

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, September 8, 2020
Minutes of the Regular Meeting of the Board of Trustees
5:30 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 Sugarman called a Regular meeting of the Fullerton School District Board of Trustees to order at 5:33 p.m. The Board of Trustees and Executive Cabinet participated in-person at the District Office.

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

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

Recess to Closed Session – Agenda

At 5:35 p.m., the Board recessed to Closed Session for: •Conference with District’s Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Dr. Chad Hammitt [Government Code sections 54954.5(f), 54957.6]; •Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]

No public comments prior to Closed Session.

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

President Sugarman called a Regular meeting of the Fullerton School District Board of Trustees to order at 6:10 p.m. and Mark Jacobs and Pamela Zinnel led the pledge of allegiance. The Ladera Vista JHS of the Arts Choir II Advanced Women’s Choir provided a video for the national anthem.

President Sugarman reported that in closed session, the Board voted 4-0 to Approve the dismissal of a certificated employee, ID #1527 pursuant to Education Code Section 44932 and 44934.

President Sugarman held a public hearing at 6:11 p.m. to allow for Proposed Learning Continuity and Attendance Plan 2020/2021. After hearing no public comments, the public hearing was closed at 6:12 p.m.

Superintendent’s Report

Dr. Pletka stated the Board of Trustees will have an opportunity to discuss at their current meeting the live streaming for future Board meetings. He shared that as a result to Resolution #19/20-21 Supporting Our Black Community and Standing Against Racial Injustice which the Board of Trustees adopted on June 25, 2020, the Listening Tour Committee has held several meetings and the focus groups are commencing this week. The Focus Groups comprised of parents, staff and students will share their thoughts and the Listening Tour will be “listening” during the focus groups and later make a recommendation. On a different note, Dr. Pletka commented on the student artwork being displayed inside the Board Room.

Information from the Board of Trustees

Trustee Thakur- He feels grateful to be back to the District Office to hold the meeting of the Board of Trustees; the Board it feels it is important to set a message that it is important to meet in person when it is safe to do so. He thanked the negotiation teams for reaching MOU’s and putting children first. His two children will finish the school year via Distance Learning. Trustee Thakur is in support of Red Ribbon Week and in the future he hopes a resolution will be discussed/approved for ethnic studies. In addition, he commented on homeless issues.

Trustee Meyer – She stated everyone is facing difficult times and we will encounter bumps on the road. She reflected on the importance of being kind and patient.

Trustee Berryman- She appreciates the attendance at Board meetings via virtual and in person meetings. She stated all staff is working hard to do what is best for students and to keep everyone safe. The decisions being made may not make everyone happy but the intent is to keep the best interest of students first and maintain the safety of students and staff at a top priority. Trustee Berryman stated teachers are working hard to engage students and the enthusiasm of students is evident.

President Sugarman– She commended the District for receiving a Child Development Services grant in the amount of 5 million. She stated the Anaheim Ducks is partnering with numerous school sites to provide students spirit packs and supplies. She stated FSD is welcoming new staff members to the FSD family and numerous additional substitutes. President Sugarman reported FSD will provide free meals to all children, 18 years and younger, starting Tuesday, September 8th and continuing until December 31st or until funding is depleted, whichever occurs first. Children can receive a curbside grab-and-go breakfast and lunch during meal distribution at 16 elementary sites; eight sites will include supper and snacks. She commented on the importance of everyone being flexible as the District adheres to new directives regarding COVID-19.

Information from DELAC, PTA, FETA, CSEA, FESMA

DELAC- Egleth Nuncci- She congratulated the new slate of officers for the FSD Board and she stated parents are eager for students to return to in-person instruction when it is safe. Parents have expressed their appreciation for students maintaining their same teacher regardless of the learning option they chose. Mrs. Nuncci stated parents are addressing concerns regarding language and technology.

FESMA- Robin Gilligan- She is pleased to have a tentative date for on campus, in-person learning for students scheduled for October 13th. For students receiving certain specialized special services in special education, students will begin to phase in-person instruction on September 21st.

PTA Council- Wendy Reid and Christy Carter:

Welcome Back! We hope everyone's first day was good. We know this is not how everyone wanted to start out the new school year, but we also know that our teachers are doing a great job creating a somewhat "normal" start to school. As you all know PTA is here to help in any way. And, please don't forget to join your local PTA! This year more than ever, your membership will help raise funds that each school needs. Thank you and hopefully we will see you soon!

CSEA- Tizoc Castillo:

I am Tizoc Castillo, IA/BB at Valencia Park Elementary and I am representing tonight's remarks for CSEA.

I hope everyone enjoyed their labor day weekend and survived the heat. A couple of items that have occurred since our last board meeting, CSEA held our virtual voting on the member Ratification Vote regarding the MOU for the Coronavirus Pandemic Response, and it has passed. The temperature screening and employee attestations are going well and continuing to create a safe and healthy learning and working environment for all district employees.

We would like to thank everyone involved in organizing and assisting in our first COVID testing, that took place last week. Nutrition Services are providing meals at all 17 elementary school sites during distance learning. Jr. High students can pick up meals at any elementary school. The Personnel Commission has announced our new Classified HR Director, Paul Deines. Also, they will be holding an open recruit for the personnel commissioner seat - Patricia Haley's current seat.

FETA- Mark Jacobs:

After many weeks of planning, and many anxious, sleepless nights, FSD teachers began school today in our Distance Learning mode. Teachers, parents, and students are becoming Zoom experts and trouble shooters. Though we experienced some glitches and need to clarify where to find proper Zoom

links, overall Distance Learning began pretty well. We focused a lot on connecting with students, reviewing protocol and procedures. We were happy to find that most students were eager, attentive, and excited to be back at school. Our Distance Learning After many weeks of difficult negotiations with the district and with our teachers, FETA's Bargaining Team was able to find consensus on a MOU and plan to return to school beginning on the week of October 12th. This has been one of the most difficult decisions to arrive at considering how important and contentious this issue has become. The vote on our MOU was closer than in past votes and has demonstrated that teachers are conflicted in some areas of our return. Currently, it appears COVID-19 cases are decreasing, and that we will be authorized by state and local county officials to return to school by the end of September. We are excited to see our students again, but the logistics of returning safely is daunting. We must ensure that our most vulnerable teachers are provided opportunities to teach from home, fully implement safety protocols, provide adequate PPE, and that our new simultaneous "Virtual Instruction" can be effectively implemented. FETA is committed to ensuring safety and effective instruction under these imperfect and non-traditional times. We have been encouraged by our PAL partnership with the district as we are committed to "not let each other fail." Our new teaching reality will encompass instructing ½ of our students live in-class while the other half Zooms-in virtually. This model allows students to keep their teacher and not have to "*start school again*" with a new teacher. During our Distance Learning opening, our teachers have established connections and routine with their students, so this will ensure continuity and consistency during this transition time. *It will also challenge our teachers to do something that we've never done before. There is a lot of excitement as well as an abundance of anxiety amongst teachers as we'll be essentially teaching two groups simultaneously. We ask students, parents, and the district to understand that our current DL model of instruction will look different as teachers refine balancing live in-person instruction and our students Zooming-in.* It will be wonderful to see our students in-person again however different it will be, with masks, a minimum of 6 feet apart, temperature checks, extra time for cleaning, distancing, and for new schedules.

Our current MOU realizes that much should be done before we come back, not only ensuring that all safety precautions are in place, but to allow for time to access the effects of Labor Day. We also realized that sample or mock classrooms using live and virtual instruction must be tested before our return to also ensure that all technology, proper analysis of logistics and safety protocols, and Professional Development can be provided to our teachers. Our SPED, PE, Preschool teachers all need to have additional district meetings and preparations that will be required to fully implement our return. Considering all this, we realized that a safe return needs time, and therefore, we agreed on a student return date beginning the 2nd quarter or October 13th.

I'd like to thank our district, especially Dr. Hammit and Dr. Lee, as well as our Bargaining Team Chair, Pamela Zinnel, and team members, Shelly Behrns, Stephanie Hitz, Kristine Montoya, and Christine Stolo, and our teachers, for the hundreds of hours they put in helping us come to a consensus. We still have much work to complete in making this return come to fruition. I'd like to thank in advance Robin Gilligan and our SPED teachers for tackling the challenges that their specific program demands and to transition to staggered live services beginning September 21st. Our SPED/SLP teachers have truly been handed a difficult task and I'd like to recognize the extraordinary work that they do. FETA looks forward to working with the District in making any reasonable accommodations to support their workload. I'd also like to recognize Marilee Cosgrove, our Director of Preschool and our incredible Preschool teachers. They work under a completely different set of state requirements and mandates that place unique challenges upon them. I would also like to acknowledge them. They do wonderful work and still need to solidify protocols that will make this a safe return for teachers and students.

We'd also like to thank Michael Schaffer, our PE lead and all of our awesome PE teachers for pivoting quickly to offer engaging PE activities to our students in a virtual format.

We look forward to taking advantage of their creative methods in order to continue to provide high quality and safe PE activities!

Pamela Zinnel, the entire bargaining Team, and I would also like to thank all the teachers that provided input and feedback during multiple meetings and multiple hours of Zoom informational meetings. We addressed unique concerns from grade spans from TK/K, 1-3, 4-6 and the completely different challenges that face JH. We thank the district for demonstrating true PAL collaboration with us and providing flexibility across grade spans and sites. Though we are anxious and excited for the return of our students, we know that, with your support and reasonable expectations, we will meet the challenge. We appreciate the continued confidence, support, and flexibility that you allow our incredible FSD teachers.

Public Comments

Carmen Serna, Executive Assistant to the Superintendent read a public comment received via email. Mrs. Egleth Nuncci (community member and parent) reported the City of Fullerton is providing a COVID-19 Emergency Rental Assistance Program providing one-time rental assistance to Fullerton residents on September 11 at the Fullerton Community Center.

Approve Minutes

Trustee Meyer made a motion, seconded by Aaruni Thakur, and carried 4-0 to approve the Adjourned Meeting of June 25, 2020, and the Regular Meeting of August 11, 2020 (roll call was taken).

Action Item: Approve agenda as listed below:

Moved by Beverly Berryman, seconded by Aaruni Thakur and carried 4-0 to approve the agenda as listed below.

Discussion/Action Item

Approve COVID-19 update video to be uploaded to FSD You Tube and FSD Website.

It was moved by Aaruni Thakur, seconded by Beverly Berryman, and carried 4-0 to approve video recording the COVID-19 update presented at the August 11th Board Meeting and uploading the video. In addition, to live stream all future Board meetings for the 2020/2021 school year through June 30, 2020. The Board held a brief discussion regarding closed captioning and the Board will be receiving follow-up information regarding closed captioning.

COVID-19 Update:

Dr. Pletka thanked the District Office and FETA Negotiation teams for reaching a tentative agreement. The anticipated date for in-person instruction for regular ed students is October 13, 2020. Parents have the option to choose three learning options once in-person instruction resumes (Five days of learning instruction on campus, Hybrid Learning, or Virtual Learning). The District is hosting parent webinar to provide information and answer questions. The FSD Academy is going very well and is at full capacity with a small waiting list.

McKinney-Vento Report

Helene Morris, Director of Administrative Services, presented on the topic of supporting McKinney-Vento students in FSD. The topics included Understanding McKinney-Vento, identification, professional development, FSD support and resources and community partnerships

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

Consent Items

Moved by Trustee Berryman, seconded by Janny Meyer, and carried 4-0 to approve the consent items. The Board commented on consent item #1b.

1a. Approve/Ratify Certificated Personnel Report.

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

1c. Approve/Ratify Purchase Orders numbered P22C0001, P22D0009 through P22D0016, P22E0001 through P22E0007, P22L0006 through P22L0027, P22M0054 through P22M0110, P22R0135 through P22R0241, P22S0001 through P22S0002, P22T0003 through P22T0009, P22V0040 through P22V0057, P22X0151 through P22X0241, P22Y0061 through P22Y0063 for the 2020/2021 school year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 230072 through 230104 for the 2020/2021 school year.

1e. Approve/Ratify warrants numbered 128833 through 129097 for the 2019/2020 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 14458 through 14526 for the 2020/2021 school year.

1g. Approve/Ratify Renewed St. Jude Hospital Restricted Project Grant Agreement Number 202133 with the Fullerton School District effective July 1, 2020 through June 30, 2021.

1h. Adopt Resolution #20/21-06 proclaiming October 26-30, 2020, as "Red Ribbon Week" for the Fullerton School District.

1i. Approve/Ratify Renewed Contractor Agreement between the Fullerton School District and Matrix Imaging Products, Inc., for the secure cloud/web hosting services, scanning and storage of student permanent record cards effective July 1, 2020 through June 30, 2021.

1j. Approve/Ratify Classified Personnel Report.

1k. Approve/Ratify amendment to the agreement between Fullerton School District and Haynes Family of Programs dba S.T.A.R. Academy effective August 12, 2020 through June 30, 2021.

1l. Approve new agreement between Fullerton School District and Advantage Communications for the Extended Play Wednesday program for 4th and 5th grade students effective September 16, 2020 through December 16, 2020

1m. Approve/Ratify amendment to the agreement between Fullerton School District and Professional Tutors of America effective August 12, 2020 through June 30, 2021.

1n. Approve/ratify new purchase agreement between the Fullerton School District and Zoom Video Communications Inc. for the 2020-2021 school year.

1o. Adopt resolutions numbered 19/20-B043 through 19/20-B049 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1p. Adopt resolutions numbered 19/20-B40-001 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools (District 40).

1q. Adopt resolutions numbered 19/20-B48-001 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools (District 48).

1r. Adopt resolutions numbered 20/21-B004 through 20/21-B005 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for

submission to the Orange County Superintendent of Schools.

1s. Approve Notice of Completion for KYA Services, LLC, for Commonwealth Elementary Playfield Replacement.

1t. Approve Notice of Completion for KYA Services, LLC, for Golden Hill Elementary Playfield Replacement and Repairs.

1u. Approve Notice of Completion for KYA Services, LLC, for Rolling Hills Elementary Playfield Replacement.

1v. Approve renewal agreement with John R. Byerly Incorporated, to provide professional geotechnical engineering/testing, materials laboratory testing and special inspections as needed throughout the 2020/2021 fiscal year.

1w. Approve the new contract between Fullerton School District and JFK Transportation Co. Inc., to provide transportation services, which include home to school transportation and field trip coverage, effective September 9, 2020 through June 30, 2021.

1x. Approve/Ratify recurring Nonpublic Agency Master Contracts with Behavioral Learning Network, Children's Hospital of Orange County dba Providence Speech and Hearing Center, Cornerstone Therapies, Ed Theory, John Tracy Clinic, ProCare Therapy, Russo, Fleck & Associates, and Speech Bananas effective June 1, 2020 through June 30, 2021.

1y. Approve/Ratify recurring Nonpublic School Master Contracts with Olive Crest Academy and Olive Crest Academy - North, Speech and Language Development Center, and Summit View dba STEM3 Academy Orange County effective June 1, 2020 through June 30, 2021.

Moved by Trustee Thakur, seconded by Trustee Berryman to recess at 8:31 pm. and approved 4-0. Open session resumed at 8:40 p.m.

Public Hearing

President Sugarman held a public hearing at 8:42 p.m. to allow for Proposed Learning Continuity and Attendance Plan 2020/2021. After hearing no public comments, the public hearing was closed at 8:43 p.m.

Discussion/Action Items:

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

It was moved by Janny Meyer, seconded by Aaruni Thakur, and carried 4-0 to Approve Memorandum of Understanding between the Fullerton School District and California School Employees Association (CSEA) Chapter 130 pursuant to Coronavirus (COVID-19) Pandemic Response.

2c. Hear presentation and approve 2019/2020 Unaudited Actuals and concurrently approve the 2020/2021 revised budget for Fund 51 Bond Interest and Redemption Fund and the fund balance changes as the District's 2020/2021 beginning budgeted balances of the legislative body of the Fullerton School District (District 22), Fullerton School District Community Facilities District No. 2000-1 (Van Daele, District 40), and Fullerton School District Community Facilities District No. 2001-1 (Amerige Heights, District 48).

Dr. Rob Coghlan presented on the 2019/2020 Unaudited Actuals. It was then moved by Beverly Berryman, seconded by Janny Meyer, and carried 4-0 to Approve 2019/2020 Unaudited Actuals and concurrently approve the 2020/2021 revised budget for Fund 51 Bond Interest and Redemption Fund and the fund balance changes as the District's 2020/2021 beginning budgeted balances of the legislative body of the Fullerton School District (District 22), Fullerton School District Community Facilities District No.

2000-1 (Van Daele, District 40), and Fullerton School District Community Facilities District No. 2001-1 (Amerige Heights, District 48).

2d. Adopt Resolution #20/21-07 approving the Recalculation of the 2019/2020 Appropriations Limitation and establishing the 2020/2021 Estimated Appropriations Limitation Calculations.

It was moved by Beverly Berryman, seconded by Aaruni Thakur, and carried 4-0 to Adopt Resolution #20/21-07 approving the Recalculation of the 2019/2020 Appropriations Limitation and establishing the 2020/2021 Estimated Appropriations Limitation Calculations.

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

The Board will be receiving an update on the installation of solar at FSD.

Trustee Sugarman adjourned the Regular meeting on September 8, 2020, at 9:20 p.m.

Clerk/Secretary, Board of Trustees

Public Comment #1:

Dear Trustees and staff

We thank Aaruni Thakur for requesting that staff and trustees review the district's McKinney - Vento program. In late 2019 our collaborative formed a MV research team. We met with Helene Morris, Elizabeth Alva and Superintendent Pletka. We also interviewed their counterparts in neighboring districts and with the OCDE. We believe FSD (219 identified MV students)can learn much from districts such as Magnolia (1,828 MV students), Anaheim Elementary (1,974 identified MV students) and Placentia/ Yorba Linda (3,426 identified MV students).They have far more comprehensive and robust MV programs. FSD can and should do a much better job in MV student identification, applying for State MV funds and developing more strategic community partnerships that generate actual housing placements and tenant rental assistance. Neighboring districts offered to assist Fullerton to make these improvements. We are prepared to partner with you as well. Let's make FSD the "model" for all of Orange County.

Diana Trout
Chair, MV research team

Mike Clements
Chair, TRI PARISH/DIOCESE HOMELESS COLLABORATIVE

Public Comment #2:

I'll start by saying I am grateful my daughter's teacher is doing such a great job with the distance learning model. My daughter is excited to start school everyday and is excited to see her teacher and friends' faces. She loves school so much that with yesterday as a day off of school, she made a list of exercises to do because Monday is supposed to be her PE day. We learned about polar bears, skunks, and the difference between rabbits and hares. She also happily made a card with a note for an elderly neighbor and completed several pages in a workbook. She loves to learn, and she's lucky that I am a credentialed teacher who can support her interests in learning, especially learning from a person who is physically present. Other children who also love learning do not have the same opportunity as my daughter to supplement what schools are not providing. So, I am disappointed that the opening of schools in our district has been pushed out to mid-October. Every day the schools are closed, my daughter is being denied her classroom. I am confused about this choice since the district was previously ready to open mid-September. Even with the governor's changes, the local health officer confirmed that OC schools can open as soon as September 22. Several OC private schools have already been granted waivers. For public schools in Orange County, the Los Alamitos School District was granted a waiver and Capo Unified is waiting for their response. There are families that are concerned about starting and they will have the opportunity to keep their children home, but the state and our local health officer say schools can open as early as September 22, and my daughter WANTS to be at school. So I don't know why she's being denied in person learning for longer. My daughter even discussed with me that she knows she's not learning as much as she would be if she were going to school. She even points out to me that school has more supplies, and it pains me to see her away from school. I was really hoping our Superintendent would apply for a waiver to open our schools for families to choose the learning style that best meets their family's needs, or at the very least-open as soon as possible.

Sincerely,
Darlene Rosete

Public Comment #3:

Mask :

Will face masks be provided to children in school? If not , how will the school make sure children are wearing clean masks to school ? What kind of masks will be allowed ? If a child is wearing a face shield but no mask will that be ok ?

COVID-19:

How regularly will the school individually be giving us updates in regards to staff or children testing positive of COVID-19?

If a child reports that someone in their household has tested positive and they have obviously interacted with children in their classroom will those children have to quarantine for 14 days?

If a teacher test Positive for Covid will the whole class have to quarantine?

Thanks in advance,
Maria Nava

Public Comment #4:

Hi Board and community,

A lot has changed since we filled out that spring survey about preferred options to return to school. Back then we were hopeful about having the virus completely under control and also were getting some crisis level teaching. That is no longer the case now! I get the feeling that the district thinks everyone wants to go in person, but that view may no longer be accurate.

My kids teachers are doing a good job. We are safe. There is a familiar routine.

Jr. High kids are different from younger ones and my JR high daughter loves her LV schedule. She is safe and we don't want to lose the high quality distance learning she has.

I am not sure why there is such a rush from the district to return in person. Parents aren't even clear on the options yet and maybe very misinformed about what a hybrid or five day week plan involves with the current state mandates of 14 kid cohorts with no mixing and exposure to only two adults.

Particularly for the JR high kids, why move away from something that is working and also safe? The state mandates are very different from the current arrangement which is working.

I suggest we don't shift away from a working plan. Please each do what you can to keep our teachers, kids and community safe with consistency with what is in place now. Let's stay safe and proceed with only with well developed and communicated plans.

Mia Sevier

CSUF Human Services Professor

Public Comment #5:

My name is Freddi Bruschke. I am a mother of a student in the Fullerton School District as well as a resident of Fullerton, area 5. As you know, parents are being asked to select an attendance option for their children within the next week, for potential return to in-person schooling mid-October. As the webinars are not scheduled to begin until after this comment period, I am writing based on what I know as of September 8 at noon.

