instructional reflection. The University requires Teacher Candidates to affirm that they follow all applicable video policies of the District. The District recognizes the importance of facilitating placements that allow Teacher Candidates to complete the California Teaching Performance Assessment (CalTPA), and has necessary policies and procedures in place related to the appropriate use of video for instruction and assessment. The District recognizes that the Teacher Candidate may use video capture to record their classroom instruction and submit it in a FERPA-compliant platform for review as part of the University Mentor observation and formative feedback process, and University instructional reflection.

The District may, for good cause, refuse to accept any Teacher Candidate of the University assigned to student teaching in the District. Upon request of the District, made with good cause, the University shall terminate the student teaching assignment of said Teacher candidate.

The University will ensure that Teacher Candidates who participate in student teaching (a) meet the California Basic Skills requirement, (b) demonstrate Subject Matter Competence (or 4/5 of subject matter competence for undergraduates in an approved Subject Matter Preparation Program), (c) meet the U.S. Constitution requirement, (d) possess a valid certificate of clearance

or other valid CTC document, and (e) have a negative TB test within 2 years of the end date of the student teaching assignment.

“Full-time student teaching” is an assignment for the regular school day (at least seven hours) for 16 weeks and includes all duties normally performed by a teacher. The 16-week period aligns with the University’s Fall and Spring semesters.

At the elementary level, a full-time assignment is a full school day (at least seven hours) for eight weeks in a primary (K-3) classroom and eight weeks in an intermediate (4-6) classroom. The University will pay the District for performance by the district-employed supervisor of all services required at a rate of one hundred dollars (\$100) per eight-week term for each full-time student teacher placed within the District.

At the secondary level, a full-time assignment is a full school day (at least seven hours) with a minimum of four periods of student teaching, one period of planned observation, and one preparation period for 16 weeks. The University will pay the District for performance by the district-employed supervisor of all services required at the rate of two hundred dollars (\$200) per sixteen-week term for each full-time student teacher placed within the District.

For special education, a full-time assignment is a full school day (at least seven hours) in an appropriate mild/moderate or moderate/severe setting for 16 weeks. The University will pay the District for performance by the district-employed supervisor of all services required at the rate of two hundred dollars (\$200) per sixteen-week term for each full-time student teacher placed within the District.

An assignment of a Teacher Candidate to student teaching in schools or classes of the District shall be, at the discretion of the University for approximately one semester with a Fall semester occurring approximately from the end of August to the middle of December and a Spring semester occurring approximately from the beginning of January to the beginning of May.

Within a reasonable time following the close of each assignment, the University will send a Master Teacher Stipend Summary Sheet to the District and the District shall submit an invoice, to the University for payment, at the rate provided herein, for all student teaching assignments provided by the District under and in accordance with this agreement during said semester.

### **TEACHER EDUCATION INTERN TEACHING**

“Intern teaching” as used herein and elsewhere in this agreement means active participation in a teacher internship program (i.e Intern Program) pursuant to California Education Code Section 44450 whereby University Teacher Candidates may be placed as Intern Teacher Candidates (i.e.

Interns) in District Schools, working under an Intern Credential. An Intern is authorized to assume the functions authorized by the appropriate Multiple Subject, Single Subject, or Education Specialist Credential provided that the Intern's services meet the instructional needs of the participating district, the Intern does not displace other certificated employees in the participating district, and this agreement meets with the District's contractual specifications with certificated employees. The District shall ensure no Intern will have his/her salary reduced by more than one-eighth of the total contracted pay to cover costs of site supervision. The salary of the Intern shall not be less than the minimum base salary paid regularly certificated teacher in similar positions.

The District will assign each Intern a mentor/support provider (i.e. district-employed supervisor) who will be responsible for overseeing and offering support to the Intern throughout the Intern teaching period. The District agrees to provide to the University the name of the district-employed supervisor for each term. The district-employed supervisor must (a) hold a valid corresponding Clear or Life credential, (b) have completed a minimum of three years of successful teaching experience, (c) have EL Authorization if he/she is providing supervision and support to an Intern who does not have EL Authorization.

The University shall provide district-employed supervisors a minimum of 2 hours of initial orientation to the program curriculum, and access to a minimum of 8 hours of training related to effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices.

The District must ensure sufficient resources are provided including dedicated time for district-employed mentor/support providers to work with the Interns within the school day. This dedicated time is to 1) assess necessary support for the Intern, 2) deliver appropriate support/mentoring and supervision for the Intern and 3) provide feedback to APU (e.g. Midpoint and Final Surveys).

The University will ensure Teacher Candidates in the Intern Program hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and (a) meet the California Basic Skills requirement, (b) demonstrate Subject Matter Competence, (c) meet the U.S. Constitution requirement, (d) possess a valid certificate of clearance or other valid CTC document, (e) have completed the required Pre-service Training.

The University will assign a University program supervisor (i.e. University Mentor) to support the Intern who will work cooperatively with the district personnel designated above. The University Mentor will confer with both the site administrator and the district-employed mentor/support provider for the Intern. The University Mentor will meet the following minimum qualifications of (a) current knowledge in the content area of the candidate; (b) the ability to model best professional practices in teaching learning, scholarship, and service; (c) knowledge about diverse abilities, cultural, language, ethnic, and gender diversity; and (d) understand the

context of public schools and have a thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools.

The employing district will develop and implement a Professional Development Plan for the Intern, which will include an annual evaluation. For Interns teaching in inclusive kindergarten through 6th grade settings, the Professional Development Plan must include instruction during the first semester of service, which includes child development and teaching methods, as well as, special education programs for pupils with mild and moderate disabilities. The University will make available description of the courses to be completed by the Intern.

The District and the University will work in partnership to provide a minimum of 144 hours of support/mentoring and supervision to each Intern each school year. Interns without an EL authorization will also be provided 45 hours of EL support. The District will provide approximately 2/3 of the support/mentoring and supervision to include but not limited to the following: content specific coaching; grade level or department meetings; new teacher orientation; coaching from an administrator; co-planning with a special educator or English learner expert to address special needs or English learner students; demonstration lessons or co-teaching activities with a mentor/support provider, coach or supervisor; Intern observation of other teachers and classrooms; editing work-related writing; professional learning communities activities addressing issues in the Intern's classroom; OR other support and supervision activities. The University will provide approximately 1/3 of the support/mentoring and supervision to include but not limited to the following: University Mentor support, seminars, peer/faculty support; classroom observations and coaching; Intern observation of other teachers and classrooms; email, phone, and/or video conferencing support related to observations, problem-solving, planning curriculum, and/or instruction; professional literature/research discussion groups facilitated by appropriately credentialed program faculty; OR other support and supervision activities. The University is responsible for documentation of support/mentoring and supervision.

The District and the University agree to the allocation of additional personnel, time, and resources for individuals who have not yet earned an English Learner authorization. The participating District will identify an individual who is immediately available to assist Interns with planning lessons that are appropriately designed and differentiated for ELs, for assessing language needs and progress, and to support language accessible instruction. This District employee must have an EL authorization.

The University shall ensure Intern assignments take place in locations where the Intern is able to video capture his/her teaching with K-12 students for the purposes of implementing the video requirement for the California Teaching Performance Assessment (CalTPA), observations, and instructional reflection. The University requires Interns to affirm that they follow all applicable video policies of the District.

The District recognizes the importance of facilitating placements that allow Interns to complete the California Teaching Performance Assessment (CalTPA), and maintains necessary policies and procedures in place related to the appropriate use of video for instruction and assessment. The District recognizes that the Intern may use video capture to record their classroom instruction and submit it in a FERPA-compliant platform for review as part of the University Mentor observation and formative feedback process, and University instructional reflection.

The District and the University agree to share information, as needed, on the performance of the Intern in order to provide additional support or supervision.

### **SCHOOL COUNSELING & SCHOOL PSYCHOLOGY PRACTICUM**

“Practicum” as used herein refers to the hours that a candidate, enrolled in practicum-embedded course(s) in the University program, develops skills learned in previous and current courses under the supervision of a site supervisor working in a K-12 setting.

Practicum is to be completed under the direct supervision of a District employee who currently holds a Pupil Personnel Services (PPS) Credential with an authorization in school psychology or school counseling and has a minimum of three years full time experience as a School Counselor, Clinical Counselor, or School Psychologist.

For School Counseling candidates, it is the expectation that candidates are required to meet one-on-one with a client who is 12 to 18 years of age for six 30-minute sessions to gain experience developing counseling relationships through the application of counseling skills. Additionally, candidates should complete direct, as well as, indirect counseling experience in clinical settings working with other clients.

For School Psychology candidates, it is the expectation that candidates are required to observe the administration of and practice the administration of psychoeducational assessments, as well as, participate in the writing of reports and IEP meetings.

The University will ensure candidates who participate in practicum have met the requirements of (a) proof of completion of Mandated Reporter training; (b) proof of negative TB testing; and (c) a valid CTC document, which includes a fingerprint and background check. Candidates will be informed that a District has the authorization to require additional documentation before beginning their practicum assignment.

The District recognizes the importance of facilitating Practicum placements that will enhance the candidates’ confidence as a professional counselor or psychologist. Settings for School Counselors should build basic counseling skills which include body language, listening, and

development of trust with clients. Settings for School Psychologists should build basic assessment, counseling, and consultation skills.

The University agrees to appoint a faculty member as a University Supervisor to administer the University's responsibilities related to the Program and oversee the candidates' Practicum experience at the District. The University Supervisor shall be responsible for ongoing communication with the District.

The District agrees to assume ultimate responsibility for the counseling services provided to students and the psycho-educational assessments administered to students, as well as, the delivery of results through reports and IEP meetings.

### **SCHOOL COUNSELING & SCHOOL PSYCHOLOGY FIELDWORK**

"Fieldwork" as used herein refers to the hours that a candidate, enrolled in fieldwork course(s) in the University program, develops and practices skills learned in previous and current courses under the supervision of a university supervisor and a site supervisor working in a K-12 setting.

The District agrees to appoint a District employee as a District Representative to administer the District's responsibilities related to the Program and collaborate with the Fieldwork and Internship Coordinator for School Counseling and School Psychology in implementing the candidate's fieldwork at the District.

The District Representative shall be responsible for on-going communication with the University, as well as the designation of District employees to serve as site supervisors responsible for direct supervision of assigned candidates. District employees designated as site supervisors shall meet the CTC criteria for supervising students. School Psychology site supervisors must have a current Pupil Personnel Services (PPS) credential with an authorization in school psychology and a minimum of three years full-time experience as a school psychologist. School Counseling site supervisors must have a current PPS credential with an authorization in school counseling and a minimum of three years full-time experience as a school counselor. In the absence of the site supervisors so designated, suitable alternate persons will be designated and available.

The District Representative and site supervisors shall be granted with sufficient time to supervise, plan and implement the fieldwork including, when feasible, time to attend relevant meetings and conferences.

The District shall (a) support continuing education and professional growth and development of those staff members of the District responsible for supervision of assigned candidates; (b) provide the physical facilities and equipment necessary to conduct the fieldwork; (c) provide assigned candidates, whenever possible, with the use of library facilities, reasonable study and

storage space; (d) make available to the University a written description of the planned educational program (including objectives) to be followed during fieldwork; (e) advise the University of any changes in its personnel, operations or policies which may affect the fieldwork; (f) permit inspection by the University of the facilities, services available for learning experiences, candidate records, and other items pertaining to the fieldwork; (g) determine the number of candidates which the District can accommodate during a given period of time and accept only the number of students which the District can accommodate; and (h) provide access to the University and its candidates the applicable District rules and regulations with which they are expected to comply.

The University will provide a valid and reliable assessment that the District will use to assess the candidate's competence, a minimum of twice, at the mid-point and at the conclusion of fieldwork. The completed assessment will be forwarded to the University after each administration of the assessment and upon the conclusion of each candidate's fieldwork. Notice will be provided to the University, as soon as practical and at least by mid-term of a candidate's fieldwork, of any serious deficiency noted in the ability of the candidate to progress toward achievement of the stated objectives of the field experience. The District shall otherwise have the right to terminate any candidate whose health or performance is a detriment to any student's well-being or to achievement of the stated objectives of the candidate's field experience. Prior to such termination, the District shall notify the University's Fieldwork and Internship Coordinator.

The University agrees to appoint a faculty member as Fieldwork and Internship Coordinator to administer the University's responsibilities related to the Program and oversee the candidates' fieldwork at the District. The Fieldwork and Internship Coordinator shall be responsible for ongoing communication with the District.

The University agrees to assume responsibility for assuring compliance with applicable educational standards established by the California Commission on Teacher Credentialing (CTC), Council for the Accreditation of Educator Preparation (CAEP), and National Association of School Psychologists (NASP).

The University agrees to notify the District, at a time mutually agreed upon, of its planned schedule of candidate assignments, including each candidate's name, level of academic preparation, and length and date of the fieldwork. The University shall refer to the District only those candidates who have satisfactorily completed the prerequisite didactic portion of the curriculum.

The University agrees to advise assigned candidates regarding appropriate health and professional liability insurance. All candidates will be covered by the University's group professional liability insurance as required by the terms of this agreement.

The University shall ensure candidates who participate in fieldwork have met the requirements of (a) proof of completion of Mandated Reporter training; (b) proof of negative TB testing; and (c) a valid CTC document, which includes a fingerprint and background check. Candidates will be informed that a District has the authorization to require additional documentation before beginning their fieldwork assignment.

The University agrees to require assigned candidates to comply with existing pertinent rules and regulations of the District and all reasonable directions given by qualified District personnel during periods of fieldwork assignment and while on District premises.

The University and the District agree to establish the educational objectives for the Program, devise methods for their implementation, and continually evaluate the Program to determine its effectiveness.

### **SCHOOL COUNSELING & SCHOOL PSYCHOLOGY INTERN**

The Intern School Counselor or School Psychologist is approved to assume the functions authorized by the Pupil Personnel Services School Counseling or School Psychology Intern Credential provided that the Intern's services meet the needs of the participating district, the Intern does not displace other certificated employees in the participating district, and this agreement meets with the District's contractual specifications with certificated employees.

The University shall ensure candidates in the Intern Program hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and have satisfied the additional requirement of meeting the California Basic Skills requirement, most commonly met by the passage of the CBEST assessment, have proof of completion of Mandated Reporter training, have proof of negative TB testing, and are enrolled in internship courses in the University program.

The University shall provide a University supervisor to work cooperatively with the Intern School Counselor or School Psychologist and site supervisor.

The University will provide a valid and reliable assessment that the District will use to assess the Intern's competence, a minimum of twice, at the mid-point and at the conclusion of the Internship. The completed assessment will be forwarded to the University after each administration of the assessment and upon completion of the Internship. Notice will be provided by the District to the University, as soon as practical and at least by mid-term of a candidate's Internship, of any serious deficiency noted in the ability of the Intern to progress toward achievement of the stated objectives of the Internship.

The District shall authorize a District employee who currently holds a Pupil Personnel Services (PPS) Credential with an authorization in school psychology or school counseling and has a minimum of three years full time experience as a School Counselor or School Psychologist to supervise the Intern candidate. The site supervisor shall be granted with sufficient time to supervise, plan, and implement the Internship, including, when feasible, time to attend relevant meetings and conferences.

The District shall (a) support continuing education and professional growth and development of staff members of the District responsible for supervision of assigned Interns; (b) provide the physical facilities and equipment necessary to conduct the Internship; (c) advise the University of any changes in its personnel, operations, or policies which may affect the Internship; (d) permit inspection by the University of the facilities, services available for learning experiences, candidate records, and other items pertaining to the Internship; and (e) provide access to the University and its candidates the applicable District rules and regulations with which they are expected to comply.

The District shall ensure no Intern School Counselor or School Psychologist will have his/her salary reduced by more than one-eighth of the total contracted pay to cover costs of site supervision. The salary of the Intern School Counselor or School Psychologist shall not be less than the minimum base salary paid regularly certificated personnel in similar positions.

The District agrees that the Intern School Counselor or School Psychologist will remain an employee of the District for the term of the issued Intern Credential or completion of the program, whichever occurs first.

The District shall ensure that the Intern School Counselor or School Psychologist does not displace other certificated Pupil Personnel Services employees in the District.

The following signatures hereby indicate approval of this agreement:

Azusa Pacific University

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

Name: Anita Fitzgerald Henck

Title: Dean, School of Education

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

Azusa Pacific University

School of Education

P.O. Box 7000

Fullerton School District

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

CONSENT ITEM

**DATE:** June 09, 2020

**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services

**PREPARED BY:** Laurie Bruneau, Director of Risk Management

**SUBJECT:** **APPROVE CONTRACT WITH VENTURE PACIFIC INSURANCE COMPANY TO PROVIDE WORKERS' COMPENSATION EXCESS INSURANCE COVERAGE FOR 2020/2021**

Background: The current excess workers compensation insurance policy ends on June 30, 2020. For 2019/2020, the District is self-insured and purchased excess coverage for claims exceeding \$1,000,000 combined with a \$250,000 cash flow protection cap per claim. The policy in 2019/2020 protected the District to a limit of \$25,000,000. Staff recommends renewing excess workers' compensation coverage for 2020/2021.

Rationale: Excess workers' compensation insurance protects the District in the event of a serious injury to an employee in amounts over the self-insured maximum amount.

Funding: Cost not to exceed \$95,778 from Workers' Compensation Fund (68).

Recommend: Approve contract with Venture Pacific Insurance to provide workers' compensation excess insurance coverage for 2020/2021.

CH:LB:lc  
Attachment



**VENTURE PACIFIC**  
INSURANCE SERVICES



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## INSURANCE PROPOSAL

Prepared for:  
**Fullerton School District**

May 12, 2020  
This proposal is valid until July 1, 2020

**877.886.1796**  
VPISRisk.com

Presented by:  
**Venture Pacific Insurance Services**  
**License Number OD10299**  
111 Corporate Drive #200  
Ladera Ranch, CA 92694

This document summarizes the proposal for your insurance. This is not a contract. The terms of the policy forms will control the insurance contract without regard to any statement made in this proposal.

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*Venture Pacific Insurance Services (VPIS) is a turnkey solution to all your insurance needs.*

## Agency Contacts

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Account Executive		
<b>Kirsten Rosen</b>		
	Phone:	(949) 421-3534
	Email:	krosen@vpisrisk.com

Account Executive		
<b>Curtis S Barton</b>		
	Phone:	(949) 421-3521
	Email:	cbarton@vpisrisk.com

Account Manager		
<b>Cindi Johnson</b>		
	Phone:	(949) 421-3550
	Email:	cjohnson@vpisrisk.com

Employee Benefits Practice Leader		
<b>John Dudek</b>		
	Phone:	949-421-3543
	Email:	jdudek@vpisrisk.com

Controller		
<b>Michele Gray</b>		
	Phone:	949-421-3527
	Email:	mgray@vpisrisk.com

Office Coordinator		
<b>Kirsten Rosen</b>		
	Phone:	949-421-3534
	Email:	krosen@vpisrisk.com

## Location Schedule

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Address	City	State	Zip Code
1401 West Valencia Drive.	Fullerton	CA	92833
389 W. Truslow	Fullerton	CA	92833
1200 North Acacia Avenue	Fullerton	CA	92831
780 Beechwood Avenue	Fullerton	CA	92835
2200 E. Commonwealth Avenue	Fullerton	CA	92831
1400 West Fern Drive	Fullerton	CA	92833
732 Barris Drive	Fullerton	CA	92832
400 East Hermosa Drive	Fullerton	CA	92835
1700 East Wilshire Avenue	Fullerton	CA	92831
300 Laguna Road	Fullerton	CA	92835
244 East Valencia Drive	Fullerton	CA	92832
1100 W. Olive Avenue	Fullerton	CA	92833
1400 S. Brookhurst Road	Fullerton	CA	92833
1501 W. Valencia Drive	Fullerton	CA	92833
1710 Rosecrans Avenue	Fullerton	CA	92833
517 N. Raymond Avenue	Fullerton	CA	92831
700 S. Richman Avenue	Fullerton	CA	92832
1460 E. Rolling Hills Drive	Fullerton	CA	92835
2030 Sunset Lane	Fullerton	CA	92833
3441 W. Valencia Drive	Fullerton	CA	92833
455 W. Baker Avenue	Fullerton	CA	92832
1350 Starbuck	Fullerton	CA	92833

## Workers' Compensation / Employers Liability

Insurance Company: Star Insurance Company  
 AM Best Rating: "A- X"  
 Proposed policy period: 7/1/2020 to 7/1/2021

### Named Insured

First Named Insured
Fullerton School District

Additional Named Insureds
Fullerton School District

### Coverage Detail

Limits of Liability	Description
\$25,000,000	Employers Liability: Each Accident
\$1,000,000	Employers Liability: Occurrence
\$1,000,000	Employers Liability: Aggregate
Included	Workers Compensation: Statutory Benefit
\$1,000,000	Retention

### Billing / Audit Information

Description	Selection
Payment Plan	Annual
Down Payment Percentage	100%
Down Payment	\$95,778
Audit Interval	At Expiration
Minimum Premium	90% of Deposit

- Terms require quarterly claims reporting
- Cash Flow Protection (4670 WC0807) with a Per-Occurrence, Per-Year Paid loss retention of \$250,000 is included in the rate shown above

# Workers' Compensation – Basis of Premium

## Locations & Classifications

St	Code	Description	Payroll	Base Rate	Net* Rate	Premium
Loc #: 1		1401 W. Valencia Drive • Fullerton, CA 92833				
CA		Public School District	\$94,736,164	0.1011		\$95,778.00
<b>California</b>						

**\* Net Rates are Base Rates with all credit/debits applied.  
 Net Rates do not include state taxes & fees.**

**California Short Rate Cancellation fee can be up to 100% of one-year premium.**

## Forms & Endorsements

Loc #	Description
Policy	WCFormEndorsement1 - Employer's Liability Policy Limit Endst. Cash Flow Protection Endorsement- \$250,000 CASH FLOW PROTECTION
	Terrorism Premium Endt (WC990603 0215)
	Employers Liability (4658 WC0807)
	California Changes (4713 WC1007)
	Late Reporting Endt (4675 WC0807)
	Voluntary Compensation (4666 WC0807)
	Cash Flow Protection (4670 WC0807)

## Workers' Compensation – Important Notice

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### CA Short Rate Cancellation Penalty Disclosure

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The California Legislature enacted law AB2404 for 2012 modifying the California Insurance Code section 481(c) (1). The change requires Workers Compensation carriers to disclose their short rate cancellation fee or penalty at the time of quoting.

"Any insurance policy that includes a provision to refund premium other than on a pro rata basis, including the assessment of cancellation fees, shall disclose that fact in writing, including the actual or maximum fees or penalties to be applied, which may be stated in the form of percentages of the premium. The disclosure shall be provided prior to, or concurrent with, the application and prior to each renewal to which the policy provision applies. For purposes of this section, a workers' compensation insurer, as defined, may provide the disclosure with the quote prior to the consumer accepting the quote. Disclosure shall not be required if the policy provision permits, but does not require, the insurer to refund premium other than on a pro rata basis, and the insurer refunds premium on a pro rata basis."

The CA Short Rate penalty is a percent of the full term premium based on the number of days of coverage in the canceled policy. Example:

### Example of standard NCCI Short Rate Cancellation applied

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California Canceled Policy Term:	100 days
Earned Premium for 100 days:	\$12,000
Factor to annualize the Earned Premium	3.65 (365/100)
Annualized Premium	\$43,800 (\$12,000 x 3.65)
Short Rate %:	38% (based on 100 day term in the table below)
Short Rate Penalty:	\$4,644 (\$43,800 x 38% = \$16,644; \$16,644 - \$12,000)
Billed Final Audit Premium:	\$16,644 (\$12,000 earned + \$4,644 penalty)

# Workers' Compensation – Important Notice

## Standard NCCI Short Rate Cancellation Table

Extended Number of Days 1		Percent of Full Policy Premium 5%	Extended Number of Days 95-98		Percent of Full Policy Premium 37%	Extended Number of Days 219-223		Percent of Full Policy Premium 69%
2		6%	99-102		38%	224-228		70%
3-4		7%	103-105		39%	229-232		71%
5-6		8%	106-109		40%	233-237		72%
7-8		9%	110-113		41%	238-241		73%
9-10		10%	114-116		42%	242-246	(8 mo.)	74%
11-12		11%	117-120		43%	247-250		75%
13-14		12%	121-124	(4 mo.)	44%	251-255		76%
15-16		13%	125-127		45%	256-260		77%
17-18		14%	128-131		46%	261-264		78%
19-20		15%	132-135		47%	265-269		79%
21-22		16%	136-138		48%	270-273	(9 mo.)	80%
23-25		17%	139-142		49%	274-278		81%
26-29		18%	143-146		50%	279-282		82%
30-32	(1 mo.)	19%	147-149		51%	283-287		83%
33-36		20%	150-153	(5 mo.)	52%	288-291		84%
37-40		21%	154-156		53%	292-296		85%
41-43		22%	157-160		54%	297-301		86%
44-47		23%	161-164		55%	302-305	(10 mo.)	87%
48-51		24%	165-167		56%	306-310		88%
52-54		25%	168-171		57%	311-314		89%
55-58		26%	172-175		58%	315-319		90%
59-62	(2 mo.)	27%	176-178		59%	320-323		91%
63-65		28%	179-182	(6 mo.)	60%	324-328		92%
66-69		29%	183-187		61%	329-332		93%
70-73		30%	188-191		62%	333-337	(11 mo.)	94%
74-76		31%	192-196		63%	338-342		95%
77-80		32%	197-200		64%	343-346		96%
81-83		33%	201-205		65%	347-351		97%
84-87		34%	206-209		66%	352-355		98%
88-91	(3 mo.)	35%	210-214	(7 mo.)	67%	356-360		99%
92-94		36%	215-218		68%	361-365	(12 mo.)	100%

## Workers' Compensation Coverage Descriptions

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When this coverage is included the following explanations apply.

### Workers' Compensation Insurance

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This coverage agreement obligates the insurer to pay all compensation and other benefits required of the insured by the workers' compensation law or occupational disease law of any state listed in the policy. The coverage applies to bodily injury by accident and by disease.

Coverage (A) shows no dollar limit for the benefits provided since any applicable limits would be those established within the law. Benefits under coverage (A) are paid to the employee without regard to fault.

### Employers Liability

---

This coverage protects employers for their legal liability for bodily injury by accident or disease to an employee arising out of and in the course of the employee's employment when not covered under the workers' compensation law. Before benefits are paid under this coverage, the employee must prove the employer is liable for the injury.

#### **Bodily Injury By Accident**

This amount is the most an insurer will pay under coverage (B) for all claims arising from any one accident, regardless of how many employees are involved in the accident. The standard limit is \$100,000 for any one accident, which can be increased.

#### **Bodily Injury By Disease (Policy Limit)**

This is the aggregate limit the insurer will pay under coverage (B) for all claims sustaining bodily injury by disease during the policy period. The standard policy limit is \$500,000, which can be increased.

#### **Bodily Injury By Disease (Each Employee)**

This amount is the most an insurer will pay under coverage (B) for damages due to bodily injury by disease to any one employee. The standard limit of liability for each employee is \$100,000, which can be increased.

### Other States Insurance

---

This provides workers' compensation coverages if the insured expands operations into other states not declared at the time the policy is issued or renewed. If the insured elects this coverage and operations begin in a state listed under other states, the insurer provides the same coverage as if the state was declared in the policy at the time of policy issuance.

## **Voluntary Compensation Endorsement**

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Workers' compensation laws of most states exempt some types of employment from workers' compensation benefits. This endorsement amends the standard policy to provide coverage for employees with exempted occupations from the workers' compensation act. When the endorsement is added it does not make employees subject to the workers' compensation law, but it obligates the insurance company to pay on behalf of the insured, an amount equal to the compensation benefits that would be payable to those employees if they were subject to the workers' compensation law of that state.

## **United States Longshore & Harbor Workers Endorsement (USL&HW)**

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This is a federal act which is similar to the state workers' compensation act. The federal act was designed to provide workers' compensation benefits to employees who work in maritime employment upon the navigable waters of the United States and who are usually considered outside the scope of state workers' compensation laws. When the USL&HWA endorsement is added to the standard policy it applies to work done in the states scheduled on the policy and extends the definition of the workers' compensation law to include the USL&HWCA.

## **Executive Officers, Partners Exclusion Endorsement**

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In some states, workers' compensation law allows an insured to include or exclude Executive Officers and Partners, or both, from coverage. Adding this endorsement can designate the individuals not covered under the policy.

## **Experience Modification**

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This is a factor that deals with the rating of the policy. The Experience Modification figure is based on the insured's loss experience. The factor is used to increase or decrease the manual rates of insurance.

## **Monopolistic States**

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There are six states that require all workers' compensation insurance to be placed with their state fund. No private insurer is allowed to write Workers' Compensation Coverage in the six states. The states are Nevada, North Dakota, Ohio, Washington, Wyoming and West Virginia.

## Premium Summary / Comparison

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### Premiums

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Line of Business	Current Premium	Proposed Premium
Package		
Property		
General Liability		
Business Auto		
Equipment Floater		
Crime		
Workers Compensation	\$91,731.00	\$95,778.00
Errors & Omissions		
Directors & Officers		
Umbrella / Excess Liability		
<b>Total Premium:</b>	\$91,731.00	\$95,778.00
Grand Total	\$91,731.00	\$95,778.00

### Payment Options

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Down Payment Amount	Check Payable to	# of Installments	Installment Amount
\$95,778.00	Venture Pacific Insurance	1	0

License # 0D10299

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Venture Pacific Insurance  
111 Corporate Drive #200  
Ladera Ranch, CA 92694  
949-297-4900  
949-297-4911 Fax

## Invoice

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

Date	Description	Cost
5/12/2020	Workers Compensation Renewal	\$95,778.00

Make check payable to Venture Pacific Insurance Services.

Thank you,

Kirsten Rosen

You may make the payment on our website at: <https://vpisrisk.epaypolicy.com/>  
If paying by check it can take up to 5 days for the e-check to clear

## Client Acceptance Form

### Client Acceptance

May 12, 2020

**Fullerton School District**

Presented by: **Kirsten Rosen**

### In order to make your coverage effective ,July 1, 2020 the following is required:

- 1) Deposit for \$95,778.00
- 2) Signed Acceptance Form

I have reviewed the Insurance Proposal dated May 12, 2020, and have had opportunity to have my questions answered.

I understand that all coverages are subject to the terms and conditions as defined in the Insurance Policy, and that this proposal in no way changes or interprets insurance policy terms and conditions.

### Acceptance

I accept the proposal with the following changes:

Owner or Officer:	Signature:	
	Name:	
	Date	

Changes:


### Privacy Notice:

Venture Pacific Insurance Services respects your privacy and asks that you respect ours.

Under no circumstances will your private business and financial information be shared with any company other than Insurance Carriers for the purpose of accessing quotes for your renewal.

This proposal and the material contained herein is the private information of Venture Pacific Insurance Services. We ask that you do not share this information with anyone else.

*Venture Pacific Insurance Services: Your one source for all of your insurance needs.*

## EXCESS WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY REIMBURSEMENT POLICY

In return for the payment of the premium and subject to all terms of this policy, we ("we" and "us" means the insurer identified on this policy) agree with "you" (the employer named in Item 1 of the Information Page) as follows:

### GENERAL SECTION

#### A. Self-Insurance

Your acceptance of this policy indicates that you are now, and will remain as long as the policy stays in force, a qualified self-insurer with respect to Loss otherwise covered by this policy in each state named in Item 4 of the Information Page. If you are not such a qualified self-insurer, this policy will apply as if you were.

#### B. The Policy

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you and us. The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by written endorsement issued by us to be part of this policy.

This policy will remain in effect until cancelled by you or us. At the Anniversary Date stated in Item 3 of the Information Page, we will adjust the premiums and rates based on your annual application information and in accordance with our rates and rating plans by issuing an Anniversary Endorsement. The time period from the inception date to the Anniversary Date, and each consecutive 12-month period covered by the Anniversary Endorsement, is referred to as the Coverage Period. All provisions of the policy pertaining to Loss apply separately to each Coverage Period, in the same manner as if a separate Policy had been written for each consecutive period.

#### C. Who Is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership or joint venture and if you are one of its partners or a member of that joint venture, you are insured, but only in your

capacity as an employer of the partnership's or joint venture's employees.

#### D. Workers' Compensation Law

Workers' Compensation Law means the workers' compensation law (sometimes referred to as "workmen's compensation law") and occupational disease law of each state listed in Item 4 of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers' compensation law, federal occupational disease law or the provisions of any law that provide non-occupational disability benefits.

#### E. State

State means any state of the United States of America, and the District of Columbia.

### EXCESS INSURANCE PROVISIONS

#### A. Our Indemnity

We will indemnify you for Loss paid by you in excess of your retention up to our Limit(s) of Indemnity, as listed in Item 5(b) of the Information Page. Naming more than one insured in Item 1 of the Information Page does not increase our limits. We will not pay any claims for benefits or damages after we have paid our applicable Limit of Indemnity for this Coverage Period.

#### B. Your Retention

You will retain the amount in Item 5(a) of the Information Page separately for each accident, and separately for each employee's bodily injury by disease. For purpose of determining our indemnity obligation, if any, your retention does not include any Loss which would be excluded by this policy.

Bodily injury by accident applies to injuries to one or more employees from any one accident. Bodily injury by accident must occur during the Coverage Period.

Bodily Injury by Disease must be caused or aggravated by the conditions of your employment. The employee's last day of exposure to the conditions causing or aggravating such bodily injury by disease must occur during the Coverage Period.

**C. No Duty to Defend You**

We have no duty to investigate, handle, settle or defend any claim, suit or proceeding against you; however, we have the right to participate with you in, or to assure control of, the investigation, handling, settlement and defense of any claim, suit or proceeding against you that might require an indemnity payment by us. In the event of our participation or assumption of control, you shall cooperate with us in all aspects of any investigation, handling, settlement and defense.

**PART ONE  
EXCESS WORKERS' COMPENSATION  
INSURANCE**

**A. How Part One Applies**

Subject to the Excess Insurance Provisions above, Part One applies to Loss paid by you as required by the Workers' Compensation Law for bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death. The injured employee must be employed by you in a state listed in Item 4 of the Information Page. Your retention under Part One is stated in Item 5(a) (1) and our Limit of Indemnity for Part One is stated in Item 5(b)(1) of the Information Page, and on our Anniversary Endorsement for subsequent annual periods.

**B. Loss**

Loss in Part One means the amount you actually paid for regular benefits provided under the Workers' Compensation Law in effect upon the date that the accident causing bodily injury or last day of exposure to conditions causing or aggravating bodily injury by disease occurs. Loss includes:

1. the amount you paid in settlement of claims for regular benefits under the Workers' Compensation Law;
2. the amount you paid in satisfaction of awards or judgments for regular benefits under the Workers' Compensation Law; and
3. court costs, interest upon awards and judgments, and allocated investigation, adjustment and legal expenses pertaining to claims under the Workers' Compensation Law. This subparagraph 3 does not include:
  - a. salaries paid to your employees;
  - b. service company fees; and
  - c. claims administrator fees.

**C. Exclusions**

1. Part One does not apply to bodily injury arising out of any activity involving aircraft owned by you or under a lease in excess of six months.
2. Part One does not apply to payments in addition to the benefits regularly provided by the Workers Compensation Law. You are responsible, without reimbursement from us and without applicability to your retention, for any such punitive or exemplary damages, fines or penalties assessed against you because of:
  - a. bodily injury by accident or bodily injury by disease sustained by any of your employees;
  - b. your conduct or your agents' conduct in the investigation, defense or settlement of any claim made pursuant to the Workers' Compensation Law;
  - c. your failure to pay or delay in paying benefits pursuant to the Workers' Compensation Law;
  - d. your serious and willful misconduct;
  - e. your knowing employment of a person in violation of the law;
  - f. your failure to comply with a health or safety law or regulation; or
  - g. your discharge, coercion or discrimination against any employee in violation of the law.

**PART TWO  
EXCESS EMPLOYER'S LIABILITY INSURANCE**

**A. How Part Two Applies**

Subject to the Excess Insurance Provisions above, Part Two applies to loss paid by you for Damages for bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death. Your retention under Part Two is listed in Item 5(a)(2) and our Limit of Indemnity for Part Two is listed in Item 5(b)(2) of the Information Page, and on our Anniversary Endorsement for subsequent annual periods.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The injured employee must be normally employed in a state listed in Item 4 of the Information Page, and the employment must

## STAR INSURANCE COMPANY

be necessary or incidental to your work in such state.

3. If you are sued, the original suit and any related legal actions for Damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

### B. Loss

Loss in Part Two means the amount you actually paid for Damages imposed upon you by law.

Loss includes:

1. the amount you paid for settlement of claims for Damages;
2. the amount you paid in satisfaction of awards or judgments for Damages; and
3. court costs, interest upon awards and judgments, and allocated investigation, adjustment and legal expenses pertaining to employer's liability claims. This subparagraph 3 does not include:
  - a. salaries paid to your employees;
  - b. service company fees; and
  - c. claims administrator fees.

### C. Damages

Damages include:

1. damages for which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;
2. damages for care and loss of services; and
3. damages for consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee;

provided that the damages in subparagraphs 1, 2, and 3 are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and

4. damages because of bodily injury to your employee arising out of and in the course of employment, claimed against you in a capacity other than as employer.

### D. Exclusions

Part Two does not cover:

1. bodily injury arising from any activity involving aircraft owned by you or under a lease in excess of six months;
2. liability assumed under a contract;

3. punitive or exemplary damages;
4. bodily injury to an employee while employed in violation of the law with your actual knowledge or the actual knowledge of any of your executive officers;
5. any obligation imposed by a workers' compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
6. bodily injury intentionally caused or aggravated by you;
7. bodily injury occurring outside the United States of America, its territories or possessions, and Canada, but this exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
8. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, disparagement, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
9. bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901-950), Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171-8173), Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331-1356), Defense Base Act (42 U.S.C. Sections 1651-1654), Federal Coal Mine Health and Safety Act of 1969 (30 U.S.C. Sections 901-942), and any other federal workers' compensation law or other federal occupational disease law and any amendments to these laws;
10. bodily injury to any person in work subject to the Federal Employer's Liability Act (45 U.S.C. Sections 51-60) and any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment and any amendments to those laws;
11. bodily to a master or member of the crew of any vessel;
12. fines or penalties imposed for violation of federal or state law; and
13. damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801-1872) and under

## STAR INSURANCE COMPANY

any other federal law awarding damages for violation of those laws or regulations issued thereunder and any amendments to those laws.

