### 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, April 14, 2020 Minutes of the Regular Meeting of the Board of Trustees 6:00 p.m. Open Session District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

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

President Jeanette Vazquez called a Regular meeting of the Fullerton School District Board of Trustees to order at 6:02 p.m. and Dr. Robert Pletka led the pledge of allegiance to the flag. The Board of Trustees participated remotely via Zoom Teleconference. Executive Cabinet participated in-person at the District Office.

Board Members present:	Beverly Berryman Janny Meyer, Hilda Sugarman, Aaruni Thakur, Jeanette Vazquez (via Zoom Teleconference)
Administration present:	Dr. Robert Pletka, Dr. Robert Coghlan, Jeremy Davis, Dr. Chad Hammitt, Julienne Lee (via in-person)

### Superintendent's Report

Dr. Pletka stated in accordance with the Governor's Executive Order to stay at home during the COVID-19 pandemic, Fullerton School District will continue to provide emergency distance learning through the end of this academic school year. He stated all students will be promoted to the next grade level and be held "harmless" due to the pandemic and the grading system will not be punitive.

Julienne Lee, Assistant Superintendent of Educational Services, read the following statement regarding Distance Learning expectations:

### FSD Grading Statement

The Fullerton School District is committed to providing quality distance learning instruction, district resources, and social emotional support to students and families during school closure due to COVID-19. Based on state and local guidelines from the California Department of Education and Orange County Department of Education, we strongly believe in developing grading practices that ensure "*no harm*" to students as we transition to Distance Learning. At this time, the Fullerton School District will establish a "pass" grading system. A pass grading system means that all students TK-8th grade will receive a "pass" on their third trimester/fourth quarter grades. Through the lens of equity, teachers will continue to provide positive feedback to students on work performance, hold high expectations for students and families through various communication methods such as phone calls, emails, apps, and learning management systems. The grading policy for the remainder of the 2019-2020 school year was created by teachers, principals, district administration, and support staff. We continue to work together to provide students with care and compassion, especially during these uncertain times.

### **Communication Expectations**

Fullerton School District and FETA have a long tradition of collaboration with our associations. We highly value the PAL process. The PAL process enables us to work collaboratively with grade-level teams, leadership teams, PAL representatives, and joint committees to reach consensus around our shared core values (C.I.R.C.L.E.S.).

The District provided guidelines/suggestions on synchronous and asynchronous communications between teachers and students. Each site is able to set expectations around communications, as long as there are choices regarding specific technologies. Decisions are being made and evolving based on collaborative input from grade-levels/PLCs, based on unique community factors, such as connectivity at home, teacher training/ability around technologies, diverse needs, the instructional vision at the site, and what is best for students. We understand that teachers may be affected differently by the school closure, therefore if a teacher is having difficulty with site communication guidelines each week, they should discuss their situation with their principal as soon as possible.

Dr. Pletka stated that Pursuant to Governor Newsom's Executive Order N-29-20, the Regular Meeting of the Fullerton School District Board on May 12, 2020, was being held by teleconference. Trustees of Fullerton School District Board participated in this meeting via teleconference. Dr. Pletka explained the Board was the

only ones participating via teleconferencing (Zoom) for the April 14<sup>th</sup> Board Meeting as a precaution for numerous other groups and meetings being "zoom bombed" with inappropriate material and comments.

### Information from the Board of Trustees

<u>Trustee Meyer-</u> She reported the videos that are being disseminated to the parents and staff are very heartfelt and informational. She has enjoyed watching the videos that involve students and the videos help all of us during these difficult times. She thanked all staff that are serving students with meals, deep-cleaning buildings to keep everyone safe, and to educators for their endless support of students.

<u>Trustee Thakur</u>- He stated that as a parent has been very impressed with the Distance Learning FSD 360 plan to help students learn and keep them engaged with learning while sheltering in place. He stated the comments from parents have been positive regarding the District's response to Distance Learning. He shared that zoom participation in the class for his child started high and has decreased a bit. He thanked everyone for their hard work with Distance Learning.

<u>Trustee Berryman</u> – She stated it is a hard and an unusual time for everyone and much harder than the typical end of the school year. She thanked Trustee Thakur for providing feedback as a parent and President Vazquez as an educator regarding Distance Learning. She stated how critical it is to support students and families through these social emotional times. She appreciates what staff is doing to continue supporting students with any concerns they may have during these unprecendented times. She thanked the community for coming together to help students and families with donations.

<u>Trustee Sugarman</u>– She thanked Yolanda McComb, Principal at Raymond Elementary, for her years of service to Fullerton School District. Mrs. McComb recently announced her retirement. The District will be looking for a great replacement to fill the principal vacancy at Raymond Elementary. Trustee Sugarman shared it has been heart-warming to receive so many heartfelt notes during this difficult time and it shows we are a family. She applauded the Fullerton Education Foundation (FEF) for partnering with the Fullerton School District to receive donations for families in need during COVID-19. FEF has collected close to \$6000 in donations including a \$3000 donation from the Fullerton Elementary Teachers Association.

<u>President Vazquez</u> –She thanked all staff, Executive Cabinet and all essential workers for their hard work. Every day information changes regarding the COVID-19 pandemic and she is grateful for the response the District has had to help students and families. She referenced a newsletter article from a non-profit organization that spoke about providing resources to students.

<u>Information from DELAC, PTA, FETA, CSEA, FESMA-</u> *All reports that were submitted were read out loud during the Board Meeting by Carmen Serna, Executive Assistant to the Superintendent.* <u>DELAC, PTA, FETA, and CSEA Reports</u> – Please reference reports at the bottom of the Board Minutes.

Public Comments: No Public Comments.

### Approve Minutes

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

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

### Consent Items

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

1a. Approve/Ratify Certificated Personnel Report.

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

1c. Approve/Ratify Purchase Orders numbered N22C0068 through N22C0071, N22D0284 through N22D0354, N22E0275 through N22E0346, N22M0258 through N22M0287, N22R0979 through N22R1069, N22S0012 through N22S0019, N22T0027, N22V0108 through N22V0129, N22X0386 through N22X0387, N22Y0084, N22Z0075 through N22Z0076 for the 2019/2020 school year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 220503 through 220568 for the 2019/2020 school year.

1e. Approve/Ratify warrants numbered 126860 through 127441 for the 2019/2020 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 14192 through 14246 for the 2019/2020 school year.

1g. Approve Independent Contractor Agreement between John Paul ("J.P.") Jones, a State Certified Instructor, to provide training services to our school bus drivers in order to remain compliant with state laws and regulations during their employment at Fullerton School District.

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

1i. Adopt Resolution #19/20-16 proclaiming May 3-9, 2020 as Teacher Appreciation Week and May 6-12, 2020 as National Nurses Week in the Fullerton School District.

1j. Adopt Resolution #19/20-17 proclaiming May 17 – 23, 2020, as "Classified School Employee Week" in the Fullerton School District.

1k. Approve rejection of claims against the Fullerton School District numbered: 1907028.

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

1m. Approve/Ratify warrant numbered 1212 through 1213 for the 2019/2020 school year.

1n. Adopt resolutions numbered 19/20-B027 through 19/20-B029 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

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

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

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

1r. Approve/Ratify Classified Personnel Report.

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

### **Discussion/Action Items:**

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

Dr. Robert Coghlan, Assistant Superintendent of Business Services, shared this agenda item allows the increase of the Revolving Cash Fund in order to pay emergency refunds and other payments for programs that have been cancelled due to the COVID-19 pandemic and school closures.

It was then moved by Hilda Sugarman, seconded by Beverly Berryman and carried 5-0 to Adopt/Ratify Resolution #19/20-18 authorizing an increase to the revolving cash fund from \$50,000 to \$100,000.

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

Dr. Chad Hammitt, Assistant Superintendent of Personnel Services, shared that due to the worldwide coronavirus pandemic that has led to the closure of the Fullerton School District, the evaluative process for certificated staff has developed some obstacles for completion. In collaboration with the Fullerton Elementary Teachers Association (FETA), the District has developed a new Memorandum of Understanding (MOU) and is requesting Board approval. This MOU will allow a certificated staff member, with administrator agreement, to continue on with their evaluation or suspend it entirely. This MOU will allow certificated staff and their respective administrators to make a final decision regarding this year's Reflective Evaluation process.

It was then moved by Janny Meyer, seconded by Beverly Berryman, and carried 5-0 to Approve Memorandum of Understanding for COVID-19 Teacher Evaluations between the Fullerton School District and Fullerton Elementary Teachers Association (FETA).

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

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

It was then moved by Hilda Sugarman, seconded by Beverly Berryman and carried 5-0 to Approve Memorandum of Understanding between the Fullerton School District and California School Employees Association (CSEA) Chapter 130 pursuant to COVID-19 and work schedules.

### Public Hearing

President Vazquez conducted a public hearing at 6:56 p.m. to allow public comment regarding the adoption of Resolution #19/20-19 authorizing the imposition and collection of increased developer fees on new residential and commercial/industrial construction.

Hearing no public comments, the public hearing was closed at 6:59 p.m.

### **Discussion/Action Items:**

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

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

It was moved by Janny Meyer, seconded by Aaruni Thakur, and carried 5-0 to Adopt Resolution #19/20-19 authorizing the imposition and collection of increased developer fees on new residential and commercial/industrial construction.

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

The vacancy on the Board of Trustees' appointee to the Personnel Commission became vacant mid-term. The District issued a public notice requesting applications to fill the unexpired term until December, 2021. After consideration of all applicants, it is recommended that the Board of Trustees publicly announce Thomas Reminiskey as their intended appointee in accordance with E.C. 45246 (b)(2). On May 12, 2020, the Board of Trustee will hold a public hearing to receive input from the public, employees and employee organizations prior to consideration of final action for an appointment to the Personnel Commission.

It was then moved by Beverly Berryman, seconded by Janny Meyer and carried 5-0 to Approve the public announcement of Mr. Thomas Reminiskey as the Board of Trustees' intended appointee to the Personnel Commission to fill the unexpired term until December 2021.

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

The District is currently working to ensure every 4th-8th grade student has a working iPad for Distance Learning including Special Education. While the District has enough iPads out in student hands, the District needs a larger inventory to ensure repair and replacement of iPads. With social distancing, we are often swapping iPads when students come for tech support rather than attempting to repair on-site.

It was then moved by Hilda Sugarman, seconded by Beverly Berryman and carried 5-0 to Approve/Ratify purchase of 500 Apple iPads for 2019/2020 school year.

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

The Fullerton School District (FSD) was approached by the Orange County Department of Education to join a consortium purchase for needed Internet HotSpots to provide to students that do not have internet access to conduct Distance Learning. This consortium was able to get devices with a fast turnaround time (2 weeks) vs the 4-6 weeks that FSD had been quoted by others.

It was then moved by Hilda Sugarman, seconded by Aaruni Thakur and carried 5-0 to Approve/Ratify purchase of 600 WiFi Internet HotSpots from Orange County Department of Education for 2019/2020 school year.

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

Trustee Sugarman suggested FSD look into hiring a Public Relations person. Hearing no second, the motion did not move forward.

President Vazquez made a motion, seconded by Trustee Sugarman to have a special board meeting session on Board Evaluation and consider CSBA to conduct the session.

President Vazquez made a motion, seconded by Trustee Thakur to add an Equity Resolution to the May 12, 2020, Board agenda. Dr. Pletka reported the Board will receive 2-3 equity resolutions to review.

Trustee Berryman requested an update on the solar project installation at the District Office and school sites. In addition, she requested an update on Laguna Road's STEAM Lab. (The STEAM Lab suffered a fire during the Fall of 2020).

Trustee Thakur requested a COVID-19 update at the May 12, 2020, Board Meeting and ongoing there after for each Board Meeting. Trustee Thakur stated he would like a future study session with topics to be determined.

President Vazquez adjourned the Regular meeting on April 14, 2020, at 8:06 p.m.

Reports read by Carmen Serna, Executive Assistant to the Superintendent, during the Board Meeting:

### DELAC:

The DELAC committee would like to thank the Fullerton School District for their continued support for our English Learner population during this time of school closures and Distance Learning.

- A special thank you to Dr. Pletka for his collaboration in printing and distributing a copy of the rent moratorium to all families in the District. This exemplary practice will now be recommended for all Orange County Districts to follow.
- Additionally, we would like to thank the school District for allowing parents to pick up lunches without their child being present.

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

Sincerely, Egleth Nuncci DELAC President

### <u> PTA:</u>

April Fullerton Council PTA update:

Hello everyone! We hope you are all well and safe, and adjusting to our strange new normal. Fullerton council PTA would like to sincerely thank you for your dedication and commitment to helping our teachers and students navigate through their new "normal" way of doing school. We know the countless hours, emails, and phone calls that have happened over the last few weeks to make distant learning possible. We are also hearing from lots of families that they are loving the video updates from Dr. Pletka, the social media post with the face game and teachers reading to the kids. These "simple" acts give great comfort and connectivity to our kiddos. So, sincerely, many thanks!

We are sad to have to cancel our spring luncheon. This is always a great event to award scholarships to graduating seniors, recognize those who have gone above and beyond for our schools and students, and just celebrate another wonderful year. We are discussing having some sort of welcome back celebration in August.

PTA business is sort of continuing as normal... We will finish out the year with Zoom meetings and elections over the next couple of months.

We hope you all are well and safe, and we look forward to seeing you all in August!! Warmest wishes,

Wendy Reid and the entire Fullerton Council PTA board

### CSEA:

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

We are deeply indebted to Cabinet and the Board for your tireless efforts to keep everyone working and in paid status. We are each surrounded by friends and loved ones who are being furloughed, laid off or dismissed from their employment, helping us to be more grateful for our positions with FSD. Classified employees have been showing our appreciation by pouring our hearts into our work for the students and the community we serve.

Our Nutrition Services staff have been preparing nutritious meals for students, but they do not work alone. Instructional Aides and Playground Supervisors have been dedicating their hours to assist. Our Custodians have been setting up distribution zones, sanitizing and breaking down daily. FSD has also been blessed to partner with generous businesses and organizations within the community who donate food and hot lunches. Our Transportation Department are picking up those donations and delivering to school sites daily, and our mechanics make sure the busses are reliable.

Meals and food are extremely important, but they are not the only service our district provides for our students. FSD 360° concentrates on the whole student. Student Support Services are offering different approaches to support the social and emotional needs of students and families. Instructional materials and iPads are also being distributed at school sites. Our Innovation and Instructional Support Department is offering technical support to all our students and families - staff as well. They help navigate every issue from log-in tutorials and connectivity problems to broken devices. Our Teachers, Education Services and Instructional Aides are

preparing subject specific packets for digital distribution as well as printed materials. Our print shop never rests – except for breaks required by law, of course.

Our Maintenance and Operations Department is hard at work making sure highly utilized surfaces are properly sanitized and our schools are ready for the day we can all return. All supplies are ordered, received, processed and paid for by Purchasing, the Warehouse, and the Business Department. It takes a small army to make sure all our sites have what they need to flourish during these uncertain times. All of this is on top of what must be done daily to keep our district functioning like a well-oiled machine. Payroll has been flexible with all our time sheet changes. Human Resources have been supporting new COVID laws and putting into effect the new MOUs we negotiate. Our Superintendent's Office, Child Development, Child Welfare and Attendance, and school site office staff must continue to enroll students for next year. Luckily, our work never ends.

Thank you for your innovative ideas to keep us all working and contributing to our shared goals. Thank you for being flexible with the ever-changing requirements and regulations that pop up daily. Thank you for making us proud to serve shoulder-to-shoulder with the best minds and hearts in Fullerton. The old saying goes that it takes a village to raise a child. We have learned it takes FETA, FESMA, the Board and CSEA working together to educate and support Fullerton. You make us proud to be part of this FSD family.

Thank you for your time, *Joanne Declaro* 

### FETA:

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

I hope you are all coping well and somehow settling into a semi-normal "Covid-19 routine." Since Friday, March 13th, the shock of school closings has been stressful and frustrating as teachers, support staff, and the district pivoted to Distance Learning for all students. Teachers' daily routines, communication to parents and students, teaching, and caring for our families have all been upended. These changes have affected our teachers disproportionately. SPED, Preschool, TK-3, 4-6th, PE, and junior high teachers have all had to respond differently and have had unequal challenges. Many teachers have communicated these concerns to me, and I have been dealing with these site by site and at the district level. I thank our teachers for reaching out as many are juggling stressful and challenging family responsibilities while sheltering at home **and** at the same time trying to navigate and reconcile the new demands of "Distance Learning." This has been especially taxing on our SPED teachers. I thank our teachers for sharing their concerns, fears, and frustrations as it is important to communicate them to the district.

Again, considering each teacher's unique home situation and family responsibilities, I've communicated to teachers to simply do the best they can. Cover the basics. Be reasonable, and that teachers are not expected to compare themselves to others, to stress out, and to create a novel virtual reality classroom all on their own. I've encouraged them to just make connections with their parents and students the best they can, whether it be through email, a phone call, Google Classroom, Dojo, Seesaw, a recorded video message, or if possible with a video conferences in Zoom or Google meet....some teachers are available to do more, and some teachers due to responsibilities of families at home are unable to do as much as they wish. Many teachers are anxious and concerned because they are unable to perform at previous levels of innovation and engagement due to shelter-in-place challenges. They feel they will be negatively judged or evaluated by their administrators or by the district because they can't meet certain "expectations". This is a real concern. I ask that you, the district, and our administrators continue to communicate a message of understanding, flexibility, and compassion to teachers.