I am very concerned about the apparent rush to return to in-person instruction as well as the lack of information provided to parents prior to making such an important decision. Currently schools and teachers have developed a distance learning model that is working. Teachers are clearly putting a lot of effort and thought into online instruction and the schools have created a schedule that allows significant student engagement as well as many breaks throughout the day. It looks to me as if the District is rushing to open, without many of the logistics worked out, so early that we risk almost certain forced return to all-distance learning. This is disruptive to both the teachers and the students and frankly does not solve many of the scheduling issues that parents face. Based on the over 4,000 comments received by the OC BOE (which they did NOT put into the public record) before their last meeting, I am in the majority in my opinion that we are opening too quickly. I encourage you to review the Voice of OC analysis of the comments they conducted after a FOIA request. This provides a snapshot of community opinion.

The very nature of this board meeting, held only in-person, insures that members of the public who choose to social distance either by informed choice or medical necessity are excluded from this conversation and our voices are silenced. My specific concerns, abbreviated for the imposed word limit:

- How can students keep their current teachers/schedules as promised last Friday while still maintaining social distancing/small groups?

- How will any of the district's plans be implemented at the junior highs? Passing periods? Lunch? What happens on the hybrid days?
- Even if you believe the State Guidance Related to Cohorts does not apply to schools while in the red tier, how will you comply with the School Reopening Guidance that requires minimizing mixing of student cohorts with individualized junior high schedules? ? I don't see how it is possible that my child will keep her classes under any cohort system.

I urge to you reconsider rashly reopening the schools, especially while providing so few details to stakeholders.

Freddi-Jo Bruschke

Public Comment #6:

Our 7 year old son attends Golden Hill Elementary School. We anticipate him returning 5 days per week once the school is permitted to reopen. We want to know the following:

- (1) What kind of curriculum are you planning outside for the students in the large party type tents? Who will be overseeing their studies and learning? How will this be organized?
- (2) Most importantly, we are growing concerned by the day, that the opening dates are continually moved with no end in sight. Our students want to get back to school, particularly the young ones. What can we do to assist the district in reopening the schools physically?

Amber D. Esposito

Public Comment #7:

Re: "The LCP memorializes the planning process already underway for this school year and includes descriptions of the following: addressing gaps in learning; conducting meaningful stakeholder engagement; maintaining transparency;"

I have a 5th grade son attending Rolling Hills Elementary and a 7th grade son attending Ladera Vista Junior High. This public comment is in regard to the educational continuity for FSD students upon the re-opening of schools next month. As a parent and an educator, I have been quite confused about tentative plans regarding educational continuity for our FSD K-12 students. In my experience, the planning process has not been transparent and has not effectively engaged stakeholders. While everyone in the community needs to practice patience during this "volatile" period, FSD leaders appear to be rushing into having students return to the classroom. My sons want to return to the classroom very much, but NOT if it is not safe and NOT if it means disrupting their current schedules and relationships with teachers that have begun to develop. I expect school board members to proceed with caution, with the health and safety AND the educational security of our students as the top priority. I urge school board members to postpone the reopening of Fullerton schools until the health, safety and educational security of students is no longer at risk.

Respectfully,
Ana Arellano Nez

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, September 22, 2020
6:00 p.m. Open Session

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

The Board of Trustees Meeting will be held in person. Attendees at the Board Meeting will adhere to physical distancing, wear a face covering (mask), and their temperature will be taken.

THIS MEETING WILL BE TAPE RECORDED AND LIVE STREAMED.

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

Public comment may be submitted by email to publiccomment@myfsd.org on or before Tuesday, September 22, 2020 at 2:30 p.m. and include first and last name of person submitting public comment. Please limit comments to 450 words or less to address the Board on each agenda or non-agenda item. An email for public comment must be submitted by specific agenda item or topic and not combined. Public comments will also be accepted in person.

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

- Pledge: Zoey B. (Parks JHS student)
- National Anthem: Steven L. (Parks JHS student)

Superintendent's Report

Information from the Board of Trustees

Information from DELAC, PTA, FETA, CSEA, FESMA

Public Comments

Public Comments/Persons Addressing the Board – Policy

The Board meeting follows rules of decorum. Per Board Bylaw 9323, 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 on or before Tuesday, September 22, 2020 at 2:30 pm and include first and last name of person submitting public comment. Please limit comments to 450 words or less to address the Board on each agenda or non-agenda item. An email for public comment must be submitted by specific agenda item or topic and not combined. All comments submitted will be read aloud during the meeting by Carmen Serna (Executive Assistant to the Superintendent) or designee. Please note, all email correspondence relating to this meeting will become part of the Board minutes and will be screened for appropriate content.

The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments about an item that is on the agenda will be heard at the time the agenda item is considered by the Board. Public comments about an item that is not on the posted agenda will be heard at the beginning of open session when called upon by the Board President. No action or discussion may take place on an item that is not on the

posted agenda except as expressly authorized by law. Since the Board cannot take action on items that are not on the agenda, such items will be referred to the Superintendent for handling. Board Members may request that any item be placed on a future agenda for further discussion. The Board President and Superintendent will determine the best time to place an item on the agenda.

Approve Minutes

Regular Meeting September 8, 2020

Action Item:

Approve agenda as listed below

Learning and Continuity and Attendance Plan (LCP) 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 P22C0002, P22D0017 through P22D0029, P22E0008 through P22E0021, P22M0098 through P22M0137, P22R0180 through P22R0289, P22T0010 through P22T0014, P22V0058 through P22V0074, P22X0220 through P22X0265, P22Z0074 through P22Z0075 for the 2020/2021 school year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 230106 through 230123 for the 2020/2021 school year.

1e. Approve/Ratify warrants numbered 129098 through 129248 for the 2020/2021 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 14527 through 14583 for the 2020/2021 school year.

1g. Approve Notice of Completion for New Dimension General Construction for the demolition and removal of existing damaged asphalt concrete, railings, and the installation of new ramps and handrails at the District TOSA Building Instructional Recording Office.

1h. Approve Notice of Completion for New Dimension General Construction for the removal of existing grass and soil and to pour a new asphalt pad for the placement of a new modular unit at Beechwood School.

1i. Approve Notice of Completion for KYA Services, LLC, for Commonwealth Elementary Playground Resurfacing

1j. Approve Notice of Completion for KYA Services, LLC, for Golden Hill Elementary Sport Field Resurfacing.

1k. Approve Notice of Completion for KYA Services, LLC, for Rolling Hills Elementary Sport Field Resurfacing.

1l. Approve recurring Independent Contractor Agreement between Fullerton School District and Active Steps for behavior and mental health services effective September 23, 2020 through June 30, 2021.

1m. Approve/Ratify recurring agreement between Fullerton School District and Addiction Treatment Technologies, LLC effective July 1, 2020 through June 30, 2021.

1n. Approve recurring Independent Contractor Agreement between Fullerton School District and Marc Lerner, MD effective September 23, 2020 through June 30, 2021.

1o. Approve recurring Nonpublic Agency Master Contracts with ACES 2020, LLC, Maxim Healthcare Staffing Services, Inc., Preferred Healthcare Registry, Inc., and Pediatric Therapy Services, LLC dba The Stepping Stones Group effective September 23, 2020 through June 30, 2021.

1p. Approve/Ratify recurring agreement between Fullerton School District and WestEd to provide an evaluation of educational programs related to student achievement and engagement effective September 1, 2020 through June 30, 2021.

1q. Approve Updated Memorandums of Understanding (MOU) between the Fullerton School District and Fullerton Elementary Teachers Association for the 2020/2021 school year.

1r. Approve new Memorandum of Understanding between Fullerton School District and The Foundation for Korean Language & Culture in U.S.A. to support Korean Programs for Beechwood School, Fisler School, and Parks Junior High School for the 2020/2021, 2021/2022, and 2022/2023 school years.

Discussion/Action Items:

2a. Approve Memorandum of Understanding between the Fullerton School District and California School Employees Association (CSEA), Chapter 130 pursuant to Special Education Reentry Plan.

2b. Approve Learning Continuity and Attendance Plan 2020/2021.

Public Hearing:

Conduct Public Hearing to allow for public comment availability of textbooks and instructional materials and certification of provision of standards-aligned instructional materials for 2020/2021.

Discussion/Action Item:

2c. Adopt Resolution #20/21-08 to ensure availability of textbooks and instructional materials and certification of provision of standards-aligned instructional materials for 2020/2021.

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, October 13, 2020, at 6:00 p.m. (Virtual Meeting). in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California. Translation services are available upon request. Please contact Carmen Serna, in the Superintendent's Office (714) 447-7405 (carmen_serna@myfsd.org), if you would like a Korean or Spanish interpreter to be available at a Board of Trustee Meeting (72 hours prior to a Board Meeting).

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

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

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

CONSENT ITEM

DATE: September 22, 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 new hire(s) and stipend(s).

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

CH:nm
Attachment

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON September 22, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
	Son	Kristyn	Certificated Personnel	Substitute Teacher	New Hire	Employ as Sub (Budget #100)	9/1/20
	Baker	Ramona	Certificated Personnel	Substitute Teacher	New Hire	Employ as Sub (Budget #100)	9/3/20
	Earnest	Logan	Certificated Personnel	Substitute Teacher	New Hire	Employ as Sub (Budget #100)	9/3/20
	Lau	Jessica	Certificated Personnel	Substitute Teacher	New Hire	Employ as Sub (Budget #100)	9/3/20
	McMackin	Teresa	Certificated Personnel	Substitute Teacher	New Hire	Employ as Sub (Budget #100)	9/3/20
	Paoli	Peggy	Certificated Personnel	Substitute Teacher	New Hire	Employ as Sub (Budget #100)	9/3/20
	Shin	Esther	Certificated Personnel	Substitute Teacher	New Hire	Employ as Sub (Budget #100)	9/3/20
	Sterger	Gina	Certificated Personnel	Substitute Teacher	New Hire	Employ as Sub (Budget #100)	9/3/20
	Weinreich	Nicole	Certificated Personnel	Substitute Teacher	New Hire	Employ as Sub (Budget #100)	9/3/20
	Macklin	Heather	Certificated Personnel	Substitute Teacher	New Hire	Employ as Sub (Budget #100)	9/4/20
	Kim	Caroline	Certificated Personnel	Substitute Teacher	New Hire	Employ as Sub (Budget #100)	9/8/20
	McCoy	Stephanie	Certificated Personnel	Substitute Teacher	New Hire	Employ as Sub (Budget #100)	9/9/20

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON September 22, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
	Smith	Emily	Certificated Personnel	Substitute Teacher	New Hire	Employ as Sub (Budget #100)	9/9/20
	Zuniga	Gerardo	Certificated Personnel	Substitute Teacher	New Hire	Employ as Sub (Budget #100)	9/9/20
	Gutierrez	Natalia	Certificated Personnel	Substitute Teacher	New Hire	Employ as Sub (Budget #100)	9/10/20
PR20-00973	Puccini	Teresa	Educational Services	Teacher	New Hire	Class III, Step 11 (Budget #0133452391-1900)	8/24/20
PR21-00390	Anderson	Jordyn	Educational Services	Teacher	Stipend	Participating teachers are Mentors of the Fullerton School District Teacher Induction Program for the 2020/2021 school year. Teachers are to be paid a stipend of \$750 in December 2020 and \$750 in May 2021 each. Not to exceed \$1,500 each. (Budget #013555223-1901)	8/11/2020 - 05/28/2021
PR21-00390	Andi	Amy	Educational Services	Teacher	Stipend	Participating teachers are Mentors of the Fullerton School District Teacher Induction Program for the 2020/2021 school year. Teachers are to be paid a stipend of \$750 in December 2020 and \$750 in May 2021 each. Not to exceed \$1,500 each. (Budget #013555223-1901)	8/11/2020 - 05/28/2021
PR21-00390	Beijer	Meisje	Educational Services	Teacher	Stipend	Participating teachers are Mentors of the Fullerton School District Teacher Induction Program for the 2020/2021 school year. Teachers are to be paid a stipend of \$750 in December 2020 and \$750 in May 2021 each. Not to exceed \$1,500 each. (Budget #013555223-1901)	8/11/2020 - 05/28/2021
PR21-00390	Candelaria	Melinda	Educational Services	Teacher	Stipend	Participating teachers are Mentors of the Fullerton School District Teacher Induction Program for the 2020/2021 school year. Teachers are to be paid a stipend of \$750 in December 2020 and \$750 in May 2021 each. Not to exceed \$1,500 each. (Budget #013555223-1901)	8/11/2020 - 05/28/2021

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON September 22, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
PR21-00390	Cooper	Sara	Educational Services	Teacher	Stipend	Participating teachers are Mentors of the Fullerton School District Teacher Induction Program for the 2020/2021 school year. Teachers are to be paid a stipend of \$750 in December 2020 and \$750 in May 2021 each. Not to exceed \$1,500 each. (Budget #013555223-1901)	8/11/2020 - 05/28/2021
PR21-00390	Delva	James	Educational Services	Teacher	Stipend	Participating teachers are Mentors of the Fullerton School District Teacher Induction Program for the 2020/2021 school year. Teachers are to be paid a stipend of \$750 in December 2020 and \$750 in May 2021 each. Not to exceed \$1,500 each. (Budget #013555223-1901)	8/11/2020 - 05/28/2021
PR21-00390	Frisz	Jane	Educational Services	Teacher	Stipend	Participating teachers are Mentors of the Fullerton School District Teacher Induction Program for the 2020/2021 school year. Teachers are to be paid a stipend of \$750 in December 2020 and \$750 in May 2021 each. Not to exceed \$1,500 each. (Budget #013555223-1901)	8/11/2020 - 05/28/2021
PR21-00390	Glasby	Shannon	Educational Services	Teacher	Stipend	Participating teachers are Mentors of the Fullerton School District Teacher Induction Program for the 2020/2021 school year. Teachers are to be paid a stipend of \$750 in December 2020 and \$750 in May 2021 each. Not to exceed \$1,500 each. (Budget #013555223-1901)	8/11/2020 - 05/28/2021
PR21-00390	Green	Teresa	Educational Services	Teacher	Stipend	Participating teachers are Mentors of the Fullerton School District Teacher Induction Program for the 2020/2021 school year. Teachers are to be paid a stipend of \$750 in December 2020 and \$750 in May 2021 each. Not to exceed \$1,500 each. (Budget #013555223-1901)	8/11/2020 - 05/28/2021
PR21-00390	Halstead	Kim	Educational Services	Teacher	Stipend	Participating teachers are Mentors of the Fullerton School District Teacher Induction Program for the 2020/2021 school year. Teachers are to be paid a stipend of \$750 in December 2020 and \$750 in May 2021 each. Not to exceed \$1,500 each. (Budget #013555223-1901)	8/11/2020 - 05/28/2021

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON September 22, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
PR21-00392	Kim	Tracy	Educational Services	Teacher	Stipend	Participating teachers are Mentors of the Fullerton School District Teacher Induction Program for the 2020/2021 school year. Teachers are to be paid a stipend of \$750 in December 2020 and \$750 in May 2021 each. Not to exceed \$1,500 each. (Budget #0135555223-1901)	8/11/2020 - 05/28/2021
PR21-00392	McGann	Kristen	Educational Services	Teacher	Stipend	Participating teachers are Mentors of the Fullerton School District Teacher Induction Program for the 2020/2021 school year. Teachers are to be paid a stipend of \$750 in December 2020 and \$750 in May 2021 each. Not to exceed \$1,500 each. (Budget #0135555223-1901)	8/11/2020 - 05/28/2021
PR21-00392	Nelson	Karen	Educational Services	Teacher	Stipend	Participating teachers are Mentors of the Fullerton School District Teacher Induction Program for the 2020/2021 school year. Teachers are to be paid a stipend of \$750 in December 2020 and \$750 in May 2021 each. Not to exceed \$1,500 each. (Budget #0135555223-1901)	8/11/2020 - 05/28/2021
PR21-00392	Orr	Mary Kay	Educational Services	Teacher	Stipend	Participating teachers are Mentors of the Fullerton School District Teacher Induction Program for the 2020/2021 school year. Teachers are to be paid a stipend of \$750 in December 2020 and \$750 in May 2021 each. Not to exceed \$1,500 each. (Budget #0135555223-1901)	8/11/2020 - 05/28/2021
PR21-00392	Ortiz	Gina	Educational Services	Teacher	Stipend	Participating teachers are Mentors of the Fullerton School District Teacher Induction Program for the 2020/2021 school year. Teachers are to be paid a stipend of \$750 in December 2020 and \$750 in May 2021 each. Not to exceed \$1,500 each. (Budget #0135555223-1901)	8/11/2020 - 05/28/2021
PR21-00392	Orwat	Debbie	Educational Services	Teacher	Stipend	Participating teachers are Mentors of the Fullerton School District Teacher Induction Program for the 2020/2021 school year. Teachers are to be paid a stipend of \$750 in December 2020 and \$750 in May 2021 each. Not to exceed \$1,500 each. (Budget #0135555223-1901)	8/11/2020 - 05/28/2021
PR21-00392	Pettinicchio	Susan	Educational Services	Teacher	Stipend	Participating teachers are Mentors of the Fullerton School District Teacher Induction Program for the 2020/2021 school year. Teachers are to be paid a stipend of \$750 in December 2020 and \$750 in May 2021 each. Not to exceed \$1,500 each. (Budget #0135555223-1901)	8/11/2020 - 05/28/2021

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON September 22, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
PR21-00392	Rodriguez	Heather	Educational Services	Teacher	Stipend	Participating teachers are Mentors of the Fullerton School District Teacher Induction Program for the 2020/2021 school year. Teachers are to be paid a stipend of \$750 in December 2020 and \$750 in May 2021 each. Not to exceed \$1,500 each. (Budget #0135555223-1901)	8/11/2020 - 05/28/2021
PR21-00392	Salazar	Daisy	Educational Services	Teacher	Stipend	Participating teachers are Mentors of the Fullerton School District Teacher Induction Program for the 2020/2021 school year. Teachers are to be paid a stipend of \$750 in December 2020 and \$750 in May 2021 each. Not to exceed \$1,500 each. (Budget #0135555223-1901)	8/11/2020 - 05/28/2021
PR21-00392	Shaffer	Michael	Educational Services	Teacher	Stipend	Participating teachers are Mentors of the Fullerton School District Teacher Induction Program for the 2020/2021 school year. Teachers are to be paid a stipend of \$750 in December 2020 and \$750 in May 2021 each. Not to exceed \$1,500 each. (Budget #0135555223-1901)	8/11/2020 - 05/28/2021
PR21-00396	Stolo	Christine	Educational Services	Teacher	Stipend	Participating teachers are Mentors of the Fullerton School District Teacher Induction Program for the 2020/2021 school year. Teachers are to be paid a stipend of \$750 in December 2020 and \$750 in May 2021 each. Not to exceed \$1,500 each. (Budget #0135555223-1901)	8/11/2020 - 05/28/2021
PR21-00396	Vidales	Katherine	Educational Services	Teacher	Stipend	Participating teachers are Mentors of the Fullerton School District Teacher Induction Program for the 2020/2021 school year. Teachers are to be paid a stipend of \$750 in December 2020 and \$750 in May 2021 each. Not to exceed \$1,500 each. (Budget #0135555223-1901)	8/11/2020 - 05/28/2021
PR21-00396	Williamson	Kyle	Educational Services	Teacher	Stipend	Participating teachers are Mentors of the Fullerton School District Teacher Induction Program for the 2020/2021 school year. Teachers are to be paid a stipend of \$750 in December 2020 and \$750 in May 2021 each. Not to exceed \$1,500 each. (Budget #0135555223-1901)	8/11/2020 - 05/28/2021
PR21-00396	Summy	Jean	Educational Services	Teacher	Stipend	Participating teachers are Mentors of the Fullerton School District Teacher Induction Program for the 2020/2021 school year. Teachers are to be paid a stipend of \$750 in December 2020 and \$750 in May 2021 each. Not to exceed \$1,500 each. (Budget #0135555223-1901)	8/11/2020 - 05/28/2021

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON September 22, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
PR21-00396	Wenthur	Nicole	Educational Services	Teacher	Stipend	Participating teachers are Mentors of the Fullerton School District Teacher Induction Program for the 2020/2021 school year. Teachers are to be paid a stipend of \$750 in December 2020 and \$750 in May 2021 each. Not to exceed \$1,500 each. (Budget #013555223-1901)	8/11/2020 - 05/28/2021
PR21-00399	Ferlin	Heidi	Educational Services	Teacher	Stipend	Participating teachers are Mentors of the Fullerton School District Teacher Induction Program for the 2020/2021 school year. Teachers are to be paid a stipend of \$1,500 in December 2020 and \$1,500 in May 2021 each. Not to exceed \$3,000 each. (Budget #013555223-1901)	8/11/2020 - 05/28/2021
PR21-00399	Larsen	Jill	Educational Services	Teacher	Stipend	Participating teachers are Mentors of the Fullerton School District Teacher Induction Program for the 2020/2021 school year. Teachers are to be paid a stipend of \$1,500 in December 2020 and \$1,500 in May 2021 each. Not to exceed \$3,000 each. (Budget #013555223-1901)	8/11/2020 - 05/28/2021
PR21-00405	Ungaro	Susan	IIS	TOSA	Stipend	Pay stipend of \$2,291.43 for work on DL during the month of July through Aug. 6, 2020. (Budget #0154350249-1901)	07/01/2020 - 08/06/2020
PR21-00405	Mankiewicz	Matt	IIS	TOSA	Stipend	Pay stipend of \$2,246.50 for work on DL during the month of July through Aug. 6, 2020. (Budget #0154350249-1901)	07/01/2020 - 08/06/2020
PR21-00405	Sylvester	Amy	IIS	TOSA	Stipend	Pay stipend of 2,066.78 for work on DL during the month of July through Aug. 6, 2020. (Budget #0154350249-1901)	07/01/2020 - 08/06/2020
PR21-00406	Kim	Tracy	Educational Services	Teacher	Stipend	Pay stipend, NTE \$200, for serving as Participating teacher in the GATE Talent Academy for August 2020. (Budget #0111555103-1101)	8/12/2020 - 8/26/2020

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT
PRESENTED TO THE BOARD OF TRUSTEES ON September 22, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
PR21-00407	Petris	Rudolph	Educational Services	Teacher	Stipend	Participating teachers are part of the GATE Certificate Class for the 2020/2021 school year. Teachers are to be paid a stipend of \$1,250 in December 2020 and \$1,250 in May 2021. Not to exceed 2,500 each. (Budget #0111555103-1101)	8/11/2020 - 05/28/2021
PR21-00407	DiLuigi	Jessica	Educational Services	Teacher	Stipend	Participating teachers are part of the GATE Certificate Class for the 2020/2021 school year. Teachers are to be paid a stipend of \$1,250 in December 2020 and \$1,250 in May 2021. Not to exceed 2,500 each. (Budget #0111555103-1101)	8/11/2020 - 05/28/2021
PR21-00408	Petris	Rudolph	Educational Services	Teacher	Stipend	Pay stipend, NTE \$2,000, for service as GATE Talent Academy Coordinator. The teacher is to be paid a stipend of \$1,000 in December 2020 and \$1,000 in May 2021. (Budget #0111555103-1101)	8/11/2020 - 05/28/2021
PR21-00418	Partida	Rebecca	Golden Hill	Teacher	Stipend	Approve stipend of \$120 for participation in caseload/scheduling meeting (Budget #0130215101-1101)	8/3/2020 - 8/6/2020
PR21-00418	McCreary	Elizabeth	Golden Hill	Teacher	Stipend	Approve stipend of \$120 for participation in caseload/scheduling meeting (Budget #0130215101-1101)	8/3/2020 - 8/6/2020

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 September 22, 2020.