### **PART THREE CLAIMS**

#### **A. You Claims Reporting Duties**

You must give us written notice as soon as you learn of:

1. any claim, suit or proceeding that involves a Loss that exceeds or could exceed in the future 50 percent or more of the amount(s) of your retention, stated in Item 5(a) of the Information Page;
2. any claim, suit or proceeding involving:
  - a. amputation of all or part of an arm or leg;
  - b. brain or spinal cord injury;
  - c. death;
  - d. disability for a period of one year or more;
  - e. a permanent total disability as defined in the Workers' Compensation Law;
  - f. second or third degree burns on 25 percent or more of the body;
  - g. multiple or serious fracture;
  - h. loss of sight in one or both eyes or loss of hearing in one or both ears; or
  - i. massive internal injury.
3. the reopening of any claim for which an additional award might involve payment of benefits or damages by us;
4. any claim involving hospitalization for more than one month; and
5. any claim involving two or more employees.

In addition, you will send us any claim information that we may request.

#### **B. Your Claims Handling Duties**

You will investigate and defend any claim, suit or other processing against you. You will settle as appropriate any claim, suit or other proceeding within your retention.

You will not enter into a settlement that requires a lump sum payment, in lieu of periodic indemnity payments, that involves payment by us, except with our written consent. If we take control of the handling of a claim under this policy, any voluntary payments or obligations in excess of your retention will be at your own cost.

Within 30 days of the end of the Loss Reporting Period listed in Item 8 of the Information Page, you will send to us an experience report in a format acceptable to us. The report will show amounts you paid during the Loss Reporting Period, and the estimated future payments for outstanding Loss.

#### **C. Our Claims Handling Duties**

We will promptly reimburse Losses payable under this policy upon receipt of proof of payment.

If you do not appeal an award or judgment that exceeds your retention, we have the right to appeal such award or judgment at our own expense. If we elect to appeal, our liability for any such award or judgment following appeal shall not exceed our Limit(s) of Indemnity stated in Item 5(b) of the Information Page, plus the attorneys' fees and cost incurred for such an appeal.

### **PART FOUR PREMIUM**

#### **A. Deposit and Adjustment Premiums**

At policy inception you must pay us the Deposit Premium stated in Item 7 of the Information Page. At the Anniversary Date corresponding to the end of the Premium Adjustment Period, and at each subsequent Anniversary Date corresponding to the end of a Premium Adjustment Period, you must pay us the deposit premium shown on the Anniversary Endorsement for the next Premium Adjustment Period. At the end of each Premium Adjustment Period:

1. you will owe us the amount by which the final premium is greater than the deposit premium, or
2. we will owe you the amount by which the deposit premium is greater than the final premium.

**B. Payroll Report**

Within 30 days after the end of each Premium Adjustment Period or the policy cancellation date you must send us a report showing the amount of payroll earned by your employees during the Premium Adjustment Period. Payroll includes all remuneration reportable under the regulations and procedures established by the states listed in Item 4 of the Information Page. If such regulations and procedures do not exist, payroll means all salaries wages, earnings for overtime, piece or contract work, bonuses and allowances, and the value of room, board or merchandise received by employees in lieu of cash.

**C. Final Premium**

The final premium due us for the Premium Adjustment Period will be computed by you by applying the payroll by classification to the rate listed on Item 6 of the Information Page or the Anniversary Endorsement, as applicable. Unless the policy is cancelled before the end of the Premium Adjustment Period, final premium will be at least the minimum premium stated in Item 7 of the Information Page. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you.

If we cancel this policy before the end of the Premium Adjustment Period, final premium will be calculated pro rata based on the time this insurance was in force. Final premium will not be less than the pro rata share of the minimum premium.

If you cancel, final premium will be more than pro rata; it will be based on the time this insurance was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

**D. Records**

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

**E. Audit**

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during the policy period and within three years after the policy period ends. We have this right to adjust premium if the audit reveals differences in payroll.

**A. Inspection**

We have the right, but are not obligated, to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with the laws, regulations, codes or standards.

**B. Transfer of Your Rights and Duties**

Your rights or duties under this policy may not be transferred without our written consent. If you die and we receive notice within 30 days after your death, we will cover your legal representative as insured.

**C. Cancellation**

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect, but not less than 30 days after notice is sent.
2. We may cancel this policy. We must mail or deliver to you not less than 10 days' advance written notice stating when the cancellation is to take effect if the cancellation is for non-payment of premium; otherwise, we must provide 30 days' advance written notice. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the date and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy are changed by this statement to comply with the law.

**D. Sole Representative**

The insured first named in Item 1 of the information Page will act on behalf of all insureds to give or receive notice of cancellation, accept indemnity, receive return premium, and request changes to this policy, among other things.

**E. Bankruptcy or Insolvency**

Your bankruptcy or insolvency will not relieve us from the payment of any claim covered by this policy; however, in no event will our indemnity obligations in any way change, increase or expand as a result of your bankruptcy to pay your retention before we are required to pay indemnity.

**F. Legal Action Against Us**

You have no right of action against us under this insurance unless you have complied with all of the terms of this policy, and the amount you owe has been determined with our agreement or by actual trial and final judgment.

**G. Other Insurance**

If other insurance exists that covers you for any Loss that is also covered by this insurance, then this insurance shall apply in excess of that other insurance.

**H. Recovery From Others**

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them. The recovered amounts remaining after deducting our recovery expenses will be paid first to us. We will then pay the balance, if any, to you.

**STAR INSURANCE COMPANY**  
**EXCESS WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY POLICY**

**CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)**  
**PREMIUM ENDORSEMENT**

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (other than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 99 06 03), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- Catastrophe (other than Certified Acts of Terrorism): Any single event, resulting from an Earthquake, Noncertified Act of terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of \$50 million.
- Earthquake: The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- Noncertified Act of Terrorism: An event that is not certified as an Act of Terrorism by the Secretary of the Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:
  - a. It is an act that is violent or dangerous to human life, property, or infrastructure;
  - b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
  - c. It is an act that has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- Catastrophic Industrial Accident: A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism) is shown in Item 6 of the Information Page and in the Schedule below.

**Schedule**

<b>State</b>	<b>Rate</b>	<b>Premium</b>
--------------	-------------	----------------

Company No.

Insured:

Policy Number:

Endorsement Number:

Endorsement Effective:

Printed on:

Form No. **WC 99 06 02 (0215)**

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## EXCESS WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY POLICY

### TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT ( WC 99 06 03 )

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

#### Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

“Act” means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2015.

“Act of Terrorism” means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

“Insured Loss” means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United State missions or to certain air carriers or vessels.

“Insurer Deductible” means, for the period beginning on January 1, 2015 and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

Form No. **WC 99 06 03 (0215)**

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**EXCESS WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY POLICY**

**Limitation of Liability**

The Act limits our liability to you under this policy. If annual aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

**Policyholder Disclosure Notice**

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed:
  - a. \$100,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United State Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
  - b. \$120,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United State Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.
  - c. \$140,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United State Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.
  - d. \$160,000,000, with respect to such Insured Losses occurring in calendar year 2018, the United State Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.
  - e. \$180,000,000, with respect to such Insured Losses occurring in calendar year 2019, the United State Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.
  - f. \$200,000,000, with respect to such Insured Losses occurring in calendar year 2020, the United State Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding Item 1. above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceeds \$100,000,000,000.
3. The premium charged for the coverage your policy provides for Insured Losses is included in Item 6 of the Information Page and in the Schedule below.

**Schedule**

<b>State</b>	<b>Rate</b>	<b>Premium</b>
--------------	-------------	----------------

Company No.  
Insured:  
Policy Number:  
Endorsement Number:  
Endorsement Effective:

Printed on:

Form No. **WC 99 06 03 (0215)**

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**STAR INSURANCE COMPANY  
EXCESS WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY POLICY**

**Employer's Liability Policy Limit Endorsement**

This endorsement applies to your liability under Part Two of this policy (Employer's Liability). Our maximum limit of indemnity for all claims brought under Part Two for any Coverage Period is:

           \$                      **Policy Limit**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Company No.

Insured:

Policy Number:

Endorsement Number:

Endorsement Effective:

Printed on:

**STAR INSURANCE COMPANY  
EXCESS WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY POLICY**

**Voluntary Compensation Endorsement**

Subject to all the terms and conditions under this policy, this endorsement extends coverage under Part One for Loss reimbursement to the group of workers described in the Schedule. The Loss sustained must arise out of and in the course of employment necessary or incidental to work in a state listed in the Schedule. The Loss must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the worker is a United States or Canadian citizen temporarily away from those places.

We will indemnify you for an amount equal to the benefits that would be required if you and your employees described in the Schedule were subject to the workers' compensation law shown in the Schedule.

In addition to the other exclusions listed in Part One of this policy, this coverage does not apply to any obligation imposed by a workers' compensation or occupational disease law, or any similar law, or to bodily injury intentionally caused or aggravated by you.

Before we indemnify you for benefits to the persons entitled to them, they must:

1. Transfer to us their right to recover from others who may be responsible for the injury or death; and
2. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to indemnify you ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

**Schedule**

<b>Employees</b>	<b>State of Operations</b>	<b>Designated Workers' Compensation Law</b>
All Employees and Volunteers Not Covered by Workers' Compensation Law	(state of coverage)	State of Hire

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Company No.

Insured:

Policy Number:

Endorsement Number:

Endorsement Effective:

Printed on:

**STAR INSURANCE COMPANY**  
**EXCESS WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY POLICY**

**Cash Flow Protection Endorsement**

Subject to the limit of indemnity listed in Item 5 of the Information Page, we will indemnify you for each Loss incurred under Part One of this policy for each payment year with paid losses in excess of

\$xxx,xxx.

Payment year means the consecutive twelve months starting at the date the loss occurs. The start date for each loss under this endorsement is determined based on its own date of loss.

Paid losses includes all payments for periodic indemnity benefits which are due, and all payments for medical benefits including funeral expenses and vocational rehabilitation expenses. Paid loss does not apply to any lump sum settlement, or commutation, or one time payment in lieu of periodic indemnity payments.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Company No.

Insured:

Policy Number:

Endorsement Number:

Endorsement Effective:

Printed on:

**STAR INSURANCE COMPANY  
EXCESS WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY POLICY**

**Late Reporting Penalty Endorsement**

Section D. is added to the Excess Insurance Provisions of this policy as follows:

**Section D. Late Reporting Penalty**

If you do not comply with the reporting provisions of Part Three Claims, section A. Your Claims Reporting Duties, for each accident for Bodily Injury by Accident or for each employee for Bodily Injury by Disease, the following penalties apply:

1. If you do not give us written notice within one year of when required, our reimbursement will be reduced by 15%.
2. If you do not give us written notice within three years of when required, our reimbursement will be reduced by 40%.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Company No.

Insured:

Policy Number:

Endorsement Number:

Endorsement Effective:

Printed on:

**STAR INSURANCE COMPANY**  
**EXCESS WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY POLICY**

**California Changes – Cancellation**

Under **PART FIVE-CONDITIONS, Paragraph 2.** of Condition **C. Cancellation** is deleted and replaced with the following:

**C. Cancellation**

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy for one or more of the following reasons:
  - a. Non-payment of premium;
  - b. Failure to report payroll;
  - c. Failure to permit us to audit payroll as required by the terms of this policy or of a previous policy issued by us;
  - d. Failure to pay any additional premium resulting from an audit of payroll required by the terms of this policy or any previous policy issued by us;
  - e. Material misrepresentation made by you or your agent;
  - f. Failure to cooperate with us in the investigation of a claim;
  - g. Failure to comply with Federal or State safety orders;
  - h. Failure to comply with written recommendations of our designated loss control representatives;
  - i. The occurrence of a material change in the ownership of your business;
  - j. The occurrence of any change in your business or operations that materially increases the hazard for frequency or severity of loss;
  - k. The occurrence of any change in your business or operation that requires additional or different classification for premium calculation; or
  - l. The occurrence of any change in your business or operation which contemplates an activity excluded by our reinsurance treaties.
3. If we cancel the policy for any of the reasons listed in (a) through (f) we will give you 10 days advance written notice, stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1. of the Information Page will be sufficient to prove notice. If we cancel your policy for any of the reasons listed in items (g) through (l), we will give you 30 days advance written notice; however, we agree that in the event of cancellation and reissuance of a policy effective upon a material change in ownership or operations, notice will not be provided.
4. The policy period will end on the date and hour stated in the cancellation notice.
5. If the cancellation date is other than the Anniversary Date of the policy, we will apply the cancellation provision of Part Four – Premium as though this cancellation were at our initiation.
6. We will not be liable for any losses under the terms of this policy occurring after the above date and time of cancellation, and you will not be liable to report any remuneration on subject employees earned after the cancellation date, nor for any resulting premium from such remuneration.



US SPECIALTY UNDERWRITERS

**USSU Initial Claim Reporting Form**

DATE	
TPA	
EMPLOYER	
EMPLOYEE	
DATE OF INJURY	
TPA FILE #	
ADJUSTER NAME & CONTACT INFO	
SUPERVISOR NAME & CONTACT INFO	
USSU EXCESS POLICY #	
POLICY PERIOD	
SIR	
WC BENEFIT STATE	

**RESERVES:**

	Indemnity	Medical	Legal	Other	Totals
Paid to Date:					
Outstanding:					
Total Incurred:					

**EMPLOYEE INFORMATION:**

Occupation:	Date of Birth:
Date of Hire:	Average Weekly Wage:
Marital Status:	Comp Rate:
# of Dependents:	Benefit Type (TT, TP, etc.)
Any Offset Amounts (Y/N):	Modified Work Available (Y/N):

Body Part	Description of Injury	Medicare Eligible?
<b>Coverage Statement</b>		
<b>Loss Facts</b>		
<b>Compensability Issues</b>		
<b>Injury Damages</b>		
<b>Subrogation &amp; Second Injury Fund Information</b>		
<b>Litigation Status &amp; Defense Position</b>		
<b>Medical Information</b>		
<b>Medical Case Management or Attendant Care Services Information</b>		
<b>Action Plan</b>		

CONSENT ITEM

**DATE:** June 9, 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 May 18, 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: 5/18/20  
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 6/9/20**

**LEGEND**

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

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 5/18/20  
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 6/9/20

	A	B	C	D	E	F	G	H	I
1	Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
2	Esqueda	Yvonne	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	5.40	565	B21
3	Choung	Eun	Account Clerk III	Add 2.5% Bilingual- Biliterate stipend	3/18/20	50	8.00	212/520	B28/5
4	Ramirez	Jesus	Custodian I - Sub	Add Gardener sub classification	2/28/20	99	0.00	547	B19/1
5	Employee ID	3427		CFRA Leave 3/16- 3/26/20					
6	Employee ID	4214		CFRA Leave 3/30-5/2/20					
7	Employee ID	7065		CFRA Leave 4/15-5/1/20					
8	Employee ID	6507		CFRA Leave 4/20-5/8/20					
9	Zazueta	Yadira	Health Assistant/BB	End of WOC, SOM to Health Assistant/BB	3/20/20	23	3.75	403	B18/3
10	Belloso	Araceli	Clerical Assistant II/BB	Extra summer work, NTE 40 hours	6/8/20	51	8.00	510	B20/6
11	Caballero	Alma	Senior Secretary	Extra summer work, NTE 40 hours	6/22/20	51	8.00	391	B24/6
12	Alva	Elizabeth	Social Services Assistant	Extra summer work, NTE 80 hours	6/1/20	51	8.00	391	B17/5
13	Employee ID	6024		Five days without pay - 4/15/20, 5/15/20, 6/15/20, 7/15/20, 8/14/20	4/10/20				
14	Hinrichs	Forrest	Custodian II	Hire probationary status	4/15/20	25	8.00	542	B24/1
15	Molina	Karla	Food Service Assistant I	Hire Probationary Status	3/30/20	90	1.50	606	B08/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 5/18/20  
WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 6/9/20

	A	B	C	D	E	F	G	H	I
1	Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
16	Daniel	Jose	Maintenance Worker I	Hire Probationary Status	3/30/20	53	8.00	533	B25/3
17	Macias	Martin	Maintenance Worker I	Hire Probationary Status	4/6/20	53	8.00	533	B25/1
18	Hernandez	Raylene	Food Service Assistant I	Increase in hours - 1.5 to 2/day	3/9/20	90	1.50	606	B08/2
19	Pirali	Daniel	Instructional Assistant/EL	Increase in hours - 18 to 19.75/week	8/18/19	60	3.60	329	B11/6
20	Olivares	Jessica	Social Services Assistant	Increase in hours - 6 to 8/day	4/20/20	20	6.00	212	B17/4
21	Varela	Anita	Personnel Commissioner	New Commissioner, NTE \$250	12/1/20	58	0.00	522	
22	Employee ID	7357		PDL 2/21-4/21/20					
23	Employee ID	6093		PDL 3/16-6/3/20					
24	Alvarado	Manuela	Playground Supervisor	Resignation - will not remain as sub	4/10/20	99	2.08	100	B07/4
25	Koliha	Emily	School Office Manager	Returning from LOA	3/23/20	23	8.00	403	B25/3
26	Duus	Daniel	Bus Driver - sub	Separation - NLA	9/1/19	56	0.00	565	B21/1
27	Leon	Irma	Playground Supervisor	Service Retirement - will not remain as sub	4/27/20	27	2.37	100	B07/4
28	May	Wendy	School Office Manager	Service Retirement - will not remain as sub	4/17/20	17	8.00	403	B25/6
29	Foti	Megan	ASP Site Lead	Step Increase - Step 2	4/1/20	60	6.80	329	B18/1
30	Atta	Pamela	Instructional Assistant/Reg.	Step Increase - Step 2	4/1/20	21	3.75	100	B11/1
31	Azabache	Samantha	Instructional Assistant/Reg.	Step Increase - Step 2	4/1/20	21	3.00	383	B11/1
32	Green	Valerie	Instructional Assistant/Reg.	Step Increase - Step 2	4/1/20	10	3.75	100	B11/1
33	Jovel	Allyson	Instructional Assistant/Reg.	Step Increase - Step 2	4/1/20	21	3.00	383	B11/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 5/18/20  
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	A	B	C	D	E	F	G	H	I
1	Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
34	Manuel	Dawne	Instructional Assistant/Reg.	Step Increase - Step 2	4/1/20	26	3.75	100	B11/1
35	McPhillips	Suzanne	Instructional Assistant/Reg.	Step Increase - Step 2	4/1/20	28	3.00	383	B11/1
36	Schill	Hannah	Instructional Assistant/Reg.	Step Increase - Step 2	4/1/20	21	3.75	212	B11/1
37	Wilder	Pamela	Instructional Assistant/Reg.	Step Increase - Step 2	4/1/20	16	3.00	100	B11/1
38	Rivera	Angela	Instructional Assistant/SE	Step Increase - Step 3	4/1/20	54	6.00	122	B14/2
39	Solorio	Diana	Instructional Assistant/SE	Step Increase - Step 2	4/1/20	54	6.00	121	B14/1
40	Shandy	Debra	Personnel Tech. I	Step Increase - Step 2	4/1/20	58	8.00	522	B23/1
41	Johnson	Cynthia	Bus Driver	Step Increase - Step 3	4/1/20	56	5.50	565	B21/2
42	Presley	Keiera	Instructional Assistant/Rec.	Step Increase - Step 3	4/1/20	60	3.90	2085	B11/2
43	Callejas	Vianca	Instructional Assistant/Reg.	Step Increase - Step 3	4/1/20	28	3.75	100/212	B11/3
44	Gilbert	Krista	Instructional Assistant/SE	Step Increase - Step 3	4/1/20	54	6.00	121	B14/2
45	Bertolette	Sylvia	Health Assistant	Step Increase - Step 4	4/1/20	17	3.75	402	B17/3
46	Velazquez	Breanna	Instructional Assistant/Reg.	Step Increase - Step 4	4/1/20	25	3.75	100/302	B11/3
47	Oseguera	Jonathan	Instructional Assistant/SE	Step Increase - Step 4	4/1/20	54	3.50	122	B14/3
48	Canto	Laura	TLMA	Step Increase - Step 4	4/1/20	59	8.00	409	B21/4
49	Arteaga	Cinthia	Clerical Assistant II/BB	Step Increase - Step 5	4/1/20	90	4.80	606	B20/4

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1	Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
50	McGee	Paige	Instructional Assistant/Reg.	Step Increase - Step 5	4/1/20	21	3.75	302	B11/4
51	Im	Anna	Personnel Tech. II	Step Increase - Step 5	4/1/20	51	8.00	521	B28/4
52	Balestra	Alfred	Plumber	Step Increase - Step 5	4/1/20	53	8.00	533	B32/4
53	Alva	Elizabeth	Social Services Assistant	Step Increase - Step 5	4/1/20	51	8.00	391/510	B17/4
54	Pacheco	Lorena	Custodian II	Step Increase - Step 6	4/1/20	53	8.00	542	B24/5
55	Guzik-Torres	Melissa	Instructional Assistant/SE	Step Increase - Step 6	4/1/20	54	6.00	130	B14/5
56	Mai	Nhu	Instructional Assistant/SE	Step Increase - Step 6	4/1/20	54	6.00	242	B14/5
57	Garcia	Abraham	Social Services Assistant	Step Increase - Step 6	4/1/20	55	6.00	224	B17/5
58	Misuela	Josh	Instructional Assistant/SE II	Stipend for Basketball Program	1/1/20	54	6.00	304	B14/2
59	Hernandez	Leticia	Food Production Coordinator Assistant	Temporary add'tl hours, NTE 24 hours	3/23/20	90	8.00	606	B26/6
60	Chow	Pamela	Project Liason	Temporary add'tl hours, NTE 30 hours	3/23/20	57	4.00	526	M4/3
61	Singh	Praveen	Account Clerk I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	6.00	606	B20/1
62	Andrews	Delia	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	6.10	565	B21
63	Apodaca	Donna	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	6.28	565	B21
64	Arechiga	Gina	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	5.72	565	B21
65	Avilez	Roxana	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	6.22	565	B21

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1	Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
66	Berdeja	David	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	5.72	565	B21
67	Chavira	Frances	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	5.78	565	B21
68	Colin	Josefina	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	5.28	565	B21
69	Drews	Judy	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	6.00	565	B21
70	Hernandez	Silvia	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	5.12	565	B21
71	Hukel	Cynthia	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	5.54	565	B21
72	Johnson	Cynthia	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	5.50	565	B21
73	Lopez	Noemi	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	5.00	565	B21
74	Medina	Cristi	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	6.00	565	B21
75	Meza	Mitchell	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	5.22	565	B21
76	Morales	Marith	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	5.52	565	B21
77	Navarette	Ana	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	5.90	565	B21
78	Pirali	Oralia	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	6.62	565	B21
79	Ramos-Romero	Arturo	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	5.00	565	B21

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1	A	B	C	D	E	F	G	H	I
	Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
80	Reyes-Gurrola	Georgina	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	6.12	565	B21
81	Ruiz	Sandra	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	6.52	565	B21
82	Santos	Manuel	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	5.98	565	B21
83	Thompson	Marilyn	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	5.34	565	B21
84	Urenda	Robert	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	5.24	565	B21
85	Zuniga	Luis	Bus Driver	Temporary add'tl hours, NTE 32 hours	3/23/20	56	5.56	565	B21
86	Granados	Matthew	Chef	Temporary add'tl hours, NTE 32 hours	3/23/20	90	8.00	606	B23/5
87	Arteaga	Cinthia	Clerical Assistant II/BB	Temporary add'tl hours, NTE 32 hours	4/7/20	90	24.00	606	B20/5
88	Mohammad	Parisa	Supervisor, Nutrition Svcs	Temporary add'tl hours, NTE 32 hours	3/23/20	90	8.00	606	M10/3
89	Hernandez	Feliciano	Transporter	Temporary add'tl hours, NTE 32 hours	3/23/20	90	8.00	606	B20/6
90	Abutan	Corazon	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	2.00	606	B08/6
91	Adams	Pamela	Food Service Assistant III	Temporary add'tl hours, NTE 32 hours	3/23/20	90	8.00	606	B16/6
92	Aguiniga	Guadalupe	Food Service Assistant II	Temporary add'tl hours, NTE 32 hours	3/23/20	90	6.00	606	B/12/6
93	Arias	Andrea	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	1.50	606	B08/1

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1	Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
94	Arizaga	Isaac	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	1.50	606	B08/1
95	Arroyo	Gloria	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	4.00	606	B08/6
96	Benitez	Claudia	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	3.80	606	B08/6
97	Bode	Shelly	Food Service Production Specialist	Temporary add'tl hours, NTE 32 hours	3/23/20	90	8.00	606	B21/5
98	Brady	Angela	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	3	606	B8/6
99	Canadas	Alicia	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	2.00	606	B08/6
100	Ceja	Yajaira	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	2.00	606	B08/4
101	Cipriano	Christy	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	3.80	606	B08/4
102	Cornejo	Maria	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	2.00	606	B08/6
103	Dibble	Julie	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	4.00	606	B08/6
104	Estrada	Rally	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	2.50	606	B08/6
105	Granado	Matt	Chef	Temporary add'tl hours, NTE 32 hours	3/23/20	90	8.00	606	B23/5
106	Hanmouri	Hana	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	2.00	606	B08/6
107	Hernandez	Feliciano	Transporter	Temporary add'tl hours, NTE 32 hours	3/23/20	90	8.00	606	B20/6

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1	Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
108	Hernandez	Leticia	Food Production Assistant	Temporary add'tl hours, NTE 32 hours	3/23/20	90	8.00	606	B26/6
109	Jeffrey	Kenney	Transporter	Temporary add'tl hours, NTE 32 hours	3/23/20	90	8.00	606	B20/6
110	Jimenez	Shirley	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	2.00	606	B08/2
111	Lang	Kim	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	2.80	606	B08/6
112	Luna	Cristina	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	2.00	606	B08/4
113	Mondragon	Gloria	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	2.50	606	B08/6
114	Moreira	Maria	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	3.30	606	B08/6
115	Munoz	Martha	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	2.80	606	B08/6
116	Ocampo	Laura	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	2.50	606	B08/6
117	Ordway	Tracy	Food Service Assistant II	Temporary add'tl hours, NTE 32 hours	3/23/20	90	8.00	606	B12/6
118	Osborn	Marian	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	2.50	606	B08/6
119	Perez	Jennie	Food Production Specialist	Temporary add'tl hours, NTE 32 hours	3/23/20	90	8.00	606	B21/6
120	Pham	Tanh	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	2.50	606	B08/6
121	Powell	Janet	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	1.50	606	B08/6

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1	Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
122	Ramirez	Francisca	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	3.80	606	B08/6
123	Ruiz	Estela	Food Service Assistant I - Sub	Temporary add'tl hours, NTE 32 hours	3/23/20	90	0.00	606	B08/1
124	Ruiz	Rosa	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	2.00	606	B08/6
125	Sheehan	Colleen	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	5.00	606	B08/6
126	Singh	Deep	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	1.3	606	B08/1
127	Stenos	Eva	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	2.50	606	B08/6
128	Sukhadia	Jay	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	3.80	606	B08/6
129	Surjanto	Esther	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	3.80	606	B08/6
130	Tan	Chai	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	4.50	606	B08/6
131	Terrell	Monaca	Food Service Assistant II	Temporary add'tl hours, NTE 32 hours	3/23/20	90	8.00	606	B12/6
132	Thomas	Seham	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	3.80	606	B08/6
133	Thyr	Rosie	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	4.50	606	B08/6
134	Valencia	Ana	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	2.00	606	B08/6
135	Vazquez	Jessica	Food Service Assistant I	Temporary add'tl hours, NTE 32 hours	3/23/20	90	1.30	606	B08/1



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1	Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
	<p>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.</p> <p>_____ Chairperson</p> <p>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.</p> <p>_____ Clerk/Secretary</p>								
147									

CONSENT ITEM

**DATE:** June 9, 2020

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

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

**SUBJECT:** **APPROVE AMENDMENT TO THE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ADVANTAGE COMMUNICATIONS FOR THE SUMMER ENRICHMENT SPEECH AND DEBATE PROGRAM FROM JUNE 29, 2020 THROUGH JULY 10, 2020**

Background: Board approval was granted on March 10, 2020 (Board Agenda Item #1q) the Summer Enrichment Speech and Debate Program to be held at Nicolas Junior High School from June 29, 2020 through July 10, 2020. An Amendment is requested in order to change to a virtual summer program.

Rationale: Due to current COVID-19 guidelines, many programs are being held virtually.

Funding: Cost remains the same as originally approved.

Recommendation: Approve Amendment to the Agreement between Fullerton School District and Advantage Communications for the Summer Enrichment Speech and Debate Program from June 29, 2020 through July 10, 2020.

JL:nm  
Attachment



Advantage Communications

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**Mr. Salvador Tinajero**

Advantage Communications  
On File

**Ms. Julienne Lee**

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

**Ms. Julienne Lee,**

**April 14, 2020**

Within this document is the proposal regarding the creation of a virtual Speech and Debate summer program.

**Overview**

FSD has established 19 robust programs within the district. This program will continue to promote speech and debate as well as build English acquisition, analytical writing, vocabulary and effective oral communication skills. This summer program will help FSD students get a head start in speech. Students will exit the summer program with a fully prepared and coached speech. This will help each program because they will have students who can demonstrate to new students what each speech event will look like. This makes it easier for teachers to demonstrate each event that is going to be offered in the following year. It also creates a path for FSD students to have greater success at state and at national competitions. Students who compete at the highest level always attend a summer camp to give themselves an edge in competition.

## Summary

The speech and debate summer program will be designed and developed by Sal Tinajero and Tiffany Vuong. Mr. Tinajero and Ms. Vuong will provide the administrative and operational support for 150 students.

Our proposal will include:

- **Individualized speech preparations or debate case preparation for each student**
- **Students will receive 8 hours of communication theory lectures**
- **Students will receive a minimum 10 hours of speech or case preparation**
- **Our staff will consist of 30 coaches and 10 assistant coaches**
- **Each staff member will report and help facilitate scripts and coach students. The staff members will work from June 29, 2020 through July 10, 2020**
- **Summer camp coaching will occur from 8:00 AM – 12:00 PM, Monday through Friday**
- **The coach to student ratio will not exceed 6 students to 1 coach**

## Director's Experience

The Fullerton Elementary School District Speech and Debate program will consist of nine elementary schools and three middle schools. Each program will have Thirty students per program. Sal Tinajero will advertise the importance of speech and debate at every school site. Sal Tinajero has a wealth of experience and success in Forensics. He started the Fullerton Union High School Speech and Debate program in 2001. In his tenure the program grew from 20 students to a team of over 100 students per year. Under his leadership the team won three National Championships and one State Championship. He has coached five student state champions and two student national champions. In 2005, he was invited to the White House and awarded the National Hispanic Teacher of the Year. In 2017 he was selected as the National Speech and Debate Association California Educator of the Year. He was one of the five finalists for the National Educator of the Year. In Santa Ana he has created 27 successful programs with

over 1,200 students in four years. Students are competing at a high level and receiving national recognition. Only two schools in Orange County have ever won a national championship. Fullerton Union High School won the national championship in 2008, 2010, 2013, and 2014. The other school is the Advanced Learning Academy which won national championships in 2018 and 2019. Both of these programs were led by Sal Tinajero.

## Logistics

### Timeline

We will facilitate and execute the administrative and operational aspects of the summer program according to the following timeline:

- Secure 30 forensics staff members
- Secure 10 assistant coaches
- Assure that speech students leave camp with a fully prepared and coached speech
- Assure that debaters create an affirmative and negative case
- Provide communication theory lectures
- Provide debate methodology instruction

## Process

We will require the following payment schedule:

- **July 6, 2020 for \$40,000**
- **July 13, 2020 for \$35,000**

## Investment

- We will do this in June/July of 2020. We will serve 150 students. If we grow above that number, we will consult with the district before an expansion is allowed.
- We will conduct the administrative and operational aspects of the summer program for 150 paid students for the project cost of \$75,000.00. Once we hit the 150 student mark, Advantage Communications **will absorb 30 more students at no cost**. This will bring the total student number to 180.

## **Fullerton School District Responsibilities**

- **Provide technical support for students**
- **Provide one IT specialist available for troubleshooting and requests**
- **Provide printing support to students if needed**
- **Purchase 60 black interpretation binders and 420 pages**
- **Pay IT support**
- **Work with Tiffiny Vuong in securing student enrollment for the camp**

Speech and Debate as a program will help develop and shape the future leaders of our country. As we begin to include students from all backgrounds, we will begin to equalize the way in which our students are afforded opportunities. I look forward to partnering with you in the following year.

**Mr. Salvador Tinajero** \_\_\_\_\_

CEO Advantage Communications

Phone:(714) 913-3515

E-mail: [advantagecommunicationsceo@gmail.com](mailto:advantagecommunicationsceo@gmail.com)

**Dr. Robert Pletka** \_\_\_\_\_

Fullerton School District Superintendent

Phone (714) 447-7405

[suptoffice@myfsd.org](mailto:suptoffice@myfsd.org)

CONSENT ITEM

**DATE:** June 9, 2020

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

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

**PREPARED BY:** Sung Chi, Director, Educational Services

**SUBJECT:** **APPROVE LICENSE AND SERVICE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ADVANCEMENT VIA INDIVIDUAL DETERMINATION (AVID) TO PROVIDE SUPPORT AND TRAINING FOR THE IMPLEMENTATION AND EVALUATION FOR THE AVID PROGRAM AT LADERA VISTA JUNIOR HIGH SCHOOL OF THE ARTS AND NICOLAS JUNIOR HIGH SCHOOL FROM JULY 1, 2020 TO JUNE 30, 2021**

Background: Advancement Via Individual Determination (AVID) is a college readiness system for elementary through higher education that is designed to increase schoolwide learning and performance. The AVID College Readiness System (ACRS) accelerates student learning, uses research-based methods of effective instruction, provides meaningful and motivational professional learning, and acts as a catalyst for systemic reform and change. The AVID Agreement was administered through OCDE and has shifted to the District. Ladera Vista Junior High School of the Arts and Nicolas Junior High School are the Fullerton School District schools that will benefit from these services. Ladera Vista is in a planning year to prepare for full implementation in 2021/2022. First time charges are for professional development. Nicolas has been participating in AVID for the past thirteen years.

Rationale: Although AVID serves all students, the AVID elective focuses on the least served students in the academic middle. The formula is that if the school raises expectations of the students with the AVID support system in place, the students will rise to the challenge.

Funding: Cost is not to exceed \$9,779 for participating school sites. \$4,679 to be paid from Nicolas budget (#302) and \$5,100 from Ladera Vista budget (#302).

Recommendation: Approve License and Service Agreement between Fullerton School District and Advancement Via Individual Determination (AVID) to provide support and training for the implementation and evaluation for the AVID Program at Ladera Vista Junior High School of the Arts and Nicolas Junior High School from July 1, 2020 to June 30, 2021.

JL:SC:nm  
Attachment

# AVID Center



## Products and Services Quote/Order

Quote/Order #: Q-78999  
 Client: Fullerton School District  
 Address: 1401 W Valencia Dr  
 Fullerton, CA 92833

AVID Center Representative: Ala Rudziankova  
 Phone: (858) 654-5084  
 Email: arudziankova@avid.org

Effective Date: July 01, 2020

Expiration Date: June 30, 2021

Ladera Vista Jr High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	Planning	\$0.00	\$0.00	\$0.00
6	AVID Summer Institute Registration Fee	\$925.00	\$450.00	\$5,100.00
Ladera Vista Jr High School SUBTOTAL:				<b>\$5,100.00</b>

Nicolas Junior High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$4,099.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$580.00
Nicolas Junior High School SUBTOTAL:				<b>\$4,679.00</b>

**TOTAL: \$9,779.00**

*plus all applicable taxes*

This AVID Products and Services Quote/Order ("Quote/Order"), together with the General Terms and Conditions ("Ts&Cs") attached hereto as Exhibit "A" (collectively, this "Agreement" or "AVID Agreement"), constitutes a binding agreement between AVID Center and the "Client" identified above with respect to the AVID Products and Services (as defined in the Ts&Cs) specified in this Quote/Order. The Ts&Cs attached to this Quote/Order will apply to any Subsequent Quote/Order that is placed by Client. Each party agrees to be bound by the terms of this Agreement and has caused this Agreement to be signed by its duly authorized representative. The terms of this Quote/Order or Subsequent Quote/Order will control in the event of a conflict with the Ts&Cs.

### Additional Comments:

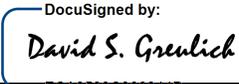
For all 2020-21 contracts, if your teams cannot attend a Summer Institute, your registrations will be converted to an AVID Digital Experience. This new impactful professional learning experience starts with three days of online

**interactions and will extend into a year-long professional learning journey. Details can be found at <https://aviddxp.org/>.**

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their signatures, but such dates shall not alter the Term of this Agreement as specified herein:

AVID Center,  
a California Non-Profit Corporation  
501(c)(3)

Fullerton School District

Signature:   
Print Name: David S. Greulich

Signature: \_\_\_\_\_  
Print Name: Robert Pletka

Title: Controller

Email Address: \_\_\_\_\_

Title: Superintendent

Date: 5/8/2020 | 7:34 AM PDT

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

AVID Center  
9797 Aero Drive, Suite 100  
San Diego, CA 92123  
Employer ID # 33-0522594

**Exhibit "A"****AVID Center General Terms and Conditions**

These General Terms and Conditions (these "Ts&Cs") set forth an agreement by and between AVID Center, a California nonprofit corporation ("AVID Center"), and the "Client" identified in the attached Quote/Order. Client agrees to these Ts&Cs by entering into the Quote/Order or a Subsequent Quote/Order regardless of whether these Ts&Cs are attached to such Quote/Order or Subsequent Quote/Order. These Ts&Cs shall prevail over any terms and conditions contained in any purchase order or other document submitted by Client and fulfillment of the Quote/Order or a Subsequent Quote/Order does not constitute acceptance of any of Client's terms and conditions and does not modify or amend these Ts&Cs. If an individual enters into the Quote/Order or a Subsequent Quote/Order on behalf of his/her employer, then such individual hereby represents and warrants that he/she has the authority to bind such entity to this Agreement.

**Article I. Definitions.** Capitalized terms in these Ts&Cs not defined in the Quote/Order or a Subsequent Quote/Order or elsewhere in these Ts&Cs shall have the meanings set forth below:

1.1. "AVID Materials" shall mean any materials, in any medium, printed or electronic, provided by AVID Center relating to the AVID Products and Services.