Last week, an email was sent from an administrator to their site staff. It was shared with me by a FETA member. The message is spot on and really hits home on what we should all be communicating to administration, teachers, and staff. I would like to share it with you.

### Hello Team :)

Happy rainy Tuesday! I just wanted to say that ALL of you are doing a GREAT job! You are rocking this 'teaching from home during the COVID-19 pandemic'!!! No other teachers in the history of the world have ever done something like this before. No one is an expert. I do not expect any of you to be experts. I am not an expert.

I was chatting with a teacher the other day and it hit me. As educators, we always say: "We can only control what happens at school. We cannot control what happens at home." This statement has never ever been truer than now! I know we are all control freaks and normally we can control what happens in our classrooms, but sadly our students' homes are not our classrooms. We cannot control their homes. So.....breathe deep and everyone repeat after me, "I. Can. Only. Control. What. I. Can. Control."

Many of you are juggling multiple jobs at home and learning to work with new coworkers! Many of you are: a teacher for your students, a teacher for your own kids, a chef, a dog walker, a cat cuddler, a reptile feeder, a dishwasher, a companion, a wife, a husband, a baker, a maid, a daughter, and a son. But most importantly, you are a HUMAN going through this CRAZY time in life that no one has ever gone through before and trying to keep yourself afloat.

Please do not compare yourself to others. Please do not think that you need to do a million things more. Please do not think you are failing your students. Please do not stress yourself out.

Please take a deep breath and say "I can only control what I can control." You cannot control other people's children when they are not in your classroom. You are not required to call your students and yell at them for their parents because they refuse to work at home. You are not expected to meet with your students for 6 hours a day through Zoom. You have a million other jobs (listed above) that need to be tended to, so YOU DO YOU!!!

If you need a verbal pep talk or vent session...you know where to find me. I am here for ALL of you. I miss you all dearly...

*What a wonderful message from an administrator!* Though not all administrators have communicated this exact message, this is what teachers need to hear! I would also like to say thank you to Dr. Hammitt who also sent out an encouraging message last Wednesday, reminding us what is important. It is entitled <u>You're Not Alone- Working from Home</u>.

This is a time where we need to slow down and take stock of what is important and give *that* our focus and priority. It is also a time where we can be grateful for all we have. As public employees, our salaries are guaranteed, our healthcare is intact, our support networks are strong, and we have the ability to still reach out and provide instruction for our students.

From me personally, I would like to thank you for all you are doing to help us through this unprecedented time while providing flexibility and grace to our wonderful FSD teachers!

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

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

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

(669) 900-9128 or (346) 248 -7799 (toll charges may apply) Webinar ID: 833 9618 1335 Password: 102520

Public comment may be submitted by email to <u>publiccomment@myfsd.org</u> on or before Tuesday, May 12, 2020 at 2:00 p.m. and include first and last name of person submitting public comment. Please limit comments to 450 words or less to address the Board on each agenda or non-agenda item. An email for public comment must be submitted by specific agenda item or topic and not combined. Closed Session to be held at 5:00 p.m. to 6:00 p.m., and will reconvene into Open Session at 6:00 p.m. Closed Session will be conducted in accordance with applicable sections of California Law.

### THIS MEETING WILL BE TAPE RECORDED

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

Public Comments

5:00 p.m.- Recess to Closed Session – Agenda: •Potential Litigation [Government Code section 54956.9(b)(1)] •Confidential Student Services [Education Code sections 35146, 48918]

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

Superintendent's Report

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 <u>publiccomment@myfsd.org</u> on or before Tuesday, May 12, 2020 at 2:00 pm and include first and last name of person submitting public comment. Please limit comments to 450 words or less to address the Board on each agenda or non-agenda item. An

email for public comment must be submitted by specific agenda item or topic and not combined. All comments submitted will be read aloud during the meeting by Carmen Serna (Executive Assistant to the Superintendent) or designee. Please note, all email correspondence relating to this meeting will become part of the Board minutes and will be screened for appropriate content.

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

<u>Approve Minutes</u> Regular Meeting April 14, 2020

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

### Consent Items

Actions for consent items are consistent with approved practices of the District and are deemed routine in nature. Since Trustees receive Board agenda backup information in advance of scheduled meetings, they are prepared to vote with knowledge on the consent items. Board Members routinely contact District staff for clarification of Board items prior to the meeting. Consent items are voted on at one time, although any such item can be considered separately at a Board member's request, in which event it will be acted upon subsequent to action on the consent items.

1a. Approve/Ratify Certificated Personnel Report.

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

1c. Approve/Ratify Purchase Orders numbered N22C0072, N22D0355 through N22D0359, N22E0292 through N22E0360, N22M0288 through N22M0298, N22R1020 through N22R1022, N22R1064 through N22R1164, N22R1088, N22S0020 through N22S0023, N22T0028 through N22T0029, N22V0130 through N22V0151, N22X0388 through N22X0391, and N22Z0077 for the 2019/2020 school year.

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

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

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

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

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

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

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

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

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

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

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

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

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

1q. Approve/Ratify Classified Personnel Report.

1r. Approve adoption of *Amplify Science* for grades  $7^{th} - 8^{th}$  grade to support implementation of the California State Standards (CA-NGSS).

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

### Public Hearing:

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

### **Discussion/Action Items:**

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

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

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

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

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

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

### Update on COVID-19

Board Member Request(s) for Information and/or Possible Future Agenda Items The next Regular scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, June 9, 2020, at 6:00 p.m. in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California. Translation services are available upon request. Please contact Carmen Serna, in the Superintendent's Office (714) 447-7405 (carmen\_serna@myfsd.org), if you would like a Korean or Spanish interpreter to be available at a Board of Trustee Meeting (72 hours prior to a Board Meeting).

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

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

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.

## FULLERTON SCHOOL DISTRICT

## BOARD AGENDA ITEM #1a

## CONSENT ITEM

DATE:	May 12, 2020
то:	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), extra hour(s), stipend(s), resignation(s), retirement(s) and rehire(s).
Funding:	Restricted and unrestricted as noted.
Recommendation:	Approve/Ratify Certificated Personnel Report.
CH:ai Attachment	

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
1011	Kim	Estelle	IIS	Focus Teacher	Extra Hours	Approve contracted Focus Teacher hourly rate of \$38.78 NTE sixty (60) hours for certificated employees to work with FSD channel. Budget #0140955249-1101	05/12/20- 05/29/20
979	TBD		Student Support	Teacher	Extra Hours	Approve contracted hourly rate NTE four and a half (4.5) hours per day and NTE ninety (90) hours total for certificated employee to work 2020 ESY. Budget #0112354101-1101	6/05/20- 07/02/20
948	Armstrong	Stephanie	Student Support	Speech	New Hire	Class IV, Step 1	8/7/20
	Machado	Leslie	Maple	COTSEN	Resignation		5/29/20
	Peddleton	Dorothy	Student Support	Speech	Retirement		5/29/20
	Powers	Debra	Beechwood	Teacher	Retirement		5/29/20
957	Andorson	Maliana	Golden Hill	Teacher	Stinond	Approve contracted hourly rate NTE four (4) hours per day for certificated employee to meet for Art planning. Budget #0130215101- 1101	08/03/20- 08/06/20
957	Anderson	Melissa		Teacher	Stipend	Approve stipend of \$2,000 for certificated employee to teach combo	08/08/19-
988	Andi Swaine	Amy	Sunset Lane	Teacher	Stipend	class. Budget #0110027101-1100	05/29/20
						Approve stipend of \$2,000 for certificated employee to teach combo	08/08/19-
986	Ascari	Patricia	Commonwealth	Teacher	Stipend	class. Budget #0110012101-1101	05/29/20
						Approve stipend of \$2,000 for certificated employee to teach combo	08/08/19-
989	Bishop	Alexandra	Sunset Lane	Teacher	Stipend	class. Budget #0110027101-1100	05/29/20
						Approve stipend of \$2,000 for certificated employee to teach combo	08/08/19-
986	Bradley	Daryl	Fern	Teacher	Stipend	class. Budget #0110013101-1101	05/29/20
						Approve stipend of \$2,000 for certificated employee to teach combo	08/08/19-
986	Branman	Christina	Hermosa	Teacher	Stipend	class. Budget #0110016101-1100	05/29/20
						Approve contracted hourly rate NTE four (4) hours per day for	00/00/00
057	Cianaraa			Taaabar	Ctinond	certificated employee to meet for Art planning. Budget #0130215101-	08/03/20- 08/06/20
957	Cisneros	Jacqueline	Golden Hill	Teacher	Stipend	1101 Approve stipend of \$2,000 for certificated employee to teach combo	08/06/20
989	Colby-Lohr	Diana	Woodcrest	Teacher	Stipend	class. Budget #0110029101-1100	08/08/19- 05/29/20
303				ICACIICI		Approve stipend of \$1,782.90 for certificated employee to supervise	00120120
			Educational			students participating in DART 104 Maya 3D Middle College class.	01/30/20-
975	Comini	Lauren	Services	Teacher	Stipend	Budget #0121552211-1900	05/21/20
						Approve stipend of \$2,000 for certificated employee to teach combo	08/08/19-
987	Contreras	Jasel	Rolling Hills	Teacher	Stipend	class. Budget #0110026101-1100	05/29/20
						Approve stipend of \$2,000 for certificated employee to teach combo	08/08/19-
986	Dellalonga	Sandra	Commonwealth	Teacher	Stipend	class. Budget #0110012101-1101	05/29/20

						Description/Budget	Effective
PCD	Last Name	First Name	Location	Assignment	Action		Date(s)
			Educational			Approve stipend of \$900 for certificated employee to participate in All	01/01/20-
967	Drew	Nicole	Services	Teacher	Stipend	the Arts STAGE program. Budget #0121552101-1101	05/29/20
						Approve stipend of \$2,000 for certificated employee to teach combo	08/08/19-
987	Erickson	Jessica	Orangethorpe	Teacher	Stipend	class. Budget #0110021101-1100	05/29/20
				<u> </u>		Approve stipend of \$120 for certificated employee to participate in	07/31/20-
972	Farzana	Ismail	Golden Hill	Teacher	Stipend	SPED planning. Budget #0130215101-1101	08/06/20
			Educational	- ·	<u>.</u>	Approve stipend of \$1,800 for certificated employee to participate in	01/01/20-
964	Gomes	Stephanie	Services	Teacher	Stipend	All the Arts STAGE program. Budget #0121552101-1101	05/29/20
0.07		14	Educational	- ·		Approve stipend of \$900 for certificated employee to participate in All	01/01/20-
967	Green	Karen	Services	Teacher	Stipend	the Arts STAGE program. Budget #0121552101-1101	05/29/20
0.07			Distances	Taska		Approve stipend of \$2,000 for certificated employee to teach combo	08/08/19-
987	Grismer	Luann	Richman	Teacher	Stipend	class. Budget #0110025101-1100	05/29/20
007		Mariaal	One is a the arm a	Taaban		Approve stipend of \$2,000 for certificated employee to teach combo	08/08/19-
987	Hernandez	Marisol	Orangethorpe	Teacher	Stipend	class. Budget #01121101-1100	05/29/20
						Approve contracted hourly rate NTE four (4) hours per day for	08/03/20-
957	Lliago	lody	Golden Hill	Taaabar	Stinond	certificated employee to meet for Art planning. Budget #0130215101- 1101	08/03/20- 08/06/20
957	Higgs	Jody	Educational	Teacher	Stipend	Approve stipend of \$900 for certificated employee to participate in All	08/06/20
965	Hogerhuig	Angela	Services	Teacher	Stipend	the Arts STAGE program. Budget #0121552101-1101	05/29/20
905	libyennuig	Allyeia	Services	Teacher	Superiu	Approve stipend of \$2,000 for certificated employee to teach combo	03/29/20
989	Jenisch	Peter	Sunset Lane	Teacher	Stipend	class. Budget #0110027101-1100	05/29/20
303			Sunset Lane	reacher	Superio	Approve stipend of \$2,000 for certificated employee to teach combo	08/08/19-
988	Jones	Laura	Rolling Hills	Teacher	Stipend	class. Budget #0110026101-1100	05/29/20
000	001100	Luuru	Educational	redorier	Capena	Approve stipend of \$900 for certificated employee to participate in All	01/01/20-
966	Khan	Arshiya	Services	Teacher	Stipend	the Arts STAGE program. Budget #0121552101-1101	05/29/20
		/				Approve stipend of \$2,000 for certificated employee to teach combo	08/08/19-
986	Knowles	Judith	Commonwealth	Teacher	Stipend	class. Budget #0110012101-1101	05/29/20
					•	Approve stipend of \$2,000 for certificated employee to teach combo	08/08/19-
986	Krause	Veronica	Maple	Teacher	Stipend	class. Budget #0110019101-1100	05/29/20
			•		•	Approve stipend of \$2,000 for certificated employee to teach combo	08/08/19-
986	Lee	Lauren	Maple	Teacher	Stipend	class. Budget #0110019101-1100	05/29/20
			•		•	Approve stipend of \$2,000 for certificated employee to teach combo	08/08/19-
987	Lee	Angela	Raymond	Teacher	Stipend	class. Budget #0110024101-1100	05/29/20
						Approve stipend of \$120 for certificated employee to participate in	07/31/20-
972	McCreary	Elizabeth	Golden Hill	Speech	Stipend	SPED planning. Budget #0130215101-1101	08/06/20
						Approve stipend of \$2,000 for certificated employee to teach combo	08/08/19-
989	Michaels	Keely	Woodcrest	Teacher	Stipend	class. Budget #0110029101-1100	05/29/20

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
				Ŭ		Approve stipend of \$2,037.60 for certificated employee to supervise	
			Educational			students participating in DART 104 Maya 3D Middle College class.	01/27/20-
983	Moen	Shawn	Services	Teacher	Stipend	Budget #0121552211-1900	05/25/20
						Approve stipend of \$120 for certificated employee to participate in	07/31/20-
972	Niessen	Larissa	Golden Hill	Speech	Stipend	SPED planning. Budget #0130215101-1101	08/06/20
						Approve contracted hourly rate NTE four (4) hours per day for	
						certificated employee to meet for Art planning. Budget #0130215101-	08/03/20-
957	Orr	Mary Kay	Golden Hill	Teacher	Stipend	1101	08/06/20
						Approve stipend of \$120 for certificated employee to participate in	07/31/20-
972	Partida	Rebecca	Golden Hill	Teacher	Stipend	SPED planning. Budget #0130215101-1101	08/06/20
						Approve stipend of \$2,000 for certificated employee to teach combo	08/08/19-
988	Petris	Rudolph	Rolling Hills	Teacher	Stipend	class. Budget #0110026101-1100	05/29/20
						Approve stipend of \$120 for certificated employee to participate in	07/31/20-
972	Pettinicchio	Sue	Golden Hill	Teacher	Stipend	SPED planning. Budget #0130215101-1101	08/06/20
						Approve stipend of \$878 for certificated employee to teach combo	02/06/20-
990	Pionke	Leanna	Woodcrest	Teacher	Stipend	class. Budget #0110029101-1101	05/29/20
						Approve stipend of \$2,000 for certificated employee to teach combo	08/08/19-
987	Prado	Crystal	Raymond	Teacher	Stipend	class. Budget #0110024101-1100	05/29/20
			Educational			Approve stipend of \$900 for certificated employee to participate in All	01/01/20-
966	Reed	Lori	Services	Teacher	Stipend	the Arts STAGE program. Budget #0121552101-1101	05/29/20
			Educational			Approve stipend of \$1,800 for certificated employee to participate in	01/01/20-
964	Regitz	Nancy	Services	Teacher	Stipend	All the Arts STAGE program. Budget #0121552101-1101	05/29/20
						Approve contracted hourly rate NTE four (4) hours per day for	
						certificated employee to meet for Art planning. Budget #0130215101-	08/03/20-
957	Rittenhouse	Amanda	Golden Hill	Teacher	Stipend	1101	08/06/20
			Educational			Approve stipend of \$900 for certificated employee to participate in All	01/01/20-
965	Sapien	Jessica	Services	Teacher	Stipend	the Arts STAGE program. Budget #0121552101-1101	05/29/20
			Educational			Approve stipend of \$1,800 for certificated employee to participate in	01/01/20-
963	Skaggs	Doreen	Services	Teacher	Stipend	All the Arts STAGE program. Budget #0121552101-1101	05/29/20
		Khemarade				Approve stipend of \$2,000 for certificated employee to teach combo	08/08/19-
986	Sok-Huynh	vi	Maple	Teacher	Stipend	class. Budget #0110019101-1100	05/29/20
			Educational			Approve stipend of \$1,800 for certificated employee to participate in	01/01/20-
968	Song	Linda	Services	Teacher	Stipend	All the Arts STAGE program. Budget #0121552101-1101	05/29/20
						Approve contracted hourly rate NTE four (4) hours per day for	
		.				certificated employee to meet for Art planning. Budget #0130215101-	08/03/20-
957	Sylvester	Amy	Golden Hill	Teacher	Stipend	1101	08/06/20
						Approve stipend of \$60 for certificated employee to attend online	
			Educational		<b>.</b>	Amplify Science training for Jr High Science Teachers. Budget	06/01/20-
1005	IIRD		Services	Teacher	Stipend	#0141355239-1901	06/05/20