Clerk/Secretary

CONSENT ITEM

DATE: September 22, 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: September 22, 2020

SITE	DONOR	RELATIONSHIP	DONATION	PURPOSE	AMOUNT
Acacia Elementary	Acacia Elementary PTA	PTA	Monetary donation	Various school programs and needs	\$1,999.49
Beechwood School	Beechwood School PTSA	PTA	Monetary donation	2020/2021 school planners for students	\$2,211.00
Educational Services	St. Jude Medical Center	Community Partner	Monetary donation	FSD Wellness Program - "Move More, Eat Healthy" Initiative	\$8,225.00
Innovation & Instructional Support	Michael and Susan Dell Foundation	Community Partner	Monetary donation	Ed-Fi: Student data dashboard project	\$100,000.00
Laguna Road Elementary	Korean Consulate General (Education Center)	Community Partner	Monetary donation	Korean Language Enrichment	\$400.00
Richman Elementary	Power Foundation Inc.	Community Partner	Monetary donation	Headsets for students at Richman	\$3,750.00
Sunset Lane Elementary	Sunset Lane Education Foundation	Community Partner	Monetary donation	Accelerated Reader and IXL for school wide use	\$23,884.00
Sunset Lane Elementary	Sunset Lane Elementary PTA	PTA	Monetary donation	Scholastic Studies Weekly for 4th and 5th grades	\$2,055.88
Sunset Lane Elementary	Jose Lopez and Veronica Gutierrez Lopez	Parent	Monetary donation	Kindergarten (Morgan; Room K2)	\$200.00
Superintendent's Office	ICNA Relief	Community Partner	1,200 backpack and supplies for FSD students	COVID-19 donation	N/A

CONSENT ITEM

DATE: September 22, 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 P22C0002, P22D0017 THROUGH P22D0029, P22E0008 THROUGH P22E0021, P22M0098 THROUGH P22M0137, P22R0180 THROUGH P22R0289, P22T0010 THROUGH P22T0014, P22V0058 THROUGH P22V0074, P22X0220 THROUGH P22X0265, P22Z0074 THROUGH P22Z0075 FOR THE 2020/2021 SCHOOL YEAR

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

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

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

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify Purchase Orders numbered P22C0002, P22D0017 through P22D0029, P22E0008 through P22E0021, P22M0098 through P22M0137, P22R0180 through P22R0289, P22T0010 through P22T0014, P22V0058 through P22V0074, P22X0220 through P22X0265, P22Z0074 through P22Z0075 for the 2020/2021 school year.

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PURCHASE ORDER DETAIL REPORT
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<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P22C0002	ORANGE CNTY DEPARTMENT OF EDUC	200.00	200.00	0142054201 5210	Special Ed Administration / Conferences and Meetings
P22D0017	AMAZON.COM	1,735.41	1,735.41	0111923101 4310	Phelps Grant Parks / Materials and Supplies Instr
P22D0019	AMAZON.COM	1,355.13	1,355.13	0111923101 4310	Phelps Grant Parks / Materials and Supplies Instr
P22D0020	SUPPLY MASTER	803.82	803.82	0130221101 4310	LCFF Suppl Instr Orangethorpe / Materials and Supplies
P22D0021	SCHOOL SPECIALTY	5,403.69	5,403.69	0130218101 4310	LCFF Suppl Instr Laguna Road / Materials and Supplies
P22D0022	SCHOLASTIC MAGAZINES	6,540.36	6,540.36	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
P22D0023	STUDIES WEEKLY INC	5,405.22	5,405.22	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
P22D0024	SCHOOLSIN	3,594.12	3,594.12	0111621107 4310	Cotsen Foundation Instr OT / Materials and Supplies Instr
P22D0025	PRESSAVVY INC.	22,577.82	22,577.82	0138952101 4310	Low Performing Student Instr / Materials and Supplies Instr
P22D0026	NATUS MEDICAL INCORPORATED	224.00	224.00	0151354341 5800	Health Services / Other Contracted Services
P22D0027	PERMA BOUND	1,027.82	1,027.82	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
P22D0028	ROCHESTER 100 INC	540.00	540.00	0130221101 4310	LCFF Suppl Instr Orangethorpe / Materials and Supplies
P22D0029	AMAZON.COM	267.20	267.20	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
P22E0008	SEIBERT, SANDRA	288.55	288.55	0121219101 4310	Title I Maple Instruction / Materials and Supplies Instr
P22E0009	ASCARI, PATRICIA	157.41	157.41	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
P22E0010	SHIM, JINI	168.00	168.00	0122452101 4310	Title III Limited Engl Central / Materials and Supplies Inst
P22E0011	KAWAGUCHI, TERI	55.44	55.44	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
P22E0012	GRAHAM, JULIE	201.03	201.03	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
P22E0013	SEIBERT, SANDRA	45.15	45.15	0121219101 4310	Title I Maple Instruction / Materials and Supplies Instr
P22E0014	CHOI, CONNIE	200.71	200.71	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
P22E0015	LAO, JENEL	220.49	220.49	0150855359 4350	District Testing / Materials and Supplies Office
P22E0016	FONSECA, JUAN	111.69	111.69	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
P22E0017	SONNY, MARISA	50.00	50.00	0130252101 4310	LCFF Suppl Instr District / Materials and Supplies Instr
P22E0018	ETTINGER, JULIANNE	205.17	205.17	0130252101 4310	LCFF Suppl Instr District / Materials and Supplies Instr

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P22E0019	MCCORMICK, RACHEL	84.74	84.74	0130220101 5800	LCFF Supplemental Inst Nicolas / Other Contracted
P22E0020	FAUR, JULEEN	67.41	67.41	0130226101 4310	LCFF Suppl Instr Rolling Hills / Materials and Supplies Inst
P22E0021	ANGULO, AMBER	112.60	112.60	0130226101 4310	LCFF Suppl Instr Rolling Hills / Materials and Supplies Inst
P22M0098	SUPERIOR SIGNS AND GRAPHICS	1,090.32	1,090.32	0154350799 4363	COVID 19 EMERGENCY / Materials and Supplies Repairs
P22M0099	MONTGOMERY HARDWARE COMPANY	2,181.45	2,181.45	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
P22M0100	TOM'S PLUMBING SERVICE INC	3,600.00	3,600.00	0154350799 6410	COVID 19 EMERGENCY / New Equip Less Than \$10,000
P22M0101	LOWES HIW INC	286.29	286.29	0154350799 4363	COVID 19 EMERGENCY / Materials and Supplies Repairs
P22M0102	LOWES HIW INC	163.69	163.69	0154350799 4363	COVID 19 EMERGENCY / Materials and Supplies Repairs
P22M0103	LOWES HIW INC	673.18	673.18	0154350799 4363	COVID 19 EMERGENCY / Materials and Supplies Repairs
P22M0104	LOWES HIW INC	53.93	53.93	0154350799 4363	COVID 19 EMERGENCY / Materials and Supplies Repairs
P22M0105	HOME DEPOT, THE	266.96	266.96	0154350799 4363	COVID 19 EMERGENCY / Materials and Supplies Repairs
P22M0106	HOME DEPOT, THE	295.50	295.50	0154350799 4363	COVID 19 EMERGENCY / Materials and Supplies Repairs
P22M0107	HOME DEPOT, THE	289.13	289.13	0154350799 4363	COVID 19 EMERGENCY / Materials and Supplies Repairs
P22M0111	GRAINGER INC, WW	2,402.43	2,402.43	0154350799 4363	COVID 19 EMERGENCY / Materials and Supplies Repairs
P22M0112	FULLERTON FIRE DEPARTMENT	106.00	106.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
P22M0113	FULLERTON FIRE DEPARTMENT	106.00	106.00	0153353859 5899	Maintenance Facilities DC / Other Expenses
P22M0114	HOME DEPOT, THE	779.30	779.30	0154350799 4363	COVID 19 EMERGENCY / Materials and Supplies Repairs
P22M0115	LOWES HIW INC	554.81	554.81	0154350799 4363	COVID 19 EMERGENCY / Materials and Supplies Repairs
P22M0116	LOWES HIW INC	42.24	42.24	0154350799 4363	COVID 19 EMERGENCY / Materials and Supplies Repairs
P22M0117	GLASBY MAINTENANCE SUPPLY COMP	31,745.84	31,745.84	0154350799 4363	COVID 19 EMERGENCY / Materials and Supplies Repairs
P22M0118	HOME DEPOT, THE	193.16	193.16	0154350799 4363	COVID 19 EMERGENCY / Materials and Supplies Repairs
P22M0119	ORANGE COUNTY PUBLIC SAFETY	13,566.00	13,566.00	0154350799 5800	COVID 19 EMERGENCY / Other Contracted Services
P22M0120	MONTGOMERY HARDWARE COMPANY	2,404.47	2,404.47	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
P22M0121	ARCHITECTURE 9 PLLLP	9,200.00	9,200.00	0153353859 5805	Maintenance Facilities DC / Consultants

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P22M0122	ARCHITECTURE 9 PLLLP	9,200.00	9,200.00	0153353859 5805	Maintenance Facilities DC / Consultants
P22M0123	HOME DEPOT, THE	104.41	104.41	0154350799 4363	COVID 19 EMERGENCY / Materials and Supplies Repairs
P22M0124	GLASBY MAINTENANCE SUPPLY COMP	26,668.13	26,668.13	0154350799 4363	COVID 19 EMERGENCY / Materials and Supplies Repairs
P22M0125	PLUMBING AND INDUSTRIAL SUPPLY	294.68	294.68	0154350799 4363	COVID 19 EMERGENCY / Materials and Supplies Repairs
P22M0126	GLASBY MAINTENANCE SUPPLY COMP	353.18	353.18	0154350799 4363	COVID 19 EMERGENCY / Materials and Supplies Repairs
P22M0127	HOME DEPOT, THE	406.81	406.81	0154350799 4363	COVID 19 EMERGENCY / Materials and Supplies Repairs
P22M0128	GRAINGER INC, WW	94.36	94.36	0154350799 4363	COVID 19 EMERGENCY / Materials and Supplies Repairs
P22M0129	LOWES HIW INC	993.35	993.35	0154350799 4363	COVID 19 EMERGENCY / Materials and Supplies Repairs
P22M0130	LOWES HIW INC	552.71	552.71	0154350799 4363	COVID 19 EMERGENCY / Materials and Supplies Repairs
P22M0131	HOME DEPOT, THE	79.54	79.54	0154350799 4363	COVID 19 EMERGENCY / Materials and Supplies Repairs
P22M0132	GLASBY MAINTENANCE SUPPLY COMP	736.82	736.82	0154350799 4363	COVID 19 EMERGENCY / Materials and Supplies Repairs
P22M0133	HOME DEPOT, THE	369.66	369.66	0154350799 4363	COVID 19 EMERGENCY / Materials and Supplies Repairs
P22M0134	HOME DEPOT, THE	424.56	424.56	0154350799 4363	COVID 19 EMERGENCY / Materials and Supplies Repairs
P22M0135	HOME DEPOT, THE	494.24	494.24	0154350799 4363	COVID 19 EMERGENCY / Materials and Supplies Repairs
P22M0136	HOME DEPOT, THE	182.88	182.88	0154350799 4363	COVID 19 EMERGENCY / Materials and Supplies Repairs
P22M0137	HOME DEPOT, THE	456.67	456.67	0154350799 4363	COVID 19 EMERGENCY / Materials and Supplies Repairs
P22R0180	AMAZON.COM	36.75	36.75	0140155239 4310	Curriculum Development Discret / Materials and Supplies
P22R0181	APPLE COMPUTER INC	859.85	859.85	0140155239 4310	Curriculum Development Discret / Materials and Supplies
P22R0183	SCHOOL HEALTH CORPORATION	120.92	120.92	0130426279 4350	LCFF Base Admin Rolling Hills / Materials and Supplies
P22R0184	RIVERSIDE INSIGHTS	1,075.57	1,075.57	0113054101 4315	Resource Specialist Program / Materials Test Kits Protocols
P22R0237	SCREENCASTIFY LLC	15,000.00	15,000.00	0154350109 4310	COVID 19 Instruction / Materials and Supplies Instr
P22R0238	ZOOM VIDEO COMMUNICATIONS INC	7,500.00	7,500.00	0154350109 5800	COVID 19 Instruction / Other Contracted Services
P22R0239	IXL MEMBERSHIP SERVICES	10,750.00	10,750.00	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
P22R0242	AMAZON.COM	1,581.54	1,581.54	0121552101 4310	Title IV Part A ESSA Instr / Materials and Supplies Instr

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P22R0243	AMAZON.COM	81.88	81.88	0130426279 4350	LCFF Base Admin Rolling Hills / Materials and Supplies
P22R0244	AMAZON.COM	31.76	31.76	0140155239 4310	Curriculum Development Discret / Materials and Supplies
P22R0245	FULLERTON COLLABORATIVE	1,400.00	1,400.00	0151055339 5310	Child Welfare and AttendanceDC / Dues and Memberships
P22R0246	HEINEMANN PUBLISHING	800.00	800.00	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
P22R0247	GLASBY MAINTENANCE SUPPLY COMP	30,040.70	30,040.70	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
P22R0248	SUPPLY MASTER	343.72	343.72	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
P22R0249	AMAZON.COM	1,137.50	1,137.50	0125554101 4310	LEA Medi Cal Reimb Instr / Materials and Supplies Instr
P22R0250	SOUTHWEST SCHOOL AND OFFICE SU	27,465.48	27,465.48	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
P22R0251	DISCOUNT SCHOOL SUPPLY	323.66	323.66	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
P22R0252	IMAGINAVI INC	1,776.15	1,776.15	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
P22R0253	MAKEMUSIC INC	1,971.83	645.00	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
			1,326.83	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
P22R0254	COMPANION CORPORATION	34,504.00	34,504.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
P22R0255	SOUTHWEST SCHOOL AND OFFICE SU	6,788.25	6,788.25	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
P22R0256	KIM, MINJUNG	1,829.89	1,829.89	0142054201 5828	Special Ed Administration / Settlements
P22R0257	EVOLLVE INC	98,914.50	98,914.50	0150855109 4310	District Testing Instruction / Materials and Supplies Instr
P22R0258	AMAZON.COM	23,867.16	23,867.16	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
P22R0259	CDW.G	751.05	751.05	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
P22R0260	VOCABULARY.COM	3,840.00	3,840.00	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
P22R0261	WINNOW AND GLEAN	8,000.00	8,000.00	0154350109 4310	COVID 19 Instruction / Materials and Supplies Instr
P22R0263	N2Y	4,406.55	4,406.55	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
P22R0264	SOUTHERN CALIFORNIA SUPERINTEN	150.00	150.00	0152657719 5310	Superintendent Discret / Dues and Memberships
P22R0265	CANELA SOFTWARE	928.00	928.00	0125554341 4310	LEA Medi Cal Reimb Health Svcs / Materials and Supplies
P22R0266	MACGILL AND COMPANY	2,328.75	2,328.75	0125554341 4310	LEA Medi Cal Reimb Health Svcs / Materials and Supplies

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P22R0267	AMAZON.COM	312.37	312.37	0140155239 4310	Curriculum Development Discret / Materials and Supplies
P22R0268	S&S WORLDWIDE INC	984.49	984.49	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
P22R0269	AMAZON.COM	69.11	69.11	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
P22R0270	LEARNING A TO Z	584.85	584.85	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
P22R0271	AMAZON.COM	54.79	54.79	0112254101 4310	Special Day Class MM Instr / Materials and Supplies Instr
P22R0272	HEINEMANN PUBLISHING	2,715.61	2,715.61	0181250101 4100	Lottery Textbook Instr Exp / Textbooks
P22R0273	MCGRAW HILL EDUCATION INC	4,779.60	4,779.60	0181250101 4100	Lottery Textbook Instr Exp / Textbooks
P22R0274	HOUGHTON MIFFLIN COMPANY	585.89	585.89	0181250101 4100	Lottery Textbook Instr Exp / Textbooks
P22R0275	CDW.G	52,797.50	52,797.50	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
P22R0276	POWERSCHOOL GROUP LLC	7,200.00	7,200.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
P22R0277	GST INC	31,535.86	31,535.86	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
P22R0278	PEARSON ASSESSMENT INC	580.44	580.44	0111654101 4315	Early Lrning Incl PreSchl Inst / Materials Test Kits Protoco
P22R0279	CDW.G	700.38	700.38	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
P22R0281	POWERSCHOOL GROUP LLC	9,091.49	9,091.49	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
P22R0282	ORANGE COUNTY SCHOOL BOARDS AS	250.00	250.00	0152557709 5310	Board Discret / Dues and Memberships
P22R0283	FULLERTON CHAMBER OF COMMERCE	570.00	570.00	0152657719 5310	Superintendent Discret / Dues and Memberships
P22R0284	ASSOC OF CA SCHOOL ADMINISTRAT	660.00	660.00	0152657719 5310	Superintendent Discret / Dues and Memberships
P22R0285	ASSOC OF CA SCHOOL ADMINISTRAT	1,857.40	1,857.40	0152657719 5310	Superintendent Discret / Dues and Memberships
P22R0286	ROTARY CLUB OF FULLERTON	1,800.00	1,800.00	0152657719 5310	Superintendent Discret / Dues and Memberships
P22R0287	CALIFORNIA SCHOOL BOARDS ASSOC	17,936.00	17,936.00	0152557709 5310	Board Discret / Dues and Memberships
P22R0288	LEADERSHIP ASSOCIATES	2,500.00	2,500.00	0152557709 5805	Board Discret / Consultants
P22R0289	CALIFORNIA SCHOOL BOARDS ASSOC	2,700.00	2,700.00	0152557709 5805	Board Discret / Consultants
P22T0010	SELMAN CHEVROLET COMPANY	692.93	692.93	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
P22T0011	FASTSIGNS OF FULLEROTN	3,618.73	3,618.73	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office