1.2. "AVID Member Site" shall mean each Client facility identified in the Quote/Order or a Subsequent Quote/Order where the AVID Products and Services will be implemented.

1.3. "AVID Methodologies" shall mean AVID Center's proprietary methodologies incorporated within the AVID Products and Services.

1.4. "AVID Products and Services" shall mean the descriptions and requirements related to the products and services specified in the Quote/Order or a Subsequent Quote/Order, as described on the area of AVID Center's website located at <https://www.avid.org/Page/3290>. Such descriptions and requirements may change from time to time at AVID Center's sole discretion without prior notice to Client and are hereby incorporated herein by this reference.

1.5. "Proprietary Information" shall mean confidential or proprietary information pertaining to AVID Center's business, products or services, including without limitation AVID Methodologies, techniques, processes, designs, and research, and the terms of this Agreement.

1.6. "Subsequent Quote/Order" shall mean an order signed by AVID Center and Client to renew a subscription of the AVID Products and Services or any Amendment to a Quote/Order.

1.7. "Site Data" shall mean data collected from an AVID Member Site pertaining to student demographics, course enrollment, site characteristics and related outcomes.

1.8. "Student Data" shall mean individual student academic and disciplinary data.

**Article II. Term.**

2.1. **Term.** The term of this Agreement shall commence on the date specified in the Quote/Order or Subsequent Quote/Order and, unless earlier terminated as provided herein, shall continue until the expiration date specified in the Quote/Order, unless renewed pursuant to a Subsequent Quote/Order ("Term").

**Article III. Licenses.****3.1. AVID Products and Services.**

(a) Subject to all of the terms and conditions of this Agreement, AVID Center hereby grants to Client during the Term a limited, non-exclusive, non-transferable license,

without the right to sublicense, to (i) use, and permit AVID Member Sites to use (a) the AVID Products and Services corresponding to such AVID Member Sites as specified in the Quote/Order or a Subsequent Quote/Order, and (b) the AVID Methodologies solely to implement the AVID Products and Services and for no other purpose, and (ii) reproduce the AVID Materials and distribute and display copies of such AVID Materials to staff and students of AVID Member Sites where such AVID Products and Services are implemented.

(b) This Agreement grants Client only the rights to use the AVID Products and Services and AVID Materials as set forth herein and does not convey or transfer title or ownership of any AVID Products and Services or AVID Materials to Client. All rights not expressly granted herein are reserved by AVID Center, and no other licenses are granted herein by implication, estoppel or otherwise.

**3.2 Restrictions.** Except as permitted in this Agreement, Client shall not, nor permit any third party to, engage in any of the following conduct:

(a) Provide, sell, sublicense, transfer, or lease any AVID Products and Services or AVID Materials;

(b) Distribute, broadcast or transmit in any medium whatsoever any AVID Products and Services or AVID Materials, except to AVID Member Sites solely via a password-protected website that is accessible only to staff and students of such AVID Member Site;

(c) Reproduce any AVID Products and Services or AVID Materials, except for classroom or school use;

(d) Distribute or transmit through the Internet any AVID Materials or AVID Methodologies to AVID Member Sites, except to a password-protected website that is accessible only to staff and students of such AVID Member Site;

(e) Enable AVID Member Sites to download electronic versions of any AVID Products and Services or AVID Materials, other than downloads by staff and students of AVID Member Sites who are required to agree prior to downloading (via clicking an "Accept" button or other form of electronic acknowledgement) not to distribute, reproduce, display, or transfer such AVID Products and Services or AVID Materials to anyone other than staff and students of their AVID Member Site;

(f) Modify or create derivative works of any AVID Products and Services or AVID Materials;

(g) Use or integrate any AVID Products and Services or AVID Materials with any product or service other than the AVID Products and Services or to develop any other product or service;

(h) Use any AVID Products and Services or AVID Materials in connection with any timesharing service, service bureau, network or any other services for revenue-generating purposes; or

(i) Obscure, remove, alter or fail to reproduce any copyright notice and other proprietary legends contained on or in any AVID Products and Services or AVID Materials.

### 3.3 AVID Trademarks.

(a) Subject to all of the terms and conditions of this Agreement, AVID Center grants to Client during the Term a limited, nonexclusive, non-transferable, indivisible license, without the right to sublicense, to use the "AVID" trademarks, service marks and logos (collectively, "AVID Trademarks") only (i) as they are incorporated within the AVID Materials; and (ii) on advertising and promotional materials created by Client or AVID Member Sites to promote the AVID Products and Services implemented at such AVID Member Sites.

(b) Client shall at all times use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks.

(c) Client shall not, and shall ensure that AVID Member Sites do not, (i) use any AVID Trademarks as a business name or trade name; (ii) adopt any trademark that is confusingly similar to any AVID Trademarks; (iii) submit any application or otherwise attempt to register for itself or others any AVID Trademarks; (iv) modify or otherwise alter any AVID Trademarks or use any other designs or logos in conjunction with the AVID Trademarks; or (v) use any AVID Trademarks in connection with any product or service other than the AVID Products and Services in accordance with this Agreement.

(d) All use of the AVID Trademarks by Client or an AVID Member Site will include the appropriate trademark symbol and will be in the following form, as appropriate: [AVID Trademark]<sup>®</sup> or [AVID Trademark]<sup>™</sup>. All literature and materials printed, distributed or electronically transmitted by Client or an AVID Member Site and containing any AVID Trademarks will include the following notice, as appropriate: "[AVID Trademark] is a [registered] trademark of AVID Center."

(e) Use by Client or any AVID Member Site of any AVID Trademarks on any product or other item in order to promote the AVID Products and Services shall be subject to AVID Center's prior written approval. Any such uses of AVID Trademarks approved by AVID Center shall be subject to the terms and conditions of this Agreement.

3.4 Ownership. As between the parties, AVID Center shall solely own all right, title and interest, except as licensed to Client hereunder, in and to the AVID Products and Services, AVID Trademarks, and AVID Materials, and any and all modifications, enhancements and derivative works thereof, and all intellectual and proprietary rights related thereto ("Intellectual Property Rights"). In addition, AVID Center shall own any and all suggestions, comments and feedback provided by Client concerning improvements or modifications of any AVID Products and Services (collectively, "Feedback") and AVID Center shall have the right to use, in any manner and for any purpose whatsoever, any and all Feedback. Client agrees to assign and does hereby irrevocably assign to AVID Center all right, title and interest that Client may acquire in and to any and all AVID Products and Services, AVID Trademarks, AVID Materials, and Feedback and all Intellectual Property Rights therein.

3.5 Equitable Relief. Client acknowledges and agrees that AVID Center will be irreparably harmed and money damages would be an inadequate remedy in the event of a breach of this Article III. Client therefore agrees that, in the event of such a breach, in addition to all other available remedies, AVID Center shall be entitled to equitable relief, including without limitation an order of specific performance and/or temporary, preliminary and permanent injunctive relief.

### Article IV. Client's Obligations.

4.1. Infringement by Third Parties. Client shall notify AVID Center of any infringement of any of AVID Center's Intellectual Property Rights of which Client becomes aware. AVID Center shall have the sole right, but not any obligation, to take legal action to enforce such rights and Client agrees to cooperate with AVID Center in any such action and provide all information and assistance reasonably requested by AVID Center at AVID Center's expense.

4.2. Compliance with Laws. Client shall at all times comply with all applicable laws and regulations in its use of the AVID Products and Services.

4.3. Data Collection. During the Term, Client shall provide to AVID Center via a designated secure web portal Site Data and Student Data (collectively, "Data") specified by AVID Center. Client shall collect Data in accordance with applicable privacy laws, including without limitation the federal Family Educational Rights and Privacy Act (FERPA). AVID Center shall maintain in confidence all personally identifiable student information or information that is included in Data that it receives from Client. Client may withhold, revise, and/or edit confidential data, such as student names, Social Security Numbers and any other information the disclosure of which would violate state or federal law. AVID Center agrees not to use any Data in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.

### 4.4. Proprietary Information.

(a) Confidentiality. Client shall hold and maintain all Proprietary Information provided by, or otherwise obtained from, AVID Center in strict confidence and not use or disclose such information to any third party other than to its employees and contractors who have a need to know such information, except to the extent necessary to exercise the rights granted, and perform its obligations, under this Agreement. Client will safeguard all Proprietary Information using the same precautions it uses to protect its own confidential information, but shall in no event exercise less than a reasonable degree of care. Client shall ensure compliance of AVID Member Sites with the obligations in this Section 4.4 and shall be responsible for any AVID Member Site's breach of such obligations.

(b) Exceptions. The restrictions set forth in Section 4.4(a) shall not apply with respect to information which: (i) is already known by Client at time of disclosure; (ii) becomes, through no act or fault of Client or any AVID Member Site, publicly available; (iii) is rightfully received by Client from a third party on a non-confidential basis; or (iv) is independently developed by Client without reference to any Proprietary Information. Notwithstanding Section 4.4(a), Client may disclose Proprietary Information pursuant to a lawful requirement or request of a governmental entity or agency to the minimum extent required, provided that, to the extent permitted by applicable law, Client first notifies AVID Center of such requirement or request and Client cooperates with AVID

Center in seeking a protective order or contesting such required disclosure.

**Article V. Compensation.**

5.1. Invoicing and Payment. AVID Center will invoice Client the amount stated in the Quote/Order or Subsequent Quote/Order, as the case may be, upon execution of the Quote/Order or Subsequent Quote/Order, and Client shall pay to AVID Center the full invoiced amount within thirty (30) days following Client's receipt of the invoice.

5.2. Taxes. Client shall be responsible for the payment of any applicable sales or use taxes or any value added or similar taxes payable with respect to the AVID Products and Services provided by AVID Center or arising out of or in connection with this Agreement.

5.3. No Right of Offset. Client shall have no right to offset any amount or claim against amounts payable to AVID Center hereunder.

**Article VI. Representations and Warranties; Warranty Disclaimer.**

6.1. Representations and Warranties. Each party represents and warrants to the other party that its execution and delivery of this Agreement, and its performance of this Agreement, (i) are within its power and authority; (ii) do not require any consent or other action by and in respect of or filing with any third party or governmental body or agency; and (iii) do not, and will not, violate or conflict with or constitute a default under any applicable law, regulation, or published interpretive guidance or ruling.

6.2. Warranty Disclaimer.

(a) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1., NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND EACH PARTY DISCLAIMS ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(b) AVID CENTER DOES NOT WARRANT THAT THE AVID PRODUCTS AND SERVICES WILL MEET CLIENT'S OR ANY AVID MEMBER SITE'S REQUIREMENTS AND AVID CENTER DOES NOT MAKE ANY WARRANTY WITH RESPECT TO CLIENT'S OR ANY AVID MEMBER SITE'S USE OR INABILITY TO USE ANY OF THE AVID PRODUCTS AND SERVICES OR THE RESULTS GENERATED FROM THE USE OF ANY OF THE AVID PRODUCTS AND SERVICES.

**Article VII. Limitation of Liability.**

7.1. Exclusion of Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY ARISING OUT OF THIS AGREEMENT UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, INCLUDING TORT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, BREACH OF CONTRACT OR BREACH OF WARRANTY, FOR (a) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; OR (b) THE COST OF PROCURING SUBSTITUTE GOODS, SERVICES, TECHNOLOGY OR RIGHTS.

7.2. Maximum Liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR OTHERWISE, AVID CENTER SHALL HAVE NO LIABILITY FOR DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT PAID BY CLIENT HEREUNDER AND

CLIENT SHALL HAVE NO LIABILITY FOR DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT PAID OR PAYABLE BY CLIENT HEREUNDER WITH RESPECT TO THE QUOTE/ORDER OR SUBSEQUENT QUOTE/ORDER GIVING RISE TO LIABILITY.

7.3. Exceptions. THE EXCLUSIONS OF DAMAGES AND LIABILITY LIMITATIONS IN SECTIONS 7.1 AND 7.2 SHALL NOT APPLY TO ANY BREACH OF CLIENT'S OBLIGATIONS UNDER ARTICLE III OR SECTION 4.4 OR ANY VIOLATION OR INFRINGEMENT OF AVID CENTER'S INTELLECTUAL PROPERTY RIGHTS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING A FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**Article VIII. Termination.**

8.1. By AVID Center. AVID Center may terminate this Agreement in its entirety or with respect to one or more AVID Member Sites in the event of Client's material breach of this Agreement, which is not fully cured within thirty (30) days following AVID Center's notice of the breach. In the event Client's breach is not cured, AVID Center shall notify Client of its election to terminate this Agreement or, if termination is limited to one or more AVID Member Sites, AVID Center shall notify Client of the AVID Member Sites so terminated.

8.2. By Client. Client may terminate this Agreement for any reason, or no reason, upon thirty (30) days' prior written notice to AVID Center.

8.3. Effect of Termination. Upon termination or expiration of this Agreement or with respect to termination of one or more AVID Member Sites, (a) the licenses granted to Client hereunder, or the rights granted hereunder with respect to the terminated AVID Member Sites, shall automatically terminate and all rights shall revert to AVID Center; (b) Client shall immediately discontinue use of the AVID Products and Services and cease using the AVID Materials, AVID Methodologies, and AVID Trademarks in all AVID Member Sites following termination or expiration of this Agreement, or, in the case of termination of one or more AVID Member Sites, in the terminated AVID Member Sites; (c) Client shall pay to AVID Center all unpaid amounts that are due and payable hereunder and shall remain liable for its obligations or other actions that accrued or occurred prior to the date of termination or expiration; and (d) Client shall promptly return to AVID Center all AVID Materials and Proprietary Information (including copies) in its possession or control following termination or expiration of this Agreement.

8.4. Survival. All accrued rights to payment and the parties' respective rights, obligations and duties under Articles I, VI, VII, and VIII and Sections 3.4, 3.5, 4.1, 4.4, and 5.1 shall survive expiration or any termination of this Agreement.

**Article IX. General Provisions**

9.1. Independent Contractors. The relationship between the parties is that of independent contractors and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

9.2. Cumulative Remedies. All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise.

9.3. Governing Law/Venue. This Agreement shall be governed by and interpreted under California law, without regard to its conflict of laws provisions, and, except as provided in Section 9.4, the state and federal courts located within the County of San Diego, California shall have the exclusive

jurisdiction over all disputes and causes of action relating to this Agreement.

**9.4. Dispute Resolution.**

(a) Before initiating any legal action, the parties will endeavor to settle any dispute, controversy or claim arising out of or relating to this Agreement or a party's performance or lack of performance hereunder (a "Dispute") by mediation conducted by JAMS, Inc. ("JAMS") in San Diego, California. The requesting party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.

(b) If the Dispute is not resolved within sixty (60) days following the request for mediation, the Dispute shall be resolved by final and binding arbitration in accordance with the JAMS Streamlined Arbitration Rules & Procedures then in effect (the "Rules"), except as modified by this Agreement. The arbitration will be conducted by one arbitrator approved by both parties; provided, however, if the parties fail to approve the arbitrator within ten (10) days after the written demand for arbitration, then either party to the dispute may request that JAMS select the arbitrator in accordance with the Rules. The final decision of the arbitrator shall include the dollar amount of the award to such party, if any, and the findings of fact and conclusions of law on which it is based shall be furnished to the parties in writing and shall be binding upon the parties. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof.

**9.5. Attorneys' Fees.** The prevailing party in any legal action or proceeding related to this Agreement shall, in addition to all other remedies, be entitled to an award of its attorneys' fees.

**9.6. Force Majeure.** Neither party shall be liable for nonperformance or any delay caused by an event reasonably beyond its control including, but not limited to, wars, acts of terrorism, compliance with laws or regulation (including, without limitation, those related to infringement), fires, floods, earthquakes or any Act of God or any law, proclamation, regulation, ordinance or other act or order of any court, government or governmental agency.

**9.7. Severability.** If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and be enforceable.

**9.8. Notices.** All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one business day following delivery by a nationally recognized overnight courier with tracking capabilities, or three business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested, to the address of the party to be notified set forth in the Quote/Order or a Subsequent Quote/Order. Notice of change of address shall be given by written notice in the manner set forth in this Section 9.8.

**9.9. Waiver.** The waiver by either party of any breach or failure to require performance by the other party shall not constitute the waiver of any other or subsequent breach or diminish the right to require such performance in the future.

**9.10. No Third-Party Beneficiaries.** Nothing in this Agreement shall confer upon any person or entity other than the parties and their respective successors or permitted assigns, any rights, obligations, or remedies hereunder (whether as a third-party beneficiary or otherwise).

**9.11. No Assignment.** Client may not assign any of its rights or delegate any of its obligations under this Agreement without AVID Center's prior written consent and any purported assignment in the absence of such consent shall be null and void.

**9.12. Amendment.** No amendment or modification of this Agreement shall be binding, unless it is in writing and signed by both parties.

**9.13. Headings; Construction.** Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement. Each party agrees that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

**9.14. Entire Agreement.** This Agreement is the entire agreement between the parties relating to the subject matter hereof, and all quotes, communications, understandings and agreements relating to the same subject matter are merged into, and superseded by, this Agreement.

**9.15. Counterparts.** This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing a signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

CONSENT ITEM

**DATE:** June 9, 2020

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

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

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

Background: Board approval was granted on May 21, 2020 (Board Agenda Item #100) for Marzano Research Laboratory to provide Fullerton School District with High-Reliability Schools (HRS) Level 1, 2, and 3 professional development for the 2019/2020 school year. An Amendment is requested to lower the total cost of the Contract due to a change from physical to virtual certifications and having one date unused to be determined in the next school year.

Rationale: Due to current COVID-19 guidelines, many programs are being held virtually.

Funding: Original cost approved was \$96,000 and is reduced by \$6,400 for a total of \$89,600 per Exhibit B (page 5 of 6).

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

JL:nm  
Attachment:  
(Contract Exhibit B, Page 5 of 6)



## HOST CONTRACT

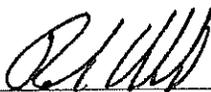
Effective May 1, 2019, Fullerton School District (“Host”) and Marzano Research, LLC (“Marzano Research”) agree that Marzano Research will provide an Associate to disseminate information to Host in exchange for \$96,000.00 (USD). The parties agree as follows:

1. **Services:** Marzano Research agrees to provide the services described in Exhibit A—Description of Services.
2. **Compensation:** Host will pay Marzano Research a total contract amount of \$96,000.00 (USD). Host will provide a purchase order for the total contract amount immediately upon entering the contract. Host will pay Marzano Research a non-refundable deposit of 20% of the total contract amount, \$19,200.00 (USD), which will be applied toward payment of the total contract amount and invoiced immediately upon executing this Contract. The remaining contract balance of \$76,800.00 (USD) will be invoiced upon completion of the services (See Exhibit B--Schedule of Payments). Host agrees to reimburse any expenses incurred by Marzano Research that result from Host's delay in providing a purchase order. All payments are due net 30 days from date of invoice. All late payments are subject to a Finance Charge of 1.5% monthly.
3. **Travel Arrangements and Expenses:** The total contract amount includes all travel, lodging, and other incidental expenses incurred by Associate.
4. **Intellectual Property:** Host acknowledges that Marzano Research or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with the services performed under this Agreement, and that no materials will be developed specifically for Host. Marzano Research or Associate shall retain all copyrights owned prior to entering this Agreement, and Host may not reproduce any materials not designated reproducible without the express written permission of Marzano Research. Host is responsible for the reproduction of all handouts and other print materials related to the services, and Host will notify the Associate directly of any deadlines for reproduction.
5. **Audio/Video Equipment:** Host will provide audio/video equipment and technical support for the sessions.
6. **Recording of Presentation:** All audio and video recording is prohibited.
7. **Confidentiality:** Marzano Research will keep confidential any information or data not generally known to the public it encounters in performing under this Contract. Marzano Research will require any subcontractors it may hire to keep such data confidential, and proof thereof will be made available upon Host's request.
8. **Termination:** If Host terminates this Contract within 90 days of the workshop for any reason but Force Majeure, Host shall reimburse Marzano Research for any reasonable business expenses incurred in anticipation of performance of this Contract that exceed the amount of the deposit. Marzano Research may terminate this Contract if Marzano Research has not received a purchase order within 30 days of the effective date of this Contract.
9. **Force Majeure:** If events beyond the parties' control, such as acts of God, disaster, war, curtailment or interruption of transportation facilities, acts of terrorism, State Department or other governmental or international agency travel advisory, civil disturbance, interruption or cessation of electrical power, strikes,

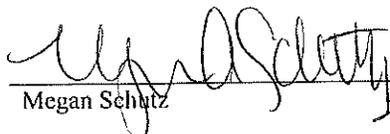
disease, epidemic, or any other cause beyond the parties' control which makes it impossible for to perform under this Contract, then Marzano Research agrees to offer services at a later date, provided such can be rescheduled with Host. Marzano Research shall have an affirmative duty to notify Host immediately of any circumstance or event that will prevent Marzano Research from performing under this Contract.

10. **Indemnity:** Marzano Research shall indemnify and hold harmless Host from any and all claims, actions, costs, or liabilities arising from Marzano Research's negligent acts or omissions during the course of performance under this Contract, except those resulting from Host's negligence.
11. **Notices:** All notices to be given under this Contract shall be sent by certified mail to Marzano Research LLC, 555 N. Morton St., Bloomington, Indiana 47404, and to Fullerton School District, 1401 W Valencia Dr, Fullerton, CA 92833 or to such address as may be given by either party in writing. Notice shall be deemed given on the date of mailing.
12. **Governing Law/Venue:** This Contract shall be deemed to have been made in the State of Indiana and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Indiana, without regard to conflict of laws principles. Judicial proceedings regarding any matter arising under the terms of this Contract shall be brought solely in the federal or local courts of the State of Indiana.
13. **Nature of Contract:** Host is engaging Marzano Research's services as an independent contractor, and nothing in this Contract shall be construed as an agreement for employment. This Contract is non-exclusive, and Marzano Research may enter into contracts with other parties for professional services similar to those set forth in this Contract.
14. **Entire Contract:** This Contract and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Contract shall be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Contract or of any subsequent default or breach of the same or a different kind.

This Contract is acknowledged and accepted by Host and Marzano Research:

  
\_\_\_\_\_  
Dr. Robert Pletka  
Superintendent  
Fullerton School District

5/21/19  
Date

  
\_\_\_\_\_  
Megan Schutz  
Professional Development Manager  
Marzano Research, LLC

5/21/19  
Date

**EXHIBIT A  
DESCRIPTION OF SERVICES**

**Service 1:**

**Date:** September 5, 2019  
**Speaker:** Phil Warrick  
**Topic:** Leading High Reliability Schools  
**Format:** On-site  
**Cost:** \$8,000.00, inclusive of travel and expenses

**Service 2:**

**Date:** September 20, 2019  
**Speaker:** Phil Warrick  
**Topic:** Leading High Reliability Schools  
**Format:** On-site  
**Cost:** \$8,000.00, inclusive of travel and expenses

**Service 3:**

**Date:** September 30, 2019  
**Speaker:** Phil Warrick  
**Topic:** Leading High Reliability Schools  
**Format:** On-site  
**Cost:** \$8,000.00, inclusive of travel and expenses

**Service 4:**

**Date:** October 7, 2019  
**Speaker:** Phil Warrick  
**Topic:** Leading High Reliability Schools  
**Format:** On-site  
**Cost:** \$8,000.00, inclusive of travel and expenses

**Service 5:**

**Date:** October 8, 2019  
**Speaker:** Phil Warrick  
**Topic:** Leading High Reliability Schools  
**Format:** On-site  
**Cost:** \$8,000.00, inclusive of travel and expenses

**Service 6:**

**Date:** January 16, 2020  
**Speaker:** Phil Warrick  
**Topic:** Leading High Reliability Schools  
**Format:** On-site  
**Cost:** \$8,000.00, inclusive of travel and expenses

**Service 7:**

**Date:** January 17, 2020  
**Speaker:** Phil Warrick  
**Topic:** Leading High Reliability Schools  
**Format:** On-site  
**Cost:** \$8,000.00, inclusive of travel and expenses

**Service 8:**

**Date:** April 2, 2020

**Speaker:** Phil Warrick

**Topic:** High Reliability Schools Certification

**Format:** ~~On-site~~ - Virtual

**Cost:** \$8,000.00, inclusive of travel and expenses

**Service 9:**

**Date:** April 3, 2020

**Speaker:** Phil Warrick

**Topic:** High Reliability Schools Certification

**Format:** ~~On-site~~ - Virtual

**Cost:** \$8,000.00, inclusive of travel and expenses

**Service 10:**

**Date:** ~~April 7, 2020~~ - TBD

**Speaker:** Phil Warrick

**Topic:** ~~High Reliability Schools Certification~~ - TBD

**Format:** On-site

**Cost:** \$8,000.00, inclusive of travel and expenses

**Service 11:**

**Date:** April 9, 2020

**Speaker:** Phil Warrick

**Topic:** High Reliability Schools Certification

**Format:** ~~On-site~~ - Virtual

**Cost:** \$8,000.00, inclusive of travel and expenses

**Service 12:**

**Date:** April 10, 2020

**Speaker:** Phil Warrick

**Topic:** High Reliability Schools Certification

**Format:** ~~On-site~~ - Virtual

**Cost:** \$8,000.00, inclusive of travel and expenses

**EXHIBIT B**  
**SCHEDULE OF PAYMENT**

<b>Description</b>	<b>Payments</b>	<b>Expected Invoice Date</b>
<b>Payment 1</b>	<b>\$19,200.00</b>	<b>Upon Execution of Contract</b>
<b>Payment 2</b>	<b>\$19,200.00</b>	<b>September 30, 2019</b>
<b>Payment 3</b>	<b>\$12,800.00</b>	<b>October 8, 2019</b>
<b>Payment 4</b>	<b>\$12,800.00</b>	<b>January 17, 2020</b>
<b>Payment 5</b>	<b><del>\$32,000.00</del> - \$25,600.00</b>	<b>April 10, 2020</b>
Payment 6	\$6,400.00	TBD

## **Marzano High Reliability Schools Contract Attachment to Exhibit B**

### **Level 1 Schools**

**Ladera Vista JHS**, Principal: Bill Lynch  
1700 E. Wilshire, Fullerton, CA 92831  
Phone: 714/447-7765  
Email: bill\_lynch@myfsd.org

**Orangethorpe School**, Principal: Ginger Frady  
1400 E. Brookhurst Road, Fullerton, CA 92833  
Phone: 714/447-7730  
Email: ginger\_frady@myfsd.org

**Richman School**, Principal: Kristen Holm  
700 S. Richman Ave., Fullerton, CA 92832  
Phone: 714/447-7745  
Email: kristen\_holm@myfsd.org

**Valencia Park School**, Principal: Erlinda Soltero Ruiz, Ed.D.  
3441 W. Valencia Drive, Fullerton, CA 92833  
Phone: 714/447-7755  
Email: erlinda\_soltero\_ruiz@myfsd.org

CONSENT ITEM

**DATE:** June 9, 2020

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

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

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

**SUBJECT:** APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND SEESAW, TO PROVIDE A PLATFORM FOR DIGITAL STUDENT PORTFOLIOS AND FAMILY COMMUNICATION AT PACIFIC DRIVE SCHOOL FOR THE 2020/2021 SCHOOL YEAR

Background: Seesaw is an online LMS (Learning Management System) that allows students to access and submit assignments while building a digital learning portfolio. Students are able to submit written, drawn, and verbally recorded assignments. The Seesaw platform also allows for asynchronous family communication, both through messages to the teacher as well as comments on assignments between the student and family.

Pacific Drive teachers have taken advantage of the Seesaw free trial during distance learning in the spring of 2020. The capabilities of Seesaw had a positive impact on our instructional model that will last well beyond the period of distance learning.

Seesaw will provide 560 student licenses to accommodate students in general education, special education, and the Dual Language Academy in grades TK-5.

Rationale: Both during distance learning and beyond, students benefit from the Seesaw platform that tracks progress and builds a sense of accomplishment supported by both their teachers and families.

Funding: Total cost not to exceed \$3,080 and is to be paid from site instructional materials budget (#812).

Recommendation: Approve Agreement between Fullerton School District and Seesaw, to provide a platform for digital student portfolios and family communication at Pacific Drive School for the 2020/2021 school year.

JL:KC:nm  
Attachment



Company Address 180 Montgomery St.  
 Suite 750  
 San Francisco, CA 94104  
 United States

Phone (415) 870-4468

Please send any billing questions to [accounting@seesaw.me](mailto:accounting@seesaw.me)

Bill To Name Pacific Drive Elementary School

Created Date 4/8/2020

Expiration Date 4/14/2020

Quote Number 00016529

### Contract Summary

Contract Start Date 7/1/2020

Contract End Date 6/30/2021

# of Students 560.00

Contract Notes • April-June 2020 added on for free

Grand Total USD 3,080.00

### Contract Details

Product	Quantity	Sales Price	Total Price	Invoice Date
Seesaw for Schools	560.00	USD 5.50	USD 3,080.00	7/1/2020

### School Admin Contact (e.g. Principal, Director of Instructional Tech, etc.)

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

### Tech Contact (Who can help set up your school?)

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

### Billing Contact (Who should we send invoices to?)

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

### School Address

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip / Post Code: \_\_\_\_\_

This contract is a binding agreement. By signing, your school or district must pay the full amount quoted per the payment schedule above. Please make sure you have proper payment authorization (including a PO # if required) before signing.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

PO Number (if required): \_\_\_\_\_

CONSENT ITEM

**DATE:** June 9, 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 1129 FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval is requested for warrant numbered 1129 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	\$1,286.26
	Total	<u>\$1,286.26</u>

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

Funding: The total amount presented for approval is \$1,286.26 from District 40, General Fund.

Recommendation: Approve/Ratify warrant numbered 1129 for the 2019/2020 school year.

RC:MG:yd

CONSENT ITEM

**DATE:** June 9, 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 1214 THROUGH 1215 FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval is requested for warrant numbered 1214 through 1215 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	\$1,075,217.70
	Total	<u>\$1,075,217.70</u>

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

Funding: The total amount presented for approval is \$1,075,217.70 from District 48, General Fund.

Recommendation: Approve/Ratify warrant numbered 1214 through 1215 for the 2019/2020 school year.

RC:MG:yd

CONSENT ITEM

**DATE:** June 9, 2020  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services  
**SUBJECT:** APPROVE ORGANIZATIONAL MEMBERSHIPS FOR 2020/2021

Background: Each year the Board approves organizational memberships. These memberships provide opportunities for staff development and literature related to specific responsibility areas. Staff is requesting approval of the 2020/2021 organizational memberships listed on the attachment.

The Board will note that the annual membership costs are listed as “estimated.” Any unknown costs were increased by approximately 10% over the 2019/2020 expenditure level, even though staff does not expect the increases to be that high for the 2020/2021 year.

Rationale: Participation in organizational memberships provides additional opportunities for staff to increase knowledge and skills in specific job-related areas.

Funding: Costs will be paid by appropriate Fund.

Recommendation: Approve organizational memberships for 2020/2021.

RC:yd  
Attachment

## 2020/2021 ORGANIZATIONAL MEMBERSHIPS

ORGANIZATION	COST**	DEPARTMENT
ACSA Educational Institution Service	\$660	Board Discretionary
Association for Supervision and Curriculum Development (ASCD)	\$175	Educational Services
Association of California School Administrators (ACSA)	\$2,000	Business Services
Association of California School Administrators (ACSA)	\$2,000	Certificated Personnel
Association of California School Administrators (ACSA)	\$2,000	Educational Services
Association of California School Administrators (ACSA)	\$2,000	Innovation/Instructional Support
Association of California School Administrators (ACSA)	\$2,000	Personnel Commission
Association of California School Administrators (ACSA)	\$2,000	Superintendent
Calif. Assoc. of School Business Officials (CASBO) (Organizational)*	\$3,500	Business Services
California Assoc. Supervisors of Child Welfare & Attendance	\$75	Child Welfare & Attendance
California Association for the Gifted (CAG)	\$140	Educational Services
California Association of Bilingual Education (CABE)	\$500	Educational Services
California Association of School Transportation Officials (CASTO) (2)*	\$200	Transportation
California Commission on Teacher Credentialing UC Regents (CTC)	\$1,300	Educational Services
California Consortium for Independent Study	\$60	Child Welfare & Attendance
California IT In Education (CITE)**	\$500	Innovation/Instructional Support
California Institute for School Improvement (CISI)	\$1,000	Educational Services
California Public Employer Labor Relations Association	\$350	Certificated Personnel
California School Boards Association	\$17,500	Board Discretionary
California School Boards Association (GAMUT)	\$825	Board Discretionary
California School Boards Association (GAMUT)	\$1,000	Business Services
California School Boards Association (GAMUT)	\$825	Certificated Personnel
California School Boards Association (GAMUT)	\$825	Educational Services
California School Boards Association (GAMUT)	\$825	Personnel Commission
California School Nutrition Association (3)*	\$165	Nutrition Services
California School Public Relations Association (CalSPRA) (4)*	\$335	Risk Management
California Schools Personnel Commissioners Association	\$800	Personnel Commission
Californians for Quality Early Learning (3)*	\$597	Child Development
Coalition for Adequate School Housing	\$787	Facilities, Maint. and Operations
Coalition for Adequate School Housing Maintenance Network	\$282	Facilities, Maint. and Operations
Commission on Dietetic Registration	\$200	Nutrition Services
Computer-Using Educators (CUE)	\$3,000	Business Services
Computer-Using Educators (CUE)	\$40	Educational Services
Coop. Org. for the Development of Employee Selection Process	\$2,050	Personnel Commission

COSTCO (3)*	\$180	Nutrition Services
COSTCO (Organizational)*	\$165	Business Services
Crisis Prevention Institute	\$150	Educational Services
Digital Promise	\$4,000	Superintendent
Disability Management Employer Coalition (DMEC)	\$530	Risk Management
Driver Trainer Advisory Council (DTAC) (2)*	\$50	Transportation
Edjoin	\$3,000	Certificated Personnel
Every Child California (5)*	\$1,500	Child Development
Frontline	\$29,000	Certificated Personnel
Fullerton Chamber of Commerce	\$600	Superintendent
Fullerton Collaborative	\$1,000	Child Welfare & Attendance
International Personnel Management Association (3)*	\$397	Personnel Commission
Leadership Associates	\$5,500	Superintendent
National Afterschool Alliance (3)*	\$297	Child Development
National Alliance for Insurance Education and Research	\$70	Risk Management
National Assoc. for the Education of Young Children NAEYC (4)*	\$600	Child Development
National Association for Gifted Children (NAGC)	\$120	Educational Services
National Association for Pupil Transportation NAPT (2)*	\$190	Transportation
National Association of Elementary School Principals (NAESP)	\$235	Educational Services
National Association of School Nurses	\$105	Educational Services
National Association of State Directors of Teacher Education and Certification (NASDTEC)	\$700	Certificated Personnel
Needlework Guild of America (NGA)	\$50	Child Welfare & Attendance
Needlework Guild of America (NGA)	\$50	Educational Services
North American Reggio Emilia Alliance (3)*	\$225	Child Development
North Orange County Superintendents' Association	\$75	Superintendent
Orange County School Boards Association	\$200	Superintendent
Orange County Superintendents ACSA Region XVII	\$300	Superintendent
Personnel Commissioners Association of Southern California	\$40	Personnel Commission
Personnel Testing Council of Southern California (2)*	\$80	Personnel Commission
Public Agency Risk Managers Association (PARMA)	\$150	Risk Management
Rotary Club of Fullerton	\$2,000	Superintendent
Sam's Club (Organizational)*	\$45	Business Services
School Nutrition Association (SNA) (3)*	\$398	Nutrition Services
School Services of California (SSC)	\$4,200	Business Services
Society for Human Resource Management	\$209	Personnel Commission
Society for Industrial and Organizational Psychology (SIOP) (2)*	\$370	Personnel Commission

Society of Human Resources Professional (SHRM)	\$219	Risk Management
Southern California Public Management Assoc. (4)*	\$150	Personnel Commission
Southern California Superintendents	\$150	Superintendent

*\*Denotes membership for more than one individual*

*\*\*Estimated*

CONSENT ITEM

**DATE:** June 9, 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 PIGGYBACK BETWEEN FULLERTON SCHOOL DISTRICT AND DRIFTWOOD DAIRY, FROM SANTA ANA UNIFIED SCHOOL DISTRICT FOOD SERVICE AGENCY PIGGYBACKABLE BID #09-19 FOR DAIRY AND JUICE PRODUCTS FOR THE 2020-2021 SCHOOL YEAR

Background: Public Contract Code Section 20118 and California Ed Code section 17596 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 district.

This contract for services is for a one-year term of July 1, 2020 through June 30, 2021. Piggyback documentation is available for review in the Superintendent's office.

Rationale: Pursuant to Section 20118 of the Public Contract Code, the Board of Trustees of the Fullerton School District determines it is in the best interest of the District to contract for services using the Santa Ana Unified School District Food Service Agency Bid #09-19.

Funding: Nutrition Services Fund.

Recommendation: Approve piggyback between Fullerton School District and Driftwood Dairy, from Santa Ana Unified School District Food Service Agency piggybackable bid #09-19 for dairy and juice products for the 2020-2021 school year.

RC:MB:tg

CONSENT ITEM

**DATE:** June 9, 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 PIGGYBACK BETWEEN FULLERTON SCHOOL DISTRICT AND GOLD STAR FOODS INC. FROM COLTON JOINT UNIFIED SCHOOL DISTRICT FOR THE FOLLOWING PIGGYBACKABLE BID NO. RFP #CJNS-2018-19-BREAD FOR THE DISTRIBUTION OF BREAD AND TORTILLA PRODUCTS FOR THE 2020-2021 SCHOOL YEAR**

Background: Public Contract Code Section 20118 and California Ed Code section 17596 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 district.

This contract for services is for a one-year term of July 1, 2020 through June 30, 2021. Agreement documentation is available for review in the Superintendent's office.

Rationale: Pursuant to Section 20118 of the Public Contract Code, the Board of Trustees of the Fullerton School District determines it is in the best interest of the District to contract for services using the Colton Unified School District Bid No. RFP #CJNS-2018-19-Bread for the distribution of bread and tortilla products for the 2019/2020 school year.

Funding: Nutrition Services Fund.

Recommendation: Approve piggyback between Fullerton School District and Gold Star Foods Inc., from Colton Joint Unified School District for the following piggybackable Bid No. RFP #CJNS-2018-19-Bread for the distribution of bread and tortilla products for the 2020-2021 school year.