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)	
972	Villa	Kaitlyn	Golden Hill	Teacher	Stipend	Approve stipend of \$120 for certificated employee to participate in SPED planning. Budget #0130215101-1101	07/31/20- 08/06/20	
						Approve contracted hourly rate NTE four (4) hours per day for		
·				<b>_</b> .		certificated employee to meet for Art planning. Budget #0130215101-	08/03/20-	
957	Waisanen	Beniy	Golden Hill	Teacher	Stipend	1101	08/06/20	
						Approve stipend of \$2,223.45 for certificated employee to supervise		
			Educational			students participating in CISG 110 Middle College class. Budget	01/27/20-	
974	Wingfield	Linda	Services	Teacher	Stipend	#0121552211-1900	05/22/20	
						Approve stipend of \$2,000 for certificated employee to teach combo	08/08/19-	
986	Zoellner	Elizabeth	Commonwealth	Teacher	Stipend	class. Budget #0110012101-1101	05/29/20	
This is to certifiv that this is an exact copy of the Certificated Personnel Report approved and recorded in the minutes of the Board of Trustees on May 12, 2020.								
Clerk/Secretary								

## FULLERTON SCHOOL DISTRICT

## BOARD AGENDA ITEM #1b

## CONSENT ITEM

DATE:	May 12, 2020
то:	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.
<u>Rationale:</u>	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: May 12, 2020

SITE	DONOR	RELATIONSHIP	DONATION	PURPOSE	AMOUNT
			Monetary		
Acacia	Anonymous	Parent	Donation	Meal Program	\$21.00
Educational					
Services					
Department	Early Learning	Community	Monetary		
(District Office)	Solutions	Partner	Donation	MathShelf materials	\$2,700.00
Educational					
Services					
Department	California State		Monetary		
(District Office)	PTA	PTA	Donation	PEN Stipend	\$400.00
	Golden Hill				
	Education	Community	Monetary	1st Grade Field trip	<b>*</b> - <b>*</b> -
Golden Hill	Foundation	Partner	Donation	to Mt. Sac	\$767.75
Ladera Vista	The Ladera Vista	Community	Monetary	Ladera Leading	<b>*</b> · · · · · · · ·
JHS	Foundation	Partner	Donation	Ladies	\$1,004.91
Ladera Vista		Community	Supplies	Supplies for	
JHS	Heidi Hagel	Partner	Donation	Ceramics Program	N/A
	Laguna Road				
	Support Our				
	School	Community	Monetary	Outdoor Science	¢C CC2 00
Laguna Road	Foundation	Partner	Donation	Camp	\$6,663.00
	Aero General		Manatan		
Boymond	Insurance	Doront	Monetary Donation	School Donation	\$100.00
Raymond	Services Sunset Lane	Parent	Donation	Substitute Teacher	\$100.00
	Education	Community	Monotony		
Sunset Lane	Foundation	Community Partner	Monetary Donation	for participation at Gold Tournament	\$120.00
Superintendent's			Donation		\$120.00
Office (District	Education	Community	Monetary	Community Impact	
Office)	Foundation	Partner	Donation	Relief Fund	\$1,025.00
Superintendent's			Donation		ψ1,025.00
Office (District			Monetary	Community Impact	
Office)	Pam Ryono	Staff	Donation	Relief Fund	\$200.00
Visual and			Donation	All the Arts for All the	φ200.00
Performing Arts				Kids Program	
Department	McCoy Mills	Community	Monetary	(Donation on	
(District Office)	Fullerton Ford	Partner	Donation	2/1/2020)	\$1,000.00
Visual and				All the Arts for All the	+ 1,000100
Performing Arts				Kids Program	
Department	McCoy Mills	Community	Monetary	(Donation on	
(District Office)	Fullerton Ford	Partner	Donation	3/1/2020)	\$1,000.00

### FULLERTON SCHOOL DISTRICT

### CONSENT ITEM

- DATE: May 12, 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 N22C0072, N22D0355 THROUGH N22D0359, N22E0292 THROUGH N22E0360, N22M0288 THROUGH N22M0298, N22R1020 THROUGH N22R1022, N22R1064 THROUGH N22R1164, N22R1088, N22S0020 THROUGH N22S0023, N22T0028 THROUGH N22T0029, N22V0130 THROUGH N22V0151, N22X0388 THROUGH N22X0391, AND N22Z0077 FOR THE 2019/2020 SCHOOL YEAR.
- 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							

- <u>Rationale:</u> Purchase orders are issued by school districts to purchase goods and services from merchants and contractors.
- <u>Funding:</u> Funding sources are reflected in the attached listing.
- Recommendation: Approve/Ratify Purchase Orders numbered N22C0072, N22D0355 through N22D0359, N22E0292 through N22E0360, N22M0288 through N22M0298, N22R1020 through N22R1022, N22R1064 through N22R1164, N22R1088, N22S0020 through N22S0023, N22T0028 through N22T0029, N22V0130 through N22V0151, N22X0388 through N22X0391, and N22Z0077 for the 2019/2020 school year.

RC:MG:yd Attachment

PO <u>NUMBER</u>	VENDOR	PO <u>TOTAL</u>	ACCOUNT <u>AMOUNT</u>	ACCOUNT <u>NUMBER</u>	<u>PSEUDO / O</u>
N22C0072	ORANGE CNTY DEPARTMENT OF EDUC	100.00	100.00	0139155101 5210	Positive Beha
N22D0355	ENTERPRISE PRINTING AND GRAPHI	1,085.50	1,085.50	0121222101 4310	Title I Pacific
N22D0356	BRIAN KENYON ART STUDIO INC	1,295.00	1,295.00	0130427279 4350	LCFF Base A
N22D0357	PRESSAVVY INC.	3,191.56	3,191.56	0140955249 4350	Info Systems
N22D0358	SCHOLASTIC INC	251.38	251.38	0181228101 4310	Instr Mat Lott
N22D0359	PRESSAVVY INC.	4,515.19	4,515.19	0140955247 4350	Info System il
N22E0292	KIM, SUE	18.63	18.63	0111619101 4310	Donation Inst
N22E0293	KIM, SUE	17.23	17.23	0111619101 4310	Donation Inst
N22E0347	VALENZUELA, NATALIE	53.49	53.49	0111619107 4310	Cotsen Found
N22E0348	KRAUSE, VERONICA	673.39	673.39	0111619107 4310	Cotsen Found
N22E0349	MILLS, ALINA	70.93	70.93	0130410109 4310	LCFF Base In
N22E0350	UNGARO, SUSAN	25.00	25.00	0140955249 4350	Info Systems
N22E0351	KIM, ESTELLE	16.49	16.49	0140955249 4350	Info Systems
N22E0352	BATISTELLI, MARISSA	102.06	102.06	0111610101 4310	Donation Inst
N22E0353	DUNN, NATALIE	683.47	683.47	0111610101 4310	Donation Inst
N22E0354	STOUT, ROSALIE	75.92	75.92	0130424109 4310	LCFF Base In
N22E0355	MUNSON, REBECCA	2,420.04	2,420.04	0111610101 4310	Donation Inst
N22E0356	GUERRERO, REBECCA	357.05	357.05	0111610101 4310	Donation Inst
N22E0357	MUMMA, TIFFANY	1,297.70	1,297.70	0111610101 4310	Donation Inst
N22E0358	VASILIADIS, MICHELLE	543.92	543.92	0111610101 4310	Donation Inst
N22E0359	FONSECA, JUAN	56.12	56.12	0111920101 4310	Phelps Grant
N22E0360	MOSLEY, CLINTON	140.68	140.68	0111920101 4310	Phelps Grant
N22M0288	DAVIS FIRE PROTECTION	1,850.00	1,850.00	8152451741 5899	Property and I
N22M0289	T AND B ENGINEERING INC	14,600.00	14,600.00	8152451741 5805	Property and I

FROM 03/27/2020 TO 04/23/2020

### **OBJECT DESCRIPTION**

avior Interv Instr / Conferences and Meetings ic Drive Instr / Materials and Supplies Instr Admin Sunset Lane / Materials and Supplies s Serv Media DC / Materials and Supplies ottery Valencia Ins / Materials and Supplies Inst iPersonalize Media / Materials and Supplies struction Maple / Materials and Supplies Instr struction Maple / Materials and Supplies Instr dation Instr Maple / Materials and Supplies dation Instr Maple / Materials and Supplies Instr Acacia / Materials and Supplies Instr s Serv Media DC / Materials and Supplies s Serv Media DC / Materials and Supplies str Acacia / Materials and Supplies Instr str Acacia / Materials and Supplies Instr Instruction Raymond / Materials and Supplies str Acacia / Materials and Supplies Instr t Nicolas / Materials and Supplies Instr t Nicolas / Materials and Supplies Instr Liability / Other Expenses Liability / Consultants

PO <u>NUMBER</u>	<u>VENDOR</u>	PO <u>TOTAL</u>	ACCOUNT <u>AMOUNT</u>	ACCOUNT <u>NUMBER</u>	PSEUDO / OBJECT DESCRIPTION
N22M0290	NEW DIMENSIONS GENERAL CONSTRU	525.00	525.00	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
N22M0291	NEW DIMENSIONS GENERAL CONSTRU	16,170.00	16,170.00	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
N22M0292	NEW DIMENSIONS GENERAL CONSTRU	10,500.00	10,500.00	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
N22M0293	ORANGE COUNTY PUBLIC SAFETY	22,608.00	22,608.00	0154350799 5800	COVID 19 EMERGENCY / Other Contracted Services
N22M0294	ANACAL ENGINEERING COMPANY INC	10,000.00	10,000.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0296	AIR FILTRATION SOLUTIONS	171.32	171.32	0153353819 4360	Plant Maintenance DC / Materials and Supplies Other
N22M0297	EXECUTIVE ENVIRONMENTAL SERVIC	321.80	321.80	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0298	TIME AND ALARM SYSTEM	1,885.31	1,885.31	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22R1064	CURRICULUM ASSOCIATES LLC	17,053.60	9,000.00 6,553.60 1,500.00	0111618101 4310 0130418109 4310 0130418279 5805	Donation Instruction Laguna Rd / Materials and Supplies LCFF Base Instr Laguna Road / Materials and Supplies LCFF Base Admin Laguna Road / Consultants
N22R1070	<b>RUG-ED PRODUCTS INC</b>	107.75	107.75	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
N22R1071	CORREA, VANESA AND EDUARDO	5,000.00	5,000.00	0142054261 5220	Spec Ed Parent Participation / Mileage
N22R1072	AMAZON.COM	127.53	127.53	0111912101 4310	Phelps Grant Commonwealth / Materials and Supplies Instr
N22R1073	SCHOOL NURSE SUPPLY INC	57.25	57.25	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22R1074	CDW.G	4,056.79	4,056.79	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
N22R1075	FLAGHOUSE INC	86.63	86.63	0150554101 4310	APE Autism OT Vision Instr / Materials and Supplies Instr
N22R1076	APPLE COMPUTER INC	11,416.04	11,416.04	0130215101 4310	LCFF Suppl Instr Golden Hill / Materials and Supplies Instr
N22R1077	SHOWBIE INC	119.98	119.98	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
N22R1078	<b>RUG-ED PRODUCTS INC</b>	905.10	905.10	0130215101 4310	LCFF Suppl Instr Golden Hill / Materials and Supplies Instr
N22R1079	AMAZON.COM	57.63	57.63	0111625107 4310	Cotsen Foundation Instr Richma / Materials and Supplies
N22R1080	LEARNING RESOURCES	129.27	129.27	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
N22R1081	WINSOR LEARNING INC	90.51	90.51	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
N22R1082	AMAZON.COM	101.80	101.80	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr

PO <u>NUMBER</u>	VENDOR	PO <u>TOTAL</u>	ACCOUNT <u>AMOUNT</u>	ACCOUNT <u>NUMBER</u>	PSEUDO / OBJECT DESCRIPTION
N22R1083	AEROMARK	63.58	63.58	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22R1084	MACBOOKADAPTER/AC INC	192.21	192.21	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
N22R1085	PERMA BOUND	3,989.52	3,989.52	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22R1086	DEMCO INC	43.96	43.96	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
N22R1087	ROBOT MESH	710.93	710.93	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22R1089	TEACHERS' CURRICULUM INSTITUTE	254.00	254.00	0181250101 4310	Lottery Textbook Instr Exp / Materials and Supplies Instr
N22R1090	AMAZON.COM	74.48	74.48	0142054201 4350	Special Ed Administration / Materials and Supplies Office
N22R1091	WONDER WORKSHOP	804.32	804.32	0181222101 4310	Instr Mat Lottery Pacific Inst / Materials and Supplies Inst
N22R1092	GOPHER SPORT	239.04	239.04	0110313109 4310	Reimburse Fern Disc / Materials and Supplies Instr
N22R1093	NASCO	1,101.67	1,101.67	0130423152 4310	LCFF Base Art Class Parks JH / Materials and Supplies
N22R1094	AMAZON.COM	1,184.39	1,184.39	0121552101 4310	Title IV Part A ESSA Instr / Materials and Supplies Instr
N22R1095	KNOWBUDDY RESOURCES	148.31	148.31	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
N22R1096	APPLE COMPUTER INC	95.90	95.90	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
N22R1097	ULINE INC	208.60	208.60	0151354341 4350	Health Services / Materials and Supplies Office
N22R1098	AMAZON.COM	25.84	25.84	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
N22R1099	AMAZON.COM	201.37	201.37	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
N22R1100	AMAZON.COM	26.71	26.71	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
N22R1101	AMAZON.COM	103.05	50.62	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
			52.43	0112254101 4310	Special Day Class MM Instr / Materials and Supplies Instr
N22R1102	ORANGE CNTY DEPARTMENT OF EDUC	878.75	878.75	0111630101 5850	Donation Discretionary Fisler / Admission Fees
N22R1103	WHITE RHINO PROMOTIONAL SOLUTI	475.82	475.82	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
N22R1104	PEARSON ASSESSMENT INC	1,217.70	1,217.70	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
N22R1105	AMAZON.COM	106.61	106.61	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
N22R1106	CDW.G	1,262.44	1,262.44	0130215101 4310	LCFF Suppl Instr Golden Hill / Materials and Supplies Instr

### FROM 03/27/2020 TO 04/23/2020

#### User ID: DLGUTI Report ID: PO010 <Ver. 020703>

FROM 03	/27/2020	TO 04/23/2020
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PO <u>NUMBER</u>	<u>VENDOR</u>	PO <u>TOTAL</u>	ACCOUNT <u>AMOUNT</u>	ACCOUNT <u>NUMBER</u>	PSEUDO / OBJECT DESCRIPTION
N22R1107	DEMCO INC	17.70	17.70	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
N22R1108	APPLE COMPUTER INC	5,218.76	5,218.76	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
N22R1109	APPLE COMPUTER INC	326.17	326.17	0112154101 4310	Special Day Class MS Instr / Materials and Supplies Instr
N22R1110	MITXPC INC	1,744.98	1,744.98	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
N22R1111	APPLE COMPUTER INC	160,392.50	160,392.50	0154350109 4310	COVID 19 Instruction / Materials and Supplies Instr
N22R1112	LEGO EDUCATION	1,120.22	1,120.22	8152451741 6450	Property and Liability / Repl Equip Less Than \$10,000
N22R1113	JONES SCHOOL SUPPLY	1,426.06	1,426.06	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr
N22R1114	STAPLES ADVANTAGE	181.34	181.34	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
N22R1115	POWERSCHOOL GROUP LLC	8,741.82	8,741.82	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
N22R1116	<b>RIVERSIDE INSIGHTS</b>	694.70	694.70	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
N22R1117	PEARSON ASSESSMENT INC	193.95	193.95	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
N22R1118	SOUTHWEST SCHOOL AND OFFICE SU	26,043.18	26,043.18	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
N22R1119	NATIONAL JUNIOR HONOR SOCIETY	161.63	161.63	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22R1123	<b>RUG-ED PRODUCTS INC</b>	2,560.14	2,560.14	0108852101 4310	Dual Immersion District Instr / Materials and Supplies Instr
N22R1124	KAHOOT! AS	72.00	72.00	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
N22R1125	<b>RUG-ED PRODUCTS INC</b>	413.76	413.76	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
N22R1126	OC UNITED TOGETHER	550.00	550.00	0132952101 5805	AftrSchlEdSfty Cohort 6 Instr / Consultants
N22R1127	<b>RUG-ED PRODUCTS INC</b>	827.52	827.52	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
N22R1128	SUNBURST DIGITAL	299.95	299.95	0125554341 4310	LEA Medi Cal Reimb Health Svcs / Materials and Supplies
N22R1129	AMAZON.COM	138.54	138.54	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
N22R1130	SCHOOL HEALTH CORPORATION	60.87	60.87	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
N22R1131	JONES SCHOOL SUPPLY	332.76	332.76	0130223101 4310	LCFF Supplemental Instr Parks / Materials and Supplies
N22R1132	APPLE COMPUTER INC	10,275.90	10,275.90	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
N22R1133	<b>RUG-ED PRODUCTS INC</b>	387.90	387.90	0141355239 4350	STEM Program Discrete / Materials and Supplies Office