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P22T0012	GLASBY MAINTENANCE SUPPLY COMP	1,543.97	1,543.97	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
P22T0013	APPLE COMPUTER INC	802.74	802.74	0156556369 4350	Home to Sch Transportation DC / Materials and Supplies
P22T0014	SUPPLY MASTER	214.42	214.42	0156556369 4350	Home to Sch Transportation DC / Materials and Supplies
P22V0058	GLASBY MAINTENANCE SUPPLY COMP	5,866.99	5,866.99	0154350799 6410	COVID 19 EMERGENCY / New Equip Less Than \$10,000
P22V0059	MCMASTER CARR SUPPLY COMPANY	1,207.92	1,207.92	0154350799 4363	COVID 19 EMERGENCY / Materials and Supplies Repairs
P22V0060	GOPHER SPORT	572.60	572.60	0130426109 6410	LCFF Base Instr Rolling Hills / New Equip Less Than
P22V0061	KIMBALL MIDWEST	591.55	591.55	0156556369 6410	Home to Sch Transportation DC / New Equip Less Than
P22V0062	CDW.G	399,537.00	399,537.00	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
P22V0063	PORTABLE COOLERS SALES AND REN	2,369.42	2,369.42	0154350799 6410	COVID 19 EMERGENCY / New Equip Less Than \$10,000
P22V0064	PORTABLE COOLERS SALES AND REN	2,908.17	2,908.17	0154350799 6410	COVID 19 EMERGENCY / New Equip Less Than \$10,000
P22V0065	LIGHTSPEED TECHNOLOGIES INC	56,289.93	56,289.93	0154350109 6410	COVID 19 Instruction / New Equip Less Than \$10,000
P22V0066	APPLE COMPUTER INC	111,740.44	111,740.44	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
P22V0067	US AIR CONDITIONING DISTRIBUTO	1,304.37	1,304.37	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than \$10,000
P22V0068	MCMASTER CARR SUPPLY COMPANY	792.34	792.34	0154350799 6410	COVID 19 EMERGENCY / New Equip Less Than \$10,000
P22V0069	APPLE COMPUTER INC	2,101.89	2,101.89	0133452101 6410	K12 Strong Workforce rnd2 Inst / New Equip Less Than
P22V0070	CDW.G	2,762.69	2,762.69	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
P22V0072	APPLE COMPUTER INC	1,834.67	1,834.67	0160690371 6450	Food Services / Repl Equip Less Than \$10,000
P22V0073	CDW.G	6,331.69	858.38	0156556369 4350	Home to Sch Transportation DC / Materials and Supplies
			5,473.31	0156556369 6410	Home to Sch Transportation DC / New Equip Less Than
P22V0074	APPLE COMPUTER INC	4,057.57	4,057.57	0138952101 6410	Low Performing Student Instr / New Equip Less Than
P22X0220	VENTURA-CRUESS, EMMANUEL	13,500.00	13,500.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
P22X0242	SOUTHWEST SCHOOL AND OFFICE SU	15,000.00	15,000.00	0130430109 4310	LCFF Base Instruction Fisler / Materials and Supplies Instr
P22X0243	ALLEN, MYRA	3,500.00	3,500.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
P22X0244	BERGMAN, JILL	13,500.00	13,500.00	0131655109 5805	Visual Performing Arts Instruc / Consultants

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P22X0245	VERIZON WIRELESS	2,600.00	2,600.00	0152055779 5900	Education Services Discret / Communications
P22X0246	BELLFLOWER MUSIC CENTER	2,000.00	2,000.00	0141655101 4310	Fine Arts Donations Instr / Materials and Supplies Instr
P22X0247	PEPPER MUSIC, J W	700.00	700.00	0141655101 4310	Fine Arts Donations Instr / Materials and Supplies Instr
P22X0248	BELLFLOWER MUSIC CENTER	1,300.00	1,300.00	0141655101 4310	Fine Arts Donations Instr / Materials and Supplies Instr
P22X0249	CELL BUSINESS EQUIPMENT	200,750.00	400.00	0111555213 5640	Gifted Talented Ed Supervision / Repairs by Vendors
			4,500.00	0121221101 5640	Title I Orangethorpe Instr / Repairs by Vendors
			5,400.00	0121222101 5640	Title I Pacific Drive Instr / Repairs by Vendors
			2,400.00	0121228101 5640	Title I Valencia Park / Repairs by Vendors
			7,100.00	0130219101 5640	LCFF Supplemental Instr Maple / Repairs by Vendors
			3,000.00	0130221101 5640	LCFF Suppl Instr Orangethorpe / Repairs by Vendors
			1,800.00	0130222101 5640	LCFF Suppl Instr Pacific Drive / Repairs by Vendors
			3,000.00	0130224101 5640	LCFF Suppl Instr Raymond / Repairs by Vendors
			5,600.00	0130228101 5640	LCFF Suppl Instr Valencia Park / Repairs by Vendors
			1,450.00	0130230109 5640	/ Repairs by Vendors
			8,500.00	0130410109 5640	LCFF Base Instr Acacia / Repairs by Vendors
			8,100.00	0130411109 5640	LCFF Base Instr Beechwood / Repairs by Vendors
			5,300.00	0130412109 5640	LCFF Base Instr Commonwealth / Repairs by Vendors
			5,000.00	0130413109 5640	LCFF Base Instruction Fern Dr / Repairs by Vendors
			7,000.00	0130415109 5640	LCFF Base Instr Golden Hill / Repairs by Vendors
			6,000.00	0130416109 5640	LCFF Base Instr Hermosa Drive / Repairs by Vendors
			13,000.00	0130417109 5640	LCFF Base Instr Ladera Vista / Repairs by Vendors
			9,000.00	0130418109 5640	LCFF Base Instr Laguna Road / Repairs by Vendors
			6,800.00	0130420109 5640	LCFF Base Instruction Nicolas / Repairs by Vendors
			600.00	0130420279 5640	LCFF Base Admin Nicolas / Repairs by Vendors
			9,200.00	0130423109 5640	LCFF Base Instruction Parks / Repairs by Vendors
			3,000.00	0130424109 5640	LCFF Base Instruction Raymond / Repairs by Vendors
			9,800.00	0130425109 5640	LCFF Base Instruction Richman / Repairs by Vendors
			9,600.00	0130426109 5640	LCFF Base Instr Rolling Hills / Repairs by Vendors
			13,200.00	0130427109 5640	LCFF Base Instr Sunset Lane / Repairs by Vendors
			7,700.00	0130429279 5640	LCFF Base Admin Woodcrest / Repairs by Vendors

**FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 09/22/2020**

FROM 08/21/2020 TO 09/03/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P22X0249	*** CONTINUED ***				
			8,500.00	0130430109 5640	LCFF Base Instruction Fisler / Repairs by Vendors
			200.00	0131655279 5640	Visual Performing Arts Adm Dis / Repairs by Vendors
			200.00	0132952101 5640	AftrSchlEdSfty Cohort 6 Instr / Repairs by Vendors
			400.00	0135555223 5640	BTSA Staff Development / Repairs by Vendors
			500.00	0140955249 5640	Info Systems Serv Media DC / Repairs by Vendors
			9,900.00	0142054201 5640	Special Ed Administration / Repairs by Vendors
			500.00	0150855359 5640	District Testing / Repairs by Vendors
			3,000.00	0152055779 5640	Education Services Discret / Repairs by Vendors
			2,000.00	0152151749 5640	Personnel Serv Certificated DC / Repairs by Vendors
			900.00	0152258749 5640	Personnel Commission Discret / Repairs by Vendors
			2,300.00	0152657719 5640	Superintendent Discret / Repairs by Vendors
			4,500.00	0153050799 5640	Business Administration DC / Repairs by Vendors
			200.00	0153150759 5640	Warehouse DC / Repairs by Vendors
			2,000.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
			1,000.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
			3,000.00	0160690371 5640	Food Services / Repairs by Vendors
			3,800.00	1208555271 5640	Fee Based Childcare Admin / Repairs by Vendors
			1,400.00	8152451741 5640	Property and Liability / Repairs by Vendors
P22X0250	SOUTHWEST SCHOOL AND OFFICE SU	2,000.00	2,000.00	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
P22X0251	BOYS AND GIRLS CLUB OF FULLERTON	175,881.60	175,881.60	0132952101 5805	AftrSchlEdSfty Cohort 6 Instr / Consultants
P22X0252	COSTCO WHOLESALE	1,000.00	1,000.00	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
P22X0253	COSTCO WHOLESALE	1,000.00	1,000.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
P22X0254	RUSSO FLECK AND ASSOCIATES	25,000.00	25,000.00	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency
P22X0255	SOTER TECHNOLOGIES	300.00	300.00	0130417109 5640	LCFF Base Instr Ladera Vista / Repairs by Vendors
P22X0256	ESHMAN, DANITA	10,000.00	10,000.00	0171054101 5805	Outside Services ICA NPA NPS / Consultants
P22X0257	CALTRIDER, EMMA	8,400.00	8,400.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
P22X0258	FERRANTE, SUSAN MARIE	4,500.00	4,500.00	0131655109 5805	Visual Performing Arts Instruc / Consultants

**FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 09/22/2020**

FROM 08/21/2020 TO 09/03/2020

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P22X0259	SHARPE, SHANNON	15,000.00	15,000.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
P22X0260	ENGLAND, KATHERINE	20,000.00	20,000.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
P22X0261	VERIZON WIRELESS	600.00	600.00	0152657719 5900	Superintendent Discret / Communications
P22X0262	LOZANO SMITH ATTORNEYS AT LAW	50,000.00	50,000.00	0142054201 5825	Special Ed Administration / Legal Assistance
P22X0263	VERIZON WIRELESS	1,508.50	1,508.50	0111054101 5900	Home Hospital Instruction / Communications
P22X0264	GOMEZ AND ASSOCIATES INC	10,000.00	10,000.00	0171054101 5805	Outside Services ICA NPA NPS / Consultants
P22X0265	TASHA'S TRAINING AND CONSULTIN	50,000.00	50,000.00	0150454181 5805	Mental Health Support NPA NPS / Consultants
P22Z0074	LA HABRA FENCE COMPANY INC	5,000.00	5,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22Z0075	K AND S EQUIPMENT SERVICES	5,000.00	5,000.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
	Fund 01 Total:	1,828,600.90			
	Fund 12 Total:	7,108.15			
	Fund 81 Total:	1,400.00			
	Total Amount of Purchase Orders:	1,837,109.05			

Addendum to:

Purchase Orders Report

Board of Trustees Meeting 9/22/2020

The following PO's were printed out of sequence and will appear within next reporting period:					
PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AM	ACCOUNT NUMBER	PSEUDO/OBJECT DESCRIPTION
P22R0262	Curriculum Associates	\$158,915.30	\$158,915.30	0130217101-4310	LCFF Supplemental Instr LV/Materials and Supplies Instr
P22R0280	Hear and C	\$1,980.00	\$1,980.00	0151354341-5800	Health Services/Other Contracted Services

FULLERTON ELEMENTARY

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES MEETING 09/22/2020**

FROM 08/21/2020 TO 09/03/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P22M0025	NATIONAL CONSTRUCTION RENTALS	937.49	+460.08	0153353859 5899	Maintenance Facilities DC / Other Expenses
P22X0116	VERIZON WIRELESS	158,597.00	+132,000.00	0154350109 5900	COVID 19 Instruction / Communications
			-196,403.00	0154350799 5900	COVID 19 EMERGENCY / Communications
		Fund 01 Total:	-63,942.92		
		Total Amount of Change Orders:	-63,942.92		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

09/22/2020

FROM 08/21/2020 TO 09/03/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P22D0018	DOLLARDAYS INTERNATIONAL INC	1,322.11	1,322.11	0130221101 4310	LCFF Suppl Instr Orangethorpe / Materials and Supplies
P22M0108	MCMASTER CARR SUPPLY COMPANY	792.34	792.34	0154350799 6410	COVID 19 EMERGENCY / New Equip Less Than
P22R0024	CC-PURCHASING	3,148.95	3,148.95	0181230101 4310	Instr Mat Lottery Fisler Instr / Materials and Supplies Inst
P22X0221	SHARPE, SHANNON	15,000.00	15,000.00	0131655109 5805	Visual Performing Arts Instruc / Consultants
	Fund 01 Total:	20,263.40	20,263.40		
	Total Amount of Purchase Orders:	20,263.40	20,263.40		

CONSENT ITEM

DATE: September 22, 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 230106 THROUGH 230123 FOR THE 2020/2021 SCHOOL
YEAR

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated August 21, 2020 through September 8, 2020 contains purchase orders numbered 230106 through 230123 for the 2020/2021 school year totaling \$103,495.63.

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 230106 through 230123 for the 2020/2021 school year.

RC:MB:tg
Attachment

Purchase Orders - Detail

9/4/2020 5:18:26 PM

Fullerton School District

Show all data where the Order Date is between 8/21/2020 and 9/3/2020

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Driftwood Dairy, Inc.	230112	8/28/2020	9/30/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1000	EA	997004	Non Fat Milk, 1/2PT Eco #12049	\$0.3139	\$313.90	
30000	EA	997007	Lowfat Milk, 1% Pouch 1/2 PT #13090	\$0.2510	\$7,530.00	
30000	EA	997009	CHOC Milk, NonFat 1/2 PT Pouch #16090	\$0.2383	\$7,149.00	
50	CS	997031	Soy Milk, Vanilla 18/8oz #45876	\$14.0000	\$700.00	
15000	each	997032	Yogurt, 1/2 pt., Assorted Flavors	\$0.5204	\$7,806.00	
50	EA	997092	Yogurt, Vanilla LF 32lb #52935	\$32.9500	\$1,647.50	
					Sales Tax:	\$0.00
					P.O. Total:	\$25,146.40
						<input type="checkbox"/>
Driftwood Dairy, Inc.	230113	8/28/2020	9/30/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10	CS	10087	Creamer, Coffee DW Imit 3/8oz 400/cs #71001	\$8.9828	\$89.83	
10	CS	10088	Creamer, French Vanilla 1/2oz 288/cs #71003	\$24.7462	\$247.46	
5	EA	10081	Sour Cream Pint #50450	\$1.3592	\$6.80	
5	CS	10089	Cream Cheese, Cup 1oz 100/CS #60501	\$17.0000	\$85.00	
20	DZ	10073	Eggs, Large DZ #59110	\$1.7700	\$35.40	
					Sales Tax:	\$0.00
					P.O. Total:	\$464.49
						<input type="checkbox"/>
Driftwood Dairy, Inc.	230114	8/28/2020	9/30/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1000	EA	997100	Non Fat Milk, Mini 1/2PT #12049 (CACFP)	\$0.3139	\$313.90	
15000	EA	997099	Lowfat Milk,1% Pouch 1/2 pt #13090 (CACFP)	\$0.2510	\$3,765.00	
15000	EA	997101	Choc Milk, NonFat Pouch 1/2PT #16090 (CACFP)	\$0.2383	\$3,574.50	
					Sales Tax:	\$0.00
					P.O. Total:	\$7,653.40
					Vendor Total:	\$33,264.29
						<input type="checkbox"/>
Gold Star Foods Inc.	230106	8/24/2020	8/28/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
8	sack	4425	Flour, Wheat, All Purpose 25 lb. GS#100894	\$8.5200	\$68.16	
					Sales Tax:	\$0.00
					P.O. Total:	\$68.16
						<input type="checkbox"/>
Gold Star Foods Inc.	230107	8/24/2020	9/8/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
7	Case	123	Rotini Pasta GS#200404	\$23.6800	\$165.76	
					Sales Tax:	\$0.00
					P.O. Total:	\$165.76
						<input type="checkbox"/>
Gold Star Foods Inc.	230109	8/27/2020	9/22/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
40	case	30354	Muffin, Double Choc IW GS#134237 60/cs	\$28.2100	\$1,128.40	
20	case	30355	Concha, Variety Pack, IW GS#133841 84/cs	\$42.2400	\$844.80	
					Sales Tax:	\$0.00
					P.O. Total:	\$1,973.20
						<input type="checkbox"/>
Gold Star Foods Inc.	230117	9/1/2020	9/4/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
28	case	30347	Roll,Dinner,WhleGrainGS#102184 Shannons 1oz-120/cs	\$19.4400	\$544.32	

Purchase Orders - Detail

9/4/2020 5:18:26 PM

Fullerton School District

Show all data where the Order Date is between 8/21/2020 and 9/3/2020

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	230117	9/1/2020	9/4/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
			Sales Tax:			\$0.00
			P.O. Total:			\$544.32
Gold Star Foods Inc.	230118	9/1/2020	9/4/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
6	cs	4242	Sauce, Marinara, Packer #401456 Red Gold 6/10#		\$28.6500	\$171.90
			Sales Tax:			\$0.00
			P.O. Total:			\$171.90
Gold Star Foods Inc.	230119	9/2/2020	10/2/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
25	case	12001	Seeds, Chili Lime and Cranberry, GS#239336 250/cs		\$129.3300	\$3,233.25
			Sales Tax:			\$0.00
			P.O. Total:			\$3,233.25
Gold Star Foods Inc.	230120	9/3/2020	9/15/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
15	case	123	Cereal Bar GS#138743		\$49.1100	\$736.65
			Sales Tax:			\$0.00
			P.O. Total:			\$736.65
Gold Star Foods Inc.	230121	9/3/2020	9/8/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
15	Case	123	Cereal Bar GS#138743		\$49.1100	\$736.65
			Sales Tax:			\$0.00
			P.O. Total:			\$736.65
Gold Star Foods Inc.	230122	9/3/2020	9/29/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
15	Case	123	Cereal Bar		\$49.1100	\$736.65
			Sales Tax:			\$0.00
			P.O. Total:			\$736.65
Gold Star Foods Inc.	230123	9/3/2020	9/22/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
15	case	123	Cereal Bar		\$49.1100	\$736.65
			Sales Tax:			\$0.00
			P.O. Total:			\$736.65
Vendor Total:						\$9,103.19
P & R Paper Supply Company, Inc.	230115	8/31/2020	9/2/2020			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost
10	case	81028	Bag Chick-foi/w/pic Papercohi 444492 1M/case		\$27.5500	\$275.50
4	case	81027	Bag Chsburg-foi/w/pic Papercohi 300529 1M/case		\$27.5500	\$110.20
8	case	80017	Handi-Wipes/Towel, 11X24 MAP-HS8507 200/cs		\$16.2500	\$130.00
2	case	80016	Hairnets,Black, 22" CEL-HN400BK 10/144/cs		\$88.9000	\$177.80
1	case	88303	Tissue Menu 12x12 PCT 182135 5000/case		\$53.0000	\$53.00
			Sales Tax:			\$23.86
			P.O. Total:			\$770.36

Purchase Orders - Detail

9/4/2020 5:18:26 PM

Fullerton School District

Show all data where the Order Date is between 8/21/2020 and 9/3/2020

Vendor Name PO No. P.O. Date Date Needed Revised Needed Date Account No. Use Vendor Numbers

Vendor Total: \$770.36

ProGuard Service and Solutions 230116 8/31/2020 9/4/2020

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	case	70025	Detergent Metal Safe 4x8 capsules, #8000027	\$144.6800	\$289.36	
					Sales Tax:	\$22.43
					P.O. Total:	\$311.79
					Vendor Total:	\$311.79

Arrow Restaurant Equipment & Supplies 230108 8/25/2020 8/25/2020

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
8	ea	1	Serving Counter, Cambro Model#VBRLHD6110	\$1,665.0000	\$13,320.00	
16	ea	1	Versa Tray Rail Only, #VBRR6191	\$212.3000	\$3,396.80	
16	ea	1	Versa End Table w/ Arm, #VBRTBL191	\$214.5000	\$3,432.00	
40	ea	1	Buffet Camchiller, #CPB1220159	\$86.7500	\$3,470.00	
8	ea	1	Versa Well Cover, #VBRWC110	\$61.6500	\$493.20	
32	ea	1	Divider Bar,#DIV20135	\$4.6000	\$147.20	
					Sales Tax:	\$1,880.09
					P.O. Total:	\$26,139.29
					Vendor Total:	\$26,139.29

School Nutrition Association 230110 8/28/2020 8/28/2020 5210

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Membership Renewal - Nancy Wikes	\$130.0000	\$130.00	
1	ea	1	Processing Fee	\$2.5000	\$2.50	
					Sales Tax:	\$0.00
					P.O. Total:	\$132.50

School Nutrition Association 230111 8/28/2020 8/28/2020 5210

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
1	ea	1	Membership Renewal - Matthew Granados	\$36.0000	\$36.00	
1	ea	1	Processing Fee	\$2.5000	\$2.50	
					Sales Tax:	\$0.00
					P.O. Total:	\$38.50
					Vendor Total:	\$171.00

GRAND TOTAL \$36,495.63
(NET OF OPEN P.O.'S)

CONSENT ITEM

DATE: September 22, 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 129098 through 129248 FOR THE 2020/2021 SCHOOL YEAR

Background: Board approval is requested for warrant numbered 129098 through 129248 for the 2020/2021 school year. Warrants are issued by school districts as payment for goods and services.

Fund		Amount
01	General Fund	\$410,788.70
12	Child Development	\$2,600.20
25	Capital Facilities	\$17,011.48
68	Workers' Compensation	\$4,967.94
81	Property / Liability Insurance	\$834,445.36
Total		\$1,269,813.68

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

Funding: The total amount presented for approval is \$1,269,813.68 from funding sources reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 129098 through 129248 for the 2020/2021 school year.

RC:MG:yd

CONSENT ITEM

DATE: September 22, 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 14527 THROUGH 14583 FOR THE 2020/2021 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services warrants numbered 14527 through 14583 for the 2020/2021 school year.

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

Funding: Total cost not to exceed \$285,697.90, and is to be paid from Nutrition Services Budget.

Recommendation: Approve/Ratify Nutrition Services warrants numbered 14527 through 14583 for the 2020/2021 school year.

RC:MB:tg

CONSENT ITEM

DATE: September 22, 2020

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

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

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

SUBJECT: APPROVE NOTICE OF COMPLETION FOR NEW DIMENSION GENERAL CONSTRUCTION FOR THE DEMOLITION AND REMOVAL OF EXISTING DAMAGED ASPHALT CONCRETE, RAILINGS, AND THE INSTALLATION OF NEW RAMPS AND HANDRAILS AT THE DISTRICT TOSA BUILDING INSTRUCTIONAL RECORDING OFFICE

Background: On January 22, 2019, the Board of Trustees approved a unit price contract for general contractor services to New Dimension General Construction for services to be provided at various times throughout the school year. Currently, there is an increased need of repairs, installation, maintenance, and replacement work. This unit price contract allows the District to procure general contractor services on an as-needed basis. The removal of the existing damaged items helps ensure the safety of students and staff at various Fullerton School District school sites and office locations.

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

Funding: The completed contract amount not to exceed \$38,846.78 and is to be paid from the General Fund.