RC:MB:tg

CONSENT ITEM

**DATE:** June 9, 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 PIGGYBACK BETWEEN FULLERTON SCHOOL DISTRICT AND SUNRISE PRODUCE COMPANY, FROM RIVERSIDE UNIFIED SCHOOL DISTRICT PIGGYBACKABLE RFP NO. 2017/18-12 FOR THE CATEGORY OF FRESH AND PROCESSED PRODUCE FOR THE 2020-2021 SCHOOL YEAR**

Background: Public Contract Code Section 20118 and California Ed Code section 17596 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 District.

This contract for services is for a one-year term of July 1, 2020 through June 30, 2021. Piggyback documentation is available for review in the Superintendent's office.

Rationale: Pursuant to Section 20118 of the Public Contract Code, the Board of Trustees of the Fullerton School District determines it is in the best interest of the District to contract for services using the Riverside Unified School District Piggybackable RFP No. 2017/18-12.

Funding: Nutrition Services Fund.

Recommendation: Approve piggyback between Fullerton School District and Sunrise Produce Company, from Riverside Unified School District piggybackable RFP No. 2017/18-12 for the category of Fresh and Processed Produce for the 2020-2021 school year.

RC:MB:tg

CONSENT ITEM

**DATE:** June 9, 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 REQUEST FOR PROPOSAL OF CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND GOLD STAR FOODS RFP NO. 2019-04 FOR THE DISTRIBUTION OF FROZEN, REFRIGERATED, PROCESSED COMMODITY, SNACKS AND DRY FOOD PRODUCTS FOR THE 2020/2021 SCHOOL YEAR**

Background: Nutrition Services conducted the formal bid process for RFP No. 2019-04 Gold Star Foods for the distribution of Frozen, Refrigerated, Processed Commodity, Snacks and Dry Food Products. All submitted bid packets were evaluated and compared for this category. Each food line item meets or exceeds National School Lunch Program and Child and Adult Care Food Program guidelines.

This contract for services is for one-year term of July 1, 2020 through June 30, 2021 with one (1) one-year renewal period upon mutual agreement at the option of the Board of Trustees. Bid sheets are available for review in the Superintendent's office.

Rationale: Food products are necessary elements to the Nutrition Services Department for operation of the School Breakfast Program and National School Lunch Program.

Funding: Nutrition Services Fund.

Recommendation: Approve request for proposal of contract between Fullerton School District and Gold Star Foods RFP No. 2019-04 for the distribution of frozen, refrigerated, processed commodity, snacks, and dry food products for the 2020/2021 school year.

RC:MB:tg

CONSENT ITEM

**DATE:** June 9, 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:** RENEW AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ORANGE COUNTY PUBLIC SAFETY FOR SECURITY AND ALARM RESPONSE SERVICES FROM JULY 1, 2020 THROUGH JUNE 30, 2022

Background: The District contracts with an outside company to provide after-hours security monitoring and alarm response for all sites. The District has contracted with Orange County Public Safety for several years and has been satisfied with their performance. Therefore, it is recommended the District contract with Orange County Public Safety to provide these services for the period from July 1, 2020 to June 30, 2022.

Rationale: When District employees are unable to provide necessary services, the District enters into agreements with the appropriate service providers to provide specialized services to the District and who are specially trained, experienced, and competent to perform the required services. This agreement had been a year-to-year agreement in the past. In order to avoid a cost increase, we agreed to sign a two-year agreement starting in 2018.

Funding: Services are provided at an annual rate of \$67,800 from the General Fund.

Recommendation: Renew agreement between Fullerton School District and Orange County Public Safety for security and alarm response services from July 1, 2020 through June 30, 2022.

RC:SS:mm  
Attachments

## 2020-2022 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Orange County Public Safety**, 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 **uniformed, armed security officers as specified in Exhibit A, Scope of Work, attached, to respond to alarm activations, to protect lives and property, and ensure personal safety**, hereinafter referred to as "Services."

2. Term. Contractor shall commence providing Services under this Agreement on **July 1, 2020**, and will diligently perform as required and complete performance by **June 30, 2022**. At that point, all parties will reassess the contract and make any necessary adjustments or revisions as needed.

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Thirty-three thousand, nine hundred and no cents** dollars (**\$33,900.00**) per six months. District shall pay Contractor according to the following terms and conditions: **Contractor shall submit a detailed invoice to the District. Payment for services must be received within ten calendar days from the first of the month. 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:

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

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

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

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

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

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

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

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

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

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

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

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

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

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$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 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: Robert R. Coghlan, Ph.D.,**

**Contractor:**  
**Orange County Public Safety**  
**1040 E. Whittier Blvd., Suite 205**  
**La Habra, CA 90631**  
**Attn: Al Rodriguez, Co-owner**

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 **9th day of June, 2020**.

FULLERTON SCHOOL DISTRICT

By: \_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Contractor Name)

By: \_\_\_\_\_  
(Signature)

(Title) \_\_\_\_\_

-On File-

\_\_\_\_\_  
Taxpayer Identification Number



CA PPO # 16622

**ORANGE COUNTY PUBLIC SAFETY**  
*"Service, Pride, Safety"*

1040 E. Whittier Blvd  
Suite 205  
La Habra, CA 90631  
P:(951)642-0247  
F:(951)346-9344

**SERVICE AGREEMENT**  
**(2 YEAR)**

This service agreement is made this 9<sup>th</sup> day of June 2020, by and between:  
ORANGE COUNTY PUBLIC SAFETY ("Contractor") and The Fullerton School District ("Client").  
SERVICE ADDRESS: 1401 W. Valencia Drive, Fullerton, CA  
BILLING ADDRESS: 1401 W. Valencia Drive, Fullerton, CA

**1. SCOPE OF SERVICES, AUTHORIZATION:** Client authorizes Orange County Public Safety ("Contractor") to enter the property at the service address in order to perform the security services as specified in Exhibit A, entitled "Scope of Work." Client warrants that it is the owner and/or other person in control of such property, or has full authority from such person to grant such authorization. Dedicated Officer and alarm response services shall be performed beginning July 1, 2020.

**2. PAYMENT:** Contractor shall bill the client for patrol and alarm response services provided. The Client understands and agrees to pay for security services as set forth and agreed to by both client and contractor.

**3. SERVICE FEE:** The Client agrees to pay **\$33,900** per 6-months for services provided for the Fullerton School District, Fullerton, California. The invoice will be provided to the Client on the 1<sup>st</sup> of the month, for services to be rendered the 1<sup>st</sup> of the month through the last day of the sixth month (i.e. an invoice submitted June 1, will be paid by July 1, for services to be rendered through December 31). Payment for services provided must be received within ten (10) calendar days from the first of the month.

**4. INDEMNIFICATION:** Contractor shall indemnify, hold harmless, and defend Fullerton School District and its affiliated entities and personnel from and against any and all claims, allegations, demands, causes of action, damages, cost or expenses, actual attorney's fees, losses, or liability arising out of, or in connection with, Contractor's operations to be performed under this Agreement and due or claimed to be due to the Contractor's negligence or willful acts or omissions, including that of its employees, subcontractors, or agents. The provisions of this paragraph shall apply regardless of any limitation by insurance and shall survive the expiration or termination of this Agreement.

**5. TERM:** The term of this agreement shall be for ongoing patrol and alarm response services for the Fullerton School District **beginning July 1, 2020 and ending on June 30, 2022**. At that point, all parties will reassess the contract and make any necessary adjustments or revisions as needed. This contract may be terminated by either party with a 30-day notice minimum to terminate in writing.

**6. INSURANCE:** Contractor agrees to secure all insurance that is required for approval by the Fullerton School District.

**7. LIABILITY:** Any personal and/or property damage incurred in enforcing any citizen's arrest will be submitted to OCPS's insurance agency/broker for appropriate handling and resolution. All claims will be investigated accordingly with all supporting documentation collected and submitted to handling agency/company by OCPS, client and or any persons making a claim.

**8. EMPLOYEES:** Client agrees to immediately notify OCPS of any specific concerns or issues observed that they may have with an OCPS officer. Any cause to have any employee removed from Client's property will be investigated immediately. Upon completion and at the sole discretion of the Client, the employee can be removed if justified.

**9. HOURS OF SERVICE:** The Client shall notify Contractor in writing of any change in hours or type of service. All contact shall be directed to Al Rodriguez, Co-Owner and Director of Business Development, Orange County Public Safety.

**10. SECURITY SERVICE:** Orange County Public Safety agrees to furnish uniformed, armed security officers, as specified in Exhibit A, to patrol the Client's property and respond to alarm activations, to protect lives and property, and ensure personal safety.

**11. TOWING:** All tow requests are the responsibility of the Client.

**12. LAW OF CONTRACT:** The Client agrees that this contract shall be construed in accordance with the laws of the State of California. The parties of this agreement hereby irrevocably agree and confer jurisdiction to the state and/or federal courts located in and for the County of Orange, California, in any and all actions relating to this agreement, and waive any additional venue to which either party may be entitled by domicile or otherwise.

**13. INDEPENDENT CONTRACTOR:** Contractor is an independent contractor. Neither Contractor nor any of Contractor's officers, employees, agents, or subcontractors, if any, is an employee of Client by virtue of this Agreement or performance of any services under the Agreement.

**14. LICENSES, PERMITS, ETC:** Contractor represents and warrants to Client that all Contractor services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that Contractor has all the permits, qualifications and approvals of whatsoever nature that are legally required for Contractor to conduct its business, all of which shall be in effect during the term of this Agreement.

**15. ENTIRE AGREEMENT:** This Agreement, including all Exhibits, contains the entire agreement between the parties and supersedes any prior oral or written understanding between the parties. This Agreement shall not be modified except by a mutual agreement of the parties in writing.

**16. EXHIBITS:** The following exhibits are attached and incorporated by reference:

Exhibit A, entitled "Scope of Work"

\_\_\_\_\_  
**Authorized Client Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Authorized Client Printed Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Authorized OCPS Co-Owner Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Al Rodriguez, OCPS Co-Owner Printed Name**

\_\_\_\_\_  
**Date**

## **EXHIBIT A**

### **SCOPE OF WORK**

#### **SECURITY SERVICES:**

- OCPS will provide one (1) dedicated patrol officer and one (1) dedicated marked patrol vehicle during the agreed times of service for alarm response and patrol services Monday through Friday between the hours of 10:00PM and 5:30AM for all schools, including district administrative and maintenance facilities within the respective district.
- OCPS will provide one (1) dedicated patrol officer and one (1) dedicated marked patrol vehicle during the agreed times of service for alarm response and patrol services on weekends, beginning on Friday evening at 10:00PM and ending on Monday morning at 5:30AM.
- OCPS Officers will respond to alarms and investigate any suspicious persons or activities.
- OCPS Officers will complete and submit detailed reports of their findings.
- OCPS will conduct campus and vehicle patrols as agreed upon. Security patrols provide high visibility presence and assist as crime deterrence.
- OCPS will work directly with district administration as well as local law enforcement agencies on issues related to security and public safety for district properties.
- OCPS will provide additional security services to the Fullerton School District upon request. Additional services will be billed separately from this service agreement at a rate reflected by specific services being requested. Please refer to attached amended rate sheet for costs of additional services.
- Any OCPS additional security services to the Fullerton School District will be required to be paid within ten (10) calendar days from date of invoice to Client.
- OCPS will provide one (1) dedicated patrol officer and one (1) dedicated marked patrol vehicle coverage for "Non-Student/Non-Teacher Days, beginning at 10:00PM (refer to Student/Teacher Calendar).
- OCPS will provide one (1) dedicated patrol officer and one (1) dedicated marked patrol vehicle 24-hour coverage for school holidays (refer to Student/Teacher Calendar).
- OCPS will provide a CCW (Concealed Carry Weapon) officer within the district when requested at a rate of \$65.00 an hour with a required four (4) hour minimum for services being requested. The CCW (Concealed Carry Weapon) officer can be requested to be in plain clothing or be in uniform. This does not include a marked patrol vehicle or fire watch officer in the rate.
- OCPS will provide a fire watch officer when requested within the district at a rate of \$65.00 an hour with a required four (4) hour minimum for services being requested. This does not include a marked patrol vehicle or CCW (Concealed Carry Weapon) officer in the rate.

**FSD Amended Contract Rates for 2020-2021 & 2021-2022 School Calendar Years**

**FSD patrol rate (Outside of contract and does not include fire watch officer, marked vehicle, or CCW officer):** *\$32 an hour*

**CCW (Concealed Carry Weapon) officer rate (Outside of contract and does not include a marked patrol vehicle or fire watch officer and officer is in plain clothes for detail):** *\$65 an hour*

**Less than 48 hours emergency rate (Does not include marked patrol vehicle or CCW officer):** *\$55 an hour* (First 48 hours with less than 48 hours notice will be billed at this rate)

**Fire Watch rate (Outside of contract and does not include a marked patrol vehicle or CCW officer):** *\$65 an hour*

**On-Site Dedicated officer rate (Outside of contract and does not include a marked vehicle, fire watch officer or CCW officer):** *\$32 an hour*

**Marked patrol vehicle rate (Outside of contracted marked patrol vehicles and does not include an officer/fire watch or CCW officer):** *\$6 an hour*

*Revised; 05/01/2020*

# Fullerton School District 2020/2021 Pupil Attendance Calendar

## July 2020

4 Independence Day

## August 2020

7 Teachers First Day  
10 Staff Development  
11 All Students Return

## September 2020

7 Labor Day  
23 Staff Development

## October 2020

12 Staff Development

## November 2020

11 Veterans' Day Recognition  
23 - 27 Thanksgiving Break

## December 2020

18 No Attendance for:  
Students, Certificated, &  
Classified less than 12 mo.  
21 - 31 Winter Recess

## July 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4						1	2
5	6	7	8	9	10	11	3	4	5	6	7	8	9
12	13	14	15	16	17	18	10	11	12	13	14	15	16
19	20	21	22	23	24	25	17	18	19	20	21	22	23
26	27	28	29	30	31		24	25	26	27	28	29	30
							31						

## August 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1		1	2	3	4	5	6
2	3	4	5	6	7	8	7	8	9	10	11	12	13
9	10	11	12	13	14	15	14	15	16	17	18	19	20
16	17	18	19	20	21	22	21	22	23	24	25	26	27
23	24	25	26	27	28	29	28						
30	31												

## September 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5		1	2	3	4	5	6
6	7	8	9	10	11	12	7	8	9	10	11	12	13
13	14	15	16	17	18	19	14	15	16	17	18	19	20
20	21	22	23	24	25	26	21	22	23	24	25	26	27
27	28	29	30				28	29	30	31			

## October 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3					1	2	3
4	5	6	7	8	9	10	4	5	6	7	8	9	10
11	12	13	14	15	16	17	11	12	13	14	15	16	17
18	19	20	21	22	23	24	18	19	20	21	22	23	24
25	26	27	28	29	30	31	25	26	27	28	29	30	

## November 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7							1
8	9	10	11	12	13	14	2	3	4	5	6	7	8
15	16	17	18	19	20	21	9	10	11	12	13	14	15
22	23	24	25	26	27	28	16	17	18	19	20	21	22
29	30						23	24	25	26	27	28	29
							30	31					

## December 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5			1	2	3	4	5
6	7	8	9	10	11	12	6	7	8	9	10	11	12
13	14	15	16	17	18	19	13	14	15	16	17	18	19
20	21	22	23	24	25	26	20	21	22	23	24	25	26
27	28	29	30	31			27	28	29	30			

## January 2021

## January 2021

1 New Year's Day  
4 Records Day (Jr. High)  
Staff Development (Elem.)  
5 All Students Return  
18 Martin Luther King Jr. Day

## February 2021

## February 2021

8 Lincoln's Holiday Observed  
15 Presidents' Holiday

## March 2021

## March 2021

22 - 26 Spring Break

## April 2021

## April 2021

## May 2021

## May 2021

28 Last Day of School for all  
students  
31 Memorial Day

## June 2021

## June 2021

-  Students Return
-  Staff Development Day/Conference Day/Records Day (no student attendance)
-  Non Student Day
-  Students' Last Day
-  Holiday/Breaks (no student attendance)

### Quarters (7-8)

Aug. 11 - Oct. 9 (42 days)  
Oct. 13 - Dec. 17 (42 days)  
Jan. 5 - Mar. 12 (46 days)  
Mar. 15 - May 28 (50 days)

### Trimesters (K-6)

Aug. 11 - Nov. 6 (61 days)  
Nov. 9 - Feb. 26 (59 days)  
Mar. 1 - May 28 (60 days)

### Misc. Dates

Fall Conference Week: September 21-25, 2020  
*PreK-6 = Minimum Day*  
Jr. High Fall Conference: 9/17/20 - 9/18/20  
Spring Conference Week: March 8 - 12, 2021  
*PreK-6 = Minimum Day*  
Jr. High Spring Conference: 2/18/21 - 2/19/21

180 Student Days

185 Teacher Work Days (*new teachers work 186 days*)

Board Approved:

REVISED: 10/08/2019

March 12, 2019

November 13, 2019

# Fullerton School District 2021/2022 Pupil Attendance Calendar

## 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: February 11, 2020

*drafted 11/26/2019*

CONSENT ITEM

**DATE:** June 9, 2020

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

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

**SUBJECT:** APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND THRIVELY INC., FOR THE 2020/2021 SCHOOL YEAR

Background: Fullerton School District (FSD) has been exploring different methods of identifying students' learning styles, passions, and interests. Thrively Inc. is an online tool that provides a student learner profile that can be used by students, parents, and teachers to help students better understand themselves and their future options.

Rationale: Thrively Inc., has developed an easy to use online tool that helps identify student learning profiles, identify student passions and possible interests by showcasing "day in the life" videos of various professions. FSD will provide Thrively as a tool to all students and staff to better understand and guide our students to their futures.

Funding: Total cost is not to exceed \$35,000 and is to be paid from the Innovation and Instructional Support budget 409.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Thrively Inc., for the 2020/2021 school year.

JD:kv  
Attachment



**Thrively, Inc.**  
Tax ID#: 46-2938115  
www.thrively.com  
thrive@thrively.com  
(310) 266-0494

3900 W Alameda Ave  
Suite 1200  
Burbank, California 91505  
United States

## QUOTE

Quote Number	<b>0900</b>	<b>Fullerton School District</b>
Quote Date	May 29, 2020	1401 W. Valencia Dr.
Total	\$35,000.00	Fullerton, CA 92833
		jeremy_davis@myfsd.org

Item	Description	Unit Cost	Quantity	Line Total
<b>Thrively Pro District License</b>	District-wide license for Thrively Pro for 2020 - 2021 school year	\$35,000.00	1	\$35,000.00
<b>Thrively PD</b>	15 hours of onsite professional development, implementation and planning; included in the district license		1	
<b>Technical Support</b>	Access to our personalized learning coaches to customize Thrively classroom experience		1	

<b>Terms</b>	Subtotal	\$35,000.00
Payable upon receipt	<b>Total</b>	<b>\$35,000.00</b>

CONSENT ITEM

**DATE:** June 9, 2020

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

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

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

**SUBJECT:** **APPROVE NETWORK SUPPORT SERVICES AGREEMENT WITH ORANGE COUNTY SUPERINTENDENT OF SCHOOLS/ORANGE COUNTY DEPARTMENT OF EDUCATION (OCDE) BEGINNING WITH JULY 1, 2020 THROUGH JUNE 30, 2021**

Background: Fullerton School District (FSD) contracts with Orange County Department of Education (OCDE) for network support services. This agreement addresses access to the BiTech Financial System, Payroll Services and the Time and Attendance System. It includes charges for management of the data circuit that connects FSD. OCDE has changed its rates for services and has moved from a multiyear contract to an annual contract for services.

Rationale: OCDE shares the cost of managing the Intranet network with school districts in Orange County. FSD has used these shared services for several years. This will allow us to keep the use of the county financial systems.

Funding: Cost not to exceed \$4,600 and is to be paid from the Innovation and Instructional Support, budget 409.

Recommendation: Approve Network Support Services Agreement with Orange County Superintendent of Schools/Orange County Department of Education (OCDE) beginning July 1, 2020 through June 30 2021.

JD:sr:kv  
Attachment

2 2020-2021  
3 NETWORK SUPPORT SERVICES AGREEMENT  
4 FULLERTON SCHOOL DISTRICT

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

12 Now, THEREFORE, the Parties hereto mutually agree as  
13 follows:

14 1.0 BASIS OF AGREEMENT. Provide network support services for data  
15 connectivity and support along with DISTRICT internet circuit(s)  
16 handoff and Distributed Denial of Services (DDoS) Protection to  
17 school districts within Orange County in accordance with the terms  
18 and conditions set forth in this AGREEMENT.

19 2.0 NETWORK SUPPORT. SUPERINTENDENT agrees to provide DISTRICT  
20 access to applications and services via the SUPERINTENDENT'S network  
21 utilized by the SUPERINTENDENT. Applications and services shall  
22 include access to the following:

- 23 1. Payroll Services
- 24 2. Financial (Separate contract required)
- 25 3. Human Resources (Separate contract required)
4. Time and Attendance (Separate contract required)
5. Imaging/Workflow (i.e. Pan, etc.) (Separate contract

1 required)

2 6. Data Center Site Services-California (Separate contract  
3 required)

4 7. Data Center Site Services-Arizona (Separate contract  
5 required)

6 8. Technical Support/Professional Services (Separate contract  
7 required)

8 9. Security Consulting Services (Separate contract required)

9 3.0 DDoS PROTECTION. SUPERINTENDENT shall make the best effort to  
10 protect against a Distributed Denial of Services (DDoS) attack  
11 against the DISTRICT. DISTRICT agrees that network traffic for the  
12 DISTRICT may be rerouted during a DDoS attack to a third party  
13 entity for protection. DISTRICT also agrees that SUPERINTENDENT may  
14 use alternative methods for DDoS protection. DDoS protection  
15 mechanism will only need to inspect META Data.

16 4.0 TERM. This AGREEMENT shall be in full force and effect for  
17 the period commencing July 1, 2020, and ending on June 30, 2021,  
18 subject to termination as set forth in this AGREEMENT.

19 5.0 PAYMENT. DISTRICT agrees to pay SUPERINTENDENT for services  
20 rendered pursuant to Section 2.0 of this AGREEMENT a total amount  
21 not to exceed Four thousand six hundred dollars (\$4,600.00). The  
22 charges are based on the actual expenses incurred by SUPERINTENDENT  
23 in supporting the connectivity between DISTRICT and SUPERINTENDENT  
24 through the circuit, Internet service providers, and vendors  
25 providing equipment, lines, services and DDoS Protection. DISTRICT  
shall be notified in writing of any increase in charges incurred by

1 SUPERINTENDENT in supporting the network. DISTRICT agrees to pay  
2 SUPERINTENDENT the actual charges within thirty (30) days upon  
3 receipt of an itemized invoice from the SUPERINTENDENT.

4 6.0 TECHNICAL SUPPORT. DISTRICT shall be entitled to ongoing  
5 technical support and assistance on SUPERINTENDENT'S Network between  
6 the DISTRICT and SUPERINTENDENT, provided however, that the  
7 availability or performance of this technical support service shall  
8 not be construed as altering or affecting SUPERINTENDENT'S  
9 obligations as set forth in this AGREEMENT. SUPERINTENDENT'S  
10 technical support via telephone shall be provided to DISTRICT  
11 without charge Monday through Friday from 7:00 A.M. - 5:00 P.M.,  
12 excluding SUPERINTENDENT'S holidays. Technical support outside of  
13 this timeframe will require prior authorization.

14 7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times  
15 shall be an independent contractor and shall be wholly responsible  
16 for the manner in which the services required by the terms of this  
17 AGREEMENT are performed. Nothing herein contained shall be  
18 construed as creating the relationship of employer and employee, or  
19 principal and agent, between SUPERINTENDENT and DISTRICT.  
20 SUPERINTENDENT assumes the responsibility for the acts of its  
21 employees or agents as they relate to the services to be provided.  
22 SUPERINTENDENT, its officers, agents, and employees, shall not be  
23 entitled to any rights, and/or privileges of DISTRICT'S employees  
24 and shall not be considered in any manner to be DISTRICT'S  
25 employees.

1 8.0 HOLD HARMLESS.

2 A. SUPERINTENDENT hereby agrees to indemnify, defend, and  
3 hold harmless DISTRICT, its Governing Board, officers, agents, and  
4 employees from every claim or demand and every liability loss,  
5 damage, or expense of any nature whatsoever which may be incurred by  
6 reason of any negligent acts or omissions of employees, agents or  
7 officers of SUPERINTENDENT or the Orange County Board of Education  
8 during the period of this AGREEMENT.

9 B. DISTRICT hereby agrees to indemnify, defend, and hold  
10 harmless SUPERINTENDENT, the Orange County Board of Education, and  
11 its officers, agents, and employees from every claim or demand and  
12 every liability, loss, damage, or expense of any nature whatsoever  
13 which may be incurred by reason of any negligent acts or omissions  
14 of employees, agents or officers of DISTRICT during the period of  
15 this AGREEMENT.

16 9.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that  
17 they will not engage in unlawful discrimination of persons because  
18 of race, color, religious creed, national origin, ancestry, physical  
19 handicap, medical condition, marital status, or sex of such persons.

20 10.0 APPLICABLE LAW. The services completed herein must meet the  
21 approval of the DISTRICT'S general right of inspection to secure the  
22 satisfactory completion thereof. SUPERINTENDENT and DISTRICT agree  
23 to comply with all federal, state and local laws, rules, regulations  
24 and ordinances that are now or may in the future become applicable  
25 to SUPERINTENDENT or DISTRICT'S business, equipment and personnel

1 engaged in operations covered by this AGREEMENT or occurring out of  
2 the performance of such operations.

3 11.0 ASSIGNMENT. Neither party shall subcontract or assign this  
4 AGREEMENT or the performance of any of the services set forth in  
5 this AGREEMENT without prior written approval of the non-assigning  
6 party.

7 12.0 TERMINATION. This AGREEMENT may be terminated by  
8 SUPERINTENDENT or DISTRICT with or without cause, upon the giving of  
9 sixty (60) days prior written notice to the other party.

10 13.0 TOBACCO USE POLICY. In the interest of public health, the  
11 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
12 use of any tobacco products are prohibited in buildings and  
13 vehicles, and on any property owned, leased or contracted for by the  
14 SUPERINTENDENT. Failure to abide with conditions of this policy  
15 could result in the termination of this AGREEMENT.

16 14.0 NOTICES. All notices or demands to be given under this  
17 AGREEMENT by either party to the other shall be in writing and given  
18 either by: i) Personal service, or ii) U.S. Mail, mailed either by  
19 registered or certified mail, return receipt requested, with postage  
20 prepaid. Service shall be considered given when received if  
21 personally served or, if mailed, on the third (3rd) day after  
22 deposit in any U.S. Post Office. The address to which notices or  
23 demands may be given by either party may be changed by written  
24 notice given in accordance with the notice provisions of this  
25 section. As of the date of this AGREEMENT the addresses of the  
parties are as follows:

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

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

7 15.0 SEVERABILITY. If any term, condition or provision of this  
8 AGREEMENT is held by a court of competent jurisdiction to be  
9 invalid, void, or unenforceable, the remaining provisions will  
10 nevertheless continue in full force and effect and shall not be  
11 affected, impaired or invalidated in any way.

12 16.0 GOVERNING LAW. The terms and conditions of this AGREEMENT  
13 shall be governed by the laws of the State of California, with venue  
14 in Orange County, California.

15 17.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
16 attached hereto constitute the entire AGREEMENT between  
17 SUPERINTENDENT and DISTRICT regarding the services and any agreement  
18 made shall be ineffective to modify this AGREEMENT in whole or in  
19 part unless such agreement is embodied in an Amendment to this  
20 AGREEMENT which has been signed by both Parties. This AGREEMENT  
21 supersedes all prior negotiations, understandings, representations  
22 and agreements.

23 ///

24 ///

25 ////

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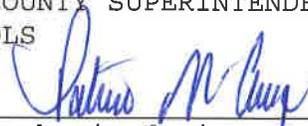
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IN WITNESS WHEREOF, the Parties hereto have caused this  
AGREEMENT to be executed.

DISTRICT: FULLERTON SCHOOL  
DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

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

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

PRINT NAME: \_\_\_\_\_

PRINT NAME: Patricia McCaughey

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

TITLE: Administrator

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

DATE: March 31, 2020

Fullerton SD(50013)-Network Support Services 2020-2021  
ZIP4

CONSENT ITEM

**DATE:** June 9, 2020  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Jeremy Davis, Assistant Superintendent, Innovation and Instructional Support  
**SUBJECT:** APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND CLASSCRAFT STUDIOS, INC., FOR THE 2020/2021 SCHOOL YEAR

Background: Classcraft Studios, Inc., is a gamified learning, personalized learning platform or software whereby students consume online instructional content in personalized, gamified pathways.

Rationale: Classcraft Studios, Inc., provides a more robust personalized, gamified learning experience for students than we currently have available. Both their technology and expertise in this area help us realize our goal of personalizing learning experiences for students. Classcraft also embeds in the game behaviour management tools for student collaboration and agency. The rationale is to increase opportunities for teachers to focus on teaching and facilitating learning instead of simply giving directions and managing student behavior.

Funding: Total cost is not to exceed \$2,500 and will be paid from the Innovation and Instructional Support budget 409.

Recommendation: Approve agreement between Fullerton School District and Classcraft Studios, Inc., for the 2020/2021 school year.

JD:kv  
Attachment



# Fullerton Elementary School District - Renewal

## Fullerton Elementary School

### District

1401 West Valencia Drive  
Fullerton, CA 92833  
United States

## Wes Kriesel

Director, Innovation and  
Instructional Support  
wes\_kriesel@myfsd.org  
+1 (858) 876-5433

## Reference: 20200528-165009431

Prepared: May 28, 2020  
Expires: June 27, 2020  
Prepared by: James Shetler  
Head of Mid-Market Sales  
james@classcraft.com  
+1 (514) 475-1229

## Jeremy Davis

Asst. Superintendent-  
Instruction/Curriculum  
jeremy\_davis@myfsd.org  
(714)447-7478

## Products & Services

Item & Description	Quantity	Unit Price	Total
District License Includes premium access for all teachers working with the students, admin dashboard and priority support from July 1st, 2020 to June 30th, 2021.	1000	\$5.00 / year	\$5,000.00 / year for 1 year

## Subtotals

Annual subtotal \$5,000.00

## Other Fees

Credit from 2019-20 School Year -\$2,500.00

**Total \$2,500.00**

## Purchase Terms

Please submit your purchase order upon digitally signing this agreement. Tax-exempt customers should include their tax-exempt number on their Purchase Order. Quote does not include sales taxes. Sales taxes will be calculated during invoicing, if applicable. Classcraft price quotes are confidential unless disclosure is required by a subpoena or state law.

This Agreement shall be renewed automatically for successive periods of one (1) year unless you provide Classcraft with a written notice to the contrary ninety (90) days prior to the end of each renewal term. Each renewal term shall incorporate and be governed by Classcraft's then-current pricing.

This Sales Order covers Classcraft services described herein and is governed by the License and Professional Development Agreement available [here](#).

By signing this agreement, I certify that I am authorized to sign on behalf of the customer and agree to the Terms and Conditions of this Sales Order and any documents incorporated herein.

---

Jeremy Davis  
jeremy\_davis@myfsd.org

---

Michele M. Shively  
michele@classcraft.com

## Questions? Contact me



James Shetler  
Head of Mid-Market Sales  
james@classcraft.com  
+1 (514) 475-1229

Classcraft Studio Inc.  
#220 - 165 Wellington North  
Sherbrooke, QC J1H 5B9  
CA

CONSENT ITEM

**DATE:** June 9, 2020

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

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

**SUBJECT:** **APPROVE SERVICE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND POWERSCHOOL GROUP, LLC, FOR POWERSCHOOL STUDENT INFORMATION SYSTEM, POWERSCHOOL LEARNING, POWERSCHOOL SIS ENTERPRISE MANAGEMENT SERVICE AND POWERSCHOOL ENROLLMENT REGISTRATION FOR 2020/2021 SCHOOL YEAR**

Background: For the past 15 years Fullerton School District (FSD) has used PowerSchool for the student information system (SIS). The District pays support service and software upgrades for PowerSchool annually. The services agreement is ongoing with a yearly option to renew. Teachers within FSD are using PowerSchool Learning to provide instruction, student discussion forums, differentiated instruction and student-created content, homework, practice exams, student blogs, and more

Parents would be able to electronically enroll new students using the PowerSchool Enrollment Registration option of the service agreement, as well as annually update student information. Data would continue to be stored in a cloud environment that allows for pre-populated forms to be automatically provided for parents to update or approve.

Rationale: For continuity of support and student data, FSD should continue to maintain the services and support agreement with PowerSchool Group, LLC, to support the PowerSchool SIS. PowerSchool Learning will provide FSD with the services to provide online learning environments and teacher web pages for the District. Powerschool enrollment registration will continue to give parents access to online registration and updating information.

Funding: Total cost is not to exceed \$186,381.79. Innovation and Instructional Support will pay \$152,257.49 from budget 409 and \$34,124.30 will be paid from Child Welfare and Attendance, budget 510.

Recommendation: Approve service agreement between Fullerton School District and PowerSchool Group, LLC, for PowerSchool Student Information System, PowerSchool Learning, Powerschool SIS Enterprise Management Service and PowerSchool Enrollment Registration for 2020/2021 school year.

JD:kv  
Attachments

Prepared By: Jennifer Irving  
 Customer Name: Fullerton School District

 Customer Contact: Jeremy Davis  
 Title: Assistant Superintendent of Innovation  
 and Instructional Support  
 Address: 1051 W. Bastanchury Road  
 City: Fullerton  
 State/Province: California  
 Zip Code: 92833  
 Phone #: (714) 447-7478

 Contract Term: 36 Months  
 Start Date: 7/1/2020  
 End Date: 6/30/2023

Product Description	Quantity	Unit	Extended Price
<b>Initial Term 7/1/2020 - 6/30/2021</b>			
<b>License and Subscription Fees</b>			
PowerSchool Enrollment Registration	12,840.00	Students	USD 32,485.20
PowerSchool SIS Maintenance and Support	12,840.00	Students	USD 70,876.80
PowerSchool Enrollment Additional Language	2.00	Each	USD 1,639.10

 License and Subscription Totals: **USD 105,001.10**
**Quote Total**

<b>Initial Term</b>	<b>7/1/2020 - 6/30/2021</b>
<b>Initial Term Total</b>	<b>USD 105,001.10</b>

Fees for subsequent years within the term bound by the Start Date and End Date detailed on this quote will be equal to the 'Annual Ongoing Fees' amount uplifted by 3% in each following year. On-Going PowerSchool Subscription/Maintenance & Support fees are invoiced at then current rates & enrollment per terms of the Licensed Product and Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases as listed previously. Any applicable state sales tax has not been added to this quote. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. In the event that this quote includes promotional pricing, such promotional pricing may not be valid for the entire period stated on this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement.

This renewal quote will continue to be subject to and incorporate the terms and conditions found at <https://www.powerschool.com/wp-content/uploads/PowerSchool-Service-Agreements/PowerSchool-MASTER-SERVICES-AGREEMENT-01-01-20.pdf>.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

FULLERTON SCHOOL DISTRICT

Signature:



Signature:

---

Printed Name: Eric Shander

Printed Name:

---

Date: 5-19-2020

Title:

---

---

PO Number: \_\_\_\_\_

Date:

Prepared By: Jennifer Irving  
 Customer Name: Fullerton School District

 Customer Contact: Jeremy Davis  
 Title: Assistant Superintendent of Innovation  
 and Instructional Support  
 Address: 1051 W. Bastanchury Road  
 City: Fullerton  
 State/Province: California  
 Zip Code: 92833  
 Phone #: (714) 447-7478

 Contract Term: 12 Months  
 Start Date: 7/1/2020  
 End Date: 6/30/2021

Product Description	Quantity	Unit	Extended Price
Initial Term 7/1/2020 - 6/30/2021			
License and Subscription Fees			
PowerSchool Learning	12,840.00	Students	USD 72,289.20
License and Subscription Totals:			<b>USD 72,289.20</b>

Quote Total	
<b>Initial Term</b>	<b>7/1/2020 - 6/30/2021</b>
<b>Initial Term Total</b>	<b>USD 72,289.20</b>

On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice.

All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement.

This renewal quote will continue to be subject to and incorporate the terms and conditions found at <https://www.powerschool.com/wp-content/uploads/PowerSchool-Service-Agreements/PowerSchool-MASTER-SERVICES-AGREEMENT-01-01-20.pdf>.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

Signature:



Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 5-18-2020

PO Number: \_\_\_\_\_

Signature:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

Prepared By: Jennifer Irving  
 Customer Name: Fullerton School District

 Customer Contact: Jeremy Davis  
 Title: Assistant Superintendent of Innovation  
 and Instructional Support  
 Address: 1051 W. Bastanchury Road  
 City: Fullerton  
 State/Province: California  
 Zip Code: 92833  
 Phone #: (714) 447-7478

 Contract Term: 12 Months  
 Start Date: 8/20/2020  
 End Date: 8/19/2021

Product Description	Quantity	Unit	Unit Price	Extended Price
Initial Term 8/20/2020 - 8/19/2021				
License and Subscription Fees				
PowerSchool SIS Enterprise Management Service	1.00	Students	USD 9,091.49	

 License and Subscription Totals: **USD 9,091.49**
**Quote Total**

<b>Initial Term</b>	<b>8/20/2020 - 8/19/2021</b>
<b>Initial Term Total</b>	<b>USD 9,091.49</b>

On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice.

All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement.

This renewal quote will continue to be subject to and incorporate the terms and conditions found at <https://www.powerschool.com/wp-content/uploads/PowerSchool-Service-Agreements/PowerSchool-MASTER-SERVICES-AGREEMENT-01-01-20.pdf> .

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Fullerton School District

Signature:

Signature:



---

Printed Name: Eric Shander

Printed Name:

---

Title: Chief Financial Officer

Title:

---

Date: 5-4-2020

Date:

---

PO Number: \_\_\_\_\_

CONSENT ITEM

**DATE:** June 9, 2020

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

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

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

**SUBJECT:** APPROVE THE USE OF THE CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) CONTRACT NUMBER 3-17-84-0052B WITH BLUE VIOLET NETWORKS, LLC, FOR THE PURCHASE OF SECURITY EQUIPMENT

Background: Fullerton School District (FSD) has purchased and standardized on Avigilon brand hardware surveillance cameras and security components.

