

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
Special Meeting of the Board of Trustees
Tuesday, August 20, 2019, 5:00 p.m.
District Administration Offices Board Room
1401 W. Valencia Drive, Fullerton, California 92833

Agenda

To: Board of Trustees and Press

From: Janny Meyer, President, Board of Trustees

Subject: The President of the Board of Trustees of the Fullerton School District has called a Special Meeting of said Board of Trustees to be held at the District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California, on Tuesday, August 20, 2019, 5:00 p.m.

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

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 Notice of Completion for Astra Builders, Inc., for the installation of two modular buildings according to DSA regulations at Golden Hill Elementary School.

Discussion/Action Item:

2a. Approve independent contractor agreement between the Fullerton School District and AMN Key Solutions to complete a public outreach, communications, and marketing program for the District between September 1, 2019 and May 31, 2020.

Board Annual Goals

Public Comments

Public Comments/Persons Addressing the Board – Policy

The Board meeting follows rules of decorum. Per Board Bylaw 9323, individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments about an item that is on the agenda will be heard at the time the agenda item is considered by the Board. Public comments about an item that is not on the posted agenda will be heard at the beginning of open session when called upon by the Board President. No action or discussion may take place on an item that is not on the posted agenda except as expressly authorized by law. Since the Board cannot take action on items that are not on the agenda, such items will be

referred to the Superintendent for handling. Board Members may request that any item be placed on a future agenda for further discussion. The Board President and Superintendent will determine the best time to place an item on the agenda. Persons wishing to address the Board are invited to complete and submit a "request to speak" slip to the Executive Assistant. These slips are available at the reception counter.

Adjournment

The next regularly scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, September 10, 2019, 6:00 p.m. Open Session, in the District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

CONSENT ITEM

DATE: August 20, 2019
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 ASTRA BUILDERS, INC., FOR THE INSTALLATION OF TWO MODULAR BUILDINGS ACCORDING TO DSA REGULATIONS AT GOLDEN HILL ELEMENTARY SCHOOL

Background: On July 24, 2018, the Board of Trustees approved the award of a contract for Golden Hill Elementary School for the installation of two modular buildings according to The Division of The State Architect, (DSA), regulations, Project FSD-17-18-GF-10, to Astra Builders, Inc.

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 is \$769,144.82 and will be paid from the General Fund.

Recommendation: Approve Notice of Completion for Astra Builders, Inc., for the installation of two modular buildings according to DSA regulations at Golden Hill Elementary School.

RC:SS:ys
Attachment

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

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

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

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT:

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to with: Golden Hill Elementary School, 732 Barris Drive., Fullerton, CA 92832, the contract for the doing of which was heretofore entered into on the 24th day of July 2018, which contract was made with Astra Builders, Inc., of Anaheim, CA, as contractor; that the work on said improvements was actually completed and accepted on the 20th day of August 2019, 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 Argonaut Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: Astra Builders Inc., Project No. FSD-17-18-GF-10 for the installation of two modular buildings according to The Division of the State Architect, (DSA), regulations at 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 _____ 2019,
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

DISCUSSION/ACTION ITEM

DATE: August 20, 2019

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

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

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

SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE FULLERTON SCHOOL DISTRICT AND AMN KEY SOLUTIONS TO COMPLETE A PUBLIC OUTREACH, COMMUNICATIONS, AND MARKETING PROGRAM FOR THE DISTRICT BETWEEN SEPTEMBER 1, 2019 AND MAY 31, 2020**

Background: AMN Key Solutions will provide assistance with implementing a public outreach, communications, and marketing program to increase the local population's understanding of Fullerton School District's educational offerings, student achievement, and raise the public understanding of the district's current infrastructure. AMN Key Solutions will expand parent and community engagement via community forums throughout the district.

Rationale: There is a current need for increased awareness of the District's educational offerings, student achievement, and understanding of the district's current infrastructure. AMN Key Solutions are experts in this field and can provide the District with achieving this goal.

Funding: Base Consulting Fee of \$5,500 per month plus cost for media and advertising goods and services and reimbursement of expenses. The total cost is not to exceed \$75,000 and will be paid from the General Fund.

Recommendation: Approve independent contractor agreement between the Fullerton School District and AMN Key Solutions to complete a public outreach, communications, and marketing program for the District between September 1, 2019 and May 31, 2020.

RC:yd
Attachment

CONSULTING AGREEMENT

PARTIES

The Effective Date of this agreement is Sept 01, 2019. This Agreement is by and between AMN Key Solutions “AMN,” the Provider with offices at:

AMN Key Solutions
3053 Freeport Blvd. Suite 279
Sacramento, CA 95818

and Fullerton School School District “the Client”, with offices at:

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

RECITALS

- A. The Client needs assistance implementing public outreach, communication, and a marketing program. The objective shall be to increase the local population’s understanding of Fullerton School District’s educational offerings, LCAP goals, progress and actions, student achievements, and expanding public/parent engagement.
- B. AMN is a professional consulting firm that provides public outreach, marketing, and communication consulting services.
- C. Client desires that AMN provide certain consulting services to the Client with respect to a public information, marketing and community engagement effort pursuant to the terms and conditions set forth herein.

ACCORDINGLY, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. **Engagement of the Provider.** During the term of this Agreement, Client hereby engages the Provider to perform the following services (collectively, “Services”):
 - a. Work with the Client to develop a recognizable brand identity.
 - b. Develop strategies and plans to inform and engage internal stakeholder groups.
 - c. Write, design, and produce materials to educate, inform and engage stakeholders as directed by Client leadership team.
 - d. Develop and execute strategies and plans to inform and engage external groups including elected leaders, business leaders, city leaders, community leaders, faith community leaders, media personalities, and others as identified by Client leadership team.
2. **Employment of Additional Personnel.** In connection with the consulting services to be provided under this Agreement, the Provider shall utilize their own employees and retain third party vendors pursuant to **Section 4.b.** the Provider shall not be required to employ any additional personnel to assist the Provider in the performance of the Provider’ duties. The Provider may recommend that Client hire additional personnel to

assist the Provider. Any such personnel shall be hired and paid by Client, under the direction and control of Client, and may be discharged by Client.

3. In every instance, such additional personnel shall be considered an employee of Client, not the Provider. The foregoing shall not limit the Provider' right to hire, pay, and/or discharge its own employees.
4. **Term of Agreement.** The term of this Agreement ("Term") shall commence on the Effective Date and shall continue until May 31, 2020.
 - a. Either party may terminate this Agreement at any time without cause by giving thirty calendar (30) days' advance written notice to the other party.
 - b. Termination of this Agreement by the Provider is allowed at any time for non-payment of any amount owed to the Provider under Section 4.
5. **Compensation.** In consideration for the Services to be rendered by the Provider pursuant to this Agreement, Client shall pay the following fees to the Provider:
 - a. **Base Consulting Fee.** The Provider shall be paid a Base Consulting Fee of \$5,500. per month. Payment is due on the first of every month and to be sent in advance for the work to be performed to the address, identified herein. As this agreement runs from Sept 1, 2019 to May 31, 2020, the Parties agree the Contract is for 9 billing cycles.
 - b. **Payments on Certain Purchases and Rentals.** All media and advertising goods and services shall be purchased or rented from the Provider by Client. The Provider shall in turn subcontract the work to third party vendors. Payment for such items shall be made in advance by Client to the Provider, or to the third party vendor at the discretion of the Provider. Any purchase of stock imagery and infographics on behalf of the client for reproduction purposes shall not exceed\$1,800. in aggregate per month without prior consent.
 - c. **Reimbursement of Expenses.** Client shall reimburse the Provider for expenses incurred by the Provider from time to time in connection with the performance of the Services described herein, which includes, but is not limited to, all travel expenses, automobile mileage at the established IRS reimbursement rate at the time at the time of travel, parking fees, copying fees, telephone charges, postage and other out-of-pocket expenses. The Provider shall submit a report of actual expenses, and within thirty (30) days thereafter, Client shall reimburse the Provider in full. Any individual expense above \$1,800. must be approved by either Client verbally or in writing. Any verbal approval shall be confirmed in writing by either Party. Client may designate in writing an individual(s) with authority to approve expenses on Client' behalf.
 - d. **Interest Clause.** In the event that any amount owed to the Provider is not paid when due, such amount will bear interest from the due date until paid at the rate of 1.5% per month.
6. **Indemnification and Limitation of Liability.**
 - a. Each party (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other party (the "Indemnified Party") from all losses, liabilities, damages, claims, costs or expenses (including reasonable attorney fees or court costs) resulting solely and directly from the Indemnifying Party's breach of any provision in this Agreement, willful misconduct, negligence, or infringement of any patent, copyright, trade secret, or other proprietary right related to any material the Indemnifying Party furnished to the Indemnified Party pursuant to this Agreement; provided, however, this Section does not cover any acts or omissions by any third party (e.g. a phone bank provider). For avoidance of

doubt, the Provider shall not have any liability arising from the use of materials approved by Client as provided in Section 8 hereof. The Indemnified Party agrees to give the Indemnifying Party prompt written notice of any claim or other matter as to which it believes this indemnification provision applies, and to cooperate with the Indemnifying Party in the defense of any such claim or other matter.

- b. The Provider' sole and maximum liability arising out of, or related to, this Agreement or the Services shall not exceed the upper limit of the AMN's professional liability insurance coverage. AMN shall provide to the Client a certificate of insurance confirming the amounts such of coverages and shall maintain such policies in full force and effect during the Term. In no event shall the Provider be liable for indirect, incidental, special, consequential, punitive or exemplary damages arising out of or related to this Agreement or the Services.
7. **Expenditure Authority.** Only Client, or a person designated by Client, shall have the authority to approve any single expenditure in excess of \$1,800. The Provider shall not commit Client to any expenditure, nor incur any obligation on behalf of Client, in excess of \$1,800 without verbal or written approval from Client. The Provider shall not spend more than the amount so approved plus 5% without securing additional approval from Client. Any verbal approval shall be confirmed in writing by either party. Client may designate in writing an individual(s) with authority to approve expenditures on Client' behalf.
8. **Approval of Materials.** Client is responsible for giving final approval of materials developed by the Provider for distribution to the public, including, without limitation, informational fact sheets, written materials, Client' website content and mailers. Approval of all other materials besides mailers may be given verbally or in writing by any authorized agent of Client.
9. **Termination Payments.** Upon termination of this Agreement, Client shall pay the Provider the following.
 - a. **Base Consulting Fee.** Client shall pay the Provider on the termination date any Base Consulting Fee that is owed under Section 4 for Services performed up to and including the date of termination.
 - b. **Reimbursement of Expenses.** Within thirty (30) days after termination of this Agreement, the Provider shall submit a final accounting of the Provider' expenses pursuant to Section 4, and within ten (10) days thereafter, Client shall pay the Provider for all expenses incurred on behalf of Client.
 - c. **Reimbursement for Payments to Vendors.** Upon termination of this Agreement, Client shall pay the Provider on the termination date all amounts advanced by the Provider that have not been paid by Client, including, but not limited to, any amounts owed to third party vendors retained by the Provider and any cancellation fees charged by such third party vendors.
10. **Proprietary Rights and Licenses.**
 - a. Any idea, improvement, invention, discovery, process, development, design, know-how, data, logo, trademark, service mark, or work of authorship (collectively referred to as "Developments" and which shall include all intellectual property rights related thereto) conceived of, developed, or first reduced to practice in the performance of Services hereunder for Client shall be and remain the exclusive property of the Provider and may be treated and dealt with by the Provider as such without payment of any consideration to

Client. The Development of intellectual property rights shall include any patents, copyrights, moral rights, trademarks, trade secrets, industrial design, mask works, and all other similar rights and protections, including without limitation all applications for registration of any of the foregoing, anywhere in the world (in each case, whether or not patentable or registrable under patent, copyright, trademark, or similar statutes). Client shall make reasonable efforts to preserve such Developments as confidential during the Term of this Agreement and thereafter and, upon the Provider' request, shall execute such documents and instruments as the Provider shall reasonably request as necessary to confirm and vest title to such Developments in the Provider under any applicable law.

- b. The Provider hereby grants Client a perpetual, royalty-free, non-exclusive right and license (but without the right to sublicense) to use, modify, reproduce, perform, release, display, create derivative works from, and disclose Developments within the Client' jurisdiction for any legitimate civic purpose, which shall not include any commercial purpose or impermissible advocacy activities prohibited by applicable law.

11. Compliance with Relevant Laws. Client agrees to comply, during the course of this Agreement, with all applicable Federal, State and Municipal laws, including any applicable public disclosure laws and any applicable laws governing the expenditure of public funds, and obtain the necessary legal, accounting, and other Services necessary to comply with all such laws. Client is solely responsible for determining whether the Services performed by the Provider under this Agreement constitute permissible informational activities or impermissible advocacy activities pursuant to applicable law. Client acknowledges that the Provider does not provide any guidance or advice in this regard and Clients' legal counsel has final review and responsibility for compliance with all legal requirements.

12. Relationship Between the Parties. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture or any relationship other than an independent consulting relationship between Client and the Provider, or cause the Provider to be responsible in any manner for the debts and obligations of Client.

13. Attorneys' Fees. If either party retains counsel to represent that party in any controversy, dispute or claim arising out of or relating to this Agreement, including any claim for the purpose of enforcing, or preventing the breach of, any provision of this Agreement, obtaining damages by reason of any alleged breach of any provision of this Agreement, obtaining a declaration of such party's rights or obligations under this Agreement, or obtaining any other legal remedy (a "Dispute"), before, an arbitrator or a court of competent jurisdiction, the prevailing party shall be entitled to reasonable attorneys' fees and costs for attorneys in the jurisdiction which the Party resides, in addition to any other relief to which the prevailing party may be entitled.

- a. **Arbitration.** To the fullest extent permitted by law, any Dispute, as defined in Section 13, shall be settled by binding arbitration in Sacramento, California. The arbitration shall follow standard arbitration rules and be conducted by a person who regularly performs Arbitrations. The arbitrator shall have discretion to award damages, and to fashion any other remedy or relief otherwise available under applicable law in a court proceeding. The arbitrator shall award the prevailing party reasonable attorneys' fees and costs pursuant to Section 13. The arbitrator shall provide a written award, including findings of fact and the conclusions of law on which the decision is based. The arbitrator

shall not have the power or authority to commit errors of law or legal reasoning. The parties each expressly waive the right to a jury trial, and agree that the arbitrator's award shall be final and binding on the parties; provided that any award shall be reviewable for abuse of discretion on grounds of legal error. The court may confirm, correct or vacate the award if there is an abuse of discretion in interpreting the facts or law. Any action to review the arbitration award shall be filed and maintained in a state court of competent jurisdiction to where the arbitration was held.

14. **Limited Warranty.** The Provider warrants that it shall perform the Services in a professional manner in accordance with commercially reasonable industry standards for similar services. The Provider makes no warranty, express or implied, concerning the results of the Services. To the full extent permitted by law, all implied warranties are hereby excluded.
 - a. **Assignment.** Client shall not have the right to assign Clients' rights or delegate Clients' obligations under this Agreement without the prior written consent of the Provider, which consent may be withheld by the Providers' sole and absolute discretion. Any attempted assignment or delegation in violation of this provision is void and will entitle the Provider to terminate this Agreement as if success had been fully achieved.
15. **Exclusivity of the Agreement.** During the Term of this Agreement, Client shall not engage any other person or entity to perform any acts or services to be performed by the Provider under this Agreement without the prior written approval of the Provider. The Providers' right to perform consulting, media management, or any other services for any other person or party outside of the District's boundaries shall not be limited in any way.
16. **Notices.** Any notice required or permitted under this Agreement shall be in writing and shall be addressed to the other party at the address set forth in this Agreement. A notice shall be effective (i) upon personal delivery if given by hand delivery, (ii) the date of the completed transmission if given by facsimile, (iii) one business day after deposit, prepaid, with Federal Express or similar overnight delivery service for next business day delivery, or (iv) two business days after deposit with the United States Post Office, by registered or certified mail, postage prepaid. Each party may, by five days advance written notice to all other parties, specify any other address for receipt of such notices.
17. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and it supersedes and replaces any prior or contemporaneous understandings or agreements, whether written or oral, between the parties with respect to such subject matter. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.
18. **Applicable Law.** This Agreement and the rights of the parties shall be governed by and construed and enforced in accordance with the laws of the State of California.
19. **Severability.** In case one or more of the provisions contained in this Agreement, or any application of the provisions, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement, and any other application thereof, shall not in any way be affected or impaired.

20. **Captions for Convenience.** The captions and headings in this Agreement are for convenience only and shall not be considered in interpreting any provision of this Agreement or in determining any of the rights or obligations of the parties to this Agreement.
21. **Waiver and Amendment.** No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach. This Agreement may be amended only by a written agreement executed by the parties hereto at the time of the modification.
22. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefits of, the parties and their respective heirs, executors, administrators, successors and permitted assigns.
23. **Counterparts; Facsimile Signature.** The parties agree that signatures on this Agreement transmitted via facsimile have the same force and effect, and are considered the same as, originals.

WITNESS WHEREOF, the parties hereto have executed this Consulting Agreement as of the date first written above.

Provider

AMN Key Solutions
3053 Freeport Blvd. Suite 279
Sacramento, CA 95818

Client

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