Recommendation: Approve Notice of Completion for New Dimension General Construction for the demolition and removal of existing damaged asphalt concrete, railings, and the installation of new ramps and handrails at the District TOSA Building Instructional Recording Office.

RC:SS:ys
Attachment

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

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

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

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Fullerton Elementary School District, 1401 W. Valencia Drive, Fullerton, CA 92833, the contract for the doing of which was heretofore entered into on the 22nd day of January 2019, which contract was made with New Dimension General Construction, of Anaheim Hills, CA, as contractor; that the work on said improvements was actually completed and accepted on the 22nd day of September 2020, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the Lesron Surety Insurance; that the property hereinafter referred to and on which said improvements were made is described as follows: New Dimensions General Construction, as part of the Unit Price Contract for General Construction, FSD Project Number FSD-18-19-GF-01, this particular project was for the demolition and removal of existing damaged asphalt concrete, railings, and the installation of new ramps and handrails at the District TOSA Building Instructional Recording Office.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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

STATE OF CALIFORNIA
COUNTY OF ORANGE

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

Notary Public in and for said County and State

CONSENT ITEM

DATE: September 22, 2020

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

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

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

SUBJECT: **APPROVE NOTICE OF COMPLETION FOR NEW DIMENSION GENERAL CONSTRUCTION FOR THE REMOVAL OF EXISTING GRASS AND SOIL AND TO POUR A NEW ASPHALT PAD FOR THE PLACEMENT OF A NEW MODULAR UNIT AT BEECHWOOD SCHOOL**

Background: On January 22, 2019, the Board of Trustees approved a unit price contract for general contractor services to New Dimension General Construction for services to be provided at various times throughout the school year. Currently, there is an increased need of repairs, installation, maintenance, and replacement work. This unit price contract allows the District to procure general contractor services on an as-needed basis. The removal of the existing grass and soil was necessary to accommodate a new asphalt foundation pad for the placement of a new modular classroom at Beechwood School.

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

Funding: The completed contract amount not to exceed \$54,483.03 is to be paid from the General Fund.

Recommendation: Approve Notice of Completion for New Dimension General Construction for the removal of existing grass and soil and to pour a new asphalt pad for the placement of a new modular unit at Beechwood School.

RC:SS:ys
Attachment

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

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

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

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Beechwood School, 780 Beechwood Ave., Fullerton, CA 92835, the contract for the doing of which was heretofore entered into on the 22nd day of January 2019, which contract was made with New Dimension General Construction, of Anaheim Hills, CA, as contractor; that the work on said improvements was actually completed and accepted on the 22nd day of September 2020, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the Lesron Surety Insurance; that the property hereinafter referred to and on which said improvements were made is described as follows: New Dimensions General Construction, as part of the Unit Price Contract for General Construction, FSD Project Number FSD-18-19-GF-01, this particular project was for the removal of the existing grass and soil to accommodate a new asphalt foundation pad for the placement of a new modular classroom at Beechwood School.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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

STATE OF CALIFORNIA
COUNTY OF ORANGE

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

Notary Public in and for said County and State

CONSENT ITEM

DATE: September 22, 2020

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

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

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

SUBJECT: **APPROVE NOTICE OF COMPLETION FOR KYA SERVICES, LLC, FOR COMMONWEALTH ELEMENTARY SPORT FIELD RESURFACING**

Background: On February 12, 2019, the Board of Trustees approved the award of a contract for KYA Services, LLC, Project No. 1-1-20896A, under the Board Approved California Multiple Award Schedules (CMAS), Contract Number 4-19-78-0089B, for the sport field resurfacing at Commonwealth Elementary School. The sport field surface located at Commonwealth Elementary was in need of repairs and thus was replaced with bounce back materials and underwent resurfacing for the safety of the students and staff.

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

Funding: The contract amount not to exceed \$103,041.51 will be paid from the Special Reserve Fund for Capital Outlay.

Recommendation: Approve Notice of Completion for KYA Services, LLC, for Commonwealth Elementary Sport Field Resurfacing.

RC:SS:ys
Attachment

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

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

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

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Commonwealth Elementary School, 2200 E. Commonwealth Ave, Fullerton, CA 92831, the contract for the doing of which was heretofore entered into on the 12th day of February, 2019, which contract was made with KYA Services, LLC, of Santa Ana, CA, as contractor; that the work on said improvements was actually completed and accepted on the 22nd-day of September 2020, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the International Fidelity Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: KYA Services, LLC, as part of the California Multiple Award Schedules (CMAS), Contract Number 4-19-78-0089B, Project No. 1-1-20896A was for the playground surface repairs and replacement with bounce back material for the safety of staff and students attending Commonwealth Elementary School.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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

STATE OF CALIFORNIA
COUNTY OF ORANGE

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

Notary Public in and for said County and State

CONSENT ITEM

DATE: September 22, 2020

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

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

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

SUBJECT: **APPROVE NOTICE OF COMPLETION FOR KYA SERVICES, LLC, FOR GOLDEN HILL ELEMENTARY SPORT FIELD RESURFACING**

Background: On February 12, 2019, the Board of Trustees approved the award of a contract for KYA Services, LLC, Project No. 1-1-20899B, under the Board Approved California Multiple Award Schedules (CMAS), Contract Number 4-19-78-0089B, for the sport field resurfacing as needed for various Fullerton School sites. The sport field surface located at Golden Hill Elementary was in need of repairs and thus was replaced with bounce back materials and underwent resurfacing for the safety of the students and staff.

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

Funding: The contract amount not to exceed \$99,100.84 will be paid from the Special Reserve Fund for Capital Outlay.

Recommendation: Approve Notice of Completion for KYA Services, LLC, for Golden Hill Elementary Sport Field Resurfacing.

RC:SS:ys
Attachment

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

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

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

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Golden Hill Elementary School, 732 Barris Drive, Fullerton, CA 92832, the contract for the doing of which was heretofore entered into on the 12th day of February, 2019, which contract was made with KYA Services, LLC, of Santa Ana, CA, as contractor; that the work on said improvements was actually completed and accepted on the 22nd-day of September 2020, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the International Fidelity Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: KYA Services, LLC, as part of the California Multiple Award Schedules (CMAS), Contract Number 4-19-78-0089B, Project No. 1-1-20899B was for the playground surface repairs and replacement with bounce back material for the safety of staff and students attending Golden Hill Elementary School.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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

STATE OF CALIFORNIA
COUNTY OF ORANGE

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

Notary Public in and for said County and State

CONSENT ITEM

DATE: September 22, 2020

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

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

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

SUBJECT: **APPROVE NOTICE OF COMPLETION FOR KYA SERVICES, LLC, FOR ROLLING HILLS ELEMENTARY SPORT FIELD RESURFACING**

Background: On February 12, 2019, the Board of Trustees approved the award of a contract for The KYA Services, LLC, Project No. 1-1-20897A under the Board Approved California Multiple Award Schedules (CMAS), Contract Number 4-19-78-0089B, for the sport field resurfacing as needed for various Fullerton School sites. The sport field surface located at Rolling Hills Elementary was in need of repairs and thus was replaced with bounce back materials and underwent resurfacing for the safety of the students and staff.

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

Funding: The contract amount not to exceed \$121,707.24 will be paid from the Special Reserve Fund for Capital Outlay.

Recommendation: Approve Notice of Completion for KYA Services, LLC, for Rolling Hills Elementary Sport Field Resurfacing.

RC:SS:ys
Attachment

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

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

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

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Rolling Hills Elementary School, 1460 E Rolling Hills Drive, Fullerton, CA 92832, the contract for the doing of which was heretofore entered into on the 12th day of February, 2019, which contract was made with KYA Services, LLC, of Santa Ana, CA, as contractor; that the work on said improvements was actually completed and accepted on the 22nd -day of September 2020, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the International Fidelity Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: KYA Services, LLC, as part of the California Multiple Award Schedules (CMAS), Contract Number 4-19-78-0089B, Project No. 1-1-20897A was for the playground surface repairs and replacement with bounce back materials for the safety of students and staff attending Rolling Hills Elementary.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

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

STATE OF CALIFORNIA
COUNTY OF ORANGE

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

Notary Public in and for said County and State

CONSENT ITEM

DATE: September 22, 2020

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

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

PREPARED BY: Robin Gilligan, Ed.D, Director, Student Support Services

SUBJECT: **APPROVE RECURRING INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ACTIVE STEPS FOR BEHAVIOR AND MENTAL HEALTH SERVICES EFFECTIVE SEPTEMBER 23, 2020 THROUGH JUNE 30, 2021**

Background: Independent contractors are occasionally utilized to provide specific services that the District determines are necessary to meet student needs.

Rationale: Current rates are as follows:

1:1 Behavior Technician	\$ 51/hour
Clinical Supervision – Master Level	\$ 80/hour
Clinical Supervision – BCBA	\$100/hour
Functional Behavior Assessment – Master Level	\$ 80/hour
Functional Behavior Assessment – BCBA	\$ 98/hour
Group Training	\$ 98/hour

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

Recommendation: Approve recurring Independent Contractor Agreement between Fullerton School District and Active Steps for behavior and mental health services effective September 23, 2020 through June 30, 2021.

JL:RG:vm
Attachment

2020-2021 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as “District,” and **ACTIVE STEPS**, 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 Educationally Related Mental Health Services, hereinafter referred to as “Services”.**
2. Term. Contractor shall commence providing Services under this Agreement on **September 23, 2020** and will diligently perform as required and complete performance by **June 30, 2021**.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Fifty Thousand dollars (\$50,000)**. District shall pay Contractor according to the following terms and conditions:
 4. 1:1 Behavior Technician \$51/hour
 5. Clinical Supervision – Master Level \$80/hour
 6. Clinical Supervision – BCBA \$100/hour
 7. Functional Behavior Assessment – Master Level \$80/hour
 8. Functional Behavior Assessment – BCBA \$98/hour
 9. Group Training \$98/hour

Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.

10. 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.**

11. 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.

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

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

13. 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.

14. 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.

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

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease

and terminate. In the event of such termination, the District may secure the required Services from another Contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charges to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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

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

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

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

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

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

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

(1) Each Occurrence	\$1,000,000
---------------------	-------------

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

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

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

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

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

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

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

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

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

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

19. 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 Live Screen Criminal Background Check Requirements: Contractor, at its sole cost and expense, and as necessary to satisfy the requirements of Education Code (EC) section 45125.1 and 45125.2 or District policy, will ensure that all required criminal background checks are timely conducted. If required by EC section 45125.1, Contractor must provide for the completion of a Fingerprint Certification form, in the District's required format, prior to any of the Contractor's employees, or those of any other subcontractors, who are anticipated to come into contact with the District students. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code section 45125 et seq., and that Contractor will comply with any such requirements. Contractor further acknowledges and agrees that no Contractor or subcontractor employees, agents or representatives shall come into contact with students if they have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).] Notwithstanding anything to the contrary herein, if Contractor is an individual operating as a sole proprietor, if required by Education Code section 45125.1(k), it shall be the responsibility of the District to prepare and submit that individual's fingerprints to the Department of Justice.
- 13.2 Tuberculosis Testing. If District determines that the services provided by Contractor involve more than limited contact with students per California Ed Code §49406, Contractor agrees that Contractor and/or its employees providing services pursuant to this Agreement shall submit to District a "TB Risk Assessment Questionnaire" administered by a licensed health care provider and if risk factors are identified, we will require TB testing and examination to determine that the Contractor is free from infectious tuberculosis.
- 13.3 Mandatory Reporter Requirements: Contractor acknowledges and understands that, pursuant to California Penal Code section 11165.7, each person whose duties under the Scope of Work include contact and supervision of children is a mandatory reporter of known or suspected instances of child abuse or neglect. Contractor is responsible for ensuring that every mandatory reporter takes the Child Abuse Mandated Reporter Educators Training Module within six weeks of hire and annually thereafter within the first six weeks of each school year. Contractor will ensure that each mandatory reporter executes an Employee

Acknowledgement Form and a Suspected Child Abuse Reporting Acknowledgement Form. Contractor will provide copies of each of these signed forms for each mandatory reporter to the District within six weeks of the hire of the mandatory reporter and annually.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

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

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

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

CONTRACTOR:
Active Steps
Address on File

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

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

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 23RD DAY OF SEPTEMBER, 2020.

FULLERTON SCHOOL DISTRICT

ACTIVE STEPS

By:

By:

Robert Pletka, Ed.D.
Superintendent

Thomas McCool
Owner/Director

On File

Taxpayer Identification Number

CONSENT ITEM

DATE: September 22, 2020

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

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

PREPARED BY: Robin Gilligan, Ed.D., Director, Student Support Services

SUBJECT: **APPROVE/RATIFY RECURRING AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ADDICTION TREATMENT TECHNOLOGIES, LLC EFFECTIVE JULY 1, 2020 THROUGH JUNE 30, 2021**

Background: Addiction Treatment Technologies, LLC provides an online database of mental health agencies to support the needs of parents seeking a referral list of providers within the area aligned to individual needs and insurance providers. Addiction Treatment Technologies provides a website under the URL Caresolace.com for mental health agencies specific to the community at large.

Rationale: Mental Health referral lists are provided to parents when outside mental health support is needed in conjunction with school-based counseling. Caresolace.com is an online website specifically designed to support families within the Fullerton community as a resource for counseling agencies. Caresolace.com is available 24/7 and will be utilized by Fullerton School District employees to support parents in matching various agencies aligned to specialized mental health services.

Funding: Cost not to exceed \$26,134 and is to be paid from the Special Education Mental Health Fund.

Recommendation: Approve/Ratify recurring agreement between Fullerton School District and Addiction Treatment Technologies, LLC effective July 1, 2020 through June 30, 2021.

JL:RG:vm
Attachment

GENERAL SERVICE AGREEMENT

This General Service Agreement (the “Agreement”) dated the 1st of July, 2020 between Fullerton School District a California public school district (the “Client”) and Addiction Treatment Technologies, LLC DBA Care Solace, a Delaware limited liability company (the “Provider”). The Client and the Provider may be referred to individually as “Party,” or collectively as “Parties.”

RECITALS

WHEREAS, the Client believes that the Provider has the necessary qualifications, experience and abilities to provide services to the Client.

WHEREAS, the Provider agrees to provide such services to the Client on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Services/Scope of Work. Provider owns and operates a website located at the URL caresolace.com which provides information related to treatment options for various forms of mental health (the “Main Site”). Pursuant to the terms and conditions of this Agreement, Provider will provide a collection of tools and services (the “Services”) to manage and operate a version of the Main Site that is branded with Client’s name (the “Branded Site”). Provider will do everything to ensure site is live in July 2020. Provider will provide access to the Branded Site to Authorized Users, consisting of staff and students (and their parents) of Client (the “Client Community”), on a Software-as-a-Service (“SaaS”) basis pursuant to the terms and conditions set forth in Exhibit A. In the event of any conflict between the provisions of this Agreement and Exhibit A, the terms of Exhibit A shall control.

1.1. The Provider will provide access to the Client to the following non-personally identifiable data collected from the Client Community: number of visitors, matches and phone appointments. Personally identifiable data collected by Provider pursuant to this Agreement will be handled by Provider in accordance with the privacy policy and terms of use posted on the Branded Site. Provider and Client each agree to comply with all data privacy laws and requirements to which they are each subject, which may include, without limitation, California Education Code section 49073.1, the Student Online Personal Information Protection Act (California Business & Professions Code § 22584), the Children’s Online Privacy Protection Act, and The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).

1.2. Provider shall staff its customer support center during the hours from 7:30am to 8:30pm Pacific Time, Monday through Friday (the “Business Hours”) to provide telephone support. Through such representatives, Provider will use reasonable efforts to resolve computer and software malfunctions and user errors promptly, in response to technical support requests made by Authorized Users. In addition, email support will be

provided during non-Business Hours and Provider will use commercially reasonable efforts to respond to email support inquiries in a timely manner.

1.3. The Provider will ensure that each treatment provider whose information is included in the Branded Site (“Treatment Providers”) satisfies the Provider’s vetting process, which shall include, at a minimum, the following elements:

1.3.1. Confirmation that the treatment provider has provided services for no less than five (5) years;

1.3.2. A review of the treatment providers’ licensure status with the applicable State licensing authority;

1.3.3. Confirmation that the treatment providers are accredited by JACHO, CARF or similar accreditation organization;

1.3.4. Review of listing surveys from accreditation organizations to determine pending lawsuits;

1.3.5. Review by Provider’s ethics and standards advisory board.

2. Implementation for Client.

2.1. Client agrees to the following implementation plan for those in need through the following channels:

2.1.1. Provider will provide access to the Services through a dedicated URL for Client (example: caresolace.com/district/[Client name]) (the “URL”). Designated representatives of Client will be provided with access to a dashboard to track non-individually identifiable information related to the number of visitors to the URL, number of matches and number of phone appointments scheduled via the Services. In the event that Client desires to obtain individually identifiable information from Provider related to an Authorized User, Client shall obtain and deliver to Provider a duly executed written authorization from such Authorize User, or his or her legal guardian (if applicable), in a form acceptable to Provider. With respect to the use by Client, or by Client’s agents or employees, of the Branded Site or the Services, Client agrees to comply, and to cause its employee and agents to comply with The Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g; 34 CFR Part 99).

2.1.2. Provider will provide the URL to the Client Community to include: mental health, counselors, principals, HR directors, PTAs, students and parents.

2.1.3. Provider to set up onsite or virtual walk thru of the Services so personnel know about the features and functionality of the Services.

2.1.4. Provider to assist in implementing the URL on school websites and the Client site as a resource for parents and students, as desired. Provider grants Client a non-exclusive, non-transferable, limited, revocable and royalty-free license to provide a

hypertext reference link ("Link") to the initial, top level display of the Branded Site, as identified by the URL solely for the purpose of linking any website owned or controlled by Client to the Branded Site.

2.1.5. Client may send out parent and student notification to every email and text with the URL and short template of the new and accessible resource for anybody in need every quarter.

2.1.6. Provider to provide backpack mailer templates and email/text templates for delivery each quarter or 4 times per year so people are reminded there is a tool that is confidential for anyone in need.

2.1.7. Provider will provide all the professional development, training, coaching and on-going support to key stakeholders to include: mental health team, psychs, counselors, assistant principals, principals, HR staff, district leadership and PTAs.

2.1.8. On boarding district staff requires (2-4) 30-40 minute sessions to get set up and showcase how the system works.

3. Term of Agreement.

3.1. The initial term of this Agreement (the "Term") will begin on July 1, 2020 through June 30, 2021. After the initial term is complete there will be a 1-year renewal (each a "Renewal Term"), however client can opt out of any renewal term by giving Provider a 30-day written notification prior to the renewal date. However, the maximum term is 5 years, pursuant to Education Code section 17596.

3.2. At any time, Client can cancel the Agreement after 30-days' written notice to the Provider.

4. Performance. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect and will use their best efforts to ensure the awareness and positioning of the Provider tool is accessible throughout the community.

5. Currency. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

6. Compensation. For services rendered by the Provider under this Agreement, the Client will provide compensation to the Provider as follows:

- \$26,134 per annual term based on enrollment 13,067 (source: ed-data.org) for 24X7 mental health services; FSD will pay full amount to Care Solace.
- The amounts set forth above shall be earned by Provider when paid and shall not be subject to pro-ration in the event of the termination of this Agreement prior to the end of any Term or Renewal Term.

7. **Notices.** All notices, requests, demands or other communications between the Provider and the Client shall be in writing and shall be deemed given and served upon delivery, if delivered personally or by email, or three (3) days after mailing by U.S. mail as follows:

If to the Client: Fullerton School District
1401 W. Valencia Dr.
Fullerton, CA 92833
Attention: Dr. Bob Pletka –
Superintendent
Email: bob_pletka@myfsd.org

If to the Provider: Addiction Treatment Technologies, LLC
DBA: Care Solace
1596 North Coast Hwy 101
Encinitas, CA 92024
Attention: Chad A. Castruita
Email: chad@caresolace.org

Any Party may change the address or persons to which notices are to be sent to it by giving written notice that such change of address or persons to the other Party in the manner provided for giving notice in this paragraph.

8. Dispute Resolution.

8.1. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.

8.2. If the dispute is not resolved within a reasonable period, then any or all outstanding issues may be submitted to a court of law representing the laws of the State of California. The court award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of California.

9. Indemnification.

9.1. Each Party (the “Indemnifying Party”) shall at all times indemnify and hold harmless the other Party and said other Party’s successors, assigns, shareholders, partners, directors, officers, agents, affiliates, subsidiaries, parent company, volunteers and employees (collectively, the “Indemnified Parties”) from and against any and all liabilities, damages, penalties, settlements, judgments, orders, losses, costs, charges, attorney’s fees, and all other legal and/or equitable proceedings resulting from or relating to (whether directly or indirectly) injury to, loss of, theft of or unauthorized access to personally identifiable information or documents containing such information, as most broadly defined under state or federal law; or any actual or alleged failure to comply with any provision of law. However, neither Party shall be obligated to indemnify an Indemnified Party for liability to the extent it is established by final adjudication that such Indemnified Party contributed to the liability via willful misconduct, or sole negligence for which that

Indemnified Party is legally responsible. Each Party's obligations under this indemnity contract shall survive the completion or termination of the project.

9.2. During the term of this Agreement, Provider shall obtain and maintain commercial general liability insurance and Errors & Omissions (E&O) insurance, with policy limits having minimum coverage of \$1,000,000 per occurrence, which can be met through an umbrella or standard policy or any combination thereof. The insurance shall be evidenced by a Certificate of Insurance naming Client as an "Additional Insured."