Rationale: FSD will possibly be expanding its use of these devices in the coming year. Blue Violet Networks, LLC, is the local reseller the District has been using to procure this equipment. California Multiple Award Schedules pricing is generally better than retail pricing for the same equipment.

Funding: If the FSD were to purchase new equipment, the funding would come from either the district's general fund or individual departments budgets.

Recommendation: Approve the use of California Multiple Award Schedules (CMAS) contract number 3-17-84-0052B with Blue Violet Networks, LLC, for the purchase of security equipment.

JD:SR:kv  
Attachment

State of California  
**MULTIPLE AWARD SCHEDULE**  
**Blue Violet Networks, LLC**

CONTRACT NUMBER:	<b>3-17-84-0052B</b>
SUPPLEMENT NO.:	N/A
CMAS CONTRACT TERM:	9/12/2017 through 6/30/2022
CONTRACT CATEGORY:	Information Technology Goods & Services
APPLICABLE TERMS & CONDITIONS:	September 8, 2014
MAXIMUM ORDER LIMIT:	\$500,000
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-07F-091GA
BASE SCHEDULE HOLDER:	Blue Violet Networks

This contract provides for the purchase, warranty and installation of security access control systems, surveillance systems, and software maintenance as a product. (See page 2 for the specific brands and restrictions applicable to this contract.)

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: <http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.pdf>. This requirement is not applicable to local government entities.

The information technology services offered under this contract can only be provided where they are incidental to and in support of the business solutions developed under this contract.

The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions, products and/or services and pricing are included herein. All purchase orders issued under this contract incorporate the following Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated September 8, 2014.

Agency non-compliance with the requirements of this contract may result in the loss of delegated authority to use the CMAS program.

Contractor non-compliance with the requirements of this contract may result in contract termination.



Effective Date: **9/12/2017**

**JANNA WELK, Program Analyst, California Multiple Award Schedules Unit**

CONSENT ITEM

**DATE:** June 9, 2020

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

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

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

**SUBJECT:** **APPROVE CONTRACT BETWEEN THE FULLERTON SCHOOL DISTRICT AND RESILIENT COMMUNICATIONS, LLC, FOR CONSULTING SERVICES FOR THE 2020/2021 SCHOOL YEAR**

Background: Fullerton School District purchased a new phone system last year. Resilient Communications, LLC, was the installer and consultant on the project.

Rationale: The District will possibly need additional consulting and technical support with the new phone system over the coming year. Resilient Communications, LLC, could provide a timely response to these needs and is familiar with our current environment.

Funding: Total cost is not to exceed \$5,000 and is to be paid from the Innovation and Instructional Support budget 409.

Recommendation: Approve Contract between Fullerton School District and Resilient , LLC for consulting services for the 2020/2021 school year.

JD:SR:kv  
Attachment

**Resilient Communications  
Work Order For  
CONSULTING SERVICES**

**Client Name: Fullerton School District**

**Date: 07/30/2020**

**Client Address: 1401 W. Valencia Drive  
Fullerton, CA 92833**

This Work Order hereby incorporates and is subject to the terms and conditions of the Resilient Communications General Agreement for Consulting Services in effect as of the date hereof (“Agreement”), and which may be found attached to the end of this document. The preprinted terms of any Client purchase order submitted in conjunction this Work Order shall not add to or vary the terms of the Agreement. In the event of any conflict between the terms of this Work Order and the Agreement, then the terms of this Work Order shall prevail.

**Item 1.** Resilient Communications agrees to provide qualified personnel for technical/business consulting, analysis, documentation, and/or other related duties as applicable to the Client’s computer systems, network or data processing and/or IT security requirements. These services are to be provided on-site, at the Client’s facilities, or at any Resilient Communications’ office facility (including remote facilities occupied by Resilient Communications’ technical personnel, as appropriate). If specified deliverables are contemplated by this Work Order, then such deliverable shall be fully described in a Statement of Work which shall be attached hereto and made a part hereof. The work to be performed for this Work Order shall include the following (“**Scope of Work**”):

**General consulting, tier 2, tier 3 support, on a “best efforts” basis. Services to be provided per written request of the District, per event/request over the next 12 months. T&M, as available, actual hours charged monthly as work is completed.**

**Not to exceed \$10,000.00 for the annual term, without written request of the District.**

**Principal Engineer, Standard Hours: Rate \$200/Hr After Hours: \$250/Hr**

**Item 2.** The performance period shall begin on or about **07/30/2020**, and is expected to be completed on or about **07/31/2021**.

**Item 3.** The following rates per hour for consulting services will apply during the performance period: These rates are not applicable for Executive Level IT Business Consulting.

<u>Category</u>	<u>Standard 8:31 am – 5:00 pm Monday - Friday Hourly Rate</u>	<u>After-Hours* 5:01 pm – 11:00 pm Monday - Friday Hourly Rate</u>	<u>After-Hours* 11:01 pm – 8:30 am Weekends &amp; Holidays Hourly Rate</u>
Principal Consulting Engineer	\$250	\$375	\$500
Network Engineer	\$200	\$300	\$400
Systems Engineer	\$200	\$300	\$400

*Local (within Southern California) travel time rates are billed per hour of applicable engineer category labor rates for each visit (round-trip) to Client Name at CLIENT’S PRIMARY ADDRESS.*

*\*Normal Business Hours are hours between 8:00 am and 5:00 pm, Monday through Friday, excluding national holidays. All other hours are considered After-Hours and billed at a premium according to the rate chart provided above.*

**Item 4. Billing:** Resilient Communications shall invoice Client for consulting services on a weekly basis. Each invoice shall reference the contracted project and list the billable hours expended during each week of the engagement period. **Payment is to be made pursuant to the terms of the General Agreement For Consulting Services.**

**Item 5. Expenses:** Client shall pay Resilient Communications its out-of-pocket expenses directly related to the Scope of Work. Resilient Communications will send a monthly invoice to the Client for authorized out-of-pocket expenses necessary for the performance and completion of the contracted project. **Payment is to be made pursuant to the terms of the General Agreement For Consulting Services. Payment of invoices for Billing and Expenses shall be sent to Resilient Communications, 27068 La Paz Rd, Ste. 468, Aliso Viejo, CA 92656.**

**Item 6. Special Terms:** The following special terms shall apply to this Work Order (use additional pages if necessary). *Special Terms shall include, by way of example, the number and composition of engineering support personnel. Charges associated with non-engineering personnel, and any other provisions relevant to the services to be performed.*

**Item 7. Entire Agreement:** In addition to the General Agreement For Consulting Services, whose terms are expressly incorporated herein, Resilient Communications shall not be bound by any plans, specifications, directives or requests that have

not been provided to Resilient Communications in advance of this Work Order and expressly incorporated herein by reference. Nor shall Resilient Communications be bound by any laws, ordinances, codes or regulations not in effect at the time this Work Order is executed, or which have become obsolete because they are no longer enforced by the public body enacting same.

**Item 8. Limitation on Liability:** Resilient Communications shall not be liable for special or consequential damages of any kind, including, but not limited to, liquidated damages, loss of use, loss of rent, interest expense, loan carrying costs, overhead or other delay damages. Under no circumstances shall the liability of Resilient Communications under this Agreement exceed the value of this Work Order.

**FOR: Fullerton School District**

**FOR: Resilient Communications**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

CONSENT ITEM

**DATE:** June 9, 2020

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

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

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

**SUBJECT:** **APPROVE ONE YEAR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND MOSYLE CORPORATION FOR THE PURCHASE OF MOBILE MANAGEMENT SYSTEM FOR THE DISTRICTS LAPTOPS AND APPLE TV'S BEGINNING JULY 15, 2020 THROUGH JULY 15, 2021**

Background: Fullerton School District currently has over a thousand devices under the Mosyle Mobile Management System (MDM). The Mosyle MDM has been used to manage laptops and Apple TV's in the District now for over a year.

Rationale: District continues to deploy new devices and replace old ones to support its learning programs. The current contract ends on July 15 and the District would like to continue to manage these devices under this system.

Funding: Cost is not to exceed \$10,890 and is to be paid from the Innovation and Instructional Supports, budget 409.

Recommendation: Approve one year agreement between Fullerton School District and Mosyle Corporation for the purchase of Mobile Management System for the District laptops and Apple TV's beginning July 15, 2020 through July 15, 2021.

JD:SR:kv  
Attachment

# Fullerton School District

Date of Quote: 06/01/2020

**Subscription Length (1-year): 07/15/2020 - 07/15/2021**

DESCRIPTION	PRICE	QUANTITY	TOTAL
1-year Premium Subscription Mosyle Manager MDM	US\$ 5.50	2,200	US\$ 12,100.00
Discount <i>Special Discount - 10% Off</i>			(-US\$ 1,210.00)
		<b>Total</b>	<b>US\$ 10,890.00</b>

**If you need anything else, please do not hesitate to contact us. Thank you for your interest in Mosyle Manager!**

## Vendor Info

### Mosyle Corporation

For vendor information, contact:  
hello@manager.mosyle.com

## Prepared for

### Debbie Hjorth

debbie\_hjorth@myfsd.org  
Fullerton School District

CONSENT ITEM

**DATE:** June 9, 2020

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

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

**Prepared by:** Sam Ricchio, Assistant Director, Innovation and Instructional Support

**SUBJECT:** APPROVE CONTRACT FOR E-RATE COMPLIANCE SERVICES WITH CSM CONSULTING, INC., EFFECTIVE JULY 1, 2020 THROUGH JUNE 30, 2021 WITH AUTOMATIC ANNUAL RENEWALS

Background: The District receives approximately \$500,000 a year under the Federal Communications Commission (FCC) E-Rate program. For the 2017/2018 school year CSM Consulting, Inc., was contracted to provide the E-Rate consulting services for the District working in conjunction with Innovation & Instructional Support. On July 26, 2016, the Board approved this contract which was for a term of one year. The contract stated that if either party wished out of the contract at the end of the fiscal year, the contract can be terminated without penalty. If neither party wished out of the agreement then the contract would automatically renew. While stated in the approved contract, this was not specifically stated within the Board Item.

Rationale: Utilizing a profession E-Rate consultant will ensure the District is claiming the maximum amount possible for reimbursement. The E-Rate reimbursement process is extremely complex. Utilizing a consultant ensures that the District is kept up-to-date on all rules and filing methods. Finally, using a consultant allows staff to work on high-priority District technology projects that are necessary for student achievement.

Funding: Cost not to exceed \$23,500 and is to be paid from the Innovation and Instructional Support, budget 409.

Recommendation: Approve contract for E-Rate compliance services with CSM Consulting, Inc., effective July 1, 2020 through June 30, 2021 with automatic annual renewals.

JD:SR:kv  
Attachment



## CONTRACT FOR E-RATE COMPLIANCE SERVICES

This agreement is made and entered by and between **Fullerton School District**, a local education agency (“District”) and CSM Consulting, Inc., a California Corporation (“Consultant”).

### **RECITALS**

- A. District desires to have a Consultant to prepare documentation, forms and applications regarding the Federal Communications Commission (“FCC”) E-Rate program.
- B. District has the authority to enter into an Agreement with a Consultant for purposes of complying with the FCC E-Rate program.
- C. Consultant is duly qualified to provide the services called for in this Agreement in consideration for the fee stipulated in this Agreement.

### **I. CONSULTANT’S RESPONSIBILITIES – SCOPE OF SERVICE**

1. Shall provide to District completed forms and processes related to all Category One and Category Two applications of the Federal Communications Commission E-Rate filings with the schools and library division (“SLD”) during the term of this Agreement as shown in Section IV., 1. Services provided under this agreement to include the following:
  - Assist and coordinate the preparation and filing of FCC Forms: 470, 471, 486 and 500.
  - Assist and coordinate the preparation and filing of:
    - Item 21 Attachments
    - Form 472 (Billed Entity Applicant Reimbursement Form BEAR) and/or vendor specific discount forms (i.e. Data Gathering Form, Existing Services List, etc.)
    - Implementation Deadline Extension Request (ImDER)
    - Invoice Deadline Extension Request (IDER)
    - Service Provider Identification Number (SPIN) Change Requests
    - Service Substitution Requests
    - Service Certifications
    - Program Integrity Assurance (PIA)
    - Payment Quality Assurance (PQA) requests
2. Act as District’s main point of contact with the SLD.
3. Assist District on E-Rate compliance including updates on rule or regulatory changes, as applicable.

### **II. DISTRICT RESPONSIBILITIES**

1. Provide all required information and data for filing all forms with the SLD in a timely manner and all required and requested data for filing the Form 471 at least thirty (30) days prior to USAC’s Form 471 filing deadline.
2. Adhere to E-Rate rules, procedures and regulations established by the FCC and other applicable regulatory agencies.
3. Take such official action, such as review of Consultants drafts and promptly sign and return all forms required for filing with a third party in a timely manner so that Consultant can perform its obligations under this Agreement.

4. Promptly pay Consultant its fee for services rendered. All payments are due and payable within 30 days after delivery to the District of the invoice.
5. Sign, date and certify all forms filed by Consultant on District's behalf.

**III. COST**

1. **Pricing.** The cost for services rendered regarding the E-Rate application process as referred to in Section I of this agreement shall amount to \$10,000 plus 10% of the total Form 471 applications filed (total billings not to exceed \$23,500) per year.

Invoices for the Base Amount will be provided monthly (or quarterly) continuing through June 30 of each respective Term of this Agreement.

The amounts in this section do not include any costs related to additional Compliance Services offered by Consultant that may be requested by the District as shown in Section IV., 4. and 5 below.

**IV. MISCELLANEOUS**

1. **Term.** The initial term ("Term") of this agreement shall be one (1) year commencing as of July 1, 2020, or upon execution (whichever is later), through June 30, 2021. Thereafter, the Term of this Agreement shall automatically renew for successive one (1) year Term(s) unless one party provides written notice to the other party at least sixty (60) days in advance of the end of the existing Term that it does not wish to renew the Term of this Agreement.
2. **Modifications.** This Agreement may be modified only by a written amendment to this Agreement, executed by both parties.
3. **Independent Contractor.** While engaged in carrying out and complying with the terms and conditions of the Agreement, Consultant is an independent contractor and not an officer, employee, or agent of the District.
4. **Additional Compliance Services not included in SECTION I CONSULTANT RESPONSIBILITIES – SCOPE OF SERVICE.**
  - A. Services and costs in this section are not included in Section I (Consultant Responsibilities – Scope of Service) and Section III (Cost). At the written request of the District, the Consultant may provide the additional Compliance Services listed below, based upon the following hourly rates.

Officer/Principal	\$175 per hour
Information Technology Consultant/Director	\$150 per hour
Lead Consultant	\$120 per hour
Specialist	\$80 per hour

An authorized agent of the District may request the services below via written request to the Consultant. The Consultant will provide the District with an estimate of the number of hours and rates to complete the requested task. Consultant will provide a quote in the form of an email, hard copy quote, electronic copy quote or other means, as appropriate and acceptable to the District and Consultant. These Compliance Services may include but are not limited to the following:

- Assist in the preparation of RFPs/RFIs/RFQs, etc., including technical specs
- Surveys (alternate discount method)
- Comprehensive Technology Plan Writing
- Coordination of response to Special Compliance Reviews

- Selective Review Information Request (SRIR)
  - Preparation of USAC and/or FCC appeals
  - Audit support, including Beneficiary Contributor Audit Program
  - Preparation of documentation/reports/presentations for Board meetings or other special meetings
  - Assess and process issues with prior E-Rate applications not previously contracted by with Consultant (invoiced at ten percent 10% of amount recovered)
  - Travel expenses for any on-site meetings including hourly rate, standard mileage reimbursement and actual accommodation/travel expense (including airfare if applicable)
  - Other E-Rate related services
5. **Conflict of Interest.** No business or personal relationship exists between any school employee and the service provider.
6. **Attorney's Fees and Costs.** In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgment.
7. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall not be affected.
8. **Termination.** Except as otherwise provided in this Agreement, either Party may immediately terminate this Agreement, upon written notice to the other Party, if either Party materially breaches the responsibilities set forth in Section I, Consultant's Responsibilities and Section II, District Responsibilities, respectively.
9. **Notices.** All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope postage prepaid and deposited with a United States Post Office for delivery by first class and certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

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

CSM Consulting, Inc.  
P.O. Box 4408  
El Dorado Hills, CA 95762-0018

10. **Limitation of Liability.** The aggregate liability in connection with any claim arising out of or relating to this agreement whether in contract, tort or otherwise, shall be limited to an amount equivalent to the fee(s) paid by the District to Consultant for services performed pursuant to this Agreement. Consultant shall not in any circumstances be liable to District, whether in contract, tort or otherwise, for any special, indirect, incidental, or consequential damages of any kind whatsoever whether Consultant is made aware in any way due to, resulting from, or arising in connection with the services performed by Consultant pursuant to this Agreement. District's right to monetary damages listed above in that amount shall be in lieu of all other remedies that District may have.

11. **Governing Law.** The validity of this Agreement and each of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the law of the State of California.
12. **Authority.** The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to execute and contractually bind their respective legal entities.
13. **Entire Agreement.** This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Agreement. This Agreement contains all of the covenants and agreements between the parties with respect to the subject of this Agreement, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding on the parties with respect to the subject of this Agreement.

Executed in \_\_\_\_\_, \_\_\_\_\_ This \_\_\_\_\_ day of \_\_\_\_\_, 2020.



\_\_\_\_\_, Vice President  
David T. Cichella

\_\_\_\_\_, Title \_\_\_\_\_

\_\_\_\_\_, Print Name  
Fullerton School District

**AUTHORITY TO COMMUNICATE – Letter of Agency (LOA)**

This ATC/LOA (Agreement) entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between **CSM Consulting, Inc.**, *Consultant Registration Number 16043564*, a California Corporation (“Consultant”) and **Fullerton School District**, a local education agency (“District”). Consultant’s authority to communicate shall remain in effect during the term of the “E-Rate Services” consulting contract.

Consultant and District determines it is necessary to prepare documentation, forms and applications regarding the Federal Communications Commission (“FCC”) E-Rate program.

District grants to Consultant the authority to investigate and communicate, in any form, with any telecommunication company, service provider, the FCC or the Schools and Libraries Division with regard to the E-Rate Program on District’s behalf. Consultant acknowledges that nothing contained herein shall constitute a principal and agent relationship or be construed to evidence the intention of the District to constitute such. The District represents and warrants that the officer executing this Agreement has been duly authorized.

The term of this assignment is from the date of final execution (above) until all issues with E-Rate Years 2004, 2005, 2006, 2007, 2008 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020 and 2021 are resolved or June 30, 2023. When executed, this agreement is authorization for all employees of Consultant to communicate on behalf of the District in performance of the duties outlined herein.

**Fullerton School District**

Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

CONSENT ITEM

**DATE:** June 9, 2020  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services  
**PREPARED BY:** Laurie Bruneau, Director of Risk Management  
**SUBJECT:** APPROVE CONTRACT WITH ALL CITY MANAGEMENT SERVICES FOR THE COST OF A CROSSING GUARD FOR THE INTERSECTION OF HETEBRINK STREET AND HUTAIN STREET, EFFECTIVE JULY 1, 2020 THROUGH JUNE 30, 2021

Background: The City of Fullerton's traffic engineers perform traffic studies, when requested by the District, for those intersections near schools that may warrant crossing guards.

A study performed in the spring of 2011 for the intersection of Hetebrink Street and Hutain Street showed that the intersection did not meet the City's established criteria for a crossing guard. However, District staff recommended that in the interest of student safety, the District bear the cost of a crossing guard at the intersection until such time as the City performed another traffic study. An additional study might warrant the placement of a crossing guard by the City (in which case the District would split the cost with the City).

The original contract was for a one-year period. Staff recommends extension of the contract for one additional year.

Rationale: The agreement between the City of Fullerton and the Fullerton School District requires that the cost of a warranted crossing guard be borne by the City of Fullerton. In this case, as the intersection of Hetebrink and Hutain does not as yet meet the criterion for warrants, the District must bear the cost.

Funding: The current cost is not to exceed \$16,920 per year from General Fund (01).

Recommendation: Approve contract with All City Management Services for the cost of a crossing guard for the intersection of Hetebrink Street and Hutain Street, effective July 1, 2020 through June 30, 2021.

CH:LB:lc  
Attachment



## **AGREEMENT FOR CROSSING GUARD SERVICES**

This AGREEMENT FOR CROSSING GUARD SERVICES (the “Agreement”) is dated June 9, 2020 and is between the FULLERTON SCHOOL DISTRICT (hereinafter called the "District"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

### **WITNESSETH**

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a term which commences on or about July 1, 2020 and ends on June 30, 2021 and for such term thereafter as the parties may agree upon.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a “Crossing Guard”. Contractor will perform criminal background checks and confirm employment eligibility through E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the District.
3. The District’s representative in dealing with the Contractor shall be designated by Fullerton School District.
4. The District shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.
8. Crossing Guard Services (the “Services”) shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under District’s jurisdiction. The

Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.

9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the District a Certificate of Insurance naming the District and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the District and shall not call on the District's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the District, its officers, agents and interest of the District. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the District.
11. Contractor agrees to defend, indemnify and hold harmless the District, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
  - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
  - b) In the event the District, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay District, its officers, agents, or employees, any and all costs and expenses incurred by the District, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
  - c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of District, liability will be apportioned between Contractor and District based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify District will be limited accordingly.
  - d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to District for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$9,000,000 (Nine Million Dollars).

12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.
13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the District.
14. The District agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-three Dollars and Fifty Cents (**\$23.50**) per hour, per Crossing Guard during the term. Based on a minimum of one (1) site the Contractor shall bill a minimum of 4.0 hours per day, per Crossing Guard, unless Contractor fails to perform service. Based upon a projected (720) hours of service the cost shall not exceed Sixteen Thousand, Nine Hundred and Twenty Dollars (\$16,920.00) per year.
15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide District with 60 days-notice of its request to increase pricing. District agrees to review and respond to said notice within 30 days of receipt.
17. The District shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
18. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

**[SIGNATURES FOLLOW ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year written below.

**DISTRICT**

**CONTRACTOR**

**Fullerton School District**

**All City Management Services, Inc.**

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
D. Farwell, Corporate Secretary

\_\_\_\_\_  
Print Name and Title

Date \_\_\_\_\_

Date \_\_\_\_\_

ADMINISTRATIVE REPORT

**DATE:** June 9, 2020  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services  
**SUBJECT:** “SUNSHINE” FULLERTON SCHOOL DISTRICT’S 2020/2021 PROPOSAL TO NEGOTIATE WITH FULLERTON ELEMENTARY TEACHERS ASSOCIATION

Background: Meeting and negotiating shall not take place on any proposal until a reasonable time has elapsed after the submission of the proposal to enable the public to become informed and until the public has had the opportunity to express itself regarding the proposal at a Board meeting.

Rationale: Government Code Section 3547 requires that all initial proposals of exclusive representative and of public school employers relating to matters within the scope of representation be presented at a public meeting. Proposals become public record once they are presented (“sunshined”).

Funding: Not applicable.

Recommendation: Not applicable.

CH:nm  
Attachment

**FULLERTON SCHOOL DISTRICT  
SUNSHINE**

Initial Bargaining Proposal to the Fullerton Elementary Teachers  
Association (FETA)  
2020-2021  
May 28, 2020

As agreed between the parties in Article 4 Section A of the Collective Bargaining Agreement between the Fullerton School District and FETA, the Fullerton School District is “sunshining” to the public its Initial Bargaining proposal for 2020-2021.

**Article 8: Hours of Employment**

The District has an interest in negotiating unit members’ hours of employment for the 2020-2021 school year.

**Article 9: Work Year**

The District has an interest in negotiating unit members’ work year for the 2020-2021 school year.

**Article 14: Class Size**

The District has an interest in negotiating class size for the 2020-2021 school year.

**Article 16: Salaries**

The District has an interest in negotiating unit member pay and allowances for the 2020-2021 school year.

**Article 17: Fringe Benefits**

The District has an interest in reviewing Fringe Benefits for current and retired association members. This includes modifying the current plan levels offered to employees.

The District reserves the right to submit additional mutually agreed upon items not submitted in this proposal as agreed upon by both parties.

Chad Hammitt, Ed.D.

Assistant Superintendent Personnel Service, Fullerton School District

ADMINISTRATIVE REPORT

**DATE:** June 9, 2020

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

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

**SUBJECT:** “SUNSHINE” FULLERTON SCHOOL DISTRICT’S 2020/2021 PROPOSAL TO NEGOTIATE WITH CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER 130

Background: Meeting and negotiating shall not take place on any proposal until a reasonable time has elapsed after the submission of the proposal to enable the public to become informed and until the public has had the opportunity to express itself regarding the proposal at a Board meeting.

Rationale: Government Code Section 3547 requires that all initial proposals of exclusive representative and of public school employers relating to matters within the scope of representation be presented at a public meeting. Proposals become public record once they are presented (“sunshined”).

Funding: Not applicable.

Recommendation: Not applicable.

CH:nm  
Attachment

**FULLERTON SCHOOL DISTRICT  
SUNSHINE**

Initial Bargaining Proposal to the California School Employees Association  
and its Fullerton Elementary Chapter 130 (CSEA)

2020-2021

May 29, 2020

The Fullerton School District (District) notifies CSEA of the District's intent to modify or amend the July 1, 2018 through June 30, 2021 agreement as outlined in Article 22 – Reopeners. The District desires to alter or amend the following articles as indicated and present the District's proposals for public discussion in accordance with Government Code §3547:

**Article 5: Hours and Overtime**

The District has an interest in negotiating unit member hours and overtime for the 2020-2021 school year.

**Article 6: Pay and Allowances**

The District has an interest in negotiating unit member pay and allowances for the 2020-2021 school year.

**Article 8: Health Insurance**

The District has an interest in reviewing and negotiating Fringe Benefits for current and retired association members. This includes negotiating the modification of the current plan levels offered to employees.

**Article 11: Vacations**

The District has an interest in negotiating and modifying the language of this article.

The District reserves the right to add to, delete, or modify these proposals as determined through the negotiation process.

Chad Hammitt, Ed.D.

Assistant Superintendent Personnel Service, Fullerton School District

ADMINISTRATIVE REPORT

**DATE:** June 9, 2020  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services  
**SUBJECT:** “SUNSHINE” FULLERTON ELEMENTARY TEACHERS ASSOCIATION’S  
2020/2021 PROPOSAL TO NEGOTIATE WITH FULLERTON SCHOOL  
DISTRICT

Background: Meeting and negotiating shall not take place on any proposal until a reasonable time has elapsed after the submission of the proposal to enable the public to become informed and until the public has had the opportunity to express itself regarding the proposal at a Board meeting.

Rationale: Government Code Section 3547 requires that all initial proposals of exclusive representative and of public school employers relating to matters within the scope of representation be presented at a public meeting. Proposals become public record once they are presented (“sunshined”).

Funding: Not applicable.

Recommendation: Not applicable.

CH:nm  
Attachment

Fullerton Elementary Teachers Association, FETA,  
Sunshine Bargaining Proposal Bargaining Agreement  
between the Fullerton Elementary Teachers Association, FETA  
and the Fullerton School District  
June 2, 2020

In compliance with Contractual Language agreed to between FETA and the District, FETA is "sunshining" to the public its intent to reopen negotiations for 2020-2021.

**Article 8: Hours of Employment** - FETA is interested in addressing several concerns regarding workload for general and special educators.

**Article 13: Leaves of Absence** - FETA is interested in addressing concerns regarding absences related to COVID-19 for the 2020-21 school year.

**Article 14: Class Size** - FETA is interested in negotiating class size for the 2020-21 school year.

**Article 16: Salaries** - FETA is interested in negotiating unit member pay and allowances for the 2020-21 school year.

**Article 17: Fringe Benefits** - FETA is interested in renewing Fringe Benefits for the 2020-21 school year.

**Article 18: Safety** - FETA is interested in addressing concerns and rights to work in a safe environment for the 2020-21 school year.

**Article 29: Misc. Provisions** - FETA is interested in addressing several misc. items including but not limited to the efficacy of all current MOUs.

FETA reserves the right to submit additional mutually agreed upon items not submitted in this proposal as agreed upon by both parties from the previous settlement.

Pamela Zinnel  
FETA Negotiations Chair

ADMINISTRATIVE REPORT

**DATE:** June 9, 2020  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services  
**SUBJECT:** “SUNSHINE” CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION’S (CSEA),  
CHAPTER 130, 2020/2021 PROPOSAL TO NEGOTIATE WITH FULLERTON  
SCHOOL DISTRICT

Background: Meeting and negotiating shall not take place on any proposal until a reasonable time has elapsed after the submission of the proposal to enable the public to become informed and until the public has had the opportunity to express itself regarding the proposal at a Board meeting.

Rationale: Government Code Section 3547 requires that all initial proposals of exclusive representative and of public school employers relating to matters within the scope of representation be presented at a public meeting. Proposals become public record once they are presented (“sunshined”).

Funding: Not applicable.

Recommendation: Not applicable.

CH:nm  
Attachment

**Initial Proposal of the  
California School Employees Association  
and its Fullerton Elementary Chapter 130  
For Reopener Contract Negotiations**

May 28, 2020

Per the collective bargaining agreement, CSEA Fullerton Elementary Chapter 130 submits the following articles as our initial proposal for reopener negotiations with Fullerton School District for the 2020-2021 fiscal year.

**Article 5 – Hours and Overtime**

- CSEA has an interest in reviewing language regarding additional hours for part time employees.

**Article 6 – Pay and Allowances**

- CSEA has an interest in discussing fair salary options.
- CSEA has an interest in discussing compensation for staff who provided essential services during the COVID-19 pandemic.

**Article 8 – Health Insurance**

- CSEA has an interest to maintain affordable health benefit coverage for eligible employees.

Please submit this initial proposal at the next regularly scheduled School Board Meeting to fulfill the public notice requirement per Government Code 3547.

Sincerely,

Al Lacuesta  
President  
CSEA, Fullerton Elementary Chapter 130

ADMINISTRATIVE REPORT

**DATE:** June 9, 2020  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Julienne Lee, Assistant Superintendent, Educational Services  
**SUBJECT:** FIRST READING OF NEW BOARD POLICY

Background: The California School Boards Association (CSBA) and District legal counsel provided up-to-date legal templates and recommended revisions for board policies, which are adopted by the majority of school districts in our State.

Upon review of current board policies, the following new board policy needs to be approved:

New:  
Instruction  
BP 6181 - Alternative Schools/Program of Choice

The purpose of this Administrative Report will be to afford Board members the opportunity to review the board policy, ask questions, receive clarification, and propose revisions prior to the request for Board approval of the policy at the June 23, 2020 Board of Trustees Meeting.

Rationale: The Fullerton School District recognizes the need for flexible learning models in a changing climate. Alternative schools and programs of choice offer students educational options to best support interests, learning modalities, and academics through a variety of learning platforms. The board policy ensures that the District maintains compliance within State and federal laws and regulations.

Funding: Not applicable.

Recommendation: Not applicable.

JL:nm

# Fullerton School District

## Board Policy

### Alternative Schools/Program of Choice

BP 6181

#### Instruction

#### Board Adopted:

The Board of Trustees recognizes the need for innovation in providing educational options to students and families in response to a changing world. The Board further recognizes that the effective use of instructional strategies such as independent study, focused or thematic education, and flexible scheduling may increase attendance and improve performance while fostering student engagement.

In order to maximize opportunities for students, parents, and teachers, the Board may establish alternative schools or programs of choice in accordance with law. (Educ. Code § 58500 et seq.) The Board authorizes the Superintendent or designee to establish administrative regulations to implement this policy.

Alternative schools and programs of choice may offer a different structure, learning philosophy, or academic emphasis to accommodate different student needs, interests, and learning styles. Alternative schools and programs of choice may be established in each attendance area or on a districtwide basis, with enrollment open to all students districtwide, or any combination thereof. (Educ. Code § 58505)

#### Alternative Schools of Choice

The Board of Trustees may establish and maintain one or more alternative schools of choice within the District. Alternative schools may include, but are not limited to, magnet schools, online learning, independent study schools, thematic schools organized around a curricular theme such as the humanities or the arts, and multi-age classrooms.

An alternative school of choice is a school (or separate class group within a school) which is operated in a non-traditional manner and is designed to:

- a) Maximize the opportunity for students to develop the positive values of self-reliance, initiative, kindness, spontaneity, resourcefulness, courage, creativity, responsibility, and joy.
- b) Recognize that the best learning takes place when the student learns because of his desire to learn.
- c) Maintain a learning situation maximizing student self-motivation and encouraging students in their own time to follow their own interests. These interests may be conceived by students independently or may result in whole or in part from a presentation by teachers of choices of learning projects.
- d) Maximize the opportunity for teachers, parents and students to cooperatively develop the learning process and its subject matter.
- e) Maximize the opportunity for students, teachers, and parents to continuously react to the changing world, including to the community in which the school is located. (Educ. Code § 58500)

## Parent Notification

The District shall annually notify parents/guardians of the existence of alternative schools of choice in accordance with law. (Educ. Code § 58501) The parent/guardian of any pupil may request, for consideration by the Board, the establishment of an alternative school program or programs in the District. (Educ. Code § 58502)

## Legal Requirements

An alternative school of choice must meet the requirements of law, including the following:

- Student and teacher participation in the alternative school or program must be voluntary. (Educ. Code § 58503)
- Previous classroom performance shall not be a criterion limiting any student from the opportunity of attending an alternative school. (Educ. Code § 58504)
- Alternative schools shall be operated in a manner to maximize the opportunity for improvement of the general school curriculum by innovative methods and ideas developed within the alternative school operation. (Educ. Code § 58507)
- Alternative schools of choice shall be maintained and funded by the District at the same level of support as other educational programs for pupils of the same grade level operated by the District. (Educ. Code § 58507)
- Alternative schools and programs of choice shall meet the same standards for curriculum, instruction, and student performance as traditional schools.
- The District must annually evaluate alternative schools in accordance with law and standards established by the California Department of Education. (Educ. Code § 58510)

## Waiver of Education Code Requirements

For the operation of alternative schools, the State Superintendent of Public Instruction may, upon application by the District, waive any provisions of the California Education Code other than those relating to earthquake safety and the provisions relating to alternative schools under Education Code section 58500 et seq. (Educ. Code § 58509) The Board of Trustees may approve applications to the State Superintendent of Public Instruction to request waiver(s) of Education Code provision(s) as it deems necessary for the successful operation of its alternative schools or programs.

## Annual Evaluation and Report

The District shall annually evaluate any alternative school(s) of choice it has established as outlined by law. (Educ. Code § 58510) The evaluation shall include testing of basic skills for student participants, and must identify the variables which may have affected student academic achievement. The evaluation process shall also include teacher, parent, and student input from the alternative school. The evaluation report for each alternative school shall be sent to the Superintendent of Public Instruction on or before August 1 following the close of the school year, and after presentation to the District Board of Trustees.

The annual evaluation report shall be prepared and submitted in accordance with guidelines developed by the California Department of Education, Educational Options Office.

The annual evaluation report should, among other things, (a) show how well the alternative school or program of choice is helping students achieve grade-level proficiency; (b) track changes in the school or

program over time; (c) identify any assistance needed in meeting its objectives; and (d) provide community-wide information about its accomplishments

### Independent Study

Any alternative school or program of choice based on an independent study model (fully or partially) must meet all legal requirements relating to Independent Study, unless a waiver is obtained from the Superintendent of Public Instruction. (Educ. Code § 51745 et seq., 5 CCR § 11700 et seq.)

By law, participation in an independent study program must be voluntary and requires compliance with an independent study contract signed by parent/guardian. If a student fails to turn in work as prescribed, the District will evaluate whether independent study continues to be appropriate for that student, and may exit the student from the program if the terms of the contract are not fulfilled.

No student with an individualized education program may participate in any independent study program unless his or her individualized education program specifically provides for that participation because the student is able to receive a free appropriate public education in the program. (Educ. Code § 51745(c))

### Establishment of New School (CDS Code)

If a new alternative school (rather than a program within a school) is established, the District may apply for a new County-District-School (CDS) Code in accordance with the standards and procedures established by the California Department of Education. In order to qualify as a "school," the following generally applies:

1. The Board has taken action to establish the school
2. The Board has named the school or established a process by which the school will be named.
3. The school has an appropriately credentialed administrator (usually a principal) who is responsible for all aspects of school administration (e.g., hiring staff, fiscal responsibility) and who is treated the same as other principals in the District.
4. The school has an approved budget as a separate school, and the budget structure is consistent with the budget structure of other schools operated by the District.
5. The school has appropriately credentialed teachers and clerical support staff.
6. A facility, consisting of one or more buildings, or an identified set of rooms, has been acquired, with a street address. The school facility is "Field Act safe" or necessary exceptions have been obtained.
7. Students are enrolled in the school, unless the school is in the last stages of formation.
8. School records are kept separately from those of other schools.
9. The school implements a curriculum that fully meets state requirements as specified in the Education Code relating to required courses of study.
10. The school administers California statewide assessment tests to its students at the required grade levels.

### Legal Reference:

#### EDUCATION CODE

35160.5 Intradistrict open enrollment

48980 Parental notifications

52052 Accountability; numerically significant student subgroups

58500-58512 Alternative schools and programs of choice

#### CODE OF REGULATIONS, TITLE 5

1068-1074 Alternative schools accountability model

11705 Charter schools as alternative schools

## COURT DECISIONS

American Civil Rights Foundation v. Los Angeles Unified School District, (2008) 169 Cal.App.4th 436

## Management Resources:

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Creating and Sustaining Successful K-8 Magnet Schools, September 2008

Innovations in Education: Successful Magnet High Schools, September 2008

## WEB SITES

California Department of Education, Alternative Schools of Choice: <http://www.cde.ca.gov/sp/eo/as>

Foundation for California Community Colleges, Early College High School Initiative:

<http://www.foundationccc.org/ECHS>

U.S. Department of Education, Office of Innovation and Improvement: <https://innovation.ed.gov>

(12/92 7/00) 7/09

DISCUSSION/ACTION ITEM

**DATE:** June 9, 2020  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services  
**SUBJECT:** **APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN THE FULLERTON SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER 130 PURSUANT TO COVID-19 AND WORK SCHEDULES**

Background: The worldwide coronavirus pandemic has led to the temporary closure of Fullerton School District schools and many other businesses, which has impacted many of our classified employees family members and their ability to work and receive pay. The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the pandemic.