PO <u>NUMBER</u>	<u>VENDOR</u>	PO <u>TOTAL</u>	ACCOUNT <u>AMOUNT</u>	ACCOUNT <u>NUMBER</u>	<u>PSEUDO / OB</u>
N22R1134	AMAZON.COM	96.87	96.87	0121229101 4310	Title I Woodcre
N22R1136	BRAINPOP LLC	2,550.00	2,550.00	0130227101 4310	LCFF Suppl In
N22R1137	AMAZON.COM	151.15	151.15	0130212101 4310	LCFF Supplem
N22R1138	MULTI HEALTH SYSTEMS	187.50	187.50	0125554321 4315	LEA Medi Cal
N22R1139	AMAZON.COM	941.25	941.25	0181221101 4310	Instr Mat Lotte
N22R1140	AMAZON.COM	67.97	67.97	0130417189 4310	LCFF Base Art
N22R1141	AMAZON.COM	561.84	561.84	0130418109 4310	LCFF Base Ins
N22R1142	AMAZON.COM	1,601.38	1,601.38	8152451741 4310	Property and L
N22R1143	AMAZON.COM	28.66	28.66	0130412109 4310	LCFF Base Ins
N22R1144	DATA MANAGEMENT INC	181.08	181.08	0130412109 4310	LCFF Base Ins
N22R1145	COMPLETE BUSINESS SYSTEMS	307.95	307.95	0130426279 4350	LCFF Base Ad
N22R1146	LAKESHORE LEARNING MATERIALS	651.50	651.50	0111610101 4310	Donation Instr
N22R1147	LAKESHORE LEARNING MATERIALS	271.19	271.19	0111626101 4310	Donation Instr
N22R1148	AMAZON.COM	64.11	64.11	0130212101 4310	LCFF Supplem
N22R1149	SMART APPLE MEDIA	333.06	333.06	0121212101 4310	Title I Common
N22R1150	ORANGE CNTY DEPARTMENT OF EDUC	767.75	767.75	0111615101 4310	Donation Instru
N22R1151	EAGLE COMMUNICATIONS	2,653.95	1,253.95 1,400.00	0109411102 4310 0130411109 4310	Foundation Ins LCFF Base Ins
N22R1152	AMAZON.COM	4,309.89	4,309.89	1231019101 4310	Preschool Instr
N22R1153	ORIGINAL WORKS-YOURS INC.	107.03	107.03	0111615101 4310	Donation Instru
N22R1154	PLACENTIA-YORBA LINDA USD	2,466.45	2,466.45	0154350799 4350	COVID 19 EM
N22R1155	AMAZON.COM	59.15	59.15	0111621101 4310	Donation Instr
N22R1156	AMAZON.COM	514.98	514.98	0130418109 4310	LCFF Base Ins
N22R1157	PEARSON ASSESSMENT INC	1,020.00	1,020.00	0125554321 4315	LEA Medi Cal
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### FROM 03/27/2020 TO 04/23/2020

## UDO / OBJECT DESCRIPTION

rest Instruction / Materials and Supplies Instr Instr Sunset Lane / Materials and Supplies mental Instr CW / Materials and Supplies Instr al Reimb Psych / Materials Test Kits Protocols tery Orangethorpe / Materials and Supplies rtsCrafts Design LV / Materials and Supplies str Laguna Road / Materials and Supplies Liability / Materials and Supplies Instr nstr Commonwealth / Materials and Supplies nstr Commonwealth / Materials and Supplies dmin Rolling Hills / Materials and Supplies r Acacia / Materials and Supplies Instr r Rolling Hills / Materials and Supplies Instr mental Instr CW / Materials and Supplies Instr onwealth Instr / Materials and Supplies Instr ruct Golden Hill / Materials and Supplies Instr str Beechwood / Materials and Supplies Instr nstr Beechwood / Materials and Supplies Instr truction / Materials and Supplies Instr ruct Golden Hill / Materials and Supplies Instr MERGENCY / Materials and Supplies Office r Orangethorpe / Materials and Supplies Instr nstr Laguna Road / Materials and Supplies al Reimb Psych / Materials Test Kits Protocols

PO <u>NUMBER</u>	VENDOR	PO <u>TOTAL</u>	ACCOUNT <u>AMOUNT</u>	ACCOUNT <u>NUMBER</u>	PSEUDO / OBJECT DESCRIPTION
N22R1158	TFD UNLIMITED LLC	874.99	874.99	0181219101 4310	Instr Mat Lottery Maple Instru / Materials and Supplies Inst
N22R1159	TOTALLY PROMOTIONAL	312.48	312.48	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
N22R1160	LEARNING A TO Z	549.75	549.75	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
N22R1161	EDGEWOOD PRESS INC	841.03	841.03	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
N22R1162	CULVER NEWLIN INC	669.67	669.67	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22R1163	UNIVERSITY OF OREGON	1,020.85	1,020.85	0139155101 4310	Positive Behavior Interv Instr / Materials and Supplies Inst
N22R1164	AMAZON.COM	82.91	82.91	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22S0020	COSTCO WHOLESALE	2,875.31	2,875.31	010000000 9320	Unrestricted / Stores
N22S0022	CC-PURCHASING	2,767.41	2,767.41	010000000 9320	Unrestricted / Stores
N22S0023	SOUTHWEST SCHOOL AND OFFICE SU	504.27	504.27	010000000 9320	Unrestricted / Stores
N22T0028	A-Z BUS SALES	3,333.18	1,209.18 2,124.00	0156556369 4360 0156556369 5640	Home to Sch Transportation DC / Materials and Supplies Home to Sch Transportation DC / Repairs by Vendors
N22T0029	A-Z BUS SALES	1,012.46	1,012.46	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22V0130	CDW.G	4,798.11	1,258.52 3,539.59	0140955249 4350 0140955249 6410	Info Systems Serv Media DC / Materials and Supplies Info Systems Serv Media DC / New Equip Less Than
N22V0131	APPLE COMPUTER INC	38,867.36	32,376.50 6,490.86	0108852101 4310 0108852101 6410	Dual Immersion District Instr / Materials and Supplies Instr Dual Immersion District Instr / New Equip Less Than
N22V0132	APPLE COMPUTER INC	1,295.92	1,295.92	8152451741 6450	Property and Liability / Repl Equip Less Than \$10,000
N22V0133	CDW.G	1,267.12	1,267.12	0156556369 6410	Home to Sch Transportation DC / New Equip Less Than
N22V0134	APPLE COMPUTER INC	5,973.27	5.00 5,968.27	0140955249 6410 0154350799 6410	Info Systems Serv Media DC / New Equip Less Than COVID 19 EMERGENCY / New Equip Less Than \$10,000
N22V0135	CULVER NEWLIN INC	17,312.50	14,716.26 2,596.24	0108852101 4310 0108852101 6410	Dual Immersion District Instr / Materials and Supplies Instr Dual Immersion District Instr / New Equip Less Than
N22V0136	CULVER NEWLIN INC	34,624.98	29,432.51 5,192.47	0153750109 4310 0153750109 6410	Business Admin Instruction / Materials and Supplies Instr Business Admin Instruction / New Equip Less Than

PO <u>NUMBER</u>	VENDOR	PO <u>TOTAL</u>	ACCOUNT <u>AMOUNT</u>	ACCOUNT <u>NUMBER</u>	PSEUDO / OBJECT DESCRIPTION
N22V0137	CDW.G	1,291.92	1,291.92	0111630101 6410	Donation Discretionary Fisler / New Equip Less Than
N22V0138	AMAZON.COM	1,323.88	1,323.88	0130412109 6410	LCFF Base Instr Commonwealth / New Equip Less Than
N22V0139	BLUE VIOLET NETWORKS LLC	4,657.22	4,657.22	0153353859 6410	Maintenance Facilities DC / New Equip Less Than \$10,000
N22V0140	CULVER NEWLIN INC	15,023.19	8,480.74 6,542.45	0108852101 4310 0108852101 6410	Dual Immersion District Instr / Materials and Supplies Instr Dual Immersion District Instr / New Equip Less Than
N22V0141	CULVER NEWLIN INC	12,770.41	8,480.74 4,289.67	0108852101 4310 0108852101 6410	Dual Immersion District Instr / Materials and Supplies Instr Dual Immersion District Instr / New Equip Less Than
N22V0142	GEARY PACIFIC SUPPLY	6,346.54	6,346.54	8152451741 6450	Property and Liability / Repl Equip Less Than \$10,000
N22V0143	APPLE COMPUTER INC	2,394.89	2,394.89	0130219101 6410	LCFF Supplemental Instr Maple / New Equip Less Than
N22V0144	CDW.G	4,363.88	4,363.88	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
N22V0145	APPLE COMPUTER INC	4,469.62	4,469.62	0132952101 6410	AftrSchlEdSfty Cohort 6 Instr / New Equip Less Than
N22V0146	NASCO	922.72	922.72	0151354341 6410	Health Services / New Equip Less Than \$10,000
N22V0147	CULVER NEWLIN INC	14,910.76	13,204.00	0153750109 4310	Business Admin Instruction / Materials and Supplies Instr
			1,706.76	0153750109 6410	Business Admin Instruction / New Equip Less Than
N22V0148	CULVER NEWLIN INC	64,138.08	21,960.88	0156556369 4350	Home to Sch Transportation DC / Materials and Supplies
			19,803.47	0156556369 6410	Home to Sch Transportation DC / New Equip Less Than
			22,373.73	0156556369 6550	Home to Sch Transportation DC / Repl Equip Greater Than
N22V0149	<b>B AND H PHOTO VIDEO INC</b>	17,079.74	3,530.17 13,549.57	0140955249 4350 0140955249 6410	Info Systems Serv Media DC / Materials and Supplies Info Systems Serv Media DC / New Equip Less Than
N22V0150	BLUE VIOLET NETWORKS LLC	40,510.09	40,510.09	0153353859 6410	Maintenance Facilities DC / New Equip Less Than \$10,000
N22V0151	GLASBY MAINTENANCE SUPPLY COMP	13,902.99	13,902.99	0154253829 6410	Custodial Discretionary / New Equip Less Than \$10,000
N22X0388	SOUTHWEST SCHOOL AND OFFICE SU	200.00	200.00	0150855359 4350	District Testing / Materials and Supplies Office
N22X0388 N22X0389	PAK, CHRISTINE L	2,500.00	2,500.00	0171054101 5805	Outside Services ICA NPA NPS / Consultants
N22X0390	MYTHERAPYCOMPANY LLC	30,000.00	30,000.00	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency
N22X0391	QUADIENT INC	46,500.00	1,500.00 45,000.00	0152950729 4350 0152950729 5901	Districtwide Expenditures / Materials and Supplies Office Districtwide Expenditures / Communications Postage

PO <u>NUMBER</u>	VENDOR	PO <u>TOTAL</u>	ACCOUNT <u>AMOUNT</u>	ACCOUNT <u>NUMBER</u>	PSEUDO / OBJECT DESCRIPTION
N22Z0077	CLEMMONS SERVICES INC	5,000.00	5,000.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
	Fund 01 Total:	766,583.87			
	Fund 12 Total:	4,309.89			
	Fund 81 Total:	26,814.06			
	<b>Total Amount of Purchase Orders:</b>	797,707.82			

## **FULLERTON ELEMENTARY**

### PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BOARD OF TRUSTEES MEETING 05/12/2020

### FROM 03/27/2020 TO 04/23/2020

РО		РО	CHANGE	ACCOUNT	FROM 05/27/2020 TO 04/25/2020
<u>NUMBER</u>	VENDOR	TOTAL		NUMBER	PSEUDO / OBJECT DESCRIPTION
N22D0236	BRIAN KENYON ART STUDIO INC	1,295.00	-1,395.36	0130427279 4350	LCFF Base Admin Sunset Lane / Materials and Supplies
N22D0352	PRESSAVVY INC.	484.27	+57.23	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
N22M0096	DESIGN WORKS, THE	4,603.00	+75.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
N22M0097	DESIGN WORKS, THE	1,550.00	+600.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
N22X0010	SOUTHWEST SCHOOL AND OFFICE SU	28,000.00	-10,000.00	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
			-5,000.00	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
N22X0012	SOUTHWEST SCHOOL AND OFFICE SU	14,100.00	+4,000.00	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
N22X0021	DEELITE DISTRIBUTION	1,800.00	+200.00	0111612171 4310	Donation Field Trip CommonwIth / Materials and Supplies
N22X0064	PEPPER MUSIC, J W	901.77	+101.77	0130423139 4310	LCFFBase InstrumntlMusic Parks / Materials and Supplies
N22X0095	SOUTHERN CALIFORNIA NEWS GROUP	2,500.00	+2,000.00	0153750799 5830	Business Administration DC / Legal Advertising
N22X0136	KONICA MINOLTA BUSINESS SOLUTI	10,500.00	+3,000.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
N22X0211	SOUTHWEST SCHOOL AND OFFICE SU	50,000.00	+27,000.00	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
N22X0215	KOMATSU FORKLIFT USA LLC	2,500.00	+500.00	0153150759 4363	Warehouse DC / Materials and Supplies Repairs
N22X0324	SEA CHANGE THERAPY LLC	63,762.50	+23,762.50	0171054101 5865	Outside Services ICA NPA NPS / Nonpublic School Services
N22Y0020	METRO FLUID CONNECTORS	962.89	+212.89	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
N22Z0027	LOWES HIW INC	25,000.00	+5,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
N22Z0043	SSD ALARM SYSTEMS	12,000.00	+5,000.00	0154253829 5800	Custodial Discretionary / Other Contracted Services
N22Z0075	ARAMARK UNIFORM SERVICE	2,450.00	+1,700.00	0153353819 4362	Plant Maintenance DC / Supplies Uniforms
	Fund 01 Tota	al:	56,814.03		

Fund 01 Total: Total Amount of Change Orders:

56,814.03

User ID: DLGUTI

Report ID: PO011

## **FULLERTON ELEMENTARY**

## PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

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		BOARD OF TRUST	EES	05/12/2020	FROM03/27/2020 TO 04/23/2020
PO <u>NUMBER</u>	VENDOR	PO <u>TOTAL</u>	ACCOUNT <u>AMOUNT</u>	ACCOUNT <u>NUMBER</u>	PSEUDO / OBJECT DESCRIPTION
N22M0248	SUPERIOR SIGNS AND GRAPHICS	268.11	268.11	0153353859 4363	Maintenance Facilities DC / Materials and Supplies
N22M0295	AMERICAN MODULAR SYSTEMS INC	725.65	725.65	0153353859 4363	Maintenance Facilities DC / Materials and Supplies
N22R1024	SHOWBIE INC	149.00	149.00	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
N22S0021	COSTCO WHOLESALE	1,514.33	1,514.33	010000000 9320	Unrestricted / Stores
	Fund 01 Total: Total Amount of Purchase Orders:	2,657.09 2,657.09			

Addendum To: Purchase Orders Report Board of Trustees Meeting 5/12/2020

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

<u>PO Number</u>	<u>Vendor</u>	PO Total	Account Amt.	Account #	Pseudo/Object Description
N22R1020	Riverside Insights	\$5331.77	\$5331.77	01141541014315	Early Lrning Incl PreSchl Inst Materials and Supplies Instr
N22R1021	<b>Cochlear Americas</b>	\$440.61	\$440.61	01508553594350	District Testing Material And Supplies
N22R1022	CDWG	\$4900.00	\$4900.00	01409552494350	Info Systems Serv Media DC Materials and Supplies
N22R1135	Apple Computer	\$1125.55	\$1125.55	01131541016410	Low Incidence New Equip Less Than \$10,000

The following Purchase Order was cancelled during reporting period and isn't reflected on Cancelled Orders:

<u>PO Number</u>	<u>Vendor</u>	PO Total	Account Amt.	Account #	Pseudo/Object Description
N22R1088	CDWG	\$4897.32	\$4897.32	01409552496410	Info Systems Serv Media DC New Equip Less Than \$10,000

## FULLERTON SCHOOL DISTRICT

BOARD AGENDA ITEM #1d

## CONSENT ITEM

DATE:	May 12, 2020
то:	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 220569 THROUGH 220611 FOR THE 2019/2020 SCHOOL YEAR
Background:	Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated March 27, 2020 through April 23, 2020 contains purchase orders numbered 220569 through 220611 for the 2019/2020 school year totaling \$338,650.68. Purchase order number 220578 was void.
	Board action is required per Board Policy 3000(b), Roles of Board of Trustees.
<u>Rationale:</u>	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 220569 through 220611 for the 2019/2020 school year.
RC:MB:tg Attachment	

## Schedule of Open / Processed Food and Commodity Purchase Order Report 03-27-20 through 04-23-20

Date	Vendor	PO Number	Category	Amount
	Open Purchase Orders			
	Amount Not To Exceed			
3/31/2020	Subway 36125	220573	Food	20,000.00
3/31/2020	JP23 Urban Kitchen and Bar	220574	Food	20,000.00
3/31/2020	Papa John's Pizza	220575	Food	100,000.00
3/31/2020	Driftwood Dairy	220577	Food	80,000.00
4/2/2020	Les Amis Restaurant	220582	Food	20,000.00
	Total OPEN Purchase Orders			\$ 240,000.00
	Total Purchase Orders Out of Date Sec		1 <b>2</b> 1	
	Total Processed Food & Commodity P.	O.'s		9 <u>2</u> 6
	Total Purchase Orders from Purchase	Order Detail Report		98,650.6
	TOTAL PURCHASE ORDERS			\$ 338,650.6

## **Purchase Orders - Detail Fullerton School District**

\$52.1500

\$35.7700

\$13.6400

\$19.1200

Sales Tax:

P.O. Total:

\$1,564.50

\$3,147.76

\$1,147.20

\$21,861.66

\$818.40

\$0.00

30

88

60

60

case

case

case

case

57018

30007

4317

8269

Vendor Name Driftwood Dairy, Inc.			PO No. P.O. Date Date Needed Revised Needed Date Account No.	Use Ve	Use Vendor Numbers	
			220577 3/31/2020 4/30/2020			
Qty	Unit	Item No.	Description	Unit Cost E	xtended Cos	
0000	EA	997004	Non Fat Milk, 1/2PT Eco #12049	\$0.2818	\$2,818.00	
30000	EA	997007	Lowfat Milk, 1% Pouch 1/2 PT #13090	\$0.2239	\$17,912.00	
30000	EA	997009	CHOC Milk, NonFat 1/2 PT Pouch #16090	\$0.2069	\$16,552.00	
10	CS	997031	Soy Milk, Vanilla 18/80z #45876	\$14.0000	\$140.00	
10	each	997032	Yogurt, 1/2 pt., Assorted Flavors	\$0.5204	\$5.20	
0	EA	997092	Yogurt, Vanilla LF 32lb #52935	\$32.9500	\$329.5	
0	CS	997052	Yogurt, Strw/Bana, Dannon, 48/4oz/case #52101	\$10.6800	\$106.8	
5	CS	997017	Cream Cheese 100/1 oz cup/cs #60501	\$17.0000	\$85.0	
720	ea	13040	Lowfat Milk, 1%Eco 1/2 PT	\$0.2339	\$168.4	
30000	ea	16040	ChocMilk, NonFat 1/2PT Eco	\$0.2169	\$6,507.00	
			Sales Tax:		\$0.0	
			P.O. Total:		\$44,623.9	
			Vendor Total:			
			tondor round		\$44,623.9	
California School Nutrition Association			220597 4/14/2020 4/14/2020			
Qty	Unit	Item No.	Description	Unit Cost E	Extended Cos	
L	ea	1	CSNA & Local Chapter Dues - Renewal	\$55.0000	\$55.0	
			Sales Tax:		\$0.00	
			P.O. Total:		\$55.00	
			Vendor Total		\$55.00	
Gold S	tar Foods Inc.		220569 3/30/2020 3/30/2020 4/2/2020			
		Itom No				
<b>Qty</b> 30	Unit	Item No.	Description	Unit Cost H		
	Case	123	Hot Dog, 8/1- Farmland GS#113205 Sales Tax:	\$35.7700	\$1,073.1	
					\$0.00	
~			P.O. Total:		\$1,073.10	
Gold S	tar Foods Inc.		220576 3/31/2020 4/2/2020 4/24/2020			
Qty	Unit	Item No.	Description	Unit Cost	Extended Cos	
00	Cs	123	Quesadilla, IW GS#401528- 48 Each	\$40.0300	\$4,003.0	
50	Cs	123	Cheese Cup GS#	\$99.9900	\$4,999.5	
			Sales Tax:		\$0.00	
			P.O. Total		\$9,002.50	
Gold Star Foods Inc.			220579 3/31/2020 4/2/2020		\$9,002.5	
Qty	Unit	Item No.	Description	Unit Cost H		
30	case	7231	Cinnamon Roll, GS#113950 IW 72/cs	\$36.8200	\$2,945.6	
.00	case	30354	Muffin, Double Choc IW GS#134237 60/cs	\$27.6500	\$2,765.0	
30	case	30308	Bread, Banana GS#133796 SuprBkry#6071 70/3.4oz.	\$42.4700	\$3,397.6	
0	case	3005	Cereal, Cocoa Puffs Rd/Sugar GS#203119 96/cs	\$23,3600	\$1,401.6	
1	case	30355	Concha, Variety Pack, IW GS#133841 84/cs	\$41.4000	\$2,939.4	
0	case	56054	Burrito, Bean&Cheese IW GS#403406 96/cs	\$57.8200	\$1,734.6	
0				\$J1.0200	ΦT*/ D+/0	

Cheeseburger, MiniTwnsGS#403436/ QCB655 72/4.55oz

Hot Dog, All Beef GS# 113205 8/1 80/case

Chips, Tortilla GS#208220 80/case

Ketchup, Natural w/Sugar GS#402085 1000/cs

## Purchase Orders - Detail

## **Fullerton School District**

Show all data where the Order Date is between 3/27/2020 and 4/23/2020

Vendor Name					
Gold Star Foods Inc.			220583 4/2/2020 4/9/2020 4/10/2020		
Qty	Unit	Item No.	Description	Unit Cost E	xtended Cost
40	case	3002	Cereal, CinnaToast R/Sugar GS#200914 GM 96/cs	\$36.4800	\$1,459.20
20	case	54015	Cheese, String Cmdy LOL, GS#401172, 168/cs, MF#59701	\$15.8200	\$316.40
95	case	30214	Taco Stick, Beef GS#400946 IW 50/case	\$38.2900	\$3,637.55
40	case	30007	Hot Dog, All Beef GS# 113205 8/1 80/case	\$35.7700	\$1,430.80
10	case	3072	Cereal, Granola Lowfat Mal-O-Meal GS#201564 4/50oz	\$39.1400	\$391.40
			Sales Tax:		\$0.00
			P.O. Total:		\$7,235.35
Gold Star Foods Inc.			220584 4/3/2020 4/7/2020		
Qty	Unit	Item No.	Description	Unit Cost E	xtended Cos
4	case	3011	Cereal, Rice Chex GS#203127 96/case	\$23.3600	\$93.44
			Sales Tax:		\$0.00
			P.O. Total		\$93.44
Gold Star Foods Inc.			220585 4/6/2020 4/10/2020		
Qty Unit Item No.		Item No	Description	Unit Cost E	utandad Cas
20	Case	123	Raisins GS#202545 144/1.5 oz	\$99.9900	\$1,999.80
20	Cuse	125	Sales Tax:	499.9900	\$1,999.80
			P.O. Total:		
Cald S	tar Foods Inc.				\$1,999.80
			220587 4/2/2020 4/10/2020		
Qty	Unit	Item No.	Description	Unit Cost E	xtended Cos
200	case	30307	Bread, Crumb GS#113034 Daves#360 28/3.6oz.	\$15.3500	\$3,070.00
			Sales Tax:		\$0.00
			P.O. Total		\$3,070.00
Gold Star Foods Inc.			220588 4/7/2020 4/10/2020		
Qty	Unit	Item No.	Description	Unit Cost E	xtended Cos
40	CS	1	Muffin, Blueberry IW GS#113421 60/3.15oz	\$26.2600	\$1,050.40
			Sales Tax:		\$0.00
			P.O. Total		\$1,050.40
Gold Star Foods Inc.			220591 4/9/2020 4/14/2020		
Qty	Unit	Item No.	Description	Unit Cost E	xtended Cos
10	case	30307	Bread, Crumb GS#113034 Daves#360 28/3.6oz.	\$15.3500	\$153.50
36	case	54015	Cheese, String Cmdy LOL, GS#401172, 168/cs, MF#59701	\$15.8200	\$569.52
5	case	3072	Cereal, Granola Lowfat Mal-O-Meal GS#201564 4/50oz	\$39.1400	\$195.70
10	case	30355	Concha, Variety Pack, IW GS#133841 84/cs	\$41.4000	\$414.00
			Sales Tax:		\$0.00
			P.O. Total:		\$1,332.72
Gold Star Foods Inc.			220593 4/10/2020 4/10/2020 4/14/2010		
Qty	Unit	Item No.	Description	Unit Cost E	_
82	Case	123	Hot Dog, Hoffy, Beef GS#140300	\$32.8200	\$2,691.24
			Sales Tax:		\$0.00
			P.O. Total		\$2,691.24
Gold Star Foods Inc.			220598 4/14/2020 4/17/2020		\$2,091.24
Qty	Unit	Item No.			
50		30355	Description Concha, Variety Pack, IW GS#133841 84/cs	Unit Cost E	
	case	30355 30354	Muffin, Double Choc IW GS#133841 84/cs	\$41.4000	\$2,070.00
72	case	50554		\$27.6500	\$1,990.80
			Sales Tax:		\$0.00
			P.O. Total:		\$4,060.8

Fullerton School District Show all data where the Order Date is between 3/27/2020 and 4/23/2020

Gold St Qty			PO No. P.O. Date Date Needed Revised Needed Date Account No.	Use Ve	ndor Number
Qty	tar Foods Inc.		220604 4/14/2020 4/17/2020		
- •	Unit	Item No.	Description	Unit Cost E	xtended Cos
34	Case	123	Peaches, Diced (GS# 210243)	\$36.0100	\$3,024.84
12	Case	123	Pears, Diced (GS#210244)	\$36.0200	\$1,512.8
15	Case	123	Cinnamon Crumb Cake, BV (GS# 406525)	\$34.0200	\$1,530.9
12	Case	123	Garbonzo bean (GS#209788)	\$19.1800	\$805.5
			Sales Tax:		\$0.0
			P.O. Total:		\$6,874.1
Gold St	tar Foods Inc.		220605 4/17/2020 4/21/2020		
Qty	Unit	Item No.	Description	Unit Cost E	xtended Co
12	Case	123	Raisins (GS# 202545) 144 Pack	\$25.6300	\$307.5
27	Case	123	Hot Dog, BF, Eisenberg (GS# 138511)	\$38.6600	\$1,043.8
			Sales Tax:		\$0.0
			P.O. Total:		\$1,351.3
Gold St	tar Foods Inc.		220606 4/17/2020 4/21/2020		
Qty	Unit	Item No.	Description	Unit Cost E	xtended Co
75	case	30308	Bread, Banana GS#133796 SuprBkry#6071 70/3.4oz.	\$42.4700	\$3,185.2
55	case	3002	Cereal, CinnaToast R/Sugar GS#200914 GM 96/cs	\$23.3600	\$1,284.8
38	case	30007	Hot Dog, All Beef GS# 113205 8/1 80/case	\$35.7700	\$1,359.2
50	case	30355	Concha, Variety Pack, IW GS#133841 84/cs	\$41.4000	\$2,070.0
5	case	3072	Cereal, Granola Lowfat Mal-O-Meal GS#201564 4/50oz	\$39.1400	\$195.7
			Sales Tax:		\$0.0
			P.O. Total:		\$8,095.0
Gold St	tar Foods Inc.		220608 4/21/2020 4/24/2020		
Qty	Unit	Item No.	Description	Unit Cost E	vtended Co
35	case	7231	Cinnamon Roll, GS#113950 IW 72/cs	\$36.8200	\$1,288.7
20	case	30354	Muffin, Double Choc IW GS#134237 60/cs	\$27.6500	\$553.0
			Sales Tax:		\$0.0
			P.O. Total		\$1,841.7
			8		φ1,011.7
			Vendor Total:		\$71,633.2
					+ · _ y · _
	Paper Supply Cor		220570 3/30/2020 4/1/2020		
Qty	Unit	Item No.	Description	Unit Cost E	□ xtended Co
			Description Tray, Ovenable 6.5x5 PRW-PCS5613 540/cs	Unit Cost E \$34.3500	xtended Co \$412.2
Qty	Unit	Item No.	Description Tray, Ovenable 6.5x5 PRW-PCS5613 540/cs Sales Tax:		<b>xtended Co</b> \$412.2 \$0.0
<b>Qty</b>	Unit case	Item No. 86214	Description Tray, Ovenable 6.5x5 PRW-PCS5613 540/cs Sales Tax: P.O. Total:		xtended Co \$412.2 \$0.0 \$412.2
Qty 2 P & R I	Unit case Paper Supply Cor	Item No. 86214	Description           Tray, Ovenable 6.5x5 PRW-PCS5613 540/cs           Sales Tax:           P.O. Total:           220571 3/30/2020 4/1/2020	\$34.3500	□ xtended Co \$412.2 \$0.0 \$412.2 □
Qty 12 P & R I Qty	Unit case Paper Supply Cor Unit	Item No. 86214 mpany, Inc. Item No.	Description           Tray, Ovenable 6.5x5 PRW-PCS5613 540/cs           Sales Tax:           P.O. Total:           220571 3/30/2020 4/1/2020           Description	\$34.3500 Unit Cost E	□ xtended Co \$412.2 \$0.0 \$412.2 □ xtended Co
Qty 2 P & R I	Unit case Paper Supply Cor	Item No. 86214	Description           Tray, Ovenable 6.5x5 PRW-PCS5613 540/cs           Sales Tax:           P.O. Total:           220571 3/30/2020 4/1/2020           Description           Bag, Foil Hot Dog Plain P&R PPC-300456 1000/cs	\$34.3500	□ xtended Co \$412.2 \$0.0 \$412.2 □ xtended Co \$406.9
Qty 12 P & R I Qty	Unit case Paper Supply Cor Unit	Item No. 86214 mpany, Inc. Item No.	Description           Tray, Ovenable 6.5x5 PRW-PCS5613 540/cs           Sales Tax:           P.O. Total:           220571 3/30/2020 4/1/2020           Description	\$34.3500 Unit Cost E	□ xtended Co \$412.2 \$0.0 \$412.2 □ xtended Co
Qty 12 P & R I Qty	Unit case Paper Supply Cor Unit	Item No. 86214 mpany, Inc. Item No.	Description           Tray, Ovenable 6.5x5 PRW-PCS5613 540/cs           Sales Tax:           P.O. Total:           220571 3/30/2020 4/1/2020           Description           Bag, Foil Hot Dog Plain P&R PPC-300456 1000/cs	\$34.3500 Unit Cost E	□ xtended Co \$412.2 \$0.0 \$412.2 □ xtended Co \$406.9
Qty 12 P & R I Qty 10	Unit case Paper Supply Cor Unit	Item No.           86214           mpany, Inc.           Item No.           81029	Description           Tray, Ovenable 6.5x5 PRW-PCS5613 540/cs           Sales Tax:           P.O. Total:           220571 3/30/2020 4/1/2020           Description           Bag, Foil Hot Dog Plain P&R PPC-300456 1000/cs           Sales Tax:           Sales Tax:	\$34.3500 Unit Cost E	☐ xtended Co \$412.2 \$0.0 \$412.2 ☐ xtended Co \$406.9 \$0.0
Qty 12 P & R I Qty 10	Unit case Paper Supply Cor Unit case	Item No.           86214           mpany, Inc.           Item No.           81029	Description Tray, Ovenable 6.5x5 PRW-PCS5613 540/cs Sales Tax: P.O. Total: 220571 3/30/2020 4/1/2020 Description Bag, Foil Hot Dog Plain P&R PPC-300456 1000/cs Sales Tax: P.O. Total:	\$34.3500 Unit Cost E	
Qty 12 P & R I Qty 10 P & R I	Unit case Paper Supply Cor Unit case Paper Supply Cor	Item No.           86214           mpany, Inc.           Item No.           81029           mpany, Inc.	Description           Tray, Ovenable 6.5x5 PRW-PCS5613 540/cs           Sales Tax:           P.O. Total:           220571 3/30/2020 4/1/2020           Description           Bag, Foil Hot Dog Plain P&R PPC-300456 1000/cs           Sales Tax:           P.O. Total:           220572 3/30/2020 4/1/2020	\$34.3500 Unit Cost E \$40.6900	
Qty 12 P & R I Qty 10 P & R I Qty	Unit case Paper Supply Con Unit case Paper Supply Con Unit	Item No.           86214           mpany, Inc.           Item No.           81029           mpany, Inc.           Item No.	Description           Tray, Ovenable 6.5x5 PRW-PCS5613 540/cs           Sales Tax:           P.O. Total:           220571 3/30/2020 4/1/2020           Description           Bag, Foil Hot Dog Plain P&R PPC-300456 1000/cs           Sales Tax:           P.O. Total:           220572 3/30/2020 4/1/2020           Description	\$34.3500 Unit Cost E \$40.6900 Unit Cost E	☐ xtended Co \$412.2 \$0.0 \$412.2 ☐ xtended Co \$406.9 \$0.0 \$406.9 ☐ xtended Co \$406.9 ☐ \$406.9 ☐ \$406.9 ☐ \$402.2 \$0.0 \$412.2 \$0.0 \$412.2 \$0.0 \$412.2 \$0.0 \$412.2 \$0.0 \$412.2 \$0.0 \$412.2 \$0.0 \$412.2 \$0.0 \$412.2 \$0.0 \$412.2 \$0.0 \$412.2 \$0.0 \$412.2 \$0.0 \$412.2 \$0.0 \$412.2 \$0.0 \$412.2 \$0.0 \$412.2 \$0.0 \$412.2 \$0.0 \$412.2 \$0.0 \$412.2 \$0.0 \$406.9 \$0.0 \$406.9 \$0.0 \$406.9 \$0.0 \$406.9 \$0.0 \$406.9 \$0.0 \$406.9 \$0.0 \$406.9 \$0.0 \$406.9 \$0.0 \$406.9 \$406.9 \$0.0 \$0.0 \$0.
Qty 12 P & R I Qty 10 P & R I Qty	Unit case Paper Supply Con Unit case Paper Supply Con Unit	Item No.           86214           mpany, Inc.           Item No.           81029           mpany, Inc.           Item No.	Description         Tray, Ovenable 6.5x5 PRW-PCS5613_540/cs         Sales Tax:         P.O. Total:         220571_3/30/2020_4/1/2020         Description         Bag, Foil Hot Dog Plain P&R PPC-300456_1000/cs         Sales Tax:         P.O. Total:         220572_3/30/2020_4/1/2020         Description         Tea Bags, Blck Leaf Lipton #200544 Tetley 10/100ct         Sales Tax:         Sales Tax:         P.O. Total:	\$34.3500 Unit Cost E \$40.6900 Unit Cost E	
Qty 2 P & R I Qty 0 P & R I Qty 2	Unit case Paper Supply Con Unit case Paper Supply Con Unit	Item No.           86214           mpany, Inc.           Item No.           81029           mpany, Inc.           Item No.           3104	Description           Tray, Ovenable 6.5x5 PRW-PCS5613_540/cs           Sales Tax:           P.O. Total:           220571_3/30/2020_4/1/2020           Description           Bag, Foil Hot Dog Plain P&R PPC-300456_1000/cs           Sales Tax:           P.O. Total:           220572_3/30/2020_4/1/2020           Description           Tea Bags, Blck Leaf Lipton #200544 Tetley 10/100ct	\$34.3500 Unit Cost E \$40.6900 Unit Cost E	☐ xtended Co \$412.2 \$0.0 \$412.2 ☐ xtended Co \$406.9 \$0.0 \$406.9 ☐ xtended Co \$406.9 ☐ \$406.9 ☐ \$406.9 ☐ \$400.9 ☐ \$400.00 \$400.000 \$400.000 \$400.0000 \$400.0000000000000000