10. Conflict of Interest Provision. Provider shall comply with all state and federal healthcare referral and anti-kickback statutes. Provider represents and warrants that it does not have an ownership interest in any of the treatment providers whose information appears on the Branded Site.

11. Privacy Policy/Terms of Use. The Branded Site will include links to a privacy policy and terms of use which will comply with applicable law.

12. Prevailing Party. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable attorneys' fees and costs associated with the action.

13. Modification of Agreement. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

14. Assignment. The Provider will not assign or otherwise transfer its obligations under this Agreement without the written consent of Client.

15. Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof and supersedes all prior negotiations, understandings, or agreements, written or oral. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

16. Titles/Headings. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

17. Governing Law. It is the intention of the Parties that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

18. Severability. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless

EXHIBIT A

SaaS TERMS AND CONDITIONS

This Exhibit is attached to and made a part of the General Service Agreement between the parties. The terms and conditions set forth below apply to the use of the Services, along with any amendments to the Terms and any operating rules or procedures that may be published from time to time by Provider. Capitalized terms used in this Exhibit which are not defined here shall have the meaning ascribed to them in the Agreement.

1. Definitions.

1.1 "Client Data." Client's information or other data processed, stored or transmitted by, in or through the Services.

1.2 "Proprietary Rights." Any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, confidential and proprietary information protected under contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual or industrial property.

1.3 "Provider Technology." The computer hardware, software and other tangible equipment and intangible computer code necessary to deploy and serve the Services.

1.4 "Third-Party Vendor." Provider's vendors who provide products, services and other resources to enable the Services.

2. Services and Terms. The Services are provided to Client subject to these Terms and Conditions. This is an Agreement for Services, and Client is not granted a license to any software by this Agreement.

3. Use Restrictions. Client covenants and agrees that its use of the Services will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, Client will not, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of or included in the Services or any software, documentation or data related to the Services ("Software"); modify, translate or create derivative works based on the Services or any Software; or copy (except for archival purposes), distribute, pledge, assign or otherwise transfer or encumber rights to the Services or any Software; use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

4. Security. Client and the Authorized Users shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of their links to the Internet. As part of the Services, Provider shall implement reasonable security procedures consistent with prevailing industry standards to protect Client Data from unauthorized access; provided,

however, unless resulting from the failure of Provider to perform the forgoing obligations, the parties agree that Provider shall not, under any circumstances, be held responsible or liable for situations (i) where data or transmissions are accessed by third parties through illegal or illicit means, or (ii) where the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to Provider at the time. Provider will promptly report to Client any unauthorized access to Client Data promptly upon discovery by Provider, and Provider will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. In the event notification to persons included in such Client Data is required, Client shall be solely responsible for any and all such notifications at its expense.

5. Monitoring of Client's Use. Provider reserves the right to internally monitor Client's usage of the Branded Site and Services.

6. No Commingling of Client Data. The Services shall be operated in an environment where (i) all Client Data shall be stored on files totally separate from those of other customers of Provider, or (ii) all files containing Client Data are partitioned sufficient to protect the security and privacy of Client Data.

7. Content.

7.1 Content Entry. "Content" means any information that Client may generate, provide, store, post, transmit or upload in connection with the Service, such as data files, written text, software, music, graphics, stylized logos, photographs, images, sounds, videos, messages and similar materials. As between Provider and Client, Client retains title to Content. Client agree that Client shall not include Content that is or gives rise to, and Provider may (but is not required to) refuse or remove Content that it determines in its sole discretion to be, (a) unlawful, offensive, threatening, harmful, libelous, defamatory, pornographic, gambling-related, obscene, racist, infringing or otherwise objectionable; (b) not wholly-owned by or validly licensed to Client; (c) a violation of a third party's intellectual property rights; (d) a breach of this Agreement; and/or (e) a violation of the terms and conditions, as modified from time to time, of Provider or its vendors who provide products, services, and other resources to enable the Services.

7.2 Submission. Once Client submits required Content to Provider, Client (a) authorizes and appoints Provider to integrate the Content with its proprietary solution to create the Branded Site; (b) will provide Provider with all information including modified Content that it requests in connection with such

integration; (c) grant Provider the right to distribute or otherwise make the Branded Site available in accordance with the terms of the Agreement.

8. Technical Contacts. Client shall designate one of its employees as its principal contact for communicating with Provider regarding technical issues hereunder. Client may change its technical contact from time to time by written notice to Provider.

9. Proprietary Rights Ownership. Ownership of the Proprietary Rights embodied in the Branded Site, Services, and Provider Technology shall remain exclusively vested in and be the sole and exclusive property of Provider and its licensors. In addition Client hereby transfers and assigns to Provider any rights Client may have to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client personnel relating to the Service.

10. Mutual Exchange of Confidential Information. The parties anticipate that each may disclose confidential information to the other. Accordingly, the parties desire to establish in this Section terms governing the use and protection of certain information one party ("Owner") may disclose to the other party ("Recipient"). For purposes hereof, "Confidential Information" means (i) the terms and conditions hereof, (i) non-public aspects of Provider's Site and the operation thereof, Provider Technology, and the Services and additional services provided by Provider, and Provider's business and technical information, and data, and (iii) Client Data. In addition, Confidential Information includes information which, although not related to the Services or this Agreement, is nevertheless disclosed hereunder, and which, in any case, is disclosed by an Owner or an affiliate to Recipient in document or other tangible form bearing an appropriate legend indicating its confidential or proprietary nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a legend, is provided to Recipient within fifteen (15) days of the initial disclosure. Recipient may use Confidential Information of Owner only for the purposes of this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential

Information from unauthorized use and disclosure. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner, (iv) is independently developed by a party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Owner. The Recipient may disclose Confidential Information of Owner pursuant to the requirements of a governmental agency or by operation of law, provided that such Recipient gives Owner written notice thereof as soon as practicable and reasonably cooperates with Owner to contest such disclosure.

11. General Skills and Knowledge. Notwithstanding anything to the contrary in this Agreement, Client agrees that Provider is not prohibited from utilizing any skills or knowledge of a general nature acquired during the course of providing the Services, including information publicly known or available or that could reasonably be acquired in similar work performed for another customer of Provider.

12. Client Representations and Warranties.

12.1 Client represents and warrants that: (a) the Content does not and will not infringe, misappropriate, or otherwise violate any intellectual property right or right of privacy or publicity of any third party; and (b) the performance of its obligations and use of the Services (by Client and its Authorized Users) will not (i) violate any applicable laws, or regulations, or (ii) cause a breach of any agreements with any third parties.

12.2 In the event of any breach by Client of any of the foregoing representations or warranties, in addition to any other remedies available at law or in equity, Provider will have the right to suspend immediately any Services if deemed reasonably necessary by Provider to prevent any harm to Provider and its business. Provider will provide notice to Client and an opportunity to cure, if practicable, depending on the nature of the breach.

13. Provider Representations and Warranties. Provider represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of its obligations and delivery of the Services to Client will not violate any applicable laws or regulations of the United States. In the event of a breach by Provider of the

foregoing warranties, Client's sole remedy is termination of this Agreement upon written notice to Provider.

14. Indemnity. Each Party (the "Indemnifying Party") shall at all times indemnify and hold harmless the other Party and said other Party's successors, assigns, shareholders, partners, directors, officers, agents, affiliates, subsidiaries, parent company, volunteers and employees (collectively, the "Indemnified Parties") from and against any and all liabilities, damages, penalties, settlements, judgments, orders, losses, costs, charges, attorney's fees, and all other legal and/or equitable proceedings resulting from or relating to (whether directly or indirectly) injury to, loss of, theft of or unauthorized access to personally identifiable information or documents containing such information, as most broadly defined under state or federal law; or any actual or alleged failure to comply with any provision of law. However, neither Party shall be obligated to indemnify an Indemnified Party for liability to the extent it is established by final adjudication that such Indemnified Party contributed to the liability via willful misconduct, or sole negligence for which that Indemnified Party is legally responsible. Each Party's obligations under this indemnity contract shall survive the completion or termination of the project.

15. Warranty. Except as expressly set forth herein, the Services are provided on an "as is" and "as available" basis, and without warranties of any kind either express or implied. PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED, NONINFRINGEMENT AND IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT DEFECTS WILL BE CORRECTED. PROVIDER DOES NOT OFFER A WARRANTY OR MAKE ANY REPRESENTATION REGARDING THE RESULTS OR THE USE OF THE SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, RISK OF INJURY TO CUSTOMER'S OR ANY USER'S COMPUTER, NETWORK, MARKET, OR CUSTOMER BASE OR COMMERCIAL ADVANTAGE. Applicable law may not allow the exclusion of certain warranties, so to that extent such exclusions may not apply.

16. Disclaimer of Incidental and Consequential Damages. EXCEPT FOR INDEMNITY OBLIGATIONS EXPRESSLY PROVIDED HEREIN AND ANY VIOLATION OF CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY

THEORY INCLUDING CONTRACT AND TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCTS LIABILITY) FOR ANY INDIRECT, SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE PARTY CAUSING SUCH DAMAGES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

17. Liability Cap. Liability will not exceed the total general liability insurance amount in the provider's certificate of insurance pursuant to the Agreement.

18. Publicity and Branding. Client agrees that Provider may (a) publicize Client's name, the fact of the Branded Site and Client's use of the Services; and (b) brand the Branded Site with a "powered by Caresolace.com" or similar legend and/or copyright notice.

19. Options for Infringement Claims. If any party is enjoined from using the Provider Technology, or if Provider believes that the Provider Technology may become the subject of a claim of intellectual property infringement, Provider, at its option and expense, may: (i) procure the right for Client to continue to use the Services; (ii) replace or modify the Provider Technology so as to make it non-infringing; or (iii) terminate this Agreement, in which case Provider shall refund to Client any and all subscription fees paid in advance by Client for those Services not provided by Provider and provide, at Client's request and free of charge, the Client Data in a database document format. This Section and the preceding Section sets forth the entire liability of Provider to Client for any infringement by the Provider Technology or Services of any intellectual property right of any third party.

20. Termination for End of Life. Notwithstanding anything contained in this Agreement to the contrary, in the event that Provider determines, in its sole and absolute discretion, to cease to offer the Services to new clients and to discontinue support of the Services for existing customers, Provider may terminate this Agreement at any time by providing thirty (30) days prior written notice to Client.

21. Termination For Cause. If either party fails to comply with any of the material terms and conditions of this Agreement, including without limitation the payment of any subscription license fee or reimbursement due and payable to Provider under this Agreement, the non-defaulting party may terminate this

Agreement upon fifteen (15) days' written notice to the defaulting party specifying any such breach, unless within the period of such notice, all breaches specified therein shall have been remedied.

provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

22. Transition Services. If Client is current in all payments due to Provider at the time of expiration or termination hereof, Provider shall provide to Client its Client Data in a standard database document format readily available to Provider at no additional charge. If Client requests the Client Data in a non-standard format, Client shall pay to Provider a reasonable fee for technical services as determined by Provider.

23. Continuing Obligations. The following obligations shall survive the expiration or termination hereof and the distribution grace period provided above: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either party herein, (iv) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation, the Confidential Information of either party, or any remedy for breach thereof, and (v) the payment of taxes, duties, or any money to Provider hereunder.

24. Force Majeure. Neither party shall be liable for damages for any delay or failure of delivery arising out of causes beyond their reasonable control and without their fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures. Notwithstanding anything to the contrary contained herein, if either party is unable to perform hereunder for a period of thirty (30) consecutive days, then the other party may terminate this Agreement immediately without liability by ten (10) days written notice to the other.

25. Miscellaneous. This Agreement shall be construed under the laws of the State of California, without regard to its principles of conflicts of law. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other

CONSENT ITEM

DATE: September 22, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Julienne Lee, Ed.D., Assistant Superintendent, Educational Services
PREPARED BY: Robin Gilligan, Ed.D., Director, Student Support Services
SUBJECT: APPROVE RECURRING INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND MARC LERNER, MD EFFECTIVE SEPTEMBER 23, 2020 THROUGH JUNE 30, 2021

Background: Independent contractors are occasionally utilized to provide specific services that the District determines are necessary to meet student needs and are usually a result of Due Process cases.

The rates for this Independent Contractor are as follows:

Marc Lerner, MD:
Physician Based Consultation \$ 150/hour
Total cost of contract not to exceed \$5,000

Rationale: Specific services are often not available within the District or Nonpublic Agency and, as such, these providers are used on a limited basis.

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

Recommendation: Approve recurring Independent Contractor Agreement between Fullerton School District and Marc Lerner, MD effective September 23, 2020 through June 30, 2021.

JL:RG:vm
Attachment

2020-2021 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as “District,” and **MARC LERNER, MD**, 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 Physician Based Speech Standards and Occupational Therapy Prescriptions for the purpose of LEA Billing Option Program, authorization for the protocol order for use of undesignated Epinephrine Auto-Injectors, and limited medical consultation services, hereinafter referred to as “Services”.**
2. Term. Contractor shall commence providing Services under this Agreement on **September 23, 2020** and will diligently perform as required and complete performance by **June 30, 2021**.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Five Thousand dollars (\$5,000)**. District shall pay Contractor according to the following terms and conditions:

\$150/hour

Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: **N/A**.
5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for

payment of all federal, State and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor's employees.

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

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

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

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

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

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required Services from

another Contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charges to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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

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

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

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

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

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

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

- | | | |
|-----|---|-------------|
| (1) | Each Occurrence | \$1,000,000 |
| (2) | Products/Completed Operations Aggregate | \$1,000,000 |

(3)	Personal and Advertising Injury	\$1,000,000
(4)	General Aggregate (Not Applicable to the Comprehensive Form)	\$1,000,000

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

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

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

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

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

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

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

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

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

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

13.1 Live Screen Criminal Background Check Requirements: Contractor, at its sole cost and expense, and as necessary to satisfy the requirements of Education Code (EC) section 45125.1 and 45125.2 or District policy, will ensure that all required criminal background checks are timely conducted. If required by EC section 45125.1, Contractor must provide for the completion of a Fingerprint Certification form, in the District’s required format, prior to any of the Contractor’s employees, or those of any other subcontractors, who are anticipated to come into contact with the District students. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code section 45125 et seq., and that Contractor will comply with any such requirements. Contractor further acknowledges and agrees that no Contractor or subcontractor employees, agents or representatives shall come into contact with students if they have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).] Notwithstanding anything to the contrary herein, if Contractor is an individual operating as a sole proprietor, if required by Education Code section 45125.1(k), it shall be the responsibility of the District to prepare and submit that individual’s fingerprints to the Department of Justice.

13.2 Tuberculosis Testing. If District determines that the services provided by Contractor involve more than limited contact with students per California Ed Code §49406, Contractor agrees that Contractor and/or its employees providing services pursuant to this Agreement shall submit to District a “TB Risk Assessment Questionnaire” administered by a licensed health care provider and if risk factors are identified, we will require TB testing and examination to determine that the Contractor is free from infectious tuberculosis.

13.3 Mandatory Reporter Requirements: Contractor acknowledges and understands that, pursuant to California Penal Code section 11165.7, each person whose duties under the Scope of Work include contact and supervision of children is a mandatory reporter of known or suspected instances of child abuse or neglect. Contractor is responsible for ensuring that every mandatory reporter takes the Child Abuse Mandated Reporter Educators Training Module within six weeks of hire and annually thereafter within the first six weeks of each school year. Contractor will ensure that each mandatory reporter executes an Employee

Acknowledgement Form and a Suspected Child Abuse Reporting Acknowledgement Form. Contractor will provide copies of each of these signed forms for each mandatory reporter to the District within six weeks of the hire of the mandatory reporter and annually.

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

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

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

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

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

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

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

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

CONTRACTOR:
Mark Lerner, MD
Address on File

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

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

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 23RD DAY OF SEPTEMBER, 2020.

FULLERTON SCHOOL DISTRICT

MARC LERNER, MD

By:

By:

Robert Pletka, Ed.D.
Superintendent

Owner/Director

On File

Taxpayer Identification Number

CONSENT ITEM

DATE: September 22, 2020

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

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

PREPARED BY: Robin Gilligan, Ed.D., Director, Student Support Services

SUBJECT: **APPROVE RECURRING NONPUBLIC AGENCY MASTER CONTRACTS WITH ACES 2020, LLC, MAXIM HEALTHCARE STAFFING SERVICES, INC., PREFERRED HEALTHCARE REGISTRY, INC., AND PEDIATRIC THERAPY SERVICES, LLC DBA THE STEPPING STONES GROUP EFFECTIVE SEPTEMBER 23, 2020 THROUGH JUNE 30, 2021**

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

The rates for these nonpublic agencies are as follows:

ACES 2020, LLC:

Supervisor – BID	\$125/per 60 min
Interventionist - BII	\$ 65/per 60 min
Supervisor Travel	\$ 75/per 60 min
Assessments	\$125/per 60 min

Maxim Healthcare Staffing Services, Inc.:

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

Preferred Healthcare Registry, Inc.:

SLP	\$ 77.03/per 60 min
SLPA	\$ 58.54/per 60 min
OT	\$ 75/per 60 min
COTA	\$ 58.54/per 60 min
PT	\$ 75/per 60 min

Pediatric Therapy Services, LLC dba The Stepping Stones Group:	
SLP, OT, PT	\$85-\$92/per 60 Min
SLPA	\$58-\$68/per 60 Min
COTA, PTA	\$55-\$63/per 60 Min
School Psychologist PPS	\$88-\$97/per 60 Min
School Counselor, LMFT	\$85-\$92/per 60 Min
BCBA	\$85-\$97/per 60 Min
RBT	\$55-\$60/per 60 Min
ABA	\$55-\$65/per 60 Min
Behavior Interventionist	\$40-\$43/per 60 Min
Paraeducator	\$33-\$48/per 60 Min
APE Teacher	\$75-\$81/per 60 Min
ASL Interpreter	\$60-\$70/per 60 Min
CNA	\$40-\$45/per 60 Min
LVN	\$45-\$57/per 60 Min
RN	\$57-\$65/per 60 Min
Credentialed School Nurse	\$90-\$120/per 60 Min

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

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

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

Recommendation: Approve recurring Nonpublic Agency Master Contracts with ACES 2020, LLC, Maxim Healthcare Staffing Services, Inc., Preferred Healthcare Registry, Inc., and Pediatric Therapy Services, LLC dba The Stepping Stones Group effective September 23, 2020 through June 30, 2021.

JL:RG:kk

CONSENT ITEM

DATE: September 22, 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/RATIFY RECURRING AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND WESTED TO PROVIDE EVALUATION OF EDUCATIONAL PROGRAMS RELATED TO STUDENT ACHIEVEMENT AND ENGAGEMENT EFFECTIVE SEPTEMBER 1, 2020 THROUGH JUNE 30, 2021**

Background: The evaluation of educational programs and its effectiveness on student achievement and engagement is essential for a District to make informed decisions. WestEd supports Districts in research design, data analysis, and data interpretation projects to evaluate various District and school programs.

Rationale: Independent research will provide data on an educational program's impact on student engagement and achievement. It can also identify a program's areas of strength and weakness.

Funding: Cost not to exceed \$5,000 and is to be paid from the District Assessment and Accountability budget.

Recommendation: Approve/Ratify recurring agreement between Fullerton School District and WestEd to provide an evaluation of educational programs related to student achievement and engagement effective September 1, 2020 through June 30, 2021.

JL:SC:nm
Attachment



excellence in research, development, and service

Contract Number: C-00017773

CONTRACT

This Contract is entered into between WestEd and the Funder named in Section A. below

SECTION A: CONTACTS

FUNDER

Fullerton School District
Sung Chi
Director, Educational Services
1401 W. Valencia Drive
Fullerton, CA 92833
P: 714.447.7460
sung_chi@myfsd.org

WestEd

WestEd Technical:
Tran Keys
Senior Researcher
P: 949.439.8726
tkeys@wested.org

WestEd Contracts:
Contracts Management
Department
730 Harrison Street
San Francisco, CA 94107
P: 415.615.3136
contracts@wested.org

WestEd Billing:
Tulinh Wu
A/R Manager
4665 Lampson Avenue
Los Alamitos, CA 90720
P: 562.799.5188
twu@wested.org

SECTION B: WORK OR SERVICES

1. Contract Term

Start Date: 09/01/2020 End Date: 06/30/2021

2. Work or Services to be completed by WestEd (brief description):

Please see the attached Exhibit 1: Scope of Work.

3. Maximum Fees and expenses: **\$5,000.00**

4. Attachments

The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of this Contract.

See Attached:

- WestEd Terms and Conditions
- Exhibit 1: Scope of Work

SECTION C: PAYMENT

Payment Schedule:

This is a Fixed Price contract.
100% shall be due upon completion of services.

Checks Made Payable to:

WestEd
Attn: WestEd Operating Account
P.O. Box 399001
San Francisco, CA 94139-9001

Electronic Fund Transfers (EFT):

Wells Fargo Bank
ABA Number 121000248
Account Number: 4029113164

All payments must include a reference to Contract Number: C-00017773

SECTION D: AUTHORIZED SIGNATORIES

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

WestEd

Agreed and accepted:

Authorized Signature

Name: Lauren Wrotniak

Title: Senior Contracts Administrator

Date: Sep 2, 2020

Fullerton School District ("Funder")

Agreed and accepted:

Authorized Signature

Name: Robert Pletka

Title: Superintendent

Date:

1.0 Key Personnel: At all times during the term of this Contract, WestEd's performance shall be under the personal supervision and direction of the WestEd Technical Contact provided in Section A of the Contract cover page.