Rationale: This MOU between the District and CSEA addresses the current need of the District while maintaining the respect and recognition of the rights of CSEA employees.

Funding: Not applicable.

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

CH:nm  
Attachment

**MEMORANDUM OF UNDERSTANDING (MOU)**  
**Between the California School Employees Association and its Fullerton**  
**Elementary Chapter 130**  
**and**  
**Fullerton School District**  
**May 8, 2020**  
**CORONAVIRUS (COVID-19) PANDEMIC RESPONSE**

This Memorandum of Understanding is agreed to between the Fullerton School District (District) and the California School Employees Association and its Fullerton Elementary Chapter 130 (CSEA) concerning the District's response to the coronavirus (COVID-19) pandemic.

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the pandemic.

To these ends, the District and CSEA agree as follows:

- 1) The District will inform CSEA as soon as practicable should it learn of a confirmed or likely coronavirus infection of District employees or students.
- 2) The District will train its employees, as appropriate by classification, in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will take reasonable measures to ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer). The District and CSEA recognize that there have been severe shortages throughout California of supplies for hygiene and sanitation recommended by Public Health, but the District will make all reasonable efforts to make the appropriate supplies available. CSEA will cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals. Employees are reminded of their duty to do assigned work absent reasonable fears for their health or safety (that is, to grieve assignments rather than refuse them absent evidence that the assigned task puts their own health or another's health at risk).
- 3) In line with the statewide mandates to stop the spread of the coronavirus, it is important the parties recognize the need to minimize potentially infectious interactions within District operations.
  - a. In the event a CSEA bargaining-unit employee is unable to report to work or work from home due to being exposed to coronavirus or having taken ill with

coronavirus, having been directed to self-quarantine for reasonable cause, or being required to care for a child due to school or daycare closures; the employee may use available leaves without fear of reprisal including first using leaves provided under the Families First Coronavirus Response Act of which they are eligible. Employees who have exhausted accrued sick leave may use extended sick leave. Such leaves will be construed as liberally as possible.

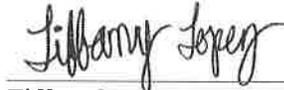
- b. CSEA bargaining unit members who are unable to report to work at a District work site due to being 65 years of age or older, being at high-risk due to underlying health conditions as defined by the CDC, being directed to stay home by a medical provider due to the unit member being responsible for the care of a child/dependent/parent who is at high-risk per medical provider's written opinion, or any other COVID-19 related medical reason accompanied by a medical provider's note; shall be permitted to work from home. The District and the unit member's supervisor shall make a reasonable attempt to assign the unit member work that will be completed at home. The unit member will work with his/her supervisor to arrange a means to collect work materials, equipment, and/or other items that are required to complete work from home assignments. Any requirement to come to work for a brief time period shall be conducted according to the District's social distancing protocols and the use of PPE as required.
  - c. Unit members shall agree to inform the District, when with reasonable evidence, they believe they have been exposed to an individual who has tested positive for coronavirus and shall self-quarantine for 14 calendar days to self-monitor for any potential symptoms such as fever, cough, and/or difficulty breathing.
  - d. CSEA will notify its members of the District's commitments but shall not encourage its members to take leave unless there is actually a medical reason to do so.
  - e. Any remote work arrangement is subject to the approval of the District. The District will make reasonable efforts to accommodate any employees working from home remotely with proper equipment.
- 4) In the event any District facility must be closed, or any District operations are curtailed due to the coronavirus pandemic, CSEA bargaining-unit employees will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment. Thus, for example the District will continue to pay bargaining-unit employees even if they are unable to work due to coronavirus-related reduction in use of District facilities. Employees who are not ill will not be required to use paid sick leave or any other form of paid time off during such an eventuality.
  - 5) The District retains the right to contact employees during the closure period to direct only essential employees to return to work as needed in order to provide essential services or information to the District. In the event that the District continues to provide meals for students during any closure, the District shall ensure that an administrator and adequate number of staff are onsite and available to ensure security.
  - 6) Unit members required to physically report to a job site or assigned work location to complete essential duties, in the event of a school closure, shall be provided with

personal protective equipment (PPE) as available, recognizing the current national shortages, to minimize the risk of exposure to COVID-19 and shall be paid at their regular rate of pay, unless mandated under local, state, or federal order or law that these employees receive additional pay. The parties agree to include in salary negotiations for the 2020-2021 school year the discussion of compensation for staff who provided essential services on school campuses/District facilities and had contact with the community/public during the temporary school closure and Governor's Safer at Home Order.

- 7) Should the District close any schools to address COVID-19, the District shall comply with requirements of California Executive Department Executive Orders N-26-20, N-33-20, and any other Executive Orders affecting K-12 public schools. Further, the District will comply with all additional federal, state, and local orders. CSEA will support efforts to maintain funding pursuant to Education Code §§ 41422 and 46392 in the event of a closure of any District facilities due to pandemic.
- 8) In the event the District seeks to add additional school days to the 2019-20 school year or the 2020-21 school year, the District will seek to staff such additional days within the current work year of CSEA unit members. If the additional school days exceed the work year of CSEA unit members, these days will be considered additional workdays and shall first be offered to unit members by order of seniority. Such work shall be compensated at least the same as during the regular school year. The District and CSEA shall meet and confer prior to offering additional workdays to employees on a voluntary basis.
- 9) The parties agree that any probationary or permanent employee who was to be evaluated in March 2020 or anytime during the temporary school closure period, will have their evaluation period suspended and will be evaluated within sixty (60) days of the schools being reopened and the Governor's stay home order being lifted. Probationary classified employees' six (6) month probationary period shall not be affected by temporary school closures due to COVID-19.
- 10) The District shall accept and consider requests by employees who are parents to deal with a childcare provider or school emergency caused by coronavirus-related closure in conformity with Labor Code section 230.8.
- 11) The parties agree to reopen this MOU to negotiate evolving situations or other conditions not addressed in this MOU related to effects on unit members because of COVID-19.
- 12) This MOU shall expire and be of no further force or effect on the earlier of either a public health declaration that the COVID-19 pandemic has passed or June 30, 2020, whichever comes first and shall not establish any precedent or past practice.

California School Employees Association  
and its Fullerton Elementary Chapter 130

 5-8-20  
Al Lacuesta Date  
Chapter President, CSEA Chapter 130

 5/8/20  
Tiffany Lopez Date  
CSEA Labor Relations Representative

Fullerton School District

 5/8/20  
Chad Hammitt, Ed.D. Date  
Asst. Superintendent, Personnel Services

Discussion/Action Item

**DATE:** June 9, 2020

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

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

**SUBJECT:** **APPROVE MASTER LEASE PURCHASE AGREEMENTS # 450-0020571-000 and # 450-0020571-001 BETWEEN WELLS FARGO VENDOR FINANCIAL SERVICES, LLS AND FULLERTON SCHOOL DISTRICT TO REFRESH THE DISTRICT'S STUDENT IPAD VIP PROGRAM, DISTRICT OFFICE AND VARIOUS SITES TO PURCHASE IPADS AND/OR APPLE COMPUTERS BEGINNING JULY 1, 2019 THROUGH JUNE 30, 2025**

Background: Fullerton School District (FSD) currently has a Visual Innovation Program (VIP) that provides iPads to all 5th to 8th grade students. These devices are refreshed and replaced every 4 years in order to ensure students can interact with current apps, curriculum, and assessments. School sites have expressed interest in paying for devices and for teacher and lab computers across the life of the devices. FSD is also entering into a 5 year lease for Apple Computers for students as well as staff computers.

Rationale: The District is utilizing a lease to own program with Apple, Inc. in order to spread out the costs to the District across the life of the devices. The interest rate is 0.99% with a one dollar buyout at the end of the four-year lease for iPads, and five-year lease for laptops and desktops. This program will allow sites to refresh teacher computers and computer labs for elective classes across the life of the devices as well.

Funding: Cost is not to exceed \$377,000 per year for the first four years and \$135,500 for the fifth year. Cost will be paid from multiple budgets. The Innovation and Instructional Support budget #409 will pay the bulk of the payments with the remainder coming from various school sites.

Recommendation: Approve Master Lease Purchase Agreements #450-0020571-000 and #450-0020571-001 between Wells Fargo Vendor Financial Services, LLS and Fullerton School District to refresh the District's Student iPad VIP Program, District Office and various school sites to purchase iPads and/or Apple Computers beginning July 1, 2020 through June 30, 2025.

JD:kv  
Attachment

# Lease Documentation Checklist

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## Documents Required Prior to Shipment

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Master Lease Purchase Agreement	Lessee Signature, Printed Name/Title, Execution Date & Federal Tax ID No.	_____
Schedule (Exhibit A)	Lessee Signature, Name/Title & Execution Date	_____
Opinion Of Counsel	To be printed on Attorney's Letterhead.	_____
Contact Information	Please complete with the appropriate contact information	_____
Insurance Coverage and Purchase Order Requirements (Exhibit E)	Complete name of insurance company and contact information.  Purchase Order(s) must include:  Apple product quantity and description with extended price, bill-to and ship-to name/address, PO number, and authorized signature.  Additionally, please provide third party vendor contacts ( <i>if applicable</i> ). Apple will contact third party vendor(s) regarding invoice remittance.	_____
IRS Form 8038-G	Complete per instructions and sign.	_____
Essential Use Audit	Complete in its entirety.	_____
Sales/Use Tax Exemption Certificate	Please provide a copy, if applicable. Please list Seller as Apple Inc. and its Assigns.	_____
Partial Ship Letter	Please insert date, Lessee PO #, Lessee signature and title	_____
Board Resolution or Minutes Approving the Lease Purchase	Please provide a copy.	_____

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## Documents Required Prior to Funding

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*Originals of all the above*

*Please mail to:*

Wells Fargo Vendor Financial Services  
5000 Riverside Drive, Suite 300 East  
Irving, TX 75039-4314

Insurance Certificate or  
Self-Insurance Letter

Provide All Risk Personal Property and General Liability  
Coverage listing Apple Inc. and its assigns as "Loss Payee"  
and "Additionally  
Insured" or provide a self insurance letter as described in the  
"Insurance Coverage Requirements." \_\_\_\_\_

Acceptance Certificate (Exhibit B)

Lessee Signature, Name/Title & Execution Date. *Sign upon  
Acceptance.* \_\_\_\_\_

Advance Lease Payment

Invoice attached, if applicable. \_\_\_\_\_

# Master Lease Purchase Agreement No. 450-0020571

This Master Lease Purchase Agreement # **450-0020571** dated as of \_\_\_\_\_, 20\_\_\_\_\_ (this "Master Lease") is entered into by and between WELLS FARGO VENDOR FINANCIAL SERVICES, LLC ("Lessor"), and FULLERTON SCHOOL DISTRICT ("Lessee").

**1. MASTER LEASE; SCHEDULES.** Subject to the terms of this Master Lease, Lessee agrees to lease, purchase and acquire from Lessor certain equipment and/or software (the "Equipment") as may be described in any lease schedule in the form of Exhibit A (each, a "Schedule") which may be executed by the parties from time to time. Nothing in this Master Lease shall be construed to impose any obligation upon, or otherwise commit, Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion. Lessee understands that Lessor requires certain documentation and information necessary to enter into any Schedule, and Lessee agrees to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include but shall not be limited to: (a) a description of the proposed Equipment, including the cost and its contemplated use and location, (b) information related to the vendor(s) manufacturing, licensing (subject to the terms of the Vendor's applicable end user license agreement(s)), delivering, installing or maintaining the proposed Equipment for Lessee (the "Vendor"), (c) documentation or information concerning the financial condition of Lessee, and (d) other information related to the Schedule and Lessee. The terms and conditions of this Master Lease (including all exhibits and any amendments hereto), are incorporated by reference into each Schedule and each Schedule, once executed by Lessor and Lessee, shall constitute a separate and independent lease and installment purchase of the Equipment identified therein, hereinafter referred to as a "Lease."

**2. INVOICE PAYMENT OR REIMBURSEMENT.** With respect to any Lease, and subject to the provisions of Section 3 if applicable, Lessor shall have no obligation whatsoever to make any payment to a Vendor or reimburse Lessee for any payment made to a Vendor for the Equipment that is the subject of such Lease until three (3) business days after Lessor's receipt of the following in form and substance satisfactory to Lessor in its sole discretion: (a) a Schedule executed by a duly authorized representative of Lessee, attached as Exhibit A; (b) a fully executed partial or final acceptance certificate as applicable, in the form of Exhibit B ("Acceptance Certificate"); (c) a resolution or evidence of other official action taken by Lessee's governing body authorizing Lessee to enter into the Master Lease, the acquisition of the Equipment subject thereto, and confirming that Lessee's actions were in accordance with all applicable state, local and federal laws, including laws regarding open meetings and public bidding; (d) evidence of insurance with respect to the Equipment in accordance with the provisions of Section 15 of this Master Lease; (e) a Vendor invoice for the Equipment and, if such invoice has been paid by Lessee, evidence of payment thereof; (f) a completed and executed Form 8038-G or 8038-GC; (g) an Incumbency Certificate substantially in the form attached as Exhibit C; (h) Lease Payment Instructions substantially in the form attached as Exhibit D; (i) Insurance Coverage Requirements in the form attached as Exhibit E; (j) an opinion of Lessee's counsel substantially in the form attached as Exhibit F; and (k) such other documents, items, or information reasonably required by Lessor.

**3. ESCROW AGREEMENT** Not applicable.

**4. DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in each Lease, and pay any and all delivery and installation costs and applicable sales and other taxes in connection therewith. When the Equipment identified in any Lease has been delivered and installed, Lessee shall promptly inspect the Equipment and evidence its acceptance by executing and delivering to Lessor the Acceptance Certificate. If Lessee signed a purchase contract for the Equipment, by signing a Schedule Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.

**5. LEASE PAYMENTS.** Lessee agrees to pay "Lease Payments" to Lessor in accordance with the payment schedule set forth in each Lease, exclusively from legally available funds, consisting of principal and interest components in the amounts and on such dates as provided in each Lease. Lessee shall pay Lessor a charge on any Lease Payment not paid on the date such payment is due at the rate of 12% per annum or the highest lawful rate, whichever is less, from such due date until paid. The "Commencement Date" for each Lease is the date when interest commences to accrue under such Lease, which date shall be the earlier of (a) the date Lessee partially or fully accepts the Equipment pursuant to Section 4, or (b) the date of Lessor's deposit into an Escrow Account of sufficient monies to purchase the Equipment. Lessor will advise Lessee as to the address to which Lease Payments shall be sent. The Lease Payment is due whether or not Lessee receives an invoice. Restrictive endorsements on checks sent by Lessee will not reduce Lessee's obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes may be paid by Lessee from funds advanced to Lessee by Lessor for such purpose in connection with the execution and delivery of the related Lease or may be paid by Lessee pursuant to Section 4 hererof. ***Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or debt by Lessee, nor shall anything contained in this Master Lease or in any Lease constitute a pledge of the general tax revenues, funds or monies of Lessee.***

**6. NON-APPROPRIATION OF FUNDS.** Lessee is obligated to pay Lease Payments under each Lease for each fiscal period as may lawfully be made from funds budgeted and appropriated for that purpose for such fiscal period. Lessee currently intends to remit and reasonably believes that funds in an amount sufficient to remit all Lease Payments and other payments under each Lease can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment under such Lease and the performance of its essential function during the scheduled "Lease Term" as reflected in each Lease. Lessee currently intends to do all things lawfully within its power to obtain and maintain funds from which the Lease Payments under each Lease may be made, including making provision for such payments to the extent necessary in each budget or appropriation request adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, Lessor acknowledges that the decision whether or not to budget and appropriate funds or to extend the term of a Lease for any period beyond the original or any additional fiscal period is within the discretion of the governing body of Lessee. In the event that Lessee's governing body fails or is unwilling to budget, appropriate or otherwise make

available funds for the payment of Lease Payments and other payments, if any, under a Lease following the then current fiscal period (an "Event of Non-appropriation"), Lessee shall have the right to terminate such Lease on the last day of the fiscal period for which sufficient appropriations were made without penalty or expense, except as to the portion of any Lease Payment for which funds shall have been appropriated and budgeted, in which event Lessee shall return the Equipment subject to such Lease in accordance with Section 19 of this Master Lease. Lessee agrees to deliver written notice to Lessor of such Event of Non-appropriation with respect to a Lease and termination at least thirty (30) days prior to the end of the then current fiscal period, but failure to give such notice shall not extend the term of the affected Lease beyond such then current fiscal period.

**7. UNCONDITIONAL OBLIGATION.** UPON THE COMMENCEMENT DATE OF A LEASE PURSUANT TO SECTION 5 OF THIS MASTER LEASE, AND EXCEPT AS PROVIDED IN SECTION 6, "NON-APPROPRIATION OF FUNDS," THE OBLIGATIONS OF LESSEE TO MAKE LEASE PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON INCLUDING, WITHOUT LIMITATION, ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DISPUTES WITH THE VENDOR OF ANY EQUIPMENT, DEFECTS, MALFUNCTIONS OR BREAKDOWNS IN THE EQUIPMENT, ANY ACCIDENT, CONDEMNATION, DAMAGE, DESTRUCTION, OR UNFORESEEN CIRCUMSTANCE, OR ANY TEMPORARY OR PERMANENT LOSS OF ITS USE.

**8. DISCLAIMER OF WARRANTIES.** THE SOLE WARRANTY FOR THE EQUIPMENT IS THE APPLICABLE PRODUCT WARRANTY (DEFINED BELOW). LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, INCLUDING WITHOUT LIMITATION, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, NON-INFRINGEMENT, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. OR THAT THE OPERATION OR USE OF THE EQUIPMENT WILL BE UNINTERRUPTED, SECURE OR FREE OF ERRORS, DEFECTS, VIRUSES, MALFUNCTIONS, AND LESSEE, AS OF THE DATE OF LESSEE'S ACCEPTANCE AS SET FORTH IN SECTION 4, ACCEPTS SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. LESSEE ACKNOWLEDGES THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. Lessee acknowledges that the Equipment was manufactured and/or assembled, or in the case of software was developed and licensed, by the applicable Vendor and that any warranty rights with respect to such Equipment shall be provided by the applicable Vendor (the "Product Warranty"). Lessee agrees to settle any dispute it may have regarding performance of the Equipment directly with the applicable Vendor and not to make any claim against the Lease Payments due Lessor or any Assignee (as hereinafter defined). Lessee agrees to continue to pay Lessor all Lease Payments and other payments without abatement or set off for any dispute with the Vendor regarding the Equipment. Nothing in this Master Lease or in any Lease shall relieve Vendor of its obligations under the Product Warranty offered by Vendor for the Equipment. Lessee acknowledges and agrees that the Product Warranty is a separate agreement between Lessee and the applicable Vendor and that such Product Warranty is not a part of this Master Lease or any Lease.

**9. TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, during each Lease Term, title to the Equipment shall be vested in Lessee, subject to the rights of Lessor under the Master Lease or any such Lease. In the event Lessor terminates pursuant to Section 17 of this Master Lease or an Event of Non-Appropriation occurs under the Master Lease or a Lease, title to the related Equipment shall immediately vest in Lessor free and clear of any rights, title or interests of Lessee. Lessee, at its expense, shall protect and defend Lessee's title to the Equipment and Lessor's rights and interests therein and keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons.

To secure the payment of all of Lessee's obligations under each Lease, Lessee hereby grants to Lessor a first priority purchase money security interest in the Equipment subject to each such Lease, anything attached or added to the Equipment by Lessee at any time, Lessee's rights under each agreement for the licensing of software to the extent that a security interest therein may be granted without violating the terms of such agreement, and on all proceeds, including proceeds from any insurance claims for loss or damage, from such Equipment. Lessee authorizes Lessor to file a financing statement perfecting Lessor's security interest under the laws of Lessee's state. Lessee agrees to promptly execute such additional documents, in a form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated.

**10. USE, MAINTENANCE AND REPAIR.** Upon installation, no item of Equipment will be moved from the location specified for it in the related Lease (the "Equipment Location") without Lessor's prior written consent, which consent will not be unreasonably withheld, except that any Equipment that is intended by design to be a mobile piece of technology (i.e. laptop computers) may be moved within the continental U.S. without consent. Lessor shall have the right at all reasonable times during regular business hours, subject to compliance with Lessee's customary security procedures, to enter into and upon the property of Lessee for the purpose of inspecting the Equipment. In order to facilitate the use of the Equipment by students and/or Lessee's employees ("Authorized Users") while on premises other than those belonging to Lessee, Lessee acknowledges and agrees that: (a) Lessee shall use due care to ensure that the Equipment is not (i) used in violation of any applicable law, in a manner contrary to that contemplated by the related Lease, or for private business purposes, or (ii) used by anyone other than Authorized Users; and (b) Lessee (and not Authorized Users) shall be solely responsible for (i) maintaining insurance in accordance with the terms of the related Lease, (ii) payment of any applicable sales, property and other taxes on the Equipment, and (iii) return of the Equipment under a Lease to Lessor upon the occurrence of an Event of Default or Event of Non-appropriation thereunder. Lessee agrees that it will use the Equipment under each Lease in the manner for which it was intended, as required by all applicable manuals and instructions and as required to keep the Equipment eligible for any manufacturer's certification and/or standard, full service maintenance contract. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment under each Lease in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs shall be governed by the terms of the related Lease. Lessee will not make any permanent alterations to the Equipment that will result in a decrease in the market value of the Equipment.

**11. LIENS; TAXES.** LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED UNDER THIS MASTER LEASE AND THE RELATED LEASE. The parties to this Master Lease intend that the Equipment

will be used for governmental or proprietary purposes of Lessee and that the Equipment will be exempt from all property taxes. Lessee shall timely pay all assessments, license and filing fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines or penalties whatsoever, whether payable by Lessor or Lessee, now or hereafter imposed by any governmental body or agency on or relating to the Equipment or the Lease Payments or the use, registration, rental, shipment, transportation, delivery, ownership or operation of the Equipment and on or relating to this Master Lease or any Lease; *provided, however*, that the foregoing shall not include any federal, state or local income or franchise taxes of Lessor.

**12. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, LESSOR SHALL NOT BE LIABLE FOR ANY DIRECT DAMAGES OF LESSEE RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THIS MASTER LEASE, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY, with respect to each Lease, Lessee agrees that (a) Lessor shall have no liability, cost or expense with respect to transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment; and (b) Lessor shall have no responsibility in connection with the selection of the Equipment, the ordering of the Equipment, its suitability for the use intended by Lessee, Lessee's compliance or non-compliance with competitive pricing and/or bidding requirements, the acceptance by the Vendor of the order submitted, if applicable, or any delay or failure by the Vendor or its sales representative to, deliver, install, or maintain the Equipment for Lessee's use. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH OR ARISING OUT OF ANY LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM OF EQUIPMENT PROVIDED FOR IN ANY LEASE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY AND REGARDLESS OF WHETHER LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE THAT THE PROVISIONS IN THIS MASTER LEASE FAIRLY ALLOCATE THE RISKS BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS MASTER LEASE.

**13. IDENTIFICATION.** Lessor shall be entitled to insert missing or correct information on the related Lease, including, without limitation, Lessee's official name, serial numbers and any other information describing the Equipment under such Lease; provided that Lessor forwards copies of such changes to Lessee.

**14. LOSS OR DAMAGE.** Lessee shall be responsible for any loss, theft of and/or damage to the Equipment or any portion thereof from any cause whatsoever, regardless of the extent or lack of insurance coverage, from the time the Equipment is delivered to and accepted by Lessee pursuant to the related Lease until the end of the Lease Term thereunder or until the Equipment is returned to Lessor pursuant to Section 19 of this Master Lease. If any item of the Equipment is lost, stolen or damaged, Lessee shall immediately provide written notice of such loss or damage to Lessor and shall, within fifteen (15) business days after such loss or damage, at Lessee's option,: (a) repair the damaged Equipment so that it is in good condition and working order, eligible for any manufacturer's certification; (b) replace the damaged Equipment at Lessee's sole cost and expense with equipment having substantially similar manufacturer's specifications and of equal or greater value to the damaged Equipment immediately prior to such Equipment being damaged, such replacement equipment to be subject to Lessor's written approval, whereupon such replacement equipment shall be substituted in the applicable Lease and the other related documents by appropriate endorsement or amendment; or (c) pursuant to Section 18, purchase Lessor's interest in the damaged Equipment on a pro rata basis (notwithstanding the limitation in Section 18 only to prepaying in whole) and continue the related Lease for the non-damaged Equipment for the balance of the applicable Lease Term. In such event, Lessor will provide Lessee with a revised amortization of Lease Payments for the non-damaged Equipment. Lessor will forward to Lessee any insurance proceeds which Lessor receives for damaged Equipment for Lessee's use in the repair or replacement of the damaged Equipment, unless there has been an Event of Default or an Event of Non-appropriation by Lessee, in which event Lessor will apply any insurance proceeds received to reduce Lessee's obligations under Section 17 of this Master Lease.

**15. INSURANCE.** In the event that Lessee is not self-insured (as hereafter provided), Lessee shall, at its expense, keep the Equipment fully insured against loss, fire, theft, damage or destruction from any cause whatsoever in an amount not less than the greater of (a) the total Lease Payments for the Lease Term under the related Lease or (b) the full replacement cost of the Equipment without consideration for depreciation. Upon Lessor's written request, Lessee shall also provide such additional insurance against injury, loss or damage to persons or property arising out of the use or operation of the Equipment as is customarily maintained by owners of property similar to the Equipment. Lessee may self-insure against such risks. The policy shall state that Lessor shall be notified of any proposed cancellation at least thirty (30) days prior to the date set for cancellation. All such insurance shall be in form, issued by such insurance companies and be in such amounts as shall be satisfactory to Lessor, and shall provide that losses, if any, shall be payable to Lessor as "loss payee," and all such liability insurance shall include Lessor as an "additional insured." Upon Lessor's written request, Lessee shall provide Lessor with a certificate or other evidence of insurance acceptable to Lessor evidencing the insurance coverage required under the related Lease. In the event Lessee fails to provide such evidence within ten (10) business days of Lessor's request, or upon Lessor's receipt of a notice of policy cancellation, Lessor may (but shall not be obligated to) obtain insurance covering Lessor's interest in the Equipment at Lessee's sole expense. Lessee will pay all insurance premiums and related charges.

**16. DEFAULT.** Except in the event of nonappropriation as set forth in Section 6, Lessee will be in default under a Lease upon the occurrence of any of the following (each, an "Event of Default"): (a) Lessee fails to pay any Lease Payment or other payment due in full under such Lease within thirty (30) days after its due date; (b) Lessee fails to perform or observe any other promise or obligation in this Master Lease and/or any Lease, and does not correct the default within thirty (30) days after written notice of default by Lessor; (c) any representation, warranty or statement made by Lessee in this Master Lease or any Lease shall prove to have been false or misleading in any material respect when made; (d) Lessee fails to obtain and maintain insurance as required by Section 15; (e) the Equipment or any portion thereof is used in a manner not authorized by, or used in violation of the terms of the related Lease; (f) the Equipment or any part thereof is lost, destroyed, or damaged beyond repair and remains uncured in accordance with Section 14; (g) a petition is filed by or against Lessee under any bankruptcy or insolvency laws; or (h) an Event of Default occurs under any other Lease or prior financing with Lessor.

**17. REMEDIES.** Upon the occurrence of an Event of Default under the Master Lease or a Lease, Lessor may, in its sole discretion, do any or all of the following (without penalty, liability or obligation on Lessor's part and without limiting any other rights or remedies available to Lessor): (a) provide written notice to Lessee of the Event of Default; (b) as liquidated damages for loss of a bargain, and not as a penalty, declare due and payable any and all amounts which may then be due and payable under the Master Lease or a Lease, plus all Lease Payments remaining through the end of the then current fiscal period; (c) without terminating the Lease Term under such Lease, (i) require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor in accordance with the requirements in Section 19, and (ii) at Lessee's expense, sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable for the difference between the Lease Payment payable by Lessee pursuant to the terms of such Lease to the end of the current fiscal period and the net proceeds of any such sale, lease or sublease; and (d) require Lessee to remove all proprietary data from the Equipment, holding Lessor harmless if Lessee fails to do so. To the extent Lessee does not return the Equipment in a timely manner pursuant to Section 17(c)(i), upon prior notice, and in accordance with the district's security policies and applicable law and process, Lessor may enter the premises where the Equipment is located and retake possession of such Equipment. The exercise of any of such remedies shall not relieve Lessee of any other liabilities under any other Lease. Without limiting the foregoing, Lessor may take whatever action, either at law or in equity, may appear necessary or desirable to enforce its rights under any Lease, or as a secured party in any or all of the Equipment. No remedy of Lessor is intended to be exclusive and every such remedy, now or hereafter existing, at law or in equity, shall be cumulative and shall be in addition to every other remedy given under a Lease. In the event that Lessor sells or otherwise liquidates the Equipment following an Event of Default or an Event of Non-appropriation as herein provided and realizes net proceeds (after payment of costs) in excess of total Lease Payments under the related Lease that would have been paid during the related scheduled Lease Term plus any other amounts then due under the related Lease, Lessor shall immediately pay the amount of any such excess to Lessee.

**18. PURCHASE OPTION.** At the option of Lessee, and provided that no Event of Default or Event of Non-appropriation has occurred and/or is continuing under the Master Lease or any Lease, Lessor's interest in all, but not less than all, of the Equipment subject to a Lease will be transferred, conveyed and assigned to Lessee, free and clear of any right or interest of Lessor, and such Lease shall terminate upon payment in full of all Lease Payments under such Lease and all other amounts then due thereunder. If Lessor permits an early termination, the purchase price Lessor may quote to Lessee may include a prepayment fee, as set forth in Exhibit A.

**19. RETURN OF EQUIPMENT.** In the case of an Event of Default under a Lease or an Event of Non-appropriation by Lessee with respect to a Lease in accordance with Section 6, Lessee will, at Lessee's sole cost and expense, immediately return the Equipment (including all copies of any software free of any proprietary data), manuals, and accessories to any location and aboard any carrier Lessor may designate in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, and maintained in accordance with the terms of the related Lease. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Lease Payments until the Equipment is delivered to Lessor's carrier. Notwithstanding anything in this Section 19 to the contrary, any amounts to be paid by Lessee as provided in this Section 19 shall be payable solely from funds legally available for the purpose.

**20. LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents, covenants and warrants for the benefit of Lessor that as of the date hereof and as of Commencement Date for each Lease, and throughout each Lease Term: (a) Lessee is a state or political subdivision thereof within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) Lessee is duly organized and existing under the Constitution and laws of the state in which Lessee is located; (c) Lessee is authorized to enter into and carry out its obligations under this Master Lease and each Lease and every other document required to be delivered in connection with this Master Lease and a Lease; (d) this Master Lease and each Lease have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, codes, ordinances, regulations, and policies; (e) any person signing the Master Lease and each Lease has the authority to do so, is acting with the full express authorization of Lessee's governing body, and holds the office indicated below his or her signature, which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take such action, in accordance with Section 6, to include in its annual budget request, for submission to Lessee's governing body, any funds required to fulfill Lessee's obligations for each succeeding fiscal period during the applicable Lease Term; (h) Lessee has complied fully with all applicable laws, codes, ordinances, regulations, and policies, governing open meetings, competitive pricing and/or public bidding and appropriations required in connection with each Lease, the selection and acquisition of the Equipment and the selection of Vendor; (i) all payments due and to become due during Lessee's current fiscal period under a Lease are within the fiscal budget of such fiscal period, and are or will be included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Equipment under the related Lease; (j) Lessee shall not do or cause to be done any act which shall cause, or by omission of any act allow, the interest portion of any Lease Payment to become includible in Lessor's gross income for Federal income taxation purposes under the Code; (k) Lessee shall comply with the information reporting requirements of Section 149(e) of the Code with respect to each Lease (such compliance shall include, but not be limited to, the execution of Form 8038-G or 8038-GC information reporting returns as appropriate); (l) all financial information provided by Lessee is true and accurate and fairly represents Lessee's financial condition; (m) Lessee has not for at least its most recent ten (10) fiscal periods failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement; (n) there is no litigation, pending or threatened that would materially adversely affect the transactions contemplated by this Master Lease, any Lease, or the financial condition of Lessee; and (o) any and all Equipment that Lessee leases, purchases and/or acquires pursuant to this Master Lease and any Lease hereunder is for Lessee's internal purposes only and Lessee is not and will not lease, purchase or acquire the Equipment for resale.

**21. ASSIGNMENT.** Lessor may, upon prior written notice to Lessee but without Lessee's consent, sell, assign, or transfer from time to time Lessor's rights, title, and interest under this Master Lease and/or any Lease or Leases or interest therein, including the right to receive Lease Payments under the Master Lease and Lessor's security interest in the Equipment under a Lease to one or more assignees or subassignees (each, an "Assignee"). Lessee agrees that, upon such assignment, the Assignee will have the same rights and benefits of Lessor under the terms of the related Lease. Lessee agrees that the rights of Assignee will not be subject to any claims, defenses, or set-offs that Lessee may have against any Vendor. Upon notice to Lessee of such assignment, Lessee agrees to respond to any requests

about the related Lease and, if directed by Lessor, to pay Assignee all Lease Payments and other amounts due under such Lease. Lessee hereby appoints Lessor as its agent to maintain a record of all assignments of each Lease in a form sufficient to comply with the registration requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time, and Lessor agrees to maintain such registration record.

**22. ADDITIONAL PAYMENTS.** Lessor may, but is not obligated to, take on Lessee's behalf any action which Lessee fails to take as required by any Lease, and Lessee shall pay any expenses incurred by Lessor in taking such action, which will be in addition to the Lease Payments as set forth in the related Lease.

**23. RELEASE AND INDEMNIFICATION.** To the extent permitted by applicable state law and subject to Section 6, Lessee shall indemnify, release, protect, hold harmless, save and defend Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of the cause thereof, and all costs and expenses in connection therewith (including, without limitation, attorneys' fees) arising out of or resulting from (a) the ordering, acquisition, use, installation, deployment, testing, operation, condition, purchase, delivery, rejection, storage or return of any item of Equipment; (b) any damage to property or personal injury or death of any person in connection with the operation, use, installation, deployment, testing, condition, possession, storage or return of any item of Equipment, or in connection with or resulting from Lessee's acts, omissions, negligence, misconduct or breach of any provision of this Master Lease or any Lease(s) hereunder; and/or (c) the breach of any covenant or any material representation of Lessee contained in this Master Lease or any Lease. The indemnification obligations set forth herein shall continue in full force and effect notwithstanding the payment in full of all obligations under any Lease or the termination of the Lease Term under any Lease for any reason.

**24. MISCELLANEOUS.** Each Lease, together with this Master Lease, contains the entire agreement of the parties regarding the subject matter hereof which is limited to lease financing. TIME IS OF THE ESSENCE IN EACH LEASE. If a court of competent jurisdiction finds any provision of any Lease to be unenforceable, the remaining terms of such Lease shall remain in full force and effect. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The captions or heading in this Master Lease and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions. This Master Lease and each Lease will be governed by the laws of the state where Lessee is located without regard to the conflict of law principles thereof. Lessor and Lessee both intend to comply with all applicable laws. If it is determined that Lessee's payments under the Master Lease or any Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal, and interest will be charged at the highest rate allowed by law.

**25. NOTICES.** All written notices under the Master Lease and any Lease must be sent by certified mail or recognized overnight delivery service, postage prepaid, to the addresses as stated on each Lease, or by facsimile transmission, with written confirmation of receipt.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS MASTER LEASE AND EACH LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS MASTER LEASE OR A LEASE MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS MASTER LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN THE PARTIES. EXCEPT FOR AN EVENT OF NON-APPROPRIATION, EACH LEASE IS NOT CANCELABLE BY LESSEE.

LESSOR: WELLS FARGO VENDOR FINANCIAL SERVICES, LLC

LESSEE: FULLERTON SCHOOL DISTRICT  
1401 W VALENCIA DRIVE, FULLERTON, CA 92833

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

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

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

FED TAX ID#

FED TAX ID#: \_\_\_\_\_

## EXHIBIT A

**Lease Schedule No. 000, \_\_\_\_\_ 20\_\_\_\_ to Master Lease Purchase Agreement # 450-0020571 Dated \_\_\_\_\_**

This Lease Schedule No. 000 ("Schedule") is entered into pursuant to that Master Lease Purchase Agreement # 450-0020571 dated \_\_\_\_\_, ("Master Lease"), and is effective as of \_\_\_\_\_, 20\_\_\_\_. All of the terms and conditions of the Master Lease, including Lessee's representations and warranties, are incorporated herein by reference. Unless otherwise indicated, all capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Master Lease.

Lessee hereby acknowledges and agrees that its obligation to make Lease Payments as set forth in this Schedule is absolute and unconditional as of the date hereof and on each date and in the amounts as set forth in the Lease Payment Schedule, subject to the terms and conditions of the Master Lease.

Lessee expressly represents that at least ninety-five percent (95%) of the financing cost set forth in this Schedule is being used to acquire Equipment that will be capitalizable for federal income tax purposes.

EQUIPMENT INFORMATION	
QTY	EQUIPMENT DESCRIPTION
	Personal computers, electronic devices, servers, and networking equipment with a value not to exceed \$952,731.45 as such equipment is more particularly described in invoices presented to Wells Fargo Vendor Financial Services, LLC, as Lessor, and accepted by Lessee, which descriptions are incorporated herein by reference. Final Rental payment will be amended, if necessary, determined by final equipment payment by Lessor as determined by the effective interest rate stated below.
Equipment Location: 1401 W Valencia Drive, Fullerton, CA 92833	

LEASE PAYMENT SCHEDULE					
Pmt #	Payment Date	Payment Amount	Interest	Principal	Outstanding Balance
<b>Commencement</b>	<b>7/15/2020</b>				<b>\$952,731.45</b>
<b>1</b>	<b>7/15/2020</b>	<b>\$241,713.96</b>	<b>\$0.00</b>	<b>\$241,713.96</b>	<b>\$711,017.49</b>
<b>2</b>	<b>7/15/2021</b>	<b>\$241,713.96</b>	<b>\$7,039.08</b>	<b>\$234,674.88</b>	<b>\$476,342.61</b>
<b>3</b>	<b>7/15/2022</b>	<b>\$241,713.96</b>	<b>\$4,715.80</b>	<b>\$236,998.16</b>	<b>\$239,344.45</b>
<b>4</b>	<b>7/15/2023</b>	<b>\$241,713.96</b>	<b>\$2,369.51</b>	<b>\$239,344.45</b>	<b>\$0.00</b>
<b>Totals</b>		<b>\$966,855.84</b>	<b>\$14,124.39</b>	<b>\$952,731.45</b>	
<b>Promotional Interest .99%</b>					

Lessee acknowledges that the discounted purchase price for the Lease is \$930,854.13 and that such amount is the Issue Price for the Lease for federal income tax purposes. The difference between the principal amount of this Lease and the Issue Price is Original Issue Discount ("OID") for federal income tax purposes. The Yield for this Lease for federal income tax purposes is 2.59 % per annum. Such Issue Price and Yield will be stated in the Form 8038-G or 8038-GC, as applicable.