### Purchase Orders - Detail Fullerton School District

Show all data where the Order Date is between 3/27/2020 and 4/23/2020

Vendor Name			PO No. P.O. Date Date Needed Revised N	Use Vendor Numbers		
P & R	Paper Supply C	Company, Inc.	220581 4/2/2020 4/8/2020			
Qty	Unit	Item No.	Description		Unit Cost E	xtended Cos
	case	88101	Napkin, LowFold Tidynap#NAT-01255 32/250/case		\$25.0600	\$100.24
8	case	86214	Tray, Ovenable 6.5x5 PRW-PCS5613 540/cs		\$34.3500	\$961.8
5	Roll	87201	Foil 18x1000' Heavy Gauge, Alum HFA-11807		\$48.6600	\$729.9
				Sales Tax:		\$56.5
				P.O. Total:		\$1,848.5
P & R	Paper Supply C	Company, Inc.	220586 4/6/2020 4/8/2020			
Qty	Unit	Item No.	Description		Unit Cost	xtended Co
00	case	81020	Bag 12x18 freezer/food ELK-BOR1218HD 1000/cs		\$18.8000	\$1,880.0
0	CS	81003	Bag *bunpan18x24 Elkay B0R1824HD 250/cs		\$10.1000	\$505.0
	case	87301	Pallet Wrap 80 Gauge, 18"x1476' SF185515-NIT		\$31.7500	\$127.0
				Sales Tax:		\$194.6
				P.O. Total		\$2,706.6
P & R	Paper Supply C	Company, Inc.	220592 4/9/2020 4/15/2020			
Qty	Unit	Item No.	Description		Unit Cost E	xtended Co
	case	81029	Bag, Foil Hot Dog Plain P&R PPC-300456 1000/cs		\$40.6900	\$122.0
7	Roll	87201	Foil 18x1000' Heavy Gauge, Alum HFA-11807		\$48.6600	\$827.2
				Sales Tax:		\$64.1
				P.O. Total:		\$1,013.4
P & R	Paper Supply C	Company, Inc.	220594 4/13/2020 4/15/2020			
Qty	Unit	Item No.	Description		Unit Cost E	xtended Co
	case	81028	Bag Chick-foilw/pic Papercohi 444492 1M/case		\$27.5500	\$110.2
1	case	80004	Gloves, Disp, Latex (L) #NET-754434 10/100/case		\$32.0500	\$192.3
				Sales Tax:		\$14.9
				P.O. Total:		\$317.4
P & R	Paper Supply C	Company, Inc.	220595 4/13/2020 4/15/2020			
Qty	Unit	Item No.	Description		Unit Cost E	xtended Co
	case	81029	Bag, Foil Hot Dog Plain P&R PPC-300456 1000/cs		\$40.6900	\$284.8
1	case	81020	Bag 12x18 freezer/food ELK-BOR1218HD 1000/cs		\$18.8000	\$582.8
	CS	81003	Bag *bunpan18x24 Elkay B0R1824HD 250/cs		\$10.1000	\$60.6
				Sales Tax:		\$49.8
				P.O. Total:		\$978.1
P & R	Paper Supply C	Company, Inc.	220603 4/16/2020 4/22/2020			
Qty	Unit	Item No.	Description		Unit Cost	xtended Co
,	case	81029	Bag, Foil Hot Dog Plain P&R PPC-300456 1000/cs		\$40.6900	\$284.8
1	case	81020	Bag 12x18 freezer/food ELK-BOR1218HD 1000/cs		\$18.8000	\$582.8
	CS	81003	Bag *bunpan18x24 Elkay B0R1824HD 250/cs		\$10.1000	\$60.6
				Sales Tax:		\$49.8
				P.O. Total		\$978.1
			·	Vendor Total:		\$8,722.5
<b>D</b> -						_
	Plastics		220602 4/16/2020 4/29/2020			
Qty	Unit	Item No.	Description		Unit Cost E	
4	case	86213	Tray 3 5/16x3 5/16, 1350/case Part#5010-128500		\$38.8000	\$2,483.2
				Sales Tax:		\$0.0
						** *** *

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P.O. Total:

\$2,483.20

4/27/2020 7:00:33 AM

#### Fullerton School District Show all data where the Order Date is between 3/27/2020 and 4/23/2020

Vendo	or Name		PO No. P.O. Date	Date Needed Revis	sed Needed Date Account No.	Use Ve	endor Numbe
					Vendor Total:		\$2,483.2
Action	Sales		220607 4/21/2020	) 4/21/2020			
Qty	Unit	Item No.	Description			Unit Cost E	xtended Co
102	ea	12HP110	Hi-Temp Food Pan			\$25.9900	\$2,650.9
					Sales Tax:		\$205.4
					P.O. Total:		\$2,856.4
					Vendor Total		\$2,856.4
ProGu	ard Service and	Solutions	220596 4/13/2020	) 4/15/2020			
Qty	Unit	Item No.	Description			Unit Cost E	Extended Co
2	case	70035	Sanitizer Low Temp 5 ga			\$36.8800	\$73.7
2	case	70025	Detergent Metal Safe 4x8	8 capsules, #8000027		\$144.6800	\$289.3
					Sales Tax:		\$28.1
					P.O. Total:		\$391.2
ProGu	ard Service and	Solutions	220599 4/15/2020	) 4/15/2020			
Qty	Unit	Item No.	Description			Unit Cost E	Extended Co
5	CS	1	Oven&Grill Cleaner Gel 4	1-32oz		\$55.5600	\$277.8
					Sales Tax:		\$21.5
					P.O. Total:		\$299.3
					Vendor Total:		\$690.6
Papa J	ohn's Pizza		220575 3/31/2020	) 6/30/2020			
Qty	Unit	Item No.	Description			Unit Cost E	
0000	each	997557	Pizza, Whole Grain 16" P	epperoni		\$8.5600	\$85,600.0
					Sales Tax:	1010000	\$0.0
					P.O. Total:		\$85,600.0
					Vendor Total		\$85,600.0
Subwa	- 26105		000550 2/01/0004				_
	y 36125	T4 NT		) 6/30/2020	4710	<b>TT 1 1</b>	
<b>Qty</b> 250	Unit	Item No.	Description			Unit Cost E	
260	ea ea	1 1	Inv.#2020-04-06-A/Golde Inv.#2020-04-06-B/Raym			\$2.2500 \$2.2500	\$562.5 \$585.0
220	ea	1	Inv.#2020-04-06-C/Rollin			\$2.2500	\$385.0
00	ea	1	Inv.#2020-04-06-D/Sunse	-		\$2.2500	\$1,125.0
00	ea	1	Inv.#2020-04-07-A/Com	monwealth dtd 4/7/20		\$2.2500	\$675.0
30	ea	1	Inv.#2020-04-07-B/Fern	Dr. dtd 4/7/20		\$2.2500	\$292.5
00	ea	1	Inv.#2020-04-07-C/Pacifi			\$2.2500	\$900.0
UN	ea	1	Inv.#2020-04-08-A/Acaci			\$2.2500	\$630.0
	ea	1	Inv.#2020-04-08-B/Valen	cia Pk. dtd 4/8/20		\$2,2500	\$675.0
280 300							
300 270	ea	1	Inv#2020-04-08-C/Wood			\$2.2500	\$607.5
800 270 820	ea ea	1	Inv.#2020-04-09-A/Fisler	, dtd 4/9/20		\$2.2500	\$720.0
800 270	ea			r, dtd 4/9/20 na Rd, dtd 4/9/20			

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#### **Fullerton School District**

Show all data where the Order Date is between 3/27/2020 and 4/23/2020

Subwa	y 36125		PO No.         P.O. Date         Date Needed         Revised Needed Date         Accord Accord           220573         3/31/2020         6/30/2020         4710	
Qty	Unit	Item No.	Description	Unit Cost Extended Cost
190	ea	1	Inv.#2020-04-10-A/Beechwood, dtd 4/10/20	\$2.2500 \$427.50
100	ea	1	Inv.#2020-04-10-B/Hermosa Dr., dtd 4/10/20	\$2.2500 \$427.30
220	ea	1	Inv.#2020-04-10-C/Maple, dtd 4/10/20	\$2.2500 \$225.00
400	ea	1	Inv.#2020-01-10-D/Richman, dtd 4/10/20	\$2.2500 \$900.00
230	ea	1	Inv.#2020-04-13-A/Golden Hill, dtd 4/13/20	\$2.2500 \$517.50
230	ea	1	Inv.#2020-04-13-B/Raymond, dtd 4/13/20	\$2.2500 \$517.50
180	ea	1	Inv.#2020-04-13-C/Rolling Hills, dtd 4/13/20	\$2.2500 \$405.00
500	ea	1	Inv.#2020-04-13-D/Sunset Ln, dtd 4/13/20	\$2.2500 \$1,125.00
260	ea	1	Inv.#2020-04-14-A/Commonwealth, dtd 4/14/20	\$2.2500 \$585.00
170	ea	1	Inv.#2020-04-14-B/Fern Dr, dtd 4/14/20	\$2.2500 \$382.50
370	ea	1	Inv.#2020-04-14-C/Pacific Dr, dtd 4/14/20	\$2.2500 \$832.50
250	ea	1	Inv.#2020-04-15-A/Acacia, dtd 4/15/20	\$2.2500 \$562.50
360	ea	1	Inv.#2020-04-15-B/Valencia Pk, dtd 4/15/20	\$2.2500 \$810.00
300	ea	1	Inv.#2020-04-15-C/Woodcrest, dtd 4/15/20	\$2.2500 \$675.00
300	ea	1	Inv.#2020-04-16-A/Fisler, dtd 4/16/20	\$2.2500 \$675.00
300	ea	1	Inv.#2020-04-16-B/Orangethorpe, dtd 4/16/20	\$2.2500 \$675.00
210	ea	1	Inv.#2020-04-16-C/Laguna Rd, dtd 4/16/20	\$2.2500 \$472.50
220	ea	1	Inv.#2020-04-17-A/Beechwood, dtd 4/17/20	\$2.2500 \$495.00
120	ea	1	Inv.#2020-04-17-B/Hermosa Dr, dtd 4/17/20	\$2.2500 \$270.00
220	ea	1	Inv.#2020-04-17-C/Maple, dtd 4/17/20	\$2.2500 \$495.00
400	ea	1	Inv.#2020-04-17-D/Richman, dtd 4/17/20	\$2.2500 \$900.00
250	ea	1	Inv.#2020-04-20-A/Golden Hill, dtd 4/20/20	\$2.2500 \$562.50
270	ea	1	Inv.#2020-04-20-B/Raymond, dtd 4/20/20	\$2.2500 \$607.50
180	ea	1	Inv.#2020-04-20-C/Rolling Hills, dtd 4/20/20	\$2.2500 \$405.00
440	ea	1	Inv.#2020-04-20-D/Sunset Ln, dtd 4/20/20	\$2.2500 \$990.00
240	ea	1	Inv.#2020-04-21-A/Commonwealth, dtd 4/21/20	\$2.2500 \$540.00
170	ea	1	Inv.#2020-04-21-B/Fern Dr, dtd 4/21/20	\$2.2500 \$382.50
410	ea	1	Inv.#2020-04-21-C/Pacific Dr, dtd 4/21/20	\$2.2500 \$922.50
260	ea	1	Inv.#2020-04-22-A/Acacia, dtd 4/22/20	\$2.2500 \$585.00
370	ea	1	Inv.#2020-04-22-B/Valencia Pk, dtd 4/22/20	\$2.2500 \$832.50
300	ea	1	Inv.#2020-04-22-C/Woodcrest, dtd 4/22/20	\$2.2500 \$675.00
330	ea	1	Inv.#2020-04-23-A/Fisler, dtd 4/23/20	\$2.2500 \$742.50
320	ea	1	Inv.#2020-04-23-B/Orangethorpe, dtd 4/23/20	\$2.2500 \$720.00
			Sales Tax:	\$0.00
			P.O. Total:	\$28,845.00
			Vendor Total:	\$28,845.00

Arrow	Arrow Restaurant Equipment & Supplies		220601 4/16/2020 4/16/2020			
Qty	Unit	Item No.	Description		Unit Cost Ex	tended Cost
3	ea	1	Fabric Food Carrier, Model#FC2212-RD		\$74.0000	\$222.00
				Sales Tax:		\$17.21
				P.O. Total:		\$239.21
				Vendor Total		\$239.21
Refrig	eration Contro	l Company, Inc.	220600 4/15/2020 4/15/2020	5648		П

Qty	Unit	Item No.	Description	Unit Cost H	Extended Cost
1	ea	1	Service Call	\$30.0000	\$30.00
2.5	hr	1	Labor Prevailing Wage: Tony Osuna	\$162.0000	\$405.00
5	lb	1	Refrigerant, R404A	\$28.4300	\$142.15

**Fullerton School District** 

Show all data where the Order Date is between 3/27/2020 and 4/23/2020

Vendo	or Name		PO No. P.O. Date Date Needed Revis	sed Needed Date Account No.	Use Ve	ndor Number
Refrig	eration Control	Company, Inc.	220600 4/15/2020 4/15/2020	5648		
Qty	Unit	Item No.	Description		Unit Cost E	xtended Cos
				Sales Tax:		\$11.02
				P.O. Total:		\$588.17
Refrig	eration Control	Company, Inc.	220610 4/22/2020 4/22/2020	5648		
Qty	Unit	Item No.	Description		Unit Cost E	xtended Cos
l	ea	1	Evaporator coil		\$3,200.0000	\$3,200.00
L	ea	1	SBQE Body		\$110.0000	\$110.00
1	ea	1	KT-43-SZP Power Head		\$82,5000	\$82.50
L	ea	1	BQC-B PINK Cartridge		\$35.5000	\$35.50
Į	ea	1	E6S 130 Solenoid Valve3/8"		\$127.1500	\$127.15
l	ea	1	MKC-1 (310286) Solenoid Coil KitDual Voltage		\$119.9500	\$119.9
l	ea	1	A19BBC-2C Temperature Controller Coiled Blb		\$188.3800	\$188.38
l	ea	1	Drier		\$60.0000	\$60.00
l	ea	1	Braze		\$30.0000	\$30.00
l	ea	1	Hardware		\$60.0000	\$60.00
L	ea	1	Recovery over 10 lbs		\$50.0000	\$50.00
l	ea	1	Regular Service Charge		\$30.0000	\$30.00
8	hr	1	Ouoted Labor Rate		\$162.0000	\$2,916.00
			•	Sales Tax:	\$10 <u>2</u> 10000	\$311.0
				P.O. Total:		\$7,320.53
Refrig	eration Control	Company, Inc.	220611 4/22/2020 4/22/2020	5648		
Qty	Unit	Item No.	Description		Unit Cost E	xtended Cos
1	ea	1	Regular Service Charge		\$30.0000	\$30.00
2.5	hr	1	Prevailing Wage: Tony Osuna		\$162.0000	\$405.00
5	lb	1	R404A Refrigerant		\$28.4300	\$142.15
				Sales Tax:		\$11.02
				P.O. Total:		\$588.17
				Vendor Total:		\$8,496.87
Maria	Teresa Gonzale	2Z	220609 4/22/2020 4/22/2020			
Qty	Unit	Item No.	Description		Unit Cost E	xtended Cos
l	ea	1	Costco, Receipt dated 4/22/20		\$16.1500	\$16.15
				Sales Tax:		\$0.00
				P.O. Total:		\$16.15
				Vendor Total		Φ1C 14
				vendor Total		\$16.15
Micha	el Burns		220590 4/8/2020 4/8/2020	5210		
Qty	Unit	Item No.	Description		Unit Cost E	xtended Cos
	lot	1	Albertsons, Invoice dated 4/8/20		\$70.9300	\$70.93
				Sales Tax:	ψ,0.7500	\$0.00
				P.O. Total:		\$70.93
				Vendor Total		\$70.03

Vendor Total:

\$70.93

#### **Fullerton School District**

Show all data where the Order Date is between 3/27/2020 and 4/23/2020

Vendo	or Name		PO No.	P.O. Date	Date Needed R	evised Needed Date Account No.	Use Vendor Numbers	
Nancy	Wikes		220589	4/7/2020	4/7/2020			
Qty	Unit	Item No.	Description	1			Unit Cost 1	Extended Cost
1	ea	1	Management	Prin. Self-Stu	ıdy Program		\$71.9600	\$71.96
1	ea	1	Shipping Cha	rge			\$21.1400	\$21.14
						Sales Tax:		\$0.00
						P.O. Total:		\$93.10
						Vendor Total:		\$93.10
Califo	rnia Industrial		220580	4/2/2020	4/2/2020			П

Qty	Unit	Item No.	Description		Unit Cost E	xtended Cost
1	ea	1	Materials		\$1,850.0000	\$1,850.00
1	ea	2	Labor		\$1,150.0000	\$1,150.00
1	ea	3	Service Charge		\$150.0000	\$150.00
				Sales Tax:		\$143.38
				P.O. Total:		\$3,293.38
				5		

Vendor Total:

\$3,293.38

JP23 Urban Kitchen And Bar		And Bar	220574 3/31/2020 6/30/2020			
Qty	Unit	Item No.	Description		Unit Cost Ex	tended Cost
360	ea	1	Inv.#1/Commonwealth, dated 4/6/20		\$2.0000	\$720.00
140	ea	1	Inv.#2/Fern Dr., dated 4/6/20		\$2.0000	\$280.00
230	ea	1	Inv.#3/Acacia, dated 4/7/20		\$2.0000	\$460.00
270	ea	1	Inv.#4/Woodcrest, dated 4/7/20		\$2.0000	\$540.00
240	ea	1	Inv.#6/Laguna Rd., dated 4/8/20		\$2.0000	\$480.00
280	ea	- 1	Inv.#5/Orangethorpe, dated 4/8/20		\$2.0000	\$560.00
00	ea	1	Inv.#7/Hermosa, dated 4/9/20		\$2.0000	\$200.00
100	ea	1	Inv.#8/Richman, dated 4/9/20		\$2.0000	\$800.00
70	ea	1	Inv.#9/Rolling Hills, dated 4/10/20		\$2,0000	\$340.00
120	ea	1	Inv.#10/Sunset Ln., dated 4/10/20		\$2.0000	\$840.00
300	ea	1	Inv.#11/Commonwealth, dated 4/13/20		\$2.0000	\$600.00
60	ea	1	Inv.#12/Fern Dr, dated 4/13/20		\$2.0000	\$320.00
300	ea	1	Inv.#13/Acacia, dated 4/14/20		\$2.0000	\$600.00
280	ea	1	Inv.#14/Woodcrest, dated 4/14/20		\$2.0000	\$560.00
200	ea	1	Inv.#15/Laguna Rd, dated 4/15/20		\$2.0000	\$400.00
320	ea	1	Inv.#16/Orangethorpe, dated 4/15/20		\$2.0000	\$640.00
00	ea	1	Inv.#17/Richman, dated 4/16/20		\$2.0000	\$800.00
20	ea	1	Inv.#18/Hermosa Dr, dated 4/16/20		\$2.0000	\$240.00
360	ea	1	Inv.#19/Sunset Ln, dated 4/17/20		\$2.0000	\$720.00
160	ea	1	Inv.#20/Rolling Hills, dated 4/17/20		\$2.0000	\$320.00
240	ea	1	Inv.#21/Commonwealth, dated 4/20/20		\$2.0000	\$480.00
160	ea	1	Inv.#22/Fern Dr, dated 4/20/20		\$2.0000	\$320.00
220	ea	1	Inv.#23/Acacia, dated 4/21/20		\$2.0000	\$440.00
300	ea	1	Inv.#24/Woodcrest, dated 4/21/20		\$2.0000	\$600.00
320	ea	1	Inv.#25/Orangethorpe, dated 4/22/20		\$2.0000	\$640.00
200	ea	1	Inv.#26/Laguna Rd, dtd 4/22/20		\$2.0000	\$400.00
				Sales Tax:	+=.0000	\$0.00
				P.O. Total:		\$13,300.00

Vendor Total:

\$13,300.00

#### **Fullerton School District**

Show all data where the Order Date is between 3/27/2020 and 4/23/2020

Nar	ne		PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use	Vendor Numbers
is R	estaurant & Lou	inge	220582	4/2/2020	6/30/2020		4710		
I	Unit	Item No.	Description	n				Unit Cost	Extended Cost
ea		1	Inv.#001001	/Pacific Dr. dte	1 4/6/20			\$2.0000	\$1,080.00
ea		1	Inv.#001002	/Valencia Pk. d	ltd 4/6/20			\$2.0000	\$680.00
ea		1	Inv.#001003	/Fisler dtd 4/8/	20			\$2.0000	\$700.00
ea		1	Inv.#001004	/Maple, dtd 4/9	0/20			\$2.0000	\$380.00
ea		1	Inv.#001005	/Beechwood, d	td 4/9/20			\$2.0000	\$440.00
ea		1	Inv.#001006	/Golden Hill, d	ltd 4/10/20			\$2.0000	\$560.00
ea		1	Inv.#001007	/Raymond, dtd	4/10/20			\$2.0000	\$480.00
ea		1	Inv.#001008	Pacific Dr, dt	1 4/13/20			\$2.0000	\$740.00
ea		1	Inv.#001009	/Valencia Pk, o	ltd 4/14/20			\$2.0000	\$700.00
ea		1	Inv.#001010	/Fisler, dtd 4/1	5/20			\$2.0000	\$640.00
ea		1	Inv.#001011	/Beechwood, d	ltd 4/16/20			\$2.0000	\$440.00
ea		1	Inv.#001012	/Maple, dtd 4/	16/20			\$2.0000	\$460.00
ea		1	Inv.#001014	/Golden Hill, d	ltd 4/17/20			\$2.0000	\$440.00
ea		1	Inv.#001013	/Raymond, dtd	4/17/20			\$2.0000	\$440.00
ea		1	Inv.#001015	Pacific Dr, dt	1 4/20/20			\$2.0000	\$740.00
ea		1	Inv.#001016	/Valencia Pk, d	1td 4/21/20			\$2.0000	\$800.00
ea		1	Inv.#001017	/Fisler, dtd 4/2	2/20			\$2.0000	\$660.00
ea		1	Inv.#001018	/Beechwood, d	ltd 4/23/20			\$2.0000	\$420.00
ea		1		/Maple, dtd 4/2				\$2.0000	\$420.00
						Sales T	ax:		\$0.00
						<b>P.O.</b> To	tal:		\$11,220.00
ea		1	Inv.#001019	/Maple, dtd 4/2	23/20			\$2.0	000

Vendor Total:

\$11,220.00

(NET OF OTEN P.O.'S)

\$ 98,650.68

#### CONSENT ITEM

DATE: May 12, 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 127442 THROUGH 127777 FOR THE 2019/2020 SCHOOL YEAR

Background: Board approval is requested for warrant numbered 127442 through 127777 for the 2019/2020 school year. Warrants are issued by school districts as payment for goods and services.

Fun	<u>d</u>	Amount
01	General Fund	\$2,720,942.04
12	Child Development	\$96,427.92
25	Capital Facilities	\$8,288.64
40	Special Reserve	\$47,865.16
68	Workers' Compensation	\$16,138.15
81	Property / Liability Insurance	\$40,764.04
	Total	\$2,930,425.95

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

<u>Funding:</u> The total amount presented for approval is \$2,930,425.95 from funding sources reflected in the above listing.

<u>Recommendation:</u> Approve/Ratify warrants numbered 127442 through 127777 for the 2019/2020 school year.

RC:MG:yd

#### FULLERTON SCHOOL DISTRICT

BOARD AGENDA ITEM #1f

#### CONSENT ITEM

DATE:	May 12, 2020
то:	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 14247 THROUGH 14301 FOR THE 2019/2020 SCHOOL YEAR
Background:	Board approval is requested for Nutrition Services warrants numbered 14247 through 14301 for the 2019/2020 school year.
Rationale:	Warrants are issued by school districts as payment for goods and services.
Funding:	Total cost not to exceed \$253,596.86, and is to be paid from Nutrition Services Budget.
Recommendation:	Approve/Ratify Nutrition Services warrants numbered 14247 through 14301 for the 2019/2020 school year.
RC:MB:tg	

#### FULLERTON SCHOOL DISTRICT

#### CONSENT ITEM

DATE: May 12, 2020

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

- FROM: Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
- PREPARED BY: Mike McAdam, Director of Purchasing, Warehouse & Transportation

SUBJECT: APPROVE AGREEMENTS WITH CANTRELL PHOTOGRAPHY, INC., LIFETOUCH SCHOOL STUDIOS, INC., STUTIO 1, AND PICTURES WITH CLASS, TO PROVIDE SCHOOL PHOTOGRAPHY SERVICES FOR THE 2020/2021 SCHOOL YEAR

Background: To ensure equality of the back to school photography, the District established a standard that all photography vendors must meet in order to do business within the District. Three standard photography packages were designed with fixed pricing and each vendor must include those packets within their other special offerings of photography packages. Additionally, the vendors must have a minimum of five years experience in projects similar in size and scope and must comply with the fingerprinting requirements of Education Code 45125.1 and proper insurance required by the District as well as picture formatting for Power School. Four vendors have agreed to our terms and conditions; Cantrell Photography, Inc., Life Touch School Studios, Inc., Studio 1, and Pictures with Class.

The contract period is for one (1) year. The contract price is to be adjusted annually, not to exceed the average twelve-month change in Consumer Price Index. There will be no adjustment this year.

Rationale: By approving the agreements, the process is streamlined and standardized for the schools and PTAs can make choices earlier in the year with any vendor on the approved list.

<u>Funding:</u> No fiscal impact.

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

RC:MM Attachment

### **PROPOSAL/AGREEMENT**

### Fullerton School District School Photography Services



The Fullerton School District (FSD) has twenty (20) school sites, each with their own photography service requirements.

It is the intent of FSD that each school site enters into a contract with an experienced, professional and qualified photography service that best meets their needs and service requirements for the 2020-2021 school year.

### **Instructions for Photography Services Providers**

#### Scope of Services to be Provided

#### 1. School Photographs:

- Setting up stations for student and staff photographs, and providing the necessary staff to run the portrait stations efficiently.
- Provide a safe environment for students and staff, covering wires and protecting equipment. Staff will wear name tags and uniforms when on District property, and check in at the office prior to entering into the campus.
- Provide two makeup days at the school during the month of September and October.
- Provide quality photographs at a price in compliance with the agreement.
- Send scheduled picture dates to the District contact as soon as they are finalized.
- Separate files containing student and staff names and corresponding ID numbers will be provided by the District. Files need to be requested at least 14 business days prior to the date they are needed, with school name and picture date included in the request.
- The photographer shall associate the photo file name with the student or staff member ID number or name.
- Provide CDs with the photo files of all students and staff photographed to the applicable school site and to the Innovation and Instructional Support department at Fullerton School District's central office. CDs must be compatible with Mac OS X, PowerSchool and TransTrak. Photo files will be formatted as JPG and named as specified in Attachment "A".
- Photograph packages will be delivered to the applicable school site, sorted by teacher/class.

#### 2. ID Pictures & Lanyards:

- Provide ID cards with student portrait, first name, last name, grade level and barcode of student ID number (ID number not to be printed on ID card) to all students on the day portraits are taken.
- Provide clips/lanyards for staff maximum of 200 per school to be included. Price for each additional lanyard: \$\_\_\_\_\_\_

#### 3. Package Order Forms:

- Prices on order forms will reflect Fullerton School District Exhibit "A" districtwide set pricing for all schools.
- **"Fullerton School District Approved Pricing**" will be listed, in bold lettering, at the top of all order forms.
- All order forms must be approved by the FSD Purchasing Department *before* being sent to schools.
- 4. <u>Certification by Contractor of Criminal Records Check</u>: Pursuant to Education Code 45125.1, complete, sign and date the enclosed form.
- 5. <u>Insurance Requirements</u>: The Contractor, and Contractor's sole cost and expense, shall insure Contractor's activities in connection with the Services under this Agreement and shall obtain, keep in force, and maintain insurance as follows:
  - a. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

#### Minimum Limits:

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

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

- b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing services.
- c. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, if applicable.
- d. Workers' Compensation as required by California State law.

It should be expressly understood that the coverage and limits referred to under a., b., and c. above shall not in any way limit the liability of the Contractor. The Contractor shall furnish the District with certificates of insurance evidencing compliance with all requirements no later than five (5) business days from the execution of this Agreement and prior to commencing the Services under this Agreement. Contractor agrees to provide a thirty (30) days written notice to the District of cancellation, modification, or reduction in any insurance coverage required pursuant to this section. Such certificates shall:

- (1) Indicate that the District and its Governing Board, officers, and employees have been endorsed as additional insureds under the coverages referred to under a. and b.
- (2) Include a provision that the Contractor insurance coverages will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the District.

## **CERTIFICATION Photography Services for the Fullerton School District**

I certify that I have read the attached – **School Photography Services for Fullerton School District**, and the instructions for submitting. I further certify that I must submit one (1) original in response to this request, the completed Certification by Contractor of Criminal Records Check, submit the required insurance certificates, and that I am authorized by the company represented to commit to the proposal submitted.

Signature	Typed or Printed Name
Title	Company
Address	Bldg or Suite Number
Telephone	Fax
Date	

Email Address

If you are responding as a corporation, please provide your corporate seal here:

### Format of Photos Required <u>Attachment "A"</u>

Scheduled picture dates need to be submitted to the District contact as soon as they are finalized. Data requests will be made at least 14 business days prior to the date needed. Upon photo company's request, including site name and scheduled picture date, District supplies photo company with:

- A student file containing school name, student's ID number, student's last name, student's first name, grade level, teacher and room number.
- A staff file with school name, staff member's ID number, staff member's last name, and staff member's first name.

#### **Requirements for Photographers**

Picture Format and Naming Convention

- Photo files must be saved in JPG format. Student and staff photos must be in separate folders.
- Photos must be saved in portrait orientation with dimensions of 4x6, with a minimum resolution of 100 pixels per inch and a maximum of 200 pixels per inch.
- Student photo file names must be the student's full six- or seven-digit permanent ID number (including leading zeros if necessary) plus the extension JPG.
- If the student's permanent ID number is not known, the photo file must be named using the student's last name\_first name plus STU, with the extension JPG. If the name is too long, the first name can be abbreviated. (See Examples of Acceptable Student Photo Filenames.)
- Staff photo file names must be the five-digit staff number provided by the District with the extension JPG.
- If the staff ID number is not known, the photo file must be named using the staff member's last name\_first name plus STA, with the extension JPG. (See Examples of Acceptable Staff Photo Filenames.)

#### Photo CDs Formatting

- Photos must be in an easily identified folder on the CD, with separate folders for students and staff.
- The CD must contain two comma separated text files one for students and one for staff members, consisting of student or staff member ID number as column A and the student or staff member photo file name (with JPG extension) as column B.
- The preferred cross reference file name is IDLINK.TXT.
- The preferred location for the cross reference file is in the same folder as the corresponding photo files.

Examples of Acceptable Student Photo Filenames:	Examples of Acceptable Staff Photo Filenames:			
991234.jpg	5432.jpg			
Garcia_AraceliSTU.jpg	Anderson_PatSTA.jpg			
Garcia_AraceliSTU2.jpg (if more than 1 same	Anderson_PatSTA2.jpg (if more than one			
name & unknown student ID number)	same name & unknown Staff ID number)			
Examples of Acceptable Cross Reference File Entries for Student and Staff files:				

WILLDIGD OI I	reeptable crobb relefender i ne bittineb for bradent and brain ineb.
Student:	Col A = "991234" - Col B = "991234.jpg"
	Col A = "Garcia_AraceliSTU" - Col B = "Garcia_AraceliSTU.jpg"
Staff:	Col A = "54321" - Col B = "54321.jpg"
	Col A = "Anderson_PatSTA" - Col B = "anderson_patSTA.jpg"

#### EXHIBIT A

#### PRICING SCHEDULE FULLERTON SCHOOL DISTRICT SCHOOL PHOTOGRAPHY 2020-2021 SCHOOL YEAR

PACKET NO. 1	PACKET NO. 2	PACKET NO. 3			
2 EA 3" X 5"	2 EA 5" X 7"	1 EA 8" X 10"			
4 EA 2" X 3"	4 EA 3" X 5"	2 EA 5" X 7"			
1 EA CLASS PICTURE	8 EA 2" X 3"	4 EA 3" X 5"			
	1 EA CLASS PICTURE	8 EA 2" X 3"			
		1 EA CLASS PICTURE			
\$16.00 \$22.00 \$36.00					
1 EA CLASS PICTURE TO ALL STUDENTS - NO CHARGE TAX INCLUDED IN ABOVE PRICES					

This will be the new 2020-2021 pricing for Fullerton School District. Please sign below as approval of the new prices shown:

Name

Date

### NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK (EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be concompanyed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

#### CERTIFICATION BY CONTRACTOR CRIMINAL RECORDS CHECK AB 1610, 1612 and 2102

To the Governing Board of Fullerton School District:

I, certify t	that:
--------------	-------

Name of Contractor

- 1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
- 2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
- 3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at	, California on			
		Date		
Signature				
Typed or Printed Name				
Title				
Address				
Telephone				

### FULLERTON SCHOOL DISTRICT SCHOOL PHOTOGRAPHY AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_\_,

by and between \_\_\_\_\_, hereinafter referred to as

Contractor, and Fullerton School District, hereinafter referred to as "District."

WHEREAS, the District is in need of school photographers; and

WHEREAS, Contractor is specially trained, experienced, and competent to provide the services required; and

WHEREAS, such services are needed on an annual basis;

**NOW, THEREFORE**, the parties hereto agree as follows:

- SERVICES TO BE PROVIDED BY Contractor: Offer photography services for Student Pictures as a Board approved vendor, per the terms and conditions as outlined in Proposal/Agreement. This agreement does not obligate Contractor to provide services, not does the agreement obligate the District to order any specific services.
- 2. The contract period shall be for in mutually agreed upon annually for up to five (5) years effective \_\_\_\_\_\_ through \_\_\_\_\_\_. Prices are firm on the District's standard packets from date of award through \_\_\_\_\_\_\_. The contract price shall be adjusted annually not to exceed the Consumer Price Index (CPI), Urban Wage Earners and Clerical Workers for the Los Angeles-Riverside-Orange County, CA area, for the average prior 12-month period. The contractor will perform services as an independent contractor and not as an employee of the District. Contractor shall meet with each Principal to establish a mutual schedule for services to be rendered.
- 3. The District will prepare and furnish to the Contractor upon request such information as is reasonably necessary to the performance of the **AGREEMENT**.
- 4. Contractor shall deal directly with parents regarding payment for photography services rendered pursuant to this **AGREEMENT**.
- 5. The District may at any time for any reason terminate this **AGREEMENT** and compensate Contractor only for services rendered to the date of the termination. Written notice by the District shall be sufficient to stop further performance of services by Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
- 6. The Contractor agrees to and shall hold harmless and indemnify the District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
  - (a) Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, or expense sustained by the Contractor or any person, firm or

corporation employed by the Contractor upon or in connection with the services called for in this **AGREEMENT** except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, employees, or agent.

(b) Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, 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 school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees or agents.

The Contractor, at Contractor's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees in action, suit, or other proceedings as a result thereof.

- 7. This **AGREEMENT** is not assignable without written consent of the parties hereto.
- 8. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including worker's compensation.
- 9. Contractor, if an employee of another public agency, certifies 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**.
- 10. 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.

**IN WITNESS WHEREOF**, the parties hereto have caused this **AGREEMENT** to be executed.

CONTRACTOR:	DISTRICT:
Name:	Fullerton School District
Address:	By:
Address2:	Dr. Robert Coghlan
Date:	Assistant Superintendent, Business Services
SS/Tax ID:	1401 W Valencia Drive, Fullerton, CA 92833
Corporate Seal:	Approved by Board:

#### NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK (EDUCATION CODE SECTION 45125.1)

#### NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK

#### **EDUCATION CODE SECTION 45125.1**

Education Code Sections 33192 and 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice (DOJ) to be sufficient to reimburse the Department for its costs incurred in processing the application.

The DOJ and Federal Bureau of Investigation (FBI) shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the DOJ and FBI ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Agencies shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the DOJ and FBI has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

#### PENAL CODE SECTION 667.5(c)

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

#### **PENAL CODE SECTION 1192.7**

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a

Schools Legal Service of O.C. May 2002 (OUSD Rev. 05/2011) Notice to Contractors Regarding Criminal Records Check life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

The contractor shall not permit an employee to come in contact with pupils until BOTH the Department of Justice and the Federal Bureau of Investigation have ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Information is available online at:

- 1. DOJ information is available online at: <u>http://oag.ca.gov/fingerprints/</u>
- 2. FBI information is available online at: http://www.fbi.gov/about-us/cjis/background-checks/

#### **CRIMINAL RECORDS CHECK**

#### FINGERPRINTING CERTIFICATION



To the Governing Board of the Fullerton School District:

15

I \_\_\_\_\_\_, acknowledge and certify as follows:

- 1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks ("Notice") (Education Code section 45125.1) required by the passage of AB 1610, 1612, and 2102.
- 2. Due to the nature of the work to be performed, my employees and volunteers may have contact with students of the District
- 3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI).
- 4. None of the employees or volunteers who will be performing the work has been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections 667.5 and 1192.7. This determination was made by a background check through the DOJ and the FBI.

I declare under penalty of perjury that the foregoing is true and correct.

xecuted at	, California, on///////		
Business Name (if applicable)	Address		
Printed Name of Authorized Signer	City, State, Zip		
Title of Authorized Signer	Telephone		
Authorized Signature	E-Mail Address		

Schools Legal Service of O.C. May 2002 (OUSD Rev. 05/2011) Notice to Contractors Regarding Criminal Records Check

#### CRIMINAL RECORDS CHECK EMPLOYEE LIST

#### (INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS) Use additional copies of page as needed

Name of Contractor:

Name of Employee	Position

**IMPORTANT!** Changes to the criminal status of anyone listed on this form must be reported immediately.

Schools Legal Service of O.C. May 2002 (OUSD Rev. 05/2011) Notice to Contractors Regarding Criminal Records Check Two (2) sample pages included



### **Certificates of Insurance Requirements**

Insurance policies must include the following:

- 1. The Certificate of Liability (Acord 25 or similar form) is to be issued by vendor's insurance company. Fullerton School District is to be named as Additional Insured and Certificate Holder.
- 2. Additional Insured Endorsements are required for General Liability policies. See attached sample for required endorsement information.
- 3. Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, Purchasing must receive a new certificate at least ten (10) days prior to the expiration.
- 4. "Description of Operations" should include a brief description of the services being performed, and reference any contracts or agreements involved.
- 5. Certificate Holder Information: Fullerton School District 1401 W. Valencia Drive Fullerton CA, 92833

General Liability Certificates (Consultants and Independent Contractors): Minimum Required Coverage Amounts: \$1,000,000 limit per occurrence \$2,000,000 general aggregate

Professional Liability (Errors & Omissions) Policies (if applicable): Minimum Required Coverage Amounts: \$1,000,000 limit per occurrence \$2,000,000 general aggregate

Automobile Liability Insurance (Consultants and Independent Contractors):

Personal transportation vehicles that are driven onto and parked on school property California State minimum requirements for private passenger vehicles: \$15,000 injury/death to one person \$30,000 injury/death to more than one person \$5,000 damage to property

Commercial vehicles that are used to provide services (construction, food service, etc.) Minimum Required Coverage Amounts: \$1,000,000 limit per occurrence

Workers' Compensation Insurance:

Proof of Workers' Compensation is required if the vendor has employees.

Abuse & Molestation Liability: If working directly with children, the Certificate of Insurance must include coverage for molestation and sexual abuse. Minimum Required Coverage Amounts: \$1,000,000 general aggregate \$1,000,000 limit per occurrence

Note: Depending on the job or project, the District may require additional coverage and/or may increase the minimum amount of coverage required.

\*\*\*Insurance certificates must be submitted prior to commencement of any work \*\*\*\*

Rev. 03/17/2016

#### SAMPLE CERTIFICATE

		FICATE OF LIABILITY	INSURANC	E		MM/DD/YY) /25/01	
	PRODUCER Agency Manager, Inc.	D AS A MATTER OF INFO UPON THE CERTIFICATE	DRMATION ONLY				
	2500 Bond Street		CERTIFICA	TE DOES NOT AM	END, EXTEND OR ALTER	THE COVERAGE	
	University Park, IL 60466 Phone No. 800-555-5368	Fax No.			AFFORDING COVERA	GE	
	INSURED		COMPANY	Tahiti Mutuat In	surance Company		
	CONTRACTOR/CONSUL One Big Street	LIANIIVENDOR	COMPANY	Indemnity Insur	annen an		
-V	Anytown, CA 92606		COMPANY C	State Compens	ation Insurance Fund		
			COMPANY D				
	COVERAGES THIS IS TO CERTIFY THAT THE POLI INDICATED. NOTWITHSTANDING ANY CERTIFICATE MAY BE ISSUED OR M EXCLUSIONS AND CONDITIONS OF SUC	REQUIREMENT, TERM OR COND AY PERTAIN, THE INSURANCE A	ITION OF ANY CO FFORDED BY THE	NTRACT OR OTHER POLICIES DESCRIBI	DOOHNENT WITH DECREG	TO MALION THE	
	CO TYPE OF INSURANCE		DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
	GENERAL LIABILITY				GENERAL AGGREGATE	s 2 000 000	
ANTERNA	COMMERCIAL GENERAL LIABILITY				PERSONAL & ADV INJURY EACH OCCURRENCE	s 1,000,000 s 1,000,000	
CONTRACTORY	A OWNER'S & CONTRACTOR'S	12345678	08/01/00	08/01/01	FIRE DAMAGE (Any one fire) MED EXP (Any other person)	s 1,000,000 s 50,000	
					men eve ford and barrent	s 5,000	
					COMBINED SINGLE LIMIT		
	ANY AUTO				BDDII.Y INJURY (Per person)	s 1,000,000	
378	ALL OWNED AUTOS				BODILY INJURY (Per accident)	5	
		234567891	08/01/00	08/01/01	PROPERTY DAMAGE	s	
	HIRED AUTOS						
					AUTO ONLY - EA ACCIDENT	S	
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				4	AGGREGATE	Ş	
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	B OTHER THAN UMBRELLA FORM	456789123	06/01/00	06/01/01	AGGREGATE	s 1,000,000	
					8		
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY			a	W.C. STATU- OTHER TORY LIMITS	5	
	C THE PROPRIETORY INCL.	345678912	08/01/00	08/01/01	E.L. EACH ACCIDENT E.L. DISEASE - POLICY LIMIT	s 1,000,000 s 1,000,000	
	PARTNERS/EXECUTIVE EXCL.				EL DISEASE - EA EMPLOYEE	\$ 1,000,000	
A A A A A A A A A A A A A A A A A A A	DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS						
anicate.	General Liability – Certificate Holder is an Additional Insured per attached Form CG 20 10 11 85.						
r	CERTIFICATE HOLDER	C	ANCELLATION				
<b>P</b>	Fullerton School District		THE EXPIRATIO		RIBED POLICIES BE CANCE F, NOTICE WILL BE DEI ROVISIONS.	Contraction and the second sec	
	1401 W. Valencia Drive		UTHORIZED REPRESE				
	Fullerton CA, 92833	· · · · · · · · · · · · · · · · · · ·	LETTERS ASTROS				
	Attention:			ha	10 kg	2	
L	ACORD 25 (2009/09)				© 1988-2009 ACORD CORPORATION. All rights reserved.		

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#### SAMPLE ENDORSEMENT

Additional Insured Endorsement: Should list:

- Insured Name (Contractor/Consultant/Vendor)
- Policy Number
- Certificate Holder

**Preferred Endorsement:** The Fullerton School District, its officers, agents, employees, and volunteers are named as additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory.

	POLICY NUMBER: COMMERCIAL GENERAL LIABILITY	
	NAMED INSURED:	
	THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY	
	ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRATORS (Form B)	
	This endorsement modifies insurance provided under the following:	
	COMMERCIAL GENERAL LIABILITY COVERAGE PART.	
	Name of Person or Organization: SCHEDULE	
	(If no entry appears above, information required to complete this	
	endorsement will be shown in the Declarations as applicable to this endorsement.)	
	WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.	
	It is further agreed that such insurance as is afforded by this policy for the benefit of the above Additional insured(s) shall be primary insurance as respects any claim, loss or liability arising out of the Named insured's operations, and any other insurance maintained by the Additional	
	Insured(s) shall be excess and non-contributory with the insurance provided hereunder.	
	It is agreed that the above policy contains a standard cross liability or severability of interest clause.	
[	Copyright, insurance Services Office, Inc. 1984	

#### FULLERTON SCHOOL DISTRICT

#### BOARD AGENDA ITEM #1h

#### CONSENT ITEM

DATE:	May 12, 2020
то:	Robert Pletka, Ed.D., District Superintendent
FROM:	Robert R. Coghlan, Ph.D., Assistant Superintendent, Business Services
PREPARED BY:	Damian Ibarra, CPA, Supervisor, Business Services
SUBJECT:	ADOPT RESOLUTIONS NUMBERED 19/20-B030 THROUGH 19/20- B032 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
Background:	Education Code section 42600 authorizes budget transfers between expenditure classifications and from the undistributed reserve to various expenditure classifications. Education Code section 42602 authorizes the use for expenditure purposes of unbudgeted state apportionment, categorical, and other revenue sources.
Rationale:	Updates to budgets allow District staff to perform day-to-day business operations.
Funding:	Not applicable.
Recommendation:	Adopt resolutions numbered 19/20-B030 through 19/20-B032 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.
RC:DI:yd Attachment	

#### **RESOLUTION NO. 19/20-B030**

#### FULLERTON SCHOOL DISTRICT Orange County, California <u>RESOLUTION FOR BUDGET ADJUSTMENT</u> District 22

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

#### GENERAL FUND 01 UNRESTRICTED

Budget Acct. #	Expenditure Source		Amount
4000	Books and Supplies	_	\$190,000
5000	Services & Other Operating Expenses		-190,000
		Total:	\$0

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

Approved: Dea

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

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

Ву: \_\_\_\_\_

#### **RESOLUTION NO. 19/20-B031**

#### FULLERTON SCHOOL DISTRICT Orange County, California <u>RESOLUTION FOR BUDGET ADJUSTMENT</u> District 22

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$210,430 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

#### GENERAL FUND 01 RESTRICTED

Budget Acct. #	Income Source		Amount
8590	All State Revenue		\$219,996
8699	All Other Local Revenue		-9,566
		Total:	\$210,430

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

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

Budget Acct. #	Expenditure Source		Amount
1000	Certificated Salaries	_	-\$36,924
4000	Books and Supplies		223,749
5000	Services & Other Operating Expenses		15,025
7000	Other Outgo		8,580
	-	Total:	\$210,430

Explanation: This Resolution reflects budget adjustments for SB117 COVID-19 LEA Response Funds, Cotsen, school site donations, Early Learning Inclusive Pre-School (ELIP), and fine arts. It also includes adjustments to projected expenditures in the restricted General Fund.

Approved:

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

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

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

#### FULLERTON SCHOOL DISTRICT Orange County, California <u>RESOLUTION FOR BUDGET ADJUSTMENT</u> District 22

WHEREAS, the Board of Trustees of the Fullerton School District has determined that the previously budgeted income in the amount of \$90,795 will not be received. It is hereby resolved to adjust accounts according to Section 42602 of the Education Code of California as follows:

#### **CHILD DEVELOPMENT FUND 12**

Budget Acct. #	Income Source		Amount
8590	All Other State Revenue		-\$90,795
		Total:	-\$90,795

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

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

Budget Acct. #	Expenditure Source		Amount
4000	Books and Supplies		-\$90,795
		Total:	-\$90,795

Explanation: This Resolution reflects a reduction in preschool funding and related expenditures.

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

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

Ву: \_\_\_\_\_

#### FULLERTON SCHOOL DISTRICT

#### CONSENT ITEM

DATE: May 12, 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 AND REPLACEMENT OF TWENTY-THREE (23) DEFECTIVE, NON-FUNCTIONAL DRINKING FOUNTAINS WITH NEW HYDRATION STATIONS WITHIN VARIOUS FULLERTON SCHOOL DISTRICT SCHOOLS

- 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 school site repairs, installation, maintenance, and replacement work. This unit price contract allows the District to procure general contractor services on an as-needed basis. The removal of the existing worn and damaged items helped ensure the safety of students and staff various Fullerton School District school sites.
- 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 \$87,700 is to be paid from the<br/>General Fund. As part of a grant with St. Jude Hospital, Fullerton School<br/>District was reimbursed \$9,200. This grant was provided to help offset the cost<br/>of the new hydration station units placed at all nine (9) Title I schools.

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

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 6103 27383

#### TITLE OF DOCUMENT:

#### THIS SPACE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN that the <u>Fullerton (Elementary) School</u> District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: <u>Fullerton</u> <u>Elementary School District</u>, 1401 W. Valencia Drive, Fullerton, CA 92833, the contract for the doing of which was heretofore entered into on the <u>22<sup>nd</sup></u> day of <u>January</u> 2019, which contract was made with <u>New Dimension General</u> <u>Construction, of Anaheim Hills, CA</u>, as contractor; that the work on said improvements was actually completed and accepted on the <u>12<sup>th</sup></u> day of May <u>2020</u>, that title to said property vests in the <u>Fullerton (Elementary) School</u> District of Orange County; that the surety for the above-named contractor is the <u>Lesron Surety Insurance</u>; that the property hereinafter referred to and on which said improvements were made is described as follows: <u>New</u> <u>Dimensions General Construction</u>, as part of the Unit Price Contract for General Construction, FSD Project <u>Number FSD-18-19-GF-01</u>, this particular project was for the removal and replacement of twenty-three (23) <u>defective</u>, non-functional drinking fountains with new hydration stations within various Fullerton School District <u>schools</u>.

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 <u>ORANGE</u>

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 <u>Fullerton (Elementary)</u> <u>School</u> 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.

#### FULLERTON SCHOOL DISTRICT

BOARD AGENDA ITEM #1j

#### CONSENT ITEM

DATE: May 12, 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 EMS-ISITE SOFTWARE SCHOOL NUTRITION NETWORK, HARDWARE, SUPPORT, AND MAINTENANCE BEGINNING JULY 1, 2020 THROUGH JUNE 30, 2021.

- Background: Fullerton School District's Nutrition Services Department currently operates software and hardware intrinsic to the day-to-day operations of the Department. Harris School Solution's product, eTrition7, is a Cloud-Based School Nutrition Solution. Cloud-Based means no servers to maintain, no data to safeguard, and no program updates to worry about. This latest software incorporates 40+ years of K-12 user experience into a web-based nutrition solution. Real time information is available online, at any time