2.0 Independent WestEd Status and Responsibilities: In performing its services, WestEd shall be an independent contractor with authority and responsibility to control and direct the performance of the services required under this Contract, subject to Funder's general right to inspect work in progress to determine whether the services are being performed in accordance with this Contract. All persons hired and/or contracted by WestEd shall be WestEd's employees and/or subcontractors. WestEd shall be responsible for the accuracy, completeness, and adequacy of all services performed by WestEd's employees and/or subcontractors and shall ensure that all applicable Federal, State and County licensing and operating requirements and all applicable accreditation and other standards of quality generally accepted in the field of WestEd's activities are complied with and satisfactorily met. WestEd voluntarily and knowingly assumes the entire liability (if any such liability is determined to exist) to its employees and/or subcontractors or to other persons for all loss, damage, or injury caused by WestEd's employees and/or subcontractors in the course of their employment and/or contract. WestEd shall be responsible for payment of applicable income, social security, and other Federal, State or County taxes and fees, and all statutory benefits including, without limitation, Workers' Compensation, Unemployment Insurance and Temporary Disability Insurance.

3.0 Non-Discrimination in Employment: No person shall on the ground of race, religion, citizenship, color, disabilities, national origin, sex, age, political affiliation, service in the uniformed services, genetic information or genetic characteristics, ancestry, marital status, sexual orientation, gender identity, pregnancy, physical or mental disability, medical condition or beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded or otherwise financially assisted, in whole or in part with funds made available hereunder.

4.0 Termination: It is mutually agreed that either party may terminate this Contract by giving thirty (30) calendar days advance, written notice. Should Funder choose to exercise this termination clause, WestEd shall be paid for all work completed up to and including the date of termination and any non-cancelable obligations. WestEd agrees to submit all final invoices with respect to this Section 4.0 within ninety (90) days of termination of this Contract. See Section 11.0 for specifics regarding notice.

5.0 Intellectual Property Ownership: WestEd is the sole and exclusive owner of any newly created work developed by WestEd under this Contract. WestEd hereby grants to Funder a nonexclusive, non-transferable, royalty-free license to use the newly created work for non commercial purposes.

All pre-existing WestEd data and materials provided to Funder by WestEd to assist in the performance of this Contract shall remain WestEd's property. Upon expiration or termination of the Contract for any reason, Funder shall request instructions from WestEd regarding whether Funder should: (i) Erase or destroy any WestEd data and/or materials maintained by Funder; or (ii) Return the data and/or materials to WestEd. This provision shall survive termination of this Contract.

6.0 Indemnification: Funder agrees to indemnify and hold harmless WestEd, its officers, employees and agents from all claims, liabilities and losses by whomever asserted arising out of acts or omissions by Funder, its officers, employees and agents in the performance of this Contract, except those arising by reason of the sole negligence of WestEd, its officers, employees and agents. This provision shall survive termination of this Contract.

7.0 No Alteration of Contract: No alteration, addendum, modification, or waiver of the terms of this Contract shall be valid unless made in writing and signed by both parties, and no oral understanding or agreement not incorporated herein shall be binding on either of the parties. No inline delineation or alteration shall be accepted or bind WestEd.

8.0 Authority to Sign: Both parties executing this Contract acknowledge and warrant that they possess the authority to enter into this Contract on behalf of their respective companies.

9.0 Conflict of Interest: Funder and WestEd agree that, to the best of each party's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined as, activities or relationships with other persons, organizations or any other third party which would cause either party to be unable or potentially unable to render impartial assistance or advice to the other party or the other party's objectivity in performing the work might be otherwise impaired, or resulting in an unfair competitive advantage, or that Funder or WestEd has disclosed all such relevant information to the other party. Funder and WestEd agree that if an actual or potential organizational conflict of interest is discovered after this Contract is executed, each party will make a full disclosure in writing to the

other party. This disclosure shall include a description of actions which the party has taken or proposes to take, after consultation with other party, to avoid, mitigate, or neutralize the actual or potential conflict. WestEd or Funder may terminate for convenience this Contract, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If Funder or WestEd was aware of a potential organizational conflict of interest prior to the execution of this Contract or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the other party, the Contract may be terminated for default, or the parties may pursue such other remedies as may be permitted by law or this Contract.

10.0 Confidential Information: "Confidential Information" shall mean with respect to a party hereto (the "Disclosing Party"), collectively, all technical, financial and business information of any kind whatsoever, including, where appropriate and without limitation, all data, specifications, research projections, processes, techniques, technology, ideas, know-how, improvements, inventions (whether or not patentable or copyrightable), trade secrets, formulae, information concerning research or development by or for the Disclosing Party, information which is or has been generated or received in confidence by or for the Disclosing Party by or from any person, and any other information as well as any and all tangible and intangible embodiments thereof of any kind whatsoever; in each case disclosed by the Disclosing Party to the other party hereto (the "Receiving Party"), or obtained by the Receiving Party through observation or examination of the foregoing, regardless of whether such information or embodiment has been marked as confidential. Confidential Information shall include disclosures in any form, whether in writing, in an electronic format (including without limitation emails, tapes, diskettes, compact disks, or other similar media), and orally (in the case of oral disclosures, only if such disclosure is identified as confidential prior to disclosure). Each party agrees: (a) to hold the other party's Confidential Information in strict confidence in accordance with this Section 10.0; (b) to exercise at least the same care in protecting the other Party's Confidential Information from disclosure as the party uses with regard to its own Confidential Information; (c) to restrict dissemination of Confidential Information within its organization to employees/personnel having a need to know in connection with the stated or defined purpose herein; (d) not to disclose such Confidential Information to third parties without the prior, written consent of the disclosing party; and (e) not to use any Confidential Information for any purpose except for the stated or defined purpose herein without the prior written consent of the disclosing party.

11.0 Notices: Any notice or other communication shall be in writing, and will be considered to have been given if delivered by hand or sent by certified United States mail, return receipt requested, or by commercial courier service to the other party at the address stated above or to such other address as may be specified by either party in a notice to the other. Notice is effective upon receipt.

12.0 Force Majeure: WestEd will not be liable for any failure to perform as required by this Contract, if the failure to perform is caused by circumstances reasonably beyond WestEd's control, such as labor disturbances or labor disputes of any kind, accidents, failure of governmental approval required for full performance, civil disorders or commotions, acts of aggression, acts of God, energy or other conservation measures, explosions, failure of utilities, mechanical breakdowns, material shortages, disease, theft, or other such occurrences.

13.0 Governing Law: This Contract shall be governed by the internal substantive laws, but not the choice of law rules, of the State of California.

14.0 Entire Agreement: This Contract, together with Exhibits hereto, is the entire agreement of the parties and supersedes any prior agreements between them, whether written or oral, with respect to the subject matter hereof.

15.0 Severability: If any provision of this Contract is found by a court to be void, invalid or unenforceable, this Contract will either be reformed to comply with applicable law or the provision in question will be stricken so as not to affect the validity or enforceability of the remainder of this Contract.

16.0 Counterparts: This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

17.0 Order of Precedence: In the event of a discrepancy between these terms and conditions and any additional exhibits or attachments, the language of these terms and conditions will prevail.



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Scope of Work Fullerton School District (FSD)

PURPOSE

WestEd partners with states, educational support agencies, districts, and schools across the country providing customized, comprehensive, research-based solutions that meet the unique needs of our partners, focused on continuous improvement and performance. This Scope of Work represents work to be performed between September 1, 2020 – June 30, 2021.

Services and Deliverables

Technical Assistance with Data Analysis Projects for Fullerton School District (FSD)

Objectives

- Support FSD in various research design, data analysis, and data interpretation projects throughout the 2020-21 academic year

Deliverables

- Consultation, coaching, and technical assistance in research design and data analysis on a requested basis
- Work with district leaders to develop and perform data analysis projects based on district-selected areas of interest
- Support district leaders with presentation materials and reporting involving data analysis projects

Project Team

WestEd's project team will be supervised by Tran Keys, a Senior Research Manager. Consultation, coaching, technical assistance, and support will be provided by Ryan Lewis, a Research Associate. Support may also include other subject/content expertise as needed to meet project requirements.

Sensitive Data Handling

To maintain student privacy while using potentially sensitive data, all data will be delivered electronically via WestEd's Secure File Transfer Server. Once received, all data files will be stored in WestEd's secure cloud storage and access will be restricted to the project team.

Project Cost

WestEd proposes providing 40 hours of support from September 1, 2020 – June 30, 2021 for a fixed price contract of \$5,000 including consulting services, materials, and any necessary travel.

WestEd

Tran Keys, Ph.D.
Senior Research Manager
949-439-8726
tkeys@wested.org

Ryan Lewis, Ph.D.
Research Associate
714-864-4578
rlewis2@wested.org

Fullerton School District

Sung Chi
Director, Educational Services
714-447-7460
sung_chi@myfsd.org

Contract information:
Virgilio F. Tinio, Jr.
Director of Contracts & Grants
415.615.3136
contracts@wested.org



excellence in research, development, and service

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Deliverables

- Consultation, coaching, and technical assistance in research design and data analysis on a requested basis
- Work with district leaders to develop and perform data analysis projects based on district-selected areas of interest
- Support district leaders with presentation materials and reporting involving data analysis projects

Project Team

WestEd’s project team will be supervised by Tran Keys, a Senior Research Manager. Consultation, coaching, technical assistance, and support will be provided by Ryan Lewis, a Research Associate. Support may also include other subject/content expertise as needed to meet project requirements.

Sensitive Data Handling

To maintain student privacy while using potentially sensitive data, all data will be delivered electronically via WestEd’s Secure File Transfer Server. Once received, all data files will be stored in WestEd’s secure cloud storage and access will be restricted to the project team.

Project Cost

WestEd proposes providing 40 hours of support from September 1, 2020 – June 30, 2021 for a fixed price contract of \$5,000 including consulting services, materials, and any necessary travel.

WestEd

Fullerton School District

Tran Keys, Ph.D.
Senior Research Manager
949-439-8726
tkeys@wested.org

Sung Chi
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714-447-7460
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Ryan Lewis, Ph.D.
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Contract information:
Virgilio F. Tinio, Jr.
Contracts Manager
415.615.3294
Contracts@wested.org

CONSENT ITEM

DATE: September 22, 2020

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

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

SUBJECT: APPROVE UPDATED MEMORANDUMS OF UNDERSTANDING (MOU) BETWEEN THE FULLERTON SCHOOL DISTRICT AND FULLERTON ELEMENTARY TEACHERS ASSOCIATION FOR THE 2019/2020 SCHOOL YEAR

Background: During the 2019/2020 school year, the Fullerton School District worked closely with the Fullerton Elementary Teachers Association (FETA) to develop Memorandums of Understanding (MOU) on Evaluation, Physical Education, and Focus Teachers. These MOUs have since expired and the District and FETA wish to extend them for the 2020/2021 school year.

Speech and Debate: This MOU will allow the District to continue to offer this nationally acclaimed program by providing additional compensation to staff who coordinate this extracurricular activity.

Physical Education: This MOU will continue to allow students the option of taking Physical Education classes through independent study for the 2020/2021 school year.

Rationale: MOUs will provide clarity on implementation of certain initiatives.

Funding: Any costs would come from the respective sites' General Fund budget.

Recommendation: Approve Updated Memorandums of Understanding (MOU) between the Fullerton School District and Fullerton Elementary Teachers Association for the 2020/2021 school year.

CH:nm
Attachments

MEMORANDUM OF UNDERSTANDING

between the

Fullerton School District (FSD)

and the

Fullerton Elementary Teachers Association (FETA)

September 14, 2020

For the 2020-2021 school year, the Fullerton School District (FSD) will be offering students the option of taking Physical Education classes through an independent study program for students in seventh (7th) and eighth (8th) grades as described in Board Policy 6142.7.

The students taking Physical Education classes through an independent study program need to have single subject physical education teacher as the supervisor. These procedures shall be followed for single subject physical education teachers supervising students in independent study physical education classes:

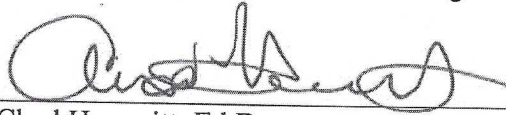
- An email will be sent to all certificated employees who have informed FSD that they hold a single subject physical education credential requesting that they respond regarding their interest in supervising students who choose to take Physical Education classes through an independent study program.
 - Certificated employees who do not respond by the date listed in the email will not be considered for this assignment(s).
 - Teachers will be selected using a rotating order seniority list from most senior to least senior. Teachers who declined an assignment when it is offered will be treated as if they had taken an assignment and moved to the bottom of the rotating seniority list.
- The certificated employee who accepts this assignment will be responsible for monitoring and verifying the ISPE activity logs for a maximum of ten (10) students who are taking Physical Education classes through an independent study program.
 - ISPE logs need to be reviewed, verified, and signed-off every trimester/semester.
 - ISPE logs will be sent to the Director of Administrative Service, Helene Morris, no later than one (1) week after the end of the trimester/semester.
 - Review of the ISPE logs should take maximum of fifteen (15) minutes per trimester/semester per student.
- The certificate employee who accepts and completes the requirements of this assignment shall receive an annual stipend of \$500.



Pamela Zinnel
Negotiations Chairperson
FETA

Date:

9/16/2020



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

Date:

9/14/2020

MEMORANDUM OF UNDERSTANDING

between the

Fullerton School District (FSD)

and the

Fullerton Elementary Teachers Association (FETA)

September 9, 2020

For the 2020-2021 school year, the Fullerton School District (FSD) and the Fullerton Elementary Teachers Association (FETA) agree to the following Speech and Debate extracurricular stipend amounts listed below.

The Speech and Debate extracurricular assignments are based on a minimum number of required hours and the amount of the stipend is built upon the teacher hourly rate (\$44.93) for the number of required minimum hours. The stipend will be paid on the May 31st pay warrant. The requirements for the Speech and Debate extracurricular assignments and the required minimum hours are provided on separate informational Virtual Responsibilities and Stipend documents for both the Lead Teacher Coach and Teacher Coach positions.

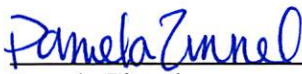
- One (1) stipend will be provided per participating school site for the Teacher Coach position.
- One (1) stipend will be provided districtwide for the Elementary Lead Teacher Coach.
- One (1) stipend will be provided districtwide Junior High Lead Teacher Coach.

Teacher teams may split the Teacher Coach extracurricular assignment and stipend at a school site with mutual agreement between teacher teams and the site administrator.

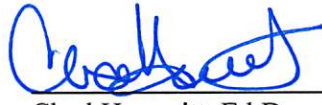
- Teacher Coach (Elementary) - \$1,460.23
- Teacher Coach (Junior High) - \$1,797.20

The following Lead Teacher Coach duties and stipend may not be split among teacher teams:

- Lead Teacher Coach - \$1347.90


Pamela Zinnel
Negotiations Chairperson
FETA

9/10/2020
Date


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

9/10/2020
Date

2020-2021 FSD Teacher Coach Virtual Responsibilities & Stipend Agreement



Overview: Teacher Coach responsibilities will be much different from last year due to the nature of virtual programming. However, Teacher Coaches will still be a critical part of the program as they will serve as the main liaison for all logistics and communications between Advantage Communications staff and the Principal, school staff, parents and of course, students. Teacher Coaches promote a positive team culture and provide support and encouragement to students throughout the year.

Virtual Meetings

All Teacher Coaches (4th-8th)

- Orientation (late August or early September): 1 hour
- Mid-Year Check-In (January): 1 hour

Virtual Practices

All Teacher Coaches will provide the following logistical and program supports for their school:

- Principal Communication
- Parent Communication
- Student Communication
- Development of Practice Schedule
- Recruitment and Sign-Ups
- Registration
- Student accountability (checklist, rules about missing tournaments and virtual etiquette)
- On-going communication with Director (Finny) about technology needs of students
- Retention of students, promotion of positive team culture, student encouragement and support
 - Including referrals to Finny for students at risk of dropping or missing a tournament

Practices are identified as "On-Weeks" and "Off-Weeks" to indicate whether or not Advantage Coaches are leading practices (On-Weeks) or if Teacher Coaches are leading practices with guidance and resources provided by Advantage Communications (Off-Weeks). On and Off weeks generally happen every other week; however, with tournaments now occurring during the week instead of on the weekend, Teacher Coaches should check the practice calendars to confirm the on/off week schedule.

4th and 5th Graders

- **ON-WEEKS:** During "on-weeks" Elementary Teacher Coaches (4th and 5th) will attend a 1.5 hour virtual student practice every other week led by Advantage Coaches, for a total of 6 months (Sept-February). The Teacher Coach will attend every practice to help monitor and support students.
- **OFF-WEEKS:** During "off-weeks" Advantage Coaches will not be working with 4th and 5th grade students. Instead, Elementary Teacher Coaches will be on their own to schedule and oversee a

1 hour practice every other week with 4th-5th grade students and 6th graders (see below). Advantage will provide coaching materials and resources for these weeks.

6th Graders

In order to prepare 6th graders for middle school competitions, 6th graders will have opportunities to practice with the 7th and 8th graders.

ON-WEEKS: During Elementary “On-Week” 6th graders will not attend the 4th-5th grade practices, but will instead either be assigned to their Jr. High feeder schools for a Wednesday practice at which 7th and 8th graders will provide peer-coaching to the 6th graders or the 6th graders will receive coaching from Advantage Communications coaches.

OFF-WEEKS: During the Elementary Off-Week, 6th graders will practice with their elementary team; they may be assigned by Teacher Coaches to peer coach the 4th and 5th graders.

Elementary Teacher Coaches will be responsible for only attending the elementary practices with 4th and 5th graders (see above). Elementary Teacher Coaches who also have 6th graders on their team may attend the Wednesday practices, but this will be optional. Elementary Teacher Coaches will continue to be responsible for 6th grade recruitment, registration, attendance, retention, parent communication, etc.

7th-8th Graders

- **ON-WEEKS:** Middle School Teacher Coaches will attend the Advantage coaching sessions during the Junior High “On-Week” for a 2 hour virtual practice approximately every other week, for 6 months (Sept-February). The Teacher Coach will attend every practice to help monitor and support students.
- **OFF-WEEKS:** During “off weeks” Middle School Teacher Coaches will meet with their students for a one hour coaching session without Advantage Coaches.

Virtual Tournaments

Teacher Coaches will not be required to attend tournaments this year. Instead, Teacher Coaches will be paid one hour during each assigned tournament week (EL/MS) to help Advantage Communications track down any students who have not checked in for their events at the scheduled times. Teacher Coaches may also use this time to login to the tournament, but this will be optional.

VIRTUAL SPEECH & DEBATE TOURNAMENT SCHEDULE 2020-2021

					Invite Only	
	OCTOBER WARM-UP	DECEMBER WINTER CLASSIC	JANUARY MARDI GRAS	MARCH DISTRICT CHAMPIONSHIPS (EL and MS)	APRIL SOUTHERN CA CHAMPIONSHIPS (EL)	MAY STATE CHAMPIONSHIPS (MS)
ELEMENTARY (4 th - 5 th)	Tues. 13 th – Fri. 16 th	Mon. 7 th – Thurs. 10 th	Tues. 19 th – Fri. 22 nd	Mon. 1 st – Thurs. 4 th	Mon. 12 th – Thurs. 16 th	

MIDDLE SCHOOL (6 th - 8 th)	Mon. 19 th – Thurs. 22 nd	Mon. 14 th – Thurs. 17 th	Mon. 25 th – Thurs. 28 th			Mon. 3 rd – Thurs. 6 th
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- **All students will compete in four tournaments.** Students who qualify at the District Championships in March will be invited to compete at the So CA Championships in April. Middle School Students (6th-8th) who qualify will also be invited to compete at Nationals which will be held in June.
- **Each Teacher Coach will be required to attend a half hour virtual meeting the week before each tournament** to learn about logistics related to that particular tournament and to be able to communicate these logistics to their students so that they are prepared and ready to go.
- **Each tournament week will take place over four days, from 3:30 p.m. to 8 p.m, with an hour break.** Generally, it will be Monday-Thursday. However, on weeks that Monday is a holiday, the tournament will take place Tuesday-Friday. Advantage will host a watch party for a recorded awards presentation on the weekend following the tournament.

Nationals

Students in 6th - 8th grade who qualify will be invited to participate in the Middle School National Speech and Debate Tournament in Iowa, **June (14th- 18th)**. Travel dates, if permitted, would be June 12th-19th to Iowa. Students who qualify must also commit to an intensive practice schedule with Advantage Coaches April through June. The Lead Teacher Coaches will be paid to communicate with parents and supervise these students in March through June.