Provided Lessee is not in default under this Lease, Lessee has the right to prepay in full, but not in part, all of Lessee's obligations under this Lease (the "**Prepayment**") prior to the end of the scheduled Lease Term. Any Prepayment shall be made in the Prepayment Amount calculated as of the Effective Prepayment Date. "**Prepayment Amount**" means the sum of: (a) all Lease Payments and all other sums due but unpaid under this Lease as of the time of the Effective Prepayment Date, plus (b) the present value of all Payments to become due during the remainder of the Term, calculated using the promotional interest rate set forth herein, plus (c) the corresponding "**Prepayment Fee**". The Prepayment Fee shall equal one percent of the amount described in clause (b) of this paragraph as of the Effective Prepayment Date (unless we choose, at our discretion, to charge a lesser amount). "**Effective Prepayment Date**" means the scheduled payment due date on which the Prepayment Amount is received by us, or if not received on a scheduled payment due date, the next scheduled payment due date following receipt of the Prepayment Amount. **IMPORTANT: Read before signing.** The terms of the Master Lease should be read carefully because only those terms in writing are enforceable. Terms or oral promises which are not contained in this Lease may not be legally enforced. The terms of the Master Lease or Lease may only be changed by another written agreement between Lessor and Lessee. Lessee agrees to comply with the terms and conditions of the Master Lease and this Lease.

LESSOR: **WELLS FARGO VENDOR FINANCIAL SERVICES, LLC**

SIGNATURE: \_\_\_\_\_  
 NAME / TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

LESSEE: **FULLERTON SCHOOL DISTRICT**

SIGNATURE: \_\_\_\_\_  
 NAME / TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_ FED TAX ID #: \_\_\_\_\_  
 ADDRESS: **1401 W VALENCIA DRIVE  
 FULLERTON, CA 92833**

**EXHIBIT B**

**ACCEPTANCE CERTIFICATE**

**Re: Lease Schedule No. 000 dated \_\_\_\_\_, 20\_\_\_\_, (the "Schedule") to Master Lease Purchase Agreement # 450-0020571 Agreement, dated as of \_\_\_\_\_, between Wells Fargo Vendor Financial Services, LLC, as Lessor, and FULLERTON SCHOOL DISTRICT, as Lessee.**

Wells Fargo Vendor Financial Services is hereby requested to pay the person or entity designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment and has not formed the basis of any prior request for payment. The equipment described below is all of the "Equipment" listed in the Schedule to the Master Lease Purchase Agreement referenced above.

Payee Name: \_\_\_\_\_

<u>Description or Invoice #</u>	<u>\$ Amount</u>
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Lessee hereby certifies and represents to and agrees with Lessor as follows:

- (1) The Equipment described above has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the insurance coverage required by Section 15 of the Master Lease.
- (4) No event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default or Event of Non-appropriation (each as defined in the Master Lease) under the Master Lease exists at the date hereof.

**FINAL ACCEPTANCE CERTIFICATE (All Equipment Has Been Accepted)**

**LESSEE: FULLERTON SCHOOL DISTRICT**

Signature: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

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

**PLEASE RETURN PAYMENT REQUEST TO:**

**Wells Fargo Vendor Financial Services  
5000 Riverside Drive, Suite 300 East  
Irving, TX 75039-4314  
Telephone: \_\_\_\_\_  
Attn: Customer Service**

**EXHIBIT C**

**INCUMBENCY CERTIFICATE**

**MASTER LEASE PURCHASE AGREEMENT # 450-0020571 dated \_\_\_\_\_**

Being a knowledgeable and authorized agent of the Lessee, I hereby certify to Lessor that the person(s) who executed the Master Lease and each Schedule are legally authorized to do so on behalf of the Lessee and that the signatures that appear on the Master Lease and each applicable Schedule are genuine.

LESSEE: **FULLERTON SCHOOL DISTRICT**

Signature: \_\_\_\_\_  
Printed  
Name/Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**(THE INCUMBENCY IS TO BE EXECUTED BY A PERSON OTHER THAN THE SIGNER OF THIS SCHEDULE AND RELATED DOCUMENTS. THIS MAY BE A BOARD CLERK/SECRETARY, BOARD MEMBER OR SUPERINTENDENT.)**

# CONTACT INFORMATION

Pursuant to the Master Lease Purchase Agreement # 450-0020571 dated \_\_\_\_\_, (the "Master Lease"), Schedule No.000 and No. 001, between **WELLS FARGO VENDOR FINANCIAL SERVICES, LLC** (the "Lessor"), and **FULLERTON SCHOOL DISTRICT** (the "Lessee"), Lessee hereby acknowledges the obligations to make Lease Payments promptly when due in accordance with the Master Lease.

**INVOICE MAILING ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SHIP TO ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EARLIEST DATE THE DELIVERY CAN BE ACCEPTED:**

\_\_\_\_\_

**Mail invoices to the attention of:** \_\_\_\_\_

Phone: \_\_\_\_\_  
Cell: \_\_\_\_\_  
Email: \_\_\_\_\_

**Digital Product Contact:** \_\_\_\_\_

Phone: \_\_\_\_\_  
Cell: \_\_\_\_\_  
Email: \_\_\_\_\_

**Primary Contact:** \_\_\_\_\_

Phone: \_\_\_\_\_  
Cell: \_\_\_\_\_  
Email: \_\_\_\_\_

**Summer – Primary Contact:** \_\_\_\_\_

Phone: \_\_\_\_\_  
Cell: \_\_\_\_\_  
Email: \_\_\_\_\_

**Secondary Contact:** \_\_\_\_\_

Phone: \_\_\_\_\_  
Cell: \_\_\_\_\_  
Email: \_\_\_\_\_

**Summer – Secondary Contact:** \_\_\_\_\_

Phone: \_\_\_\_\_  
Cell: \_\_\_\_\_  
Email: \_\_\_\_\_

**Product Delivery Contact:** \_\_\_\_\_

Phone: \_\_\_\_\_  
Cell: \_\_\_\_\_  
Email: \_\_\_\_\_

**Product Delivery – Second Contact:** \_\_\_\_\_

Phone: \_\_\_\_\_  
Cell: \_\_\_\_\_  
Email: \_\_\_\_\_

Master Lease Purchase Agreement No: 450-0020571  
Lease Schedule #: 000 and 001  
Dated:  
FULLERTON SCHOOL DISTRICT

**EXHIBIT E**

**INSURANCE COVERAGE REQUIREMENTS**

- 1) Insurance Agency - Name of Agency, Phone Number, Fax Number, and Contact Name

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- 2) Property Damage & Loss Coverage –

- a) "All Risk" Physical Damage & Loss Insurance
- b) Include: Policy Number, Effective Date and Expiration Date
- c) **Wells Fargo Vendor Financial Services, LLC**, named "Loss Payee"
- d) Endorsement giving 30 days written notice of any changes or cancellation.

LIMITS: The full replacement value of the equipment.

- 3) The Certificate Holder should be named as follows:

**Wells Fargo Vendor Financial Services, LLC  
5000 Riverside Drive, Suite 300 East  
Irving, TX 75039-4314**

**FOR SELF INSURANCE:**

A letter needs to be prepared on Lessee's Letterhead and addressed to **Wells Fargo Vendor Financial Services, LLC**, and signed by an authorized official of the Lessee. The letter must refer to the Master Lease, and include information regarding the statute authorizing this form of insurance (with a copy of the statute attached to the letter).

**PURCHASE ORDER REQUIREMENTS**

In order to expedite your order appropriately and as quickly as possible, we ask that your Purchase Order contain the following information, if applicable. If you have any questions regarding this information, please feel free to contact us at any time.

- 1. Purchase Order Should be made out to:
- 2. Purchase Order Number
- 3. Purchase Order Date
- 4. Quote/Proposal Number and Total Amount of Quote
- 5. Physical Ship To Street Name/Address
- 6. Bill to Address
- 7. Lease Schedule Reference, Example:  
"Per Lease Schedule #: 450-0020571-000 or 450-0020571-001 "
- 8. Authorized Signature
- 9. Configure to Order (CTO) Specifications **(if applicable)**
- 10. Personalization Text **(if applicable)**
- 11. Taxes **(if applicable)**
- 12. E-waste Fees **(if applicable)**

# Essential Use Audit

Lessee Contact Name / Position \_\_\_\_\_ Phone Number: \_\_\_\_\_

- 1) Please clarify legal name of proposed lessee? \_\_\_\_\_
- 2) Is any equipment to be leased replacing any existing equipment?  Yes  No (If No, proceed to question 3)
- What percentage of the equipment to be leased is replacement? \_\_\_\_\_%
- How long was the existing equipment in use?  1-3 yrs  3-5 yrs  5+ yrs
- Why is the existing equipment being replaced? \_\_\_\_\_
- \_\_\_\_\_
- What will be done with the replaced equipment? \_\_\_\_\_
- \_\_\_\_\_
- 3) For what purpose is the equipment being acquired? (Provide detail if possible.)
- Educational Use (Such as Schools or Universities)
- Administrative Use (Such as State or County Offices)
- Outdoor Use (Such as Golf Course or Public Common Areas)
- Other Use \_\_\_\_\_
- 4) Was the equipment/lease placed for competitive bid?  Yes  No
- If No**, why was a bid not required?
- Covered under state contract (Contract name and # \_\_\_\_\_)
- Size of transaction does not require competitive bid (What documentation \_\_\_\_\_)
- Transaction exempt from bidding process pursuant to current statutes (statute # \_\_\_\_\_)
- (Please attach copy of statute if available)
- Other \_\_\_\_\_
- 5) What is the source of funds for repayment of this obligation?
- Local Property Taxes
- State Unrestricted Revenues
- Federal Financial Assistance
- Chapter I
- Chapter II
- Other \_\_\_\_\_
- 6) Are the funds to be used for repayment of this obligation appropriated and encumbered in an approved budget?  Yes  No
- If No**, why is the obligation not included in an approved budget? \_\_\_\_\_
- \_\_\_\_\_
- 7) Why do you expect funds to continue to be appropriated in the future for repayment of this obligation? \_\_\_\_\_
- \_\_\_\_\_
- To the best of your knowledge, have you ever non-appropriated funds in the past?  Yes  No
- If Yes**, please provide details \_\_\_\_\_
- \_\_\_\_\_
- 8) Will a Purchase Order be issued for this transaction? \_\_\_\_\_
- 9) Is a Purchase Order # required on the Invoice for prompt payment? \_\_\_\_\_

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

Signature	Title	Printed Name	Phone
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# **EXHIBIT D**

## **INVOICE**

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**Remit Payment To:**

**Wells Fargo Vendor Financial Services, LLC  
5000 Riverside Drive, Suite 300 East  
Irving, TX 75039-4314**

<b>BILLING ID</b>	<b>CUSTOMER NO</b>	<b>CUSTOMER SERVICE</b>	
<b>450-0020571-000</b>		<b>1-800-535-1680</b>	
<b>INVOICE</b>	<b>INVOICE DATE</b>	<b>DUE DATE</b>	<b>TOTAL DUE</b>
<b>ADV450-0020571-000</b>	<b>June 4, 2020</b>	<b>7/15/20</b>	<b>\$241,713.96</b>

**SOLD TO:**

**FULLERTON SCHOOL DISTRICT  
1401 W VALENCIA DRIVE  
FULLERTON, CA 92833**

<b>ACCOUNT</b>	<b>DUE DATE</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
450-0020571-000	7/15/20	Advanced Lease Payment	\$241,713.96

**\*\*\*Please return your payment with this invoice. Your payment is due at the time of lease commencement.\*\*\***

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(School or District Letterhead)

Date:

Wells Fargo Vendor Financial Services, LLC  
5000 Riverside Drive, Suite 300 East  
Irving, TX 75039-4314

Dear Jayne Adams-Griffin,

FULLERTON SCHOOL DISTRICT will accept partial shipment of the computer equipment as described on our PO # \_\_\_\_\_ . Upon delivery of the partial shipment, we will sign the certificate of acceptance and commence the lease based on the equipment that has been delivered. We understand our lease payment will start lower than what is reflected on our contract based on the partial shipment. When the remainder of the equipment is delivered, you may add those invoices to the lease total and adjust our lease payment accordingly.

Sincerely,

\_\_\_\_\_  
(Signer of the lease with Title)

**Information Return for Tax-Exempt Governmental Obligations**

▶ Under Internal Revenue Code section 149(e)  
 ▶ See separate instructions.  
**Caution:** If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name		2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)
6 City, town, or post office, state, and ZIP code		7 Date of issue
8 Name of issue		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

**Part II Type of Issue (enter the issue price).** See the instructions and attach schedule.

11 Education . . . . .	11		
12 Health and hospital . . . . .	12		
13 Transportation . . . . .	13		
14 Public safety . . . . .	14		
15 Environment (including sewage bonds) . . . . .	15		
16 Housing . . . . .	16		
17 Utilities . . . . .	17		
18 Other. Describe ▶	18		
19 If obligations are TANs or RANs, check only box 19a . . . . . ▶ <input type="checkbox"/>			
If obligations are BANs, check only box 19b . . . . . ▶ <input type="checkbox"/>			
20 If obligations are in the form of a lease or installment sale, check box . . . . . ▶ <input type="checkbox"/>			

**Part III Description of Obligations.** Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22 Proceeds used for accrued interest . . . . .	22		
23 Issue price of entire issue (enter amount from line 21, column (b)) . . . . .	23		
24 Proceeds used for bond issuance costs (including underwriters' discount) . . . . .	24		
25 Proceeds used for credit enhancement . . . . .	25		
26 Proceeds allocated to reasonably required reserve or replacement fund . . . . .	26		
27 Proceeds used to currently refund prior issues . . . . .	27		
28 Proceeds used to advance refund prior issues . . . . .	28		
29 Total (add lines 24 through 28) . . . . .	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) . . . . .	30		

**Part V Description of Refunded Bonds.** Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded . . . . . ▶	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded . . . . . ▶	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) . . . . . ▶	_____
34 Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	_____

**Part VI Miscellaneous**

<b>35</b>	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .	<b>35</b>	
<b>36a</b>	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) . . . . .	<b>36a</b>	
<b>b</b>	Enter the final maturity date of the GIC ▶ _____		
<b>c</b>	Enter the name of the GIC provider ▶ _____		
<b>37</b>	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .	<b>37</b>	
<b>38a</b>	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
<b>b</b>	Enter the date of the master pool obligation ▶ _____		
<b>c</b>	Enter the EIN of the issuer of the master pool obligation ▶ _____		
<b>d</b>	Enter the name of the issuer of the master pool obligation ▶ _____		
<b>39</b>	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . .		<input type="checkbox"/>
<b>40</b>	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . .		<input type="checkbox"/>
<b>41a</b>	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
<b>b</b>	Name of hedge provider ▶ _____		
<b>c</b>	Type of hedge ▶ _____		
<b>d</b>	Term of hedge ▶ _____		
<b>42</b>	If the issuer has superintegrated the hedge, check box . . . . .		<input type="checkbox"/>
<b>43</b>	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . .		<input type="checkbox"/>
<b>44</b>	If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . .		<input type="checkbox"/>
<b>45a</b>	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement . . . . . ▶ _____		
<b>b</b>	Enter the date the official intent was adopted ▶ _____		

<b>Signature and Consent</b>	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	▶ _____ Signature of issuer's authorized representative		▶ _____ Date	
			▶ _____ Type or print name and title	
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ▶	Firm's EIN ▶		
	Firm's address ▶	Phone no.		

**8038-G Instructions available at:** <http://www.irs.gov/pub/irs-pdf/i8038g.pdf>

**EXHIBIT G**

**(To be printed on Attorney's Letterhead)**

**[Form Opinion of Counsel]**

Wells Fargo Vendor Financial Services, LLC  
5000 Riverside Drive, Suite 300 East  
Irving, TX 75039-4314

Re: Schedule No. 000 and 001 dated \_\_\_\_\_, 20\_\_\_\_ to Master Lease Purchase Agreement #450-0020571 dated as of \_\_\_\_\_, between Wells Fargo Vendor Financial Services, LLC, as Lessor, and FULLERTON SCHOOL DISTRICT, as Lessee.

Ladies and Gentlemen:

As legal counsel to FULLERTON SCHOOL DISTRICT (the "Lessee"), I have examined (a) an executed counterpart of a certain Master Lease Purchase Agreement # 450-0020571 dated as of \_\_\_\_\_, and Exhibits thereto (collectively, the "Agreement") by and between Wells Fargo Vendor Financial Services, LLC (the "Lessor") and the Lessee, and an executed counterpart of Schedule No. 000 and 001 dated \_\_\_\_\_, 20\_\_\_\_ (the "Schedule") to the Agreement, by and between the Lessor and the Lessee, which, among other things, provides for the lease with option to purchase to the Lessee of certain property listed in the Schedule (the "Equipment"), (b) a certified copy of the resolution (the "Authorizing Resolution") of the governing body of the Lessee which, among other things, authorizes the Lessee to enter into the Agreement and the Schedule and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinion. The Schedule and the terms and provisions of the Agreement incorporated therein by reference together with the Lease Payment Schedule attached to the Schedule are herein referred to collectively as the "Lease".

Based on the foregoing, I am of the following opinion:

- (1) Lessee is duly organized and legally existing as a State entity, city, county, school district, special district or other state or local government unit under the laws of the State of CA, with full power and authority to enter into, and perform its obligations under, the Lease;
- (2) The Lease has been duly authorized, executed, and delivered by Lessee. Assuming due authorization, execution and delivery thereof by Lessor, the Lease is a legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms, except to the extent limited by State and federal laws affecting creditors' remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights;
- (3) The person or persons signing the Lease have the authority to do so and have acted within the full authorization of the Lessee's governing body.
- (4) Lessee has complied with any applicable property acquisition laws and public bidding requirements in connection with the Lease and the transactions contemplated thereby, and the Authorizing Resolution was duly adopted at a meeting that was held in compliance with all applicable laws relating to the holding of open and public meetings.
- (5) There is no proceeding pending or, to the best of my knowledge (after diligent inquiry), threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease or the security interest of Lessor or its assigns, as the case may be, in the Equipment thereunder.
- (6) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year and such monies have been properly budgeted and appropriated for this purpose in accordance with all applicable laws.

All capitalized terms herein shall have the same meanings as in the Lease unless otherwise provided herein. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Lease Payments, are entitled to rely on this opinion.

Printed Name  
Signature

## EXHIBIT A

**Lease Schedule No. 001, \_\_\_\_\_ 20\_\_\_\_\_ to Master Lease Purchase Agreement # 450-0020571 Dated \_\_\_\_\_**

This Lease Schedule No. 001 ("Schedule") is entered into pursuant to that Master Lease Purchase Agreement # 450-0020571 dated \_\_\_\_\_, ("Master Lease"), and is effective as of \_\_\_\_\_, 20\_\_\_\_. All of the terms and conditions of the Master Lease, including Lessee's representations and warranties, are incorporated herein by reference. Unless otherwise indicated, all capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Master Lease.

Lessee hereby acknowledges and agrees that its obligation to make Lease Payments as set forth in this Schedule is absolute and unconditional as of the date hereof and on each date and in the amounts as set forth in the Lease Payment Schedule, subject to the terms and conditions of the Master Lease.

Lessee expressly represents that at least ninety-five percent (95%) of the financing cost set forth in this Schedule is being used to acquire Equipment that will be capitalizable for federal income tax purposes.

EQUIPMENT INFORMATION	
QTY	EQUIPMENT DESCRIPTION
1	Personal computers, electronic devices, servers, and networking equipment with a value not to exceed \$662,673.70 as such equipment is more particularly described in invoices presented to Wells Fargo Vendor Financial Services, LLC, as Lessor, and accepted by Lessee, which descriptions are incorporated herein by reference. Final Rental payment will be amended, if necessary, determined by final equipment payment by Lessor as determined by the effective interest rate stated below.
Equipment Location: 1401 W Valencia Drive, Fullerton, CA 92833	

LEASE PAYMENT SCHEDULE					
Pmt #	Payment Date	Payment Amount	Interest	Principal	Outstanding Balance
<b>Commencement</b>	7/15/2020				<b>\$662,673.70</b>
1	7/15/2020	\$135,158.80	\$0.00	\$135,158.80	\$527,514.90
2	7/15/2021	\$135,158.80	\$5,222.40	\$129,936.40	\$397,578.50
3	7/15/2022	\$135,158.80	\$3,936.03	\$131,222.77	\$266,355.73
4	7/15/2023	\$135,158.80	\$2,636.92	\$132,521.88	\$133,833.85
5	7/15/2024	\$135,158.80	\$1,324.95	\$133,833.85	\$0.00
<b>Totals</b>		<b>\$675,794.00</b>	<b>\$13,120.30</b>	<b>\$662,673.70</b>	
<b>Promotional Interest .99%</b>					

Lessee acknowledges that the discounted purchase price for the Lease is \$642,522.28 and that such amount is the Issue Price for the Lease for federal income tax purposes. The difference between the principal amount of this Lease and the Issue Price is Original Issue Discount ("OID") for federal income tax purposes. The Yield for this Lease for federal income tax purposes is 2.59 % per annum. Such Issue Price and Yield will be stated in the Form 8038-G or 8038-GC, as applicable.

Provided Lessee is not in default under this Lease, Lessee has the right to prepay in full, but not in part, all of Lessee's obligations under this Lease (the "**Prepayment**") prior to the end of the scheduled Lease Term. Any Prepayment shall be made in the Prepayment Amount calculated as of the Effective Prepayment Date. "**Prepayment Amount**" means the sum of: (a) all Lease Payments and all other sums due but unpaid under this Lease as of the time of the Effective Prepayment Date, plus (b) the present value of all Payments to become due during the remainder of the Term, calculated using the promotional interest rate set forth herein, plus (c) the corresponding "**Prepayment Fee**". The Prepayment Fee shall equal one percent of the amount described in clause (b) of this paragraph as of the Effective Prepayment Date (unless we choose, at our discretion, to charge a lesser amount). "**Effective Prepayment Date**" means the scheduled payment due date on which the Prepayment Amount is received by us, or if not received on a scheduled payment due date, the next scheduled payment due date following receipt of the Prepayment Amount. **IMPORTANT: Read before signing.** The terms of the Master Lease should be read carefully because only those terms in writing are enforceable. Terms or oral promises which are not contained in this Lease may not be legally enforced. The terms of the Master Lease or Lease may only be changed by another written agreement between Lessor and Lessee. Lessee agrees to comply with the terms and conditions of the Master Lease and this Lease.

LESSOR: <b>WELLS FARGO VENDOR FINANCIAL SERVICES, LLC</b>  SIGNATURE: _____ NAME / TITLE: _____ DATE: _____	LESSEE: <b>FULLERTON SCHOOL DISTRICT</b>  SIGNATURE: _____ NAME / TITLE: _____ DATE: _____ FED TAX ID #: _____  ADDRESS: <b>1401 W VALENCIA DRIVE FULLERTON, CA 92833</b>
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**EXHIBIT B**

**ACCEPTANCE CERTIFICATE**

**Re: Lease Schedule No. 001 dated \_\_\_\_\_, 20\_\_\_\_, (the "Schedule") to Master Lease Purchase Agreement # 450-0020571 Agreement, dated as of \_\_\_\_\_, between Wells Fargo Vendor Financial Services, LLC, as Lessor, and FULLERTON SCHOOL DISTRICT, as Lessee.**

Wells Fargo Vendor Financial Services is hereby requested to pay the person or entity designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment and has not formed the basis of any prior request for payment. The equipment described below is all of the "Equipment" listed in the Schedule to the Master Lease Purchase Agreement referenced above.

Payee Name: \_\_\_\_\_

<u>Description or Invoice #</u>	<u>\$ Amount</u>
---------------------------------	------------------

Lessee hereby certifies and represents to and agrees with Lessor as follows:

- (1) The Equipment described above has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the insurance coverage required by Section 15 of the Master Lease.
- (4) No event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default or Event of Non-appropriation (each as defined in the Master Lease) under the Master Lease exists at the date hereof.

**FINAL ACCEPTANCE CERTIFICATE (All Equipment Has Been Accepted)**

**LESSEE: FULLERTON SCHOOL DISTRICT**

Signature: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

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

**PLEASE RETURN PAYMENT REQUEST TO:**

**Wells Fargo Vendor Financial Services  
5000 Riverside Drive, Suite 300 East  
Irving, TX 75039-4314  
Telephone: \_\_\_\_\_  
Attn: Customer Service**

# EXHIBIT D

## INVOICE

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**Remit Payment To:**

Wells Fargo Vendor Financial Services, LLC  
5000 Riverside Drive, Suite 300 East  
Irving, TX 75039-4314

BILLING ID	CUSTOMER NO	CUSTOMER SERVICE	
450-0020571-001		1-800-535-1680	
INVOICE	INVOICE DATE	DUE DATE	TOTAL DUE
ADV450-0020571-001	June 4, 2020	7/15/20	\$135,158.80

**SOLD TO:**

FULLERTON SCHOOL DISTRICT  
1401 W VALENCIA DRIVE  
FULLERTON, CA 92833

ACCOUNT	DUE DATE	DESCRIPTION	AMOUNT
450-0020571-001	7/15/20	Advanced Lease Payment	\$135,158.80

\*\*\*Please return your payment with this invoice. Your payment is due at the time of lease commencement.\*\*\*

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(School or District Letterhead)

Date:

Wells Fargo Vendor Financial Services, LLC  
5000 Riverside Drive, Suite 300 East  
Irving, TX 75039-4314

Dear Jayne Adams-Griffin,

FULLERTON SCHOOL DISTRICT will accept partial shipment of the computer equipment as described on our PO # \_\_\_\_\_ . Upon delivery of the partial shipment, we will sign the certificate of acceptance and commence the lease based on the equipment that has been delivered. We understand our lease payment will start lower than what is reflected on our contract based on the partial shipment. When the remainder of the equipment is delivered, you may add those invoices to the lease total and adjust our lease payment accordingly.

Sincerely,

\_\_\_\_\_  
(Signer of the lease with Title)

**Information Return for Tax-Exempt Governmental Obligations**

▶ Under Internal Revenue Code section 149(e)  
 ▶ See separate instructions.  
**Caution:** If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name		2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)
6 City, town, or post office, state, and ZIP code		7 Date of issue
8 Name of issue		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

**Part II Type of Issue (enter the issue price).** See the instructions and attach schedule.

11 Education . . . . .	11		
12 Health and hospital . . . . .	12		
13 Transportation . . . . .	13		
14 Public safety . . . . .	14		
15 Environment (including sewage bonds) . . . . .	15		
16 Housing . . . . .	16		
17 Utilities . . . . .	17		
18 Other. Describe ▶	18		
19 If obligations are TANs or RANs, check only box 19a . . . . . ▶ <input type="checkbox"/>			
If obligations are BANs, check only box 19b . . . . . ▶ <input type="checkbox"/>			
20 If obligations are in the form of a lease or installment sale, check box . . . . . ▶ <input type="checkbox"/>			

**Part III Description of Obligations.** Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22 Proceeds used for accrued interest . . . . .	22		
23 Issue price of entire issue (enter amount from line 21, column (b)) . . . . .	23		
24 Proceeds used for bond issuance costs (including underwriters' discount) . . . . .	24		
25 Proceeds used for credit enhancement . . . . .	25		
26 Proceeds allocated to reasonably required reserve or replacement fund . . . . .	26		
27 Proceeds used to currently refund prior issues . . . . .	27		
28 Proceeds used to advance refund prior issues . . . . .	28		
29 Total (add lines 24 through 28) . . . . .	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) . . . . .	30		

**Part V Description of Refunded Bonds.** Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded . . . . . ▶	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded . . . . . ▶	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) . . . . . ▶	_____
34 Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	_____

**Part VI Miscellaneous**

<b>35</b>	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .	<b>35</b>	
<b>36a</b>	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) . . . . .	<b>36a</b>	
<b>b</b>	Enter the final maturity date of the GIC ▶ _____		
<b>c</b>	Enter the name of the GIC provider ▶ _____		
<b>37</b>	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .	<b>37</b>	
<b>38a</b>	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
<b>b</b>	Enter the date of the master pool obligation ▶ _____		
<b>c</b>	Enter the EIN of the issuer of the master pool obligation ▶ _____		
<b>d</b>	Enter the name of the issuer of the master pool obligation ▶ _____		
<b>39</b>	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . .		<input type="checkbox"/>
<b>40</b>	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . .		<input type="checkbox"/>
<b>41a</b>	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
<b>b</b>	Name of hedge provider ▶ _____		
<b>c</b>	Type of hedge ▶ _____		
<b>d</b>	Term of hedge ▶ _____		
<b>42</b>	If the issuer has superintegrated the hedge, check box . . . . .		<input type="checkbox"/>
<b>43</b>	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . .		<input type="checkbox"/>
<b>44</b>	If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . .		<input type="checkbox"/>
<b>45a</b>	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement . . . . . ▶ _____		
<b>b</b>	Enter the date the official intent was adopted ▶ _____		

<b>Signature and Consent</b>	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	▶ _____ Signature of issuer's authorized representative		▶ _____ Date	
			▶ _____ Type or print name and title	
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ▶	Firm's EIN ▶		
	Firm's address ▶	Phone no.		

**8038-G Instructions available at:** <http://www.irs.gov/pub/irs-pdf/i8038g.pdf>

DISCUSSION/ACTION ITEM

**DATE:** June 9, 2020

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

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

**SUBJECT:** ONLINE AGENDA SOFTWARE FOR BOARD AGENDAS AND MEETINGS

Background: The District currently utilizes basic PDF software for creating board agendas. This process takes significant staff time and causes problems with agenda item versions being transferred between staff members, management, and others as many different staff members have input on many board agenda items. Our Superintendent's Executive Assistant winds up doing a significant amount of work that can easily be done by software.

Rationale: The District can shift to an online program built for board agendas that allows each department to create agenda items, import attachments, and have multiple staff members working on documents in a centralized program that builds board agendas across a multiple week period and relieves work load from secretaries and staff. Workflows for multiple staff members and management members would create significant efficiencies for all District departments. Board minutes should be taken in a software program and votes should be recorded in a method that allows for uploading to minutes in a web format that becomes more searchable for the general public. These programs can make it easier to run a board meeting with the public viewing information as well as making the agendas more user-friendly. Some of these programs include a web portal for searchable board policies. Staff recommends voting to approve the purchase of the BoardDocs online agenda software solution.

Funding: Cost would be between \$7,000 - \$50,000, depending on the option chosen.

Recommendation: Online Agenda software for Board Agendas and meetings.

JD:cs  
Attachment

## CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT SERVICE AGREEMENT

This Agreement is entered by and between the California School Boards Association (“CSBA”) and FULLERTON SD of Fullerton, California (“Subscriber”) for the use of CSBA’s GAMUT services in accordance with the terms and conditions contained herein. This Agreement shall become effective (the Effective Date”) upon the execution and delivery hereof by the parties hereto.

**1. Term and Renewal.** CSBA shall provide the services described in this Agreement on an annual basis from July 1<sup>st</sup> to June 30<sup>th</sup>. This Agreement shall commence as of the Effective Date and shall continue in effect until June 30<sup>th</sup> of the same year (such initial term referred to in this Agreement as the “Initial Term”). THEREAFTER, THE TERM OF THE AGREEMENT SHALL BE AUTOMATICALLY RENEWED ANNUALLY FOR ADDITIONAL ONE (1) YEAR TERM FROM JULY 1<sup>st</sup> to JUNE 30<sup>th</sup> (referred to in this Agreement as a “Renewal Term”) UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF NON-RENEWAL TO THE OTHER PARTY AT LEAST NINETY (90) DAYS PRIOR TO THE END OF THE INITIAL TERM OR ANY RENEWAL TERM HEREOF.

**2. Grant of License.** Subject to the TERMS OF SERVICE and PRIVACY NOTICE located at <https://simbli.eboardsolutions.com/termservice.pdf> and <https://eboardsolutions.com/privacy-statement/>, Subscriber is hereby granted a non-exclusive, non-transferable, non-assignable, non-sub-licensable license to access GAMUT (the “Service”) through the website provided by CSBA (the “Site”). All rights not specifically granted to Subscriber by this Agreement are reserved to CSBA.

**3. Fees.** For the license, Service, and training and support received pursuant to this Agreement, Subscriber agrees to pay CSBA the annual fees and set-up conversion fees described in Attachment A. Fees are calculated on annual fiscal year periods, pro-rated for a July 1 renewal, that begin on the subscription start date and each fiscal year anniversary thereof; therefore, Fees for subscriptions added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the subscription term. To renew this Agreement after the Initial Term, Subscriber shall pay the applicable annual fee, in full. Fees for Renewal Terms may be subject to change. CSBA reserves the right to withhold or cancel access to GAMUT if said fees are not paid within 60 days of Subscriber’s receipt of an invoice from CSBA.

**4. User Accounts.** Subscriber is authorized to create an unlimited number of user accounts for its employees and officers. Subscriber is responsible for creating user accounts, determining access levels for each user, and informing all users of their obligations and responsibilities pursuant to this Agreement and the Terms of Service. Subscriber shall take reasonable measures to prevent unauthorized access to the Service, including protecting usernames, passwords and other log-in information.

**5. Training and Technical Support.** All logged in users of the Service will have 24/7/365 access to the online user guide, including the Knowledge Base and Training Webinars and Videos. Additional training materials, webcasts and videos may be available through CSBA. Upon receipt of this signed Agreement, CSBA will contact Subscriber to set up Subscriber’s Site and to schedule any applicable training. Upon request, CSBA may provide onsite training at the Subscriber’s facility, subject to any training fees described in Paragraph 3 and Attachment A of this Agreement. Subscriber shall pay reasonable travel costs and expenses incurred by CSBA for any on-site training. CSBA will provide timely support to Subscriber for the Service. CSBA shall not be responsible for supporting network, infrastructure, computing devices, or any third-party software applications installed on Subscriber’s devices.

**6. Proprietary Rights.** Subscriber acknowledges that the Service, the Site, and all software and intellectual property used to create or maintain the Service or the Site confidential and constitute trade secrets and proprietary information. Subscriber has a right to access Subscriber’s information hosted or stored on the Service, but acknowledges and agrees that it holds no proprietary rights related to the Service

## CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT SERVICE AGREEMENT

or the Site. Any documents or files created by Subscriber on or uploaded by Subscriber to the Site belong to Subscriber, and Subscriber may use them as it sees fit, subject to applicable state and federal law and local policy. Subscriber agrees not to:

(a) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Services except to the extent that enforcement of the foregoing restriction is prohibited by applicable law; (b) circumvent any user limits or other timing, use or functionality restrictions built into the Services; (c) remove any proprietary notices, labels, or marks from the Services (except to the extent Reseller is so permitted to for the purposes of re-branding the Services); (d) frame or mirror any content forming part of the Services; or (e) access the Services in order to build a competitive product or service, or copy any ideas, features, functions or graphics of the Services that are established as intellectual property or proprietary information; or to authorize or attempt to do any of the foregoing. Subscriber agrees not to sell, rent, license, distribute, transfer, directly or indirectly permit the sale, rental, licensing, distribution, use or transfer of the license or any right granted thereby, including permitting the use or dissemination of documentation related to the Service, to any other party, either during the term of this Agreement or at any time thereafter.

**7. Data and Records.** CSBA has no responsibility or liability for the accuracy of documents, files, data, or information uploaded to the Service or provided by Subscriber or Subscriber's users. For the duration of this Agreement, CSBA agrees to take reasonable steps to preserve and protect Subscriber information uploaded to the Service. For as long as Subscriber continues to subscribe to the Service, CSBA agrees to store Subscriber's data. CSBA may delete all of Subscriber's stored information ninety (90) days after the termination of this Agreement. Upon request by Subscriber made within ninety (90) days after the effective date of termination or expiration of the Service, CSBA will make available to Subscriber an export of Subscriber's data in a format determined by CSBA at no fee, or in a format requested by the Subscriber for a mutually agreed-upon fee not to exceed the additional cost of exporting to the requested format. After such ninety (90) day period, CSBA shall have no obligation to maintain or provide any of such Subscriber data and thereafter, unless legally prohibited, may delete all of such data on the Site systems or otherwise in CSBA's possession or under CSBA's control.

Subscriber acknowledges that documents, data, and information uploaded to the Service are not an official record and acknowledges its responsibility to create an archive of such materials when Subscriber desires them to serve as official Subscriber records. Subscriber agrees not to hold CSBA liable for any damage to, any deletion of, or any failure to store Subscriber information. CSBA is not the custodian of Subscriber's records for any purpose and will direct any third-party request for Subscriber's information or records to Subscriber. In the event Subscriber records are requested pursuant to a lawfully issued subpoena or court order, to the extent possible, CSBA agrees to inform Subscriber prior to responding.

Notwithstanding the provisions of this Agreement, CSBA may access, compile, record and/or distribute statistical analyses and reports utilizing aggregated data derived from information and data related to Subscriber's use of the Service.

**8. Warranty.** CSBA warrants that the Service will work in substantial accordance with purposes expressed in the Grant of License clause above. CSBA provides no other warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, satisfactory quality, accuracy, and fitness for a particular purpose. Subscriber assumes all responsibility to provide and upgrade any hardware, computer operating system and/or software required to access GAMUT. CSBA does not warrant that functions contained in GAMUT will meet Subscriber's business requirements or that the operation of the service will be uninterrupted or error free.

**CALIFORNIA SCHOOL BOARDS ASSOCIATION  
GAMUT SERVICE AGREEMENT**

**9. Limit of Liability.** IN THE EVENT OF A BREACH OF THIS AGREEMENT OR THE WARRANTY STATED ABOVE, SUBSCRIBER'S DAMAGES SHALL BE LIMITED TO THE AMOUNT OF THE ANNUAL FEE PAID BY LICENSEE FOR THE CURRENT YEAR. IN NO EVENT SHALL CSBA BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS AND/OR SAVINGS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSSES) ARISING FROM THE USE OR INABILITY TO USE GAMUT OR THE SERVICE. SUBSCRIBER AGREES THAT DAMAGES DESCRIBED IN THIS PARAGRAPH ARE A REASONABLE ESTIMATION OF ANY LOSS SUBSCRIBER MAY SUFFER AND DO NOT CONSTITUTE A PENALTY.