Overview of Hours

Total Stipend Hours for Teacher Coaches 2020-2021

Teacher Coach Responsibilities	Elementary # Hours	Middle School # Hours
Program Meetings	2	2
Practices (Sept-Feb)	24.5 (ON WKS: 1.5 Off WKS: 1)	32 (ON WKS: 2 Off WKS: 1)
Tournament Prep	2	2
Tournaments	4	4
Total Hours	32.5	40
Hourly Stipend Rate	\$44.93	\$44.93

Total Stipend	\$1,460.23	\$1797.2
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Weekly On/Off Schedule and Hours for Teacher Coaches 2020-2021	EL	MS
9/7-9/11 ELEMENTARY ON - Monday holiday	1.5	1
9/14-9/18 JUNIOR ON	1	2
9/21 - 9/25 ELEMENTARY ON	1.5	1
9/28 - 10/2 - JUNIOR ON	1	2
10/5 - 10/9 - ELEMENTARY ON	1.5	1
10/12 - 10/16 - JUNIOR ON Monday holiday, ELE Warm Up Tournament	1	2
10/19 - 10/23 - JUNIOR WARM UP TOURNAMENT -NO COACHING- (Elementary gets a break)	0	1
10/26 - 10/30 - ELE ON	1.5	1
11/2 - 11/6 - JUNIOR ON	1	2
11/9 - 11/13 - ELE ON - WED HOLIDAY	1.5	1
11/16 - 11/20 - JUNIOR ON	1	2
11/23 - 11/27 - THANKSGIVING BREAK	0	0
11/30 - 12/4 - ELE ON	1.5	1
12/7 - 12/11 - JUNIOR ON - WINTER CLASSIC ELE	1	2
12/14 - 12/18 - JUNIOR WINTER CLASSIC - NO COACHING- (Elementary gets a break)	0	1
12/19 - 1/3 - WINTER BREAK	0	0
1/4 - 1/8 - JUNIOR ON	1	2
1/11 - 1/15 ELE ON	1.5	1
1/18- 1/22 JUNIOR ON - Mardi Gras ELE - MONDAY HOLIDAY	1	2
1/25 - 1/29 JUNIOR MARDI GRAS NO COACHING- (Elementary gets a break)	0	1
2/1 - 2/5 - ELE ON	1.5	1
2/8 - 2/12 - JUNIOR ON	1	2
2/15 - 2/19 - ELE ON - MONDAY DAY HOLIDAY	1.5	1
2/22 - 2/26 - JUNIOR ON	1	2
3/1 - 3/5 FSD DISTRICT CHAMPS.	1	1
TOTAL PRACTICE AND TOURNAMENT HOURS	24.5	32

**FSD Virtual Speech & Debate
Teacher Coach Agreement
2020-2021**

I have read the above description of the Teacher Coach Responsibilities for Speech and Debate 2020-2021. As the designated Teacher Coach at my school site for the 2020-2021 program year, I agree to attend the beginning of year training and do all of the above as a condition for earning a **stipend**. The stipend will be made available to me in one payment on May 31. If my site has made special arrangements to split the stipend, I understand that I will be jointly responsible for carrying out the above duties and that I will receive a total that equates with the number of hours I worked.

Name

School

Signature

Date

**2020-2021 FSD LEAD Teacher Coach (EL and MS)
Virtual Responsibilities & Stipend Agreement**



One Elementary and one Middle School Lead Teacher Coach will be recruited and identified to serve as liaisons for Advantage Communications and the District Coordinator. LTCs will keep a log of activities and submit to the FSD Program Coordinator to include the following types of activities:

- Peer support to new and continuing Teacher Coaches.
 - Be on call during both Elementary and Middle School tournament weeks to support Advantage Communication as needed during tournaments in the case an assigned Teacher Coach is not available.
 - Serve as the main point of contact for Advantage Communications March-June to coordinate and communicate with parents of students who qualify for the So Cal Tournament, State and Nationals.
 - Provide other coaching/student support as needed/requested by Advantage
 - Provide emergency sub support as needed.
- LTCs will be paid 3 hours/month.
 - 3 hr/month x 10 months (September-June) = 30 hours
 - Note: In the event that a LTC's approved hours exceed an average of 3 hours/month over the 10 months, they will be paid additional hours at their hourly rate.
- **Total estimated hours per LTC: 30 hours x \$44.93/hour = \$1347.90**

**FSD Virtual Speech & Debate
LEAD Teacher Coach Agreement
2020-2021**

I have read the above description of the Lead Teacher Coach Responsibilities for Speech and Debate 2020-2021. As one of the designated Lead Teacher Coaches for the 2020-2021 program year, I agree to attend trainings and do all of the above as a condition for earning a **stipend**. The stipend will be made available to me in one payment on May 31.

Name

School

Signature

Date

CONSENT ITEM

DATE: September 22, 2020

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

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

SUBJECT: **APPROVE NEW MEMORANDUM OF UNDERSTANDING BETWEEN FULLERTON SCHOOL DISTRICT AND THE FOUNDATION FOR KOREAN LANGUAGE & CULTURE IN U.S.A. TO SUPPORT KOREAN PROGRAMS FOR BEECHWOOD SCHOOL, FISLER SCHOOL, AND PARKS JUNIOR HIGH SCHOOL FOR THE 2020/2021, 2021/2022, AND 2022/2023 SCHOOL YEARS**

Background: The Foundation for Korean Language and Culture in U.S.A. is a private, non-profit organization whose primary mission is to promote Korean language and cultural education in American elementary, middle, and high schools throughout the United States. The Foundation will provide grant funding up to \$30,000 for three years.

Rationale: The integration of the Korean language and culture into the curriculum would greatly contribute to enriching students' perspectives and frames of reference and to extending their understanding of the nature and development of a multicultural American society. The Foundation shall provide the funds to support the Korean Program at Beechwood, Fisler, and Parks Schools.

Funding: The first payment of \$10,000 will be paid no later than September 30, 2020, after the establishment of Korean language classes (minimum of one class) and enrollment of a minimum of 20 students in the Korean Program as verified by the Foundation. The second payment of between \$5,000 and \$10,000 is determined depending on the number of enrollment and the number of Korean language classes will be paid no later than September 30, 2021. After the second payment, the date and amount of the third payment will be determined depending on the number of enrolled students and the number of Korean language classes at the time within the sole discretion of the Foundation. The funds shall be used only for the Korean Program's instructional or cultural activities.

Recommendation: Approve new Memorandum of Understanding between Fullerton School District and The Foundation for Korean Language & Culture in U.S.A. to support Korean Programs for Beechwood School, Fisler School, and Parks Junior High School for the 2020/2021, 2021/2022, and 2022/2023 school years.

JL:nm
Attachments

**MEMORANDUM OF UNDERSTANDING
BETWEEN
FOUNDATION FOR KOREAN LANGUAGE & CULTURE IN U.S.A.
AND BEECHWOOD SCHOOL**

This Memorandum of Understanding (“**MOU**”) is hereby made and entered into as of September 23, 2020 by and between The Foundation for Korean Language & Culture in U.S.A., a non-profit organization (“**Foundation**”), whose principal place of business is located at 680 Wilshire Place, Suite 416, Los Angeles, California 90005 and Beechwood School whose principal place of business is located at 780 Beechwood Ave. Fullerton, CA 92835. (“**School**”).

1. Purpose: This MOU is made to document the mutual understanding between the Foundation and the School in which the School shall provide Korean language and culture classes (“**Korean Program**”) to its students.
2. Administration of the Korean Program: The School shall establish and administer the Korean Program for at least three (3) full academic years, or the total of six (6) semesters.
3. Funding terms: The Foundation shall provide the funds for opening and administering the Korean Program at the School. The first payment of \$10,000 will be paid no later than September 30, 2020 after the establishment of Korean language classes (minimum of one class) and enrollment of a minimum of 20 students in the Korean Program as verified by the Foundation. The second payment of between \$5,000 and \$10,000 determined depending on the number of enrollment and the number of Korean language classes, will be paid no later than September 30, 2021. After the second payment, the date and the amount of the third payment will be determined depending on the number of enrolled students and the number of Korean language classes at the time within the sole discretion of the Foundation. The funds shall be used only for the Korean Program’s instructional or cultural activities.
4. Return of the Materials: In case the School discontinues the Korean Program within four (4) years of the first day of the initial Korean class instruction, the School shall return all materials provided or funded by the Foundation, including textbooks, computers, computer programs and cultural activity materials to the Foundation within one (1) month of the last day of Korean class.

Date: September 23, 2020

Foundation for Korean Language &
Culture in the U.S.A.
680 Wilshire Place, Suite 416
Los Angeles, CA 90005

Beechwood School
780 Beechwood Ave.
Fullerton, CA 92835

Monica C. Ryoo, M.D., President

Robert Pletka, Ed.D., Superintendent

**MEMORANDUM OF UNDERSTANDING
BETWEEN
FOUNDATION FOR KOREAN LANGUAGE & CULTURE IN U.S.A.
AND FISLER SCHOOL**

This Memorandum of Understanding (“**MOU**”) is hereby made and entered into as of September 23, 2020 by and between The Foundation for Korean Language & Culture in U.S.A., a non-profit organization (“**Foundation**”), whose principal place of business is located at 680 Wilshire Place, Suite 416, Los Angeles, California 90005 and Fisler School whose principal place of business is located at 1350 Starbuck St. Fullerton, CA 92833. (“**School**”).

1. Purpose: This MOU is made to document the mutual understanding between the Foundation and the School in which the School shall provide Korean language and culture classes (“**Korean Program**”) to its students.
2. Administration of the Korean Program: The School shall establish and administer the Korean Program for at least three (3) full academic years, or the total of six (6) semesters.
3. Funding terms: The Foundation shall provide the funds for opening and administering the Korean Program at the School. The first payment of \$10,000 will be paid no later than September 30, 2020 after the establishment of Korean language classes (minimum of one class) and enrollment of a minimum of 20 students in the Korean Program as verified by the Foundation. The second payment of between \$5,000 and \$10,000 determined depending on the number of enrollment and the number of Korean language classes, will be paid no later than September 30, 2021. After the second payment, the date and the amount of the third payment will be determined depending on the number of enrolled students and the number of Korean language classes at the time within the sole discretion of the Foundation. The funds shall be used only for the Korean Program’s instructional or cultural activities.
4. Return of the Materials: In case the School discontinues the Korean Program within four (4) years of the first day of the initial Korean class instruction, the School shall return all materials provided or funded by the Foundation, including textbooks, computers, computer programs and cultural activity materials to the Foundation within one (1) month of the last day of Korean class.

Date: September 23, 2020

Foundation for Korean Language &
Culture in the U.S.A.
680 Wilshire Place, Suite 416
Los Angeles, CA 90005

Fisler School
1350 Starbuck St.
Fullerton, CA 92833

Monica C. Ryoo, M.D., President

Robert Pletka, Ed.D., Superintendent

**MEMORANDUM OF UNDERSTANDING
BETWEEN
FOUNDATION FOR KOREAN LANGUAGE & CULTURE IN U.S.A.
AND PARKS JUNIOR HIGH SCHOOL**

This Memorandum of Understanding (“**MOU**”) is hereby made and entered into as of September 23, 2020 by and between The Foundation for Korean Language & Culture in U.S.A., a non-profit organization (“**Foundation**”), whose principal place of business is located at 680 Wilshire Place, Suite 416, Los Angeles, California 90005 and Parks Junior High School whose principal place of business is located at 1710 Rosecrans Ave. Fullerton, CA 92833. (“**School**”).

1. Purpose: This MOU is made to document the mutual understanding between the Foundation and the School in which the School shall provide Korean language and culture classes (“**Korean Program**”) to its students.
2. Administration of the Korean Program: The School shall establish and administer the Korean Program for at least three (3) full academic years, or the total of six (6) semesters.
3. Funding terms: The Foundation shall provide the funds for opening and administering the Korean Program at the School. The first payment of \$10,000 will be paid no later than September 30, 2020 after the establishment of Korean language classes (minimum of one class) and enrollment of a minimum of 20 students in the Korean Program as verified by the Foundation. The second payment of between \$5,000 and \$10,000 determined depending on the number of enrollment and the number of Korean language classes, will be paid no later than September 30, 2021. After the second payment, the date and the amount of the third payment will be determined depending on the number of enrolled students and the number of Korean language classes at the time within the sole discretion of the Foundation. The funds shall be used only for the Korean Program’s instructional or cultural activities.
4. Return of the Materials: In case the School discontinues the Korean Program within four (4) years of the first day of the initial Korean class instruction, the School shall return all materials provided or funded by the Foundation, including textbooks, computers, computer programs and cultural activity materials to the Foundation within one (1) month of the last day of Korean class.

Date: September 23, 2020

Foundation for Korean Language &
Culture in the U.S.A.
680 Wilshire Place, Suite 416
Los Angeles, CA 90005

Parks Junior High School
1710 Rosecrans Ave.
Fullerton, CA 92833

Monica C. Ryoo, M.D., President

Robert Pletka, Ed.D., Superintendent

DISCUSSION/ACTION ITEM

DATE: September 22, 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 SPECIAL EDUCATION REENTRY PLAN

Background: In light of the Orange County Health Agency’s implementation of Governor Newsom’s Reopening Plan, the District is currently preparing for the return of in-person instruction on October 13, 2020. However, students receiving specialized instruction will need to return on September 21, 2020. In order to facilitate this return, a modification has been made to the August 6th MOU previously approved by the Board on September 9, 2020.

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 Special Education Reentry Plan.

CH:nm
Attachment

MEMORANDUM OF UNDERSTANDING (MOU)
Between the California School Employees Association and
its Fullerton Elementary Chapter 130 (CSEA)
and
Fullerton School District (District)

September 10, 2020

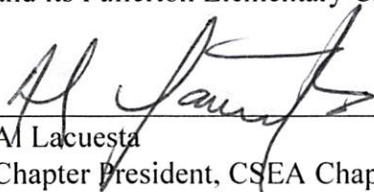
This MOU is agreed to between the CSEA and the District concerning the District's response to the COVID-19 pandemic and serves as an addendum to the August 6, 2020 CSEA/FSD MOU. The District will follow the current state requirements for safely reopening schools. The parties agree that this MOU shall remain in effect until the Governor and CDPH determine that schools can return to all students returning for in-class instruction or June 30, 2021, whichever comes first. The August 6, 2020 MOU shall be modified as follows:

Reentry Plan for Special Education Students:

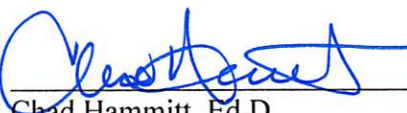
Instructional Assistants - Special Education, Speech and Language Pathologist Assistants (SLPAs), and Certificated Occupational Therapist Assistants (COTAs) working with students at school in-person in special education will receive a \$50 (working less than 6 hours per day) or \$90 (working 6 hours or more per day) stipend per week. This stipend will begin the week of September 21, 2020 through October 9, 2020. This stipend will be for assisting with the implementation of the student reentry plan, assisting students in the process of adjusting to returning to in-school instruction, and assisting students with accessing the curriculum and learning in accordance with their IEP.

California School Employees Association
and its Fullerton Elementary Chapter 130

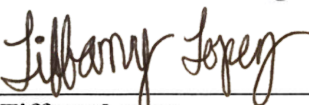
Fullerton School District

 9-10-2020

Al Lacuesta Date
Chapter President, CSEA Chapter 130

 9/10/2020

Chad Hammitt, Ed.D. Date
Asst. Superintendent, Personnel Services

 09/10/2020

Tiffany Lopez Date
CSEA Labor Relations Representative

DISCUSSION/ACTION ITEM

DATE: September 22, 2020
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Julienne Lee, Ed.D., Assistant Superintendent, Educational Services
SUBJECT: APPROVE LEARNING CONTINUITY AND ATTENDANCE PLAN 2020/2021

Background: Senate Bill (SB) 98 established that the Local Control and Accountability Plan (LCAP) and an annual update to the LCAP are not required for the 2020/2021 school year. SB 98 supersedes the requirement to develop and adopt an LCAP by December 15, 2020, which was established by Executive Order N-56-20. SB 98 establishes California *EC* Section 43509 and the Learning Continuity and Attendance Plan (LCP) requirements for the 2020/2021 school year.

The LCP memorializes the planning process already underway for this school year and includes descriptions of the following: addressing gaps in learning; conducting meaningful stakeholder engagement; maintaining transparency; addressing the needs of unduplicated pupils, students with unique needs, and students experiencing homelessness; providing access to necessary devices and connectivity for distance learning; providing resources and supports to address student and staff mental health and social emotional well-being; and continuing to provide school meals for students.

Rationale: The LCP must be presented to the Board of Trustees for approval prior to September 30, 2020.

Funding: Not applicable.

Recommendation: Approve Learning Continuity and Attendance Plan 2020/2021.

JL:nm

DISCUSSION/ACTION ITEM

DATE: September 22, 2020

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

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

SUBJECT: **ADOPT RESOLUTION #20/21-08 TO ENSURE AVAILABILITY OF TEXTBOOKS AND INSTRUCTIONAL MATERIALS AND CERTIFICATION OF PROVISION OF STANDARDS-ALIGNED INSTRUCTIONAL MATERIALS FOR 2020/2021**

Background: *Education Code Section 60119* requires local governing boards to hold an annual public hearing and adopt a resolution stating whether each pupil in the District has sufficient textbooks or instructional materials in each subject consistent with the content and cycles of the curriculum framework adopted by the California State Board of Education. The Resolution for the availability of textbooks and instructional materials complies with the Williams Case requirements.

Notice of the public hearing was posted on September 11, 2020 at Fullerton School District Office, Acacia School, Beechwood School, Commonwealth School, Fern Drive School, Fisler School, Golden Hill School, Hermosa Drive School, Laguna Road School, Maple School, Orangethorpe School, Pacific Drive School, Raymond School, Richman School, Rolling Hills School, Sunset Lane School, Valencia Park School, Woodcrest School, Ladera Vista Junior High School of the Arts, Nicolas Junior High School, and Parks Junior High School.

Rationale: Districts must comply with the above Education Code, California Code of Regulations, and Williams Case requirements within the eighth week of school.

Funding: Not applicable.

Recommendation: Adopt Resolution #20/21-08 to ensure availability of textbooks and instructional materials and certification of provision of standards-aligned instructional materials for 2020/2021.

JL:nm
Attachment

FULLERTON SCHOOL DISTRICT
BOARD OF TRUSTEES

RESOLUTION #20/21-08 TO ENSURE AVAILABILITY OF TEXTBOOKS AND INSTRUCTIONAL
MATERIALS FOR 2020/2021

WHEREAS, Education Code Section 60119 establishes steps and procedures to ensure the availability of textbooks and instructional materials in order to be eligible to receive funds for that purpose, and;

WHEREAS, the procedures require that school districts take appropriate action to ensure the availability of textbooks and instructional materials on a yearly basis, and;

WHEREAS, pursuant to Education Code Sections 60119, the Board is required to hold a public hearing to encourage participation by parents, teachers, members of the community interested in the affairs of the District, and bargaining unit leaders, and;

WHEREAS, the Board is required to provide 10-days' notice of the public hearings, and;

WHEREAS, the notice shall contain the time, place, and purpose of the hearing and be posted in three public places within the school district, and;

WHEREAS, the hearing shall be held at a time that will encourage the attendance of teachers and parents and guardians of pupils who attend the schools in the District and shall not take place during or immediately following school hours, and;

WHEREAS, the governing board of a school district, as part of the required hearing, shall also make a determination as to whether each pupil enrolled in a foreign language or health course has sufficient textbooks or instructional materials that are consistent with the content and cycles of the curriculum frameworks adopted by the State Board of those subjects, and

WHEREAS, a public hearing was held on September 22, 2020, which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

WHEREAS, the Board is required to make a determination, through a resolution, as to whether each pupil in each school in the District has, sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code Section 33126 in each of the following subjects, as appropriate, that are consistent with the content and cycles of the curriculum framework adopted by the State Board:

- (i) Mathematics,
- (ii) Science,
- (iii) History-social science,
- (iv) English / language arts, including the English language development component of an adopted program,
- (v) Visual & Performing Arts.

NOW, THEREFORE BE IT RESOLVED, that the governing Board makes the determination that each pupil of the District, has available sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code Section 33126 in each subject listed above, consistent with the content and cycles of the

curriculum framework adopted by the State Board and adopted by this Board in accordance with the procedures as established.

BE IT FURTHER RESOLVED, that for the 2020/2021 school year, the Fullerton School District, has provided each pupil with sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code Section 33126 in each subject listed above, consistent with the content and consistent with the cycles and content of the curriculum framework adopted by the State Board for those subjects.

BE IT FURTHER RESOLVED, that for the 2020/2021 school year, the Fullerton School District has provided sufficient textbooks or instructional materials, or both, that are consistent with the content and cycles of the curriculum frameworks adopted by the state board, to each pupil enrolled in a foreign language or health course.

Ayes:

Noes:

Absent:

I, Robert Pletka, Ed.D., Secretary to the Board of Trustees of the Fullerton School District of Orange County, California, hereby certify that the above and foregoing Resolution was duly and regularly adopted at a regular meeting of the said Board held on the 22nd day of September 2020.

ATTEST:

Hilda Sugarman, President
Fullerton School District

Robert Pletka, Ed.D., Secretary
Fullerton School District

Resolution: #20/21-08

**NOTICE OF PUBLIC HEARING
FULLERTON SCHOOL DISTRICT**

Fullerton School District will hold a Public Hearing pursuant to Education Code 60119, Education Code 60421(a), 60422(b) and California Code of Regulations (CCR), Title 5, Section 9531 (a) to hear community input on certification of assurance for fiscal year 2020/2021 regarding the availability of student textbooks and instructional materials.

NOTICE IS HEREBY GIVEN that the Board of Trustees of the Fullerton School District ("District") at its Regular Meeting to be held on September 22, 2020 will hold a public hearing at which the governing board shall make a determination, through a resolution, as to whether each pupil in each school in the District has, or will have prior to the end of that fiscal year, sufficient textbooks or instructional materials, or both in each subject that are consistent with the standards, content and cycles of the curriculum framework adopted by the California State Board.

The September 22, 2020 Board Meeting of the District will begin at 6:00 p.m. or shortly thereafter in the District's Board Room located at 1401 West Valencia Drive, Fullerton, California 92833.

Questions and/or comments should be directed to Julienne Lee, Assistant Superintendent, Educational Services at 714/447-7708.



Robert Pletka, Ed.D., Superintendent and
Secretary to the Board of Trustees