**10. Termination.** This Agreement may be terminated by either party by giving the other party 60 days written notice. CSBA may also terminate this Agreement if Subscriber breaches any provision of this Agreement. If termination results from Subscriber's breach the annual fee, or any portion thereof, will not be refunded by CSBA. If termination results from Subscriber's written request, CSBA shall refund the pro rata portion of the annual fee for the balance of the fiscal year (July 1 - June 30) outstanding at the date of such termination. Termination for Subscriber's breach shall not alter or affect CSBA's right to exercise any other remedies available in law or equity for the breach.

**11. Compliance with Laws.** Subscriber is solely responsible for complying with state and federal laws, including the Americans with Disabilities Act of 1990 and those laws pertaining to open meetings and public information, including, but not limited to, the Ralph M. Brown Act and the California Public Records Act.

**12. Indemnification and Duty to Defend.** Except as otherwise provided in this Agreement, each party shall indemnify, defend, and hold harmless the other party, and its directors, officers, employees, agents and representatives, from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses, (including legal fees and expenses) of any kind whatsoever imposed on, asserted against, incurred or suffered by the other party, or its directors, officers, employees, agents or representatives by reason of damage, loss or injury (including death) to persons or property resulting in any way from (a) any negligent or intentional act by it or any of its directors, officers, employees, agents or representatives in its or their performance of Services hereunder; or (b) any neglect, omission or failure to act when under a duty to act on its part or the part of any of its directors, officers, employees, agents or representatives in its or their performance of Services hereunder.

It is expressly understood and agreed that in any third-party action to obtain Subscriber's records from CSBA which is opposed by Subscriber, any cost to CSBA in opposing the request, including, but not limited to, attorney's fees and costs, shall be paid by Subscriber. It is also expressly understood and agreed that no personal liability whatsoever shall attach to any member of CSBA's Board of Directors, or to any of the officers, employees, agents or representatives thereof, by virtue of this Agreement.

**13. Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CSBA and Subscriber.

**14. Modification.** The scope of work and any other terms of this Agreement may be modified only by a written agreement signed by both parties.

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

**CALIFORNIA SCHOOL BOARDS ASSOCIATION  
GAMUT SERVICE AGREEMENT**

**16. Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties. There are no oral understandings or other terms or conditions as regards to the subject matter hereof and neither party has relied upon any representation, express or implied, that are not otherwise contained in this Agreement. This Agreement supersedes all prior understandings, whether written or oral, and any such terms or conditions are deemed merged into this Agreement.

IN WITNESS WHEREOF, the parties do hereby certify that they are duly authorized to execute this Agreement.

**California School Boards Association**

**FULLERTON SD of Fullerton**

\_\_\_\_\_  
Robert J. Tuerck  
Assistant Executive Director  
Policy & Governance Technology

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CALIFORNIA SCHOOL BOARDS ASSOCIATION  
GAMUT SERVICE AGREEMENT**

**ATTACHMENT A**

Subscriber is contracting for and agrees to pay for the following Services described in this Attachment. Subscriber will be billed for these services pursuant to the terms this Agreement. Any pro-rated reduction in fees or discounts will be indicated on the invoice. Annual subscription may be subject to change and services shall automatically renew unless either party gives written notice of non-renewal to the other party in accordance with the terms of this Agreement.

1. Annual Subscriptions, to be provided through GAMUT:

Module	Fee
GAMUT Policy <sup>1</sup>	\$4,065(Current Service)
GAMUT Policy <i>Plus</i>	N/A
GAMUT Meetings	\$7,500 (New Service)

2. Training and Set Up Fees. Subscriber agrees is contracting for the following training and site set up:

Module	Fee
Set Up Fee <sup>2</sup>	\$250
On Site Training <sup>3</sup>	N/A

**California School Boards Association**

**FULLERTON SD of Fullerton**

\_\_\_\_\_  
Robert J. Tuerck  
Assistant Executive Director  
Policy & Governance Technology

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

<sup>1</sup> CSBA policy services provide sample policies, administrative regulations, bylaws and exhibits as a resource for school districts and county offices of education in developing their own policy manual and are not intended for exact replication or as a substitute for legal advice. CSBA's samples are a reflection of current law and do not necessarily express the personal or political opinions or viewpoints of CSBA, its Board of Directors, or its employees. Although CSBA's sample policies, regulations, bylaws and exhibits have been carefully crafted and thoroughly reviewed, they contain no warranty as to their sufficiency for addressing District's specific legal situations. District is cautioned to seek the advice of its legal counsel when confronted with legal questions or situations requiring legal advice.

<sup>2</sup> Site setup fees do not include any data conversion. Separate charges for data conversion may apply. CSBA will consult with Subscriber before any such charges are incurred.

<sup>3</sup> On Site Training fees do not include plus the cost of the CSBA trainer's travel expenses. Subscriber shall pay reasonable travel costs and expenses incurred by CSBA for any on-site training.



# BoardDocs®

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A DILIGENT BRAND

## BoardDocs Pro and Pro Plus

### Executive Overview

BoardDocs® Pro is a state-of-the-art, cloud-based Board Management Service developed specifically for public governing bodies. BoardDocs provides a means of immediately publishing and revising agenda items, supporting documents, and policies and procedures via the Internet. Staff Members can quickly and easily create, approve and track agenda items and other correspondence. BoardDocs services offer governing bodies a simple way to eliminate paper-based and less advanced electronic processes while maintaining a searchable, legal repository for all documents.

BoardDocs improves governance by making documents readily available to governing bodies, designated staff and the public in a professional, easy-to-access format. Staff maintains total control over who sees what information - and when.

### Benefits Summary

In addition to dramatic improvements in governance processes and board effectiveness, our subscribers consistently report substantial annual cost savings, time-of-staff savings of up to 75%, increased transparency with stakeholders and multiple environmental benefits.

## **BoardDocs Pro: Features and Benefits**

### **Meeting Control Panel**

BoardDocs Pro provides comprehensive tools for meeting management. The core of our meeting management is the Meeting Control Panel (MCP). Using the MCP, designated meeting moderators have the ability to move agenda items in and out of consent, re-order the agenda, record motions, record voting, enable online voting and take notes for inclusion in the minutes.

### **“Follow Me” Technology**

With BoardDocs Pro “Follow Me” technology, it’s easy to be sure that everyone is on the same page. As the meeting moderator moves through the meeting, the governing body members can follow along. They simply click on the blinking agenda item at any time and are immediately taken to the current agenda item.

### **Voting**

BoardDocs Pro is easily customizable and can collect actions in two ways. Organizations can designate a moderator to record the action details during or after the meeting, or the built-in online voting system can be used.

BoardDocs Pro also supports consent agenda items. Using the consent feature, the board can vote on several agenda items at once and BoardDocs Pro populates the resulting vote in each agenda item. Items can be removed from or added to the consent agenda in real time, during the meeting, with a simple click by the meeting moderator.

### **ScoreBoard**

No matter how action information is recorded, BoardDocs Pro can share the results with the public in real time. ScoreBoard is an automated screen that follows the progress of the meeting and keeps the public up-to-date with the actions of the board. It is typically displayed on large screens in the board room during the meeting.

### **Minutes**

BoardDocs Pro uses the action information stored in each agenda item to generate draft minutes of the meetings. Once the minutes are generated, the document publisher can format and edit using the BoardDocs Pro integrated editor.

## Annotations

BoardDocs Pro provides support for governing body members to enter private notes on any native BoardDocs Pro document. The notes are stored separately from the organization's data in a private notebook on BoardDocs' servers. While most solutions store annotations together with the organization's data, BoardDocs Pro's private annotation solution is unique. By maintaining the information in a separate database, the organization is not required to provide the annotations in response to a FOIA request.

## Meeting Video

Meeting video allows stakeholders to go well beyond documents and actually view what happened during each agenda item in a meeting. This feature simplifies the task of associating and managing meeting video by providing easy-to-use tools that automate the process involved with delivering video over the Web. Users can easily associate their video with each meeting and tag individual agenda items to any part of the video, all while displaying them through the organization's existing BoardDocs interface.

## Integrated Solution

BoardDocs is the only solution to provide online meetings, library, goal tracking, events, video and policy solutions in one product.

## Search and MetaSearch

BoardDocs provides the ability to perform searches against the full text of any document in the system – including attachments. The document publisher determines what documents or parts of documents users can access. Through MetaSearch, BoardDocs also provides the capability to perform searches of public agenda items and policies from similar organizations using BoardDocs services. By using this exclusive feature, staff and governing bodies can research policies and procurement on a national basis, incorporate findings into their own efforts, develop best practices, and ultimately save a great deal of time and money.

## Technical Support

BoardDocs provides live, 7 x 24, US-based, no-charge technical support for all document publishers and authenticated users for the life of the agreement.

## **BoardDocs Plus**

### *Need a Solution for Multiple Governing Bodies?*

BoardDocs Plus is a new service enhancement that enables organizations with multiple public governing bodies to provide a separate, distinct and comprehensive suite of BoardDocs services to each group via one subscription.

BoardDocs Pro can support unlimited types of meetings for different committees; however, by adding Plus, each governing body can have separate confidential meetings, separate document managers and separate administrative access. With BoardDocs Plus, BoardDocs services can provide agenda item-level security so only authenticated users in each group can access meetings, agenda items or even parts of an agenda item.

## Feature Summary

The BoardDocs Pro service includes the following features:

- BoardDocs Board Management Solution
- BoardDocs Policy Services Development and Publication Solution
- BoardDocs Library with Support for Events, News, Board Goals and Board Member Pages
- Integrated Board Goals Management and Tracking
- Development, Publication and Tracking of Strategic Plan
- Separate, Customizable Packets for the Board, Staff and Public
- Private Document Annotations for Governing Body Members
- "Follow Me" so Governing Body Members Will Never Get Lost
- Advanced Document Workflow with Support for Unlimited Number of Document Submitters
- Customizable Approval Trees and Collaborative Annotations
- On-line or Manual Voting with Support for Virtually Any Type of Vote
- Automated Minutes Generation and Release
- Access to BoardDocs MetaSearch for national procurement and more
- Search Functionality for Consolidated Searches on Any Content
- Automated Public ScoreBoard, with Voting Results and Speaker Timers
- XML Capabilities to Dynamically Drive BoardDocs Data Into Your Organization's Web site
- Social Sharing via Twitter, Facebook and Email
- 24 x 7, Toll-free, US-based End-user Technical Support
- Access to All Software Enhancements, Including Version Updates and Fixes for the Term of the Agreement

## Cost Summary

<b>BoardDocs Pro Document Management System –</b> One-time start-up fee	\$1,000*
<b>Option 1</b> <b>BoardDocs Pro Document Management System –</b> Recurring Cost: (Includes maintenance/support, installation, training, updates, upgrades, implementation and customization)	\$13,000 per year
<b>Option 2</b> <b>BoardDocs Pro <u>Plus</u> Document Management System –</b> Recurring Cost: (Includes maintenance/support, installation, training, implementation, updates, upgrades and customization)  Provides separate confidential meetings, separate document managers and separate administrative access for unlimited meeting groups of the same organization.	\$17,000 per year

\*Waiving implementation fee through June 30<sup>th</sup>, 2020

Your contact at BoardDocs is Kristin Forsberg – please see contact details below.



**BoardDocs**<sup>®</sup>

A DILIGENT BRAND

KRISTIN FORSBERG  
Sales Advisor | BoardDocs

Direct: 202.790.6904

Email: [Kforsberg@diligent.com](mailto:Kforsberg@diligent.com)



## California Clients

Acton Agua Dulce USD  
Adelanto School District  
Advanced Learning Academy  
Albert Einstein Academies  
Alum Rock Union Elementary School District  
Anderson Valley Unified  
Antelope Valley Community College District  
Antelope Valley Union High School District  
Antioch Unified School District  
Apple Valley Unified School District  
Arcohe Union School District  
Atwater Elementary School District  
Bakersfield City School District  
Baldwin Park Unified School District  
Barstow Community College District  
Big Picture Educational Academy  
Burton School District  
Byron Union School District  
Cabrillo Community College District  
Cajon Valley Union School District  
Calaveras County Office of Education  
California Online Community College District  
Calistoga Joint Unified School District  
Campbell Union High School District  
Carlsbad Unified School District  
Cayucos Elementary School District  
Ceres Unified School District  
Cerritos Community College District  
Cielo Vista Charter  
Citrus Springs Charter School  
City College of San Francisco  
City of Marysville  
Claremont Unified School District  
Coachella Valley Unified School District  
Coast Community College District  
College of Marin  
College of the Desert Community College District  
College of the Redwoods  
Colton Joint Unified School District  
Community College League of California  
Compton Community College District  
Conejo Valley Unified School District  
Contra Costa Community College District  
Contra Costa County Office of Education  
Copper Mountain Community College District  
Culver City Unified School District  
Cupertino Union School District  
Del Mar Union School District  
Dixon Montessori Charter School  
Dry Creek Joint Elementary School District  
Dublin Unified School District  
East Side Union High School District  
Eastside Union School District  
El Camino Community College District  
El Monte City School District  
El Monte Union High School District  
El Segundo Unified School District  
Epiphany Prep Charter School  
Escondido Union High School District  
Escondido Union School District  
Evergreen School District  
Fairfield-Suisun Unified School District  
Folsom Lake College  
Fontana Unified School District  
Foothill-De Anza Community College District  
Franklin-McKinley School District  
Fremont Unified  
Gateway Adult Education  
Gavilan Joint Community College District  
Glendale Community College District  
Golden Valley Unified School District  
Gompers Preparatory Academy



## California Clients

Gonzales Unified School District  
Greenfield Union School District  
Grossmont-Cuyamaca Community College District  
Grossmont Union High School District  
Hacienda La Puente Unified School District  
Harbor Spring Charter School  
Hartnell Community College District  
Hawking STEAM Charter School  
Hughson Unified School District  
Imperial Community College District  
Imperial County Office of Education  
Julian Charter School  
Kerman Unified School District  
Kern Community College District  
Kern High School District  
Lafayette School District  
Lakeport Unified School District  
Lake Tahoe Community College District  
Larkspur-Corte Madera School District  
Lassen Community College  
Las Virgenes USD  
Lawndale Elementary School District  
Liberty Union High School District  
Lincoln Unified School District  
Lindsay Unified School District  
Long Beach City College  
Los Angeles and Orange County Regional Consortium  
Los Angeles Community College  
Manhattan Beach Unified School District  
Mariposa County Unified School District/Office of Education  
McFarland Unified School District  
Mendocino County Office of Education  
Menlo Park City Elementary  
Merced City Schools  
Merced Community College District  
Merced Union High School District  
Mission Valley ROP  
Monterey Peninsula College  
Moraga School District  
Moreland School District  
Mountain Oaks School  
Mountain View School District  
Mount Pleasant Elementary School District  
Mt. San Antonio Community College District  
Mt. San Jacinto Community College District  
Napa Valley Community College  
Newark Unified School District  
New Haven Unified School District  
North Orange County Regional Occupational Program  
Norwalk-La Mirada Unified School District  
Oceanside Unified School District  
Orange Unified School District  
Orinda Union Elementary School District  
Orland Unified School District  
Oroville City Elementary School District  
Pajaro Valley Unified School District  
Palo Alto Unified School District  
Palomar Community College District  
Palo Verde Community College District  
Pasadena City College  
Peninsula Health Care District  
Peralta Community College District  
Pittsburg Unified School District  
Pixley Union School District  
Placer County Office of Education  
Pomona Unified School District  
Portola Valley Elementary School District  
Redondo Beach USD  
Rim of the World Unified School District  
Rio Hondo Community College District



## California Clients

Rio School District  
Riverside County Office of Education  
River Springs Charter School  
Rocketship Education  
Rocklin Academy Family of Schools  
Rocklin Unified School District  
Roseville City School District  
Roseville Joint Union High School District  
Ross Valley School District  
Salinas Union High School District  
San Bernardino City Unified School District  
San Bruno Park School District  
San Carlos School District  
San Diego Community College District  
San Diego Unified School District  
San Francisco Unified School District  
San Joaquin Delta College  
San Jose/Evergreen Community College District  
San Luis Coastal United School District  
San Luis Obispo County Community College District  
San Marcos Unified School District  
San Mateo County Office of Education  
Santa Ana Unified School District  
Santa Barbara City College  
Santa Barbara County Employees' Retirement System  
Santa Clara County Office of Education  
Santa Clarita Community College District  
Santa Rosa Junior College  
Sausalito Marin City School District  
Sequoia Healthcare District  
Sequoia Union High School District  
Shasta-Tehama-Trinity Joint Community College District  
Sierra College  
Siskiyou Joint Community College District  
Solana Beach School District  
Soledad Unified School District  
South Monterey County Joint Union High School District  
South Pasadena Unified School District  
Southwestern Community College District  
St. Helena Unified School District  
State Center Community College District  
Stockton Unified School District  
Sycamore Academy  
Taft City Schools  
Taft Union High School District  
Temecula International Academy  
Temecula Preparatory School  
The O'Farrell Charter School  
Torrance Unified School District  
Tri-Cities ROP  
Union School District  
Upper Lake Unified School District  
Val Verde Unified School District  
Ventura County Community College District  
Ventura County Office of Education  
Victor Valley Community College District  
Vista Charter Public Schools  
Vista Unified School District  
Walnut Creek School District  
West Hills Community College District  
West Valley-Mission Community College District  
Whittier Union High School District  
Wiseburn School District  
Woodlake Unified School District  
Yosemite Community College District  
Yuba Community College District  
Yucaipa-Calimesa Joint USD

Discussion/Action Item

**DATE:** June 9, 2020

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

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

**SUBJECT:** VIRTUAL BOARD MEETINGS DURING COVID-19 (SHORT-TERM)

Background: Currently all board meetings are run through a Zoom Webinar where the public has the option to call in and listen to meetings. The public can also send public comments to an email address to be read out loud during meetings. The meeting minutes are posted to our district website for public consumption usually within two business days.

Rationale: Board members have requested research into the possibility of having members of the public participate by viewing the Zoom video or having access to a recording of the Zoom video after the meeting.

Funding: Various depending on options chosen.

Recommendation: Virtual board meetings during COVID-19 (short-term)

JD:kv  
Attachment

### **Board Meeting Options (Regarding Covid Stay at Home Modified Meetings)**

1. No changes. Use Zoom Webinar with the public being able to call in to listen, post minutes to our website after the meeting, record audio to use as a reference to ensure minutes are correct but do not post the audio recording to the website.
2. Use Zoom Webinar with the public being able to call in to listen, post minutes to our website after the meeting, record audio to use as a reference to ensure minutes are correct and post the audio recording to the website. (No additional cost, minimal staff time)
3. Use Zoom Webinar with the public being able to call in to listen, post minutes to our website after the meeting, record audio to use as a reference to ensure minutes are correct and post the audio recording to the website. Also record the Zoom video and post the video to Youtube and rely on the Youtube Closed Captioning system. We would want to add disclaimers to the video that the closed captioning are not reflecting the official record as Youtube is not 100% accurate. (No additional cost, two hours additional staff time per meeting)
4. The same as number three, but pay for a closed captioning service to ensure accuracy, and post the video with accurate closed captioning on Youtube within three days of the meeting. (Additional \$20,000 per year ongoing for closed captioning services, potential additional five hours per meeting of staff time to edit video to add closed captioning)

Discussion/Action Item

**DATE:** June 9, 2020

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

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

**SUBJECT:** **BOARD MEETING DISTRIBUTION OPTION BEYOND COVID-19 (LONG-TERM)**

Background: Fullerton School District board meetings (when held in the Board Room and not under stay at home orders) are audio recorded for accuracy of minutes. The general public has the opportunity to come to the board room to participate and view the board proceedings. Minutes are then posted to the district website in the days following the board meeting.

Rationale: Board members have requested research into the possibility of having meetings video-taped for later posting or even live-streamed onto the Internet for public consumption.

Funding: Various depending on options chosen.

Recommendation: Board meeting distribution option beyond COVID-19 (long-term).

JD:kv  
Attachment

## Board Meeting Options

1. No changes. Meet in person with no video recording, post the minutes, record audio for reference to ensure the accuracy of the minutes but do not post to the website.
2. The same as number one, but also post the audio recording of the meeting to the website. (No additional cost, minimal additional staff time).
3. Add one camera to the back of the room, record the entire proceedings from that camera, post that video to Youtube afterwards and utilize the Youtube closed caption technology, post minutes and recorded audio to the website in the days after the meeting. (One time additional cost of \$15,000 to purchase a high-quality camera and run all audio feeds through the camera. Potential cost in upgrading audio/visual components of the board room to match technology of the new camera for audio feed. Two additional hours of staff time per meeting).
4. Add one camera to the back of the room, record the entire proceedings from that camera, pay to have someone professionally closed-caption the video, post video to Youtube, post minutes and video to the website in the days after the meeting. (One time additional cost of \$15,000 to purchase a high-quality camera and run all audio feeds through the camera. Potential cost in upgrading audio/visual components of the board room to match technology of the new camera for audio feed. \$20,000 ongoing cost for closed captioning services. Two additional hours of staff time per meeting).
5. Add one camera to the back of the room, show the camera feed live on a website with paid live-delay closed captioning, record the entire proceedings from that camera, post minutes and video to the website in the days after. (One time additional cost of \$40,000 to purchase a high-quality camera, closed caption appliance, and run all audio feeds through the camera. Potential cost in upgrading audio/visual components of the board room to match technology of the new camera for audio feed. \$20,000 ongoing annual cost for closed captioning services. One-time Two additional hours of staff time per meeting).
6. Add multiple cameras, produce the live video, pay for closed captioning live (some delay), record the proceedings, pay for professional closed captioning, post minutes and video after. (One-time additional cost of ~\$90,000 to purchase three cameras, closed caption appliances, run all audio feeds through the cameras, replace outdated audio equipment for audio feeds and production equipment. \$20,000 ongoing annual cost for closed captioning services, \$30,000 ongoing for video production during the meeting as well as post-production).
7. Same as number 6, but add a way for the public to eComment during the meeting by purchasing the Granicus live meeting system. Additional ~\$50,000 per year for video and board documentation modules.

DISCUSSION/ACTION ITEM

**DATE:** June 9, 2020  
**TO:** Board of Trustees  
**FROM:** Robert Pletka, Ed.D., District Superintendent  
**SUBJECT:** RESOLUTION #19/20-21 PROCLAIMING BLACK LIVES MATTER

Background: This Resolution was placed on the board agenda by the request of Jeanette Vazquez, President of the Board of Trustees. The Board will have an opportunity to discuss at the Board Meeting on June 9, 2020.

Rationale: Board of Trustees adopts Resolutions.

Funding: N/A.

Recommendation: No Recommendation.

RP:cs  
Attachment

**FULLERTON SCHOOL DISTRICT**  
**RESOLUTION #19/20-21**  
**PROCLAIMING THAT BLACK LIVES MATTER**

**A RESOLUTION** of the Board of Trustees of the Fullerton School District to declare that the lives of black students matter and that we encourage district-wide participation in the national Black Lives Matter At School Week from February 3-7, 2021 AND in the first weeks of instruction of the 2020-2021 school year.

**WHEREAS**, in response to both currently and historically disparate treatment of African Americans, a nationwide movement has arisen to assert that Black Lives Matter; and

**WHEREAS**, a national movement has arisen to assert that Black Lives Matter on the campuses that serve all children; and

**WHEREAS**, the killing of unarmed Black men and women, including queer and trans persons of color, has left young people searching for answers to incredibly complicated and infuriating questions; and

**WHEREAS**, throughout our nation's history, institutional and structural racism and injustice have led to deepening racial disparities across all sectors of society and have lasting negative consequences for our communities, cities, and nation; and

**WHEREAS**, historically, when Black people have fought for a more democratic society, the lives of all people have improved and, conversely, each time barriers to Black people's potential have been erected, our whole society has suffered; and

**WHEREAS**, shouting loudly that "Black Lives Matter" does not negate our commitment to ALL of our students, but rather elevating Black students struggle to trust that our society values them, we must affirm that their lives, specifically, matter; and

**WHEREAS**, the problems of society are mirrored in schools, and these problems can only be fully addressed with a united effort of community and school coming together for the betterment of our students' future; and

**WHEREAS**, numerous and diverse community groups, residents, and teachers wish to participate in the education, reflection, dialogue, and action in order to engage educational communities throughout Fullerton in activities that support the understandings and affirmations that underlie the Black Lives Matter Movement; and

**NOW, THEREFORE, BE IT RESOLVED**, the Fullerton School District Board of Trustees declares that the lives of our black students matter, the lives of our black families matter, the lives of our black teachers and staff members matter, and that all black lives matter

**BE IT FURTHER RESOLVED**, the Fullerton School District Board of Trustees urgently encourages participation district-wide in the Black Lives Matter At School Week from February 3-7, 2021 AND in the first weeks of instruction of the 2020-2021 school year.

Signed this 9<sup>th</sup> day of June, 2020 by:

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Jeanette Vazquez, President

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Hilda Sugarman, Vice President

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Beverly Berryman, Clerk

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Janny Meyer, Member

---

Aaruni Thakur, Member

DISCUSSION/ACTION ITEM

**DATE:** June 9, 2020  
**TO:** Board of Trustees  
**FROM:** Robert Pletka, Ed.D., District Superintendent  
**SUBJECT:** RESOLUTION #19/20-22 IN SUPPORT: SCHOOL AND LOCAL COMMUNITIES FUNDING ACT OF 2020

Background: This Resolution was placed on the board agenda by the request of Jeanette Vazquez, President of the Board of Trustees. The Board will have an opportunity to discuss at the Board Meeting on June 9, 2020.

Rationale: Board of Trustees adopts Resolutions.

Funding: N/A.

Recommendation: No Recommendation.

RP:cs  
Attachment

**FULLERTON SCHOOL DISTRICT**

**RESOLUTION #19/20-22**

**Supporting the Schools and Local Communities Funding Act of 2020**

Whereas, for four decades, school districts in California have experienced underinvestment and devastating cuts causing California's school funding to fall behind and resulting in fewer services and resources for students and teachers;

Whereas, the lack of adequate local funding is the result of an inequitable tax system in which corporations and wealthy investors do not pay their fair share in property taxes;

Whereas, loopholes in California's property tax system allows a fraction of major commercial and industrial properties to avoid regular reassessment and use shady schemes to hide change in ownership;

Whereas, these loopholes and tax schemes result in millions of dollars going to corporations and wealthy investors rather than to schools and local communities for essential services;

Whereas, experts estimate that the *California Schools and Local Communities Funding Act* reclaims \$12 billion in property tax revenue every year to ensure that our schools and communities have the resources to educate all of our kids and the services to support all of our families;

Whereas the *California Schools and Local Communities Funding Act* does not affect property taxes for homeowners or renters because the initiative exempts all residential property;

Whereas, academic researchers at the University of Southern California (USC) have identified that the vast majority of the reclaimed revenue will come from just a fraction of large properties;

Whereas, California schools are falling behind, ranking lowest in the nation with the largest number of students per teacher and the fewest counselors per student;

Whereas, per-pupil funding has declined from the top 10 in the nation to 41st;

Whereas, the top-ranked state spends \$10,259 more per-pupil to educate their children than California spends;

Whereas, the measure invests up to \$4 billion annually for K-14 schools to ensure that our kids receive the world-class education they deserve;

Whereas, California should be a leader in innovation by educating the next generation of students to compete in the global economy;

Whereas, the *California Schools and Local Communities Funding Act* guarantees funding to all school districts, over and above Proposition 98 funding, and following the local control funding formula to all students in need in all districts;

Whereas, the measure also provides billions in funding yearly for cities, counties, and special districts in locally controlled revenues for affordable housing, parks, libraries, emergency responders, health and human services, libraries, public infrastructure, and much more;

Whereas, the measure incentivizes the development of residential units and provides more funding for communities to invest in affordable housing;

Whereas, the measure provides new tax incentives to spur new investment in small businesses by eliminating the business personal property tax on equipment for California's small businesses;

Whereas, the measure also exempts all small business owners whose property is worth \$3 million or less;

Whereas, the measure levels the playing field for businesses that already pay their fair share in our communities;

Therefore, be it Resolved, that the **Fullerton School District** endorses the *California Schools and Local Communities Funding Act of 2020*

Signed this 9<sup>th</sup> day of June, 2020 by:

\_\_\_\_\_  
Jeanette Vazquez, President

\_\_\_\_\_  
Hilda Sugarman, Vice President

\_\_\_\_\_  
Beverly Berryman, Clerk

\_\_\_\_\_  
Janny Meyer, Member

\_\_\_\_\_  
Aaruni Thakur, Member

DISCUSSION/ACTION ITEM

**DATE:** June 9, 2020  
**TO:** Board of Trustees  
**FROM:** Robert Pletka, Ed.D., District Superintendent  
**SUBJECT:** LETTER TO THE COMMUNITY REGARDING NATIONAL EVENTS AFFECTING THE COMMUNITY

**Background:** At the June 2, 2020, Special Board meeting, there was a request by two Board of Trustee members to add this topic for discussion/action. The Board will have an opportunity to discuss at the Board Meeting on June 9, 2020, and give direction to the Superintendent.

**Rationale:** Request to add topic to the June 9, 2020, agenda was made by two Board of Trustee Members.

**Funding:** N/A.

**Recommendation:** Letter to the Community Regarding National Events Affecting the Community.

RP:cs  
Attachment

**BOARD OF EDUCATION**

Mrs. Kathy Allavie, *President* | Mr. Tom Hunt, *Vice President*  
Mr. Brent Lee, *Clerk* | Mrs. Patricia Lock-Dawson, *Member*  
Dr. Angelov Farooq, *Member* | David C. Hansen, Ed.D., *Superintendent*



May 30, 2020

Dear RUSD Family,

Riverside Unified School District (RUSD) recognizes that our community is hurting from the senseless murders and racism that is permeating the nation. While our community as a whole was already in crisis dealing with the effects of the current COVID-19 pandemic, our Black and Latino communities have been disproportionately impacted.

The recent unconscionable and tragic murders of African-American men, George Floyd, pinned down on his neck by police officers and Ahmaud Arbery, an unarmed man jogging near his home in Georgia, are examples of the racism and injustice that still exist in our country. In RUSD, we realize that when something like this happens, wherever it happens, it impacts our community and our relationships. In the words of Ida B. Wells-Barnett, "The way to right wrongs is to turn the light of truth upon them."

RUSD is a district that is committed to equity, diversity and inclusion. We believe equity is accomplished when access is based on need, and every student is provided with what they individually require to learn and succeed to fulfill their academic and social advancement. We stand firm on ensuring equitable and inclusive policies and practices. We are committed to holding each other responsible for respectful conduct and treatment of one another.

All RUSD families deserve to raise their children in a community and world that is free of racism, discrimination and violence. We will be an even stronger community by working together, with purpose, empathy and respect united in our vision for our students.

*"I have decided to stick with love. Hate is too great a burden to bear."* Martin Luther King, Jr.

Below are links to support students, staff and families:

[RUSD Virtual Wellness Center](#)

[Resources for Talking about Race, Racism and Racialized Violence with Kids](#)

[Employee Assistance Program](#)

In Solidarity,

Mrs. Kathy Allavie  
Board President

Mr. Tom Hunt  
Board Vice President

Mr. Brent Lee  
Board Clerk

Mrs. Patricia Lock-Dawson  
Board Member

Dr. Angelov Farooq  
Board Member

David C. Hansen, Ed.D.  
Superintendent

**RIVERSIDE UNIFIED SCHOOL DISTRICT**

3380 14th Street  
Riverside, CA 92501  
951-788-7135

**BUSINESS SERVICES**

6050 Industrial Avenue  
Riverside, CA 92504  
951-352-6729

**CENTRAL REGISTRATION CENTER**

5700 Arlington Avenue  
Riverside, CA 92504  
951-352-1200

## **Superintendent Sample Letter (Date to be added)**

Dear Fullerton School District Community,

I am among the millions of Americans who find the unjust murders of George Floyd, Ahmaud Arbery, and others abhorrent. These deaths are a stark reminder that racism continues to propagate through our institutions and in our communities. While racial and violence led to these senseless and tragic deaths of these people, the indifference of institutions and the silence of good people to speak out against the destructive impact of racism continues to perpetuate the pattern of injustice that robs people of color from basic human rights.

Fullerton School District is fortunate to have a long-standing, strong relationship with our Fullerton Police Department (FPD). Based on our experience, we have been fortunate that in our most difficult times, FPD have protected our district during earthquakes and fires. They have helped us during COVID-19 with food box distributions and mentored our students in our various programs. My father is a retired police officer who volunteered countless hours as a mentor for youth in the inner city through the D.A.R.E Program. I am very proud of the work he did with youth of color often times taking inner city children fishing and leading other activities with children. When I see the work that FPD does mentoring our students, I remember how proud I was of my father for his work and feel gratitude for the officers in our Fullerton community who continue this important work with our students. We will do everything to make sure the district maintains a strong relationship with FPD while also promoting community officers who continue this tradition of mentoring. We commend them, and all our first responders in Fullerton and throughout the nation, who each day protect our children, families and community.

Unfortunately, George Floyd's 6-year-old daughter, Gianna, did not receive the same protection. The justice system failed to protect George Floyd, his daughter Gianna, his family and his community. We are reminded that different people, different communities and even different individuals within communities receive contrasting justice or injustice because of racism and bigotry. Our voices need to be heard so that the silence of institutions is not mistaken for tacit approval.

While the justice systems have perpetuated inequities for many people of color, our Nation's educational system has had its own history of stark inequality that has perpetuated racism, poverty and injustice. In the Fullerton School District, we are committed to continuing the examination of our own practices. We want to affirm that the children, staff and parents from our Black community and other communities of color, are safe at school and free from racism and discrimination. We will raise our voices and act when we see racial injustice. We will take action to expand our Rising Stars program in which we provide mentorship and support for our at-risk-students and at risk students of color. We will continue to work together with our Partnership between Administration and Labor (PAL)'s, Parent Teacher Association (PTA), District English Language Advisory Committee (DELAC), and our other parent and community

advisory/input groups to listen, plan, and act; taking action steps based on the voices within our Fullerton School community. Our community is better when we are united and we stand together with a common vision. As we move forward towards greater equality, we as an FSD community will do this together by supporting and caring for each other and ensuring the needs of all our children are met. It is crucial that we achieve racial equality and how we achieve this goal is also important. Our children will be watching us to learn how we collaborate and whether or not we collaborate together with care, kindness and respect. We are committed to working with our community and each other with respect and kindness in order to teach our children that a context of care and love will guide us “until the bright day of justice emerges” (Dr. Martin Luther King).

We invite you, our community, to work together with us towards Dr. Martin Luther King’s dream: “Children will one day live in a nation where they will not be judged by the color of their skin, but by the content of their character.”

Sincerely,

Bob Pletka, Ed.D.  
Superintendent of Fullerton School District

## **Board of Trustees Sample Letter (Date to be added)**

Dear Fullerton School District Community,

The Fullerton School District Board Members are among the millions of Americans who find the unjust murders of George Floyd, Ahmaud Arbery, and others abhorrent. These deaths are a stark reminder that racism continues to propagate through our institutions and in our communities. While racial violence led to the senseless and tragic deaths of these people, the indifference of institutions and the silence of good people to speak out against the destructive impact of racism continues to perpetuate the pattern of injustice that robs people of color from basic human rights.

Fullerton School District is fortunate to have a long-standing, strong relationship with our Fullerton Police Department (FPD). Based on our experience, we have been fortunate that in our most difficult times FPD have protected our district during earthquakes and fires. They have helped us during COVID-19 food box distributions and mentored our students in our various programs. We will do everything to make sure the district maintains a strong relationship with FPD while also promoting community officers who continue this tradition of mentoring. We commend them, and all our first responders in Fullerton and throughout the nation, who each day protect our children, families and community.

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While the justice systems have perpetuated inequities for many people of color, our Nation's educational system has had its own history of stark inequality that has perpetuated racism, poverty and injustice. In the Fullerton School District, we are committed to continuing the examination of our own practices. We want to affirm that the children, staff and parents from our Black community and other communities of color are safe at school and free from racism and discrimination. We will raise our voices and act when we see racial injustice. We will take action to expand our Rising Stars program in which we provide mentorship and support for our at-risk-students and at-risk students of color. We will continue to work together with our Partnership between Administration and Labor (PAL)'s, Parent Teacher Association (PTA), District English Language Advisory Committee (DELAC), and our other parent and community advisory/input groups to listen, plan, and act, taking action steps based on the voices within our Fullerton School community. Our community is better when we are united and we stand together with a common vision. As we move forward towards greater equality, we as an FSD community will do this together by supporting and caring for each other and ensuring the needs of all our children are met. It is crucial that we achieve racial equality, and how we achieve this goal is also important. Our children will

be watching us to learn how we collaborate and whether or not we collaborate together with care, kindness and respect. We are committed to working with our community and each other with respect and kindness in order to teach our children that a context of care and love will guide us “until the bright day of justice emerges” (Dr. Martin Luther King).

We invite you, our community, to work together with us towards Dr. Martin Luther King’s dream: “Children will one day live in a nation where they will not be judged by the color of their skin, but by the content of their character.”

Sincerely,

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Jeanette Vazquez, President

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Hilda Sugarman, Vice President

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Beverly Berryman, Clerk

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Aaruni Thakur, Trustee

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Janny Meyer, Trustee

DISCUSSION/ACTION ITEM

**DATE:** June 9, 2020  
**TO:** Board of Trustees  
**FROM:** Robert Pletka, Ed.D., District Superintendent  
**SUBJECT:** LETTER OF APPRECIATION TO LOCAL CONTROL AND ACCOUNTABILITY PLAN (LCAP) COMMITTEE

**Background:** At the June 2, 2020, Special Board meeting, there was a request by two Board of Trustee members to add this topic for discussion/action. The Board will have an opportunity to discuss at the Board Meeting on June 9, 2020, and give direction to the Superintendent.

**Rationale:** Request to add topic to the June 9, 2020, agenda was made by two Board of Trustee Members.

**Funding:** N/A.

**Recommendation:** Letter of Appreciation to Local Control and Accountability Plan (LCAP) committee

RP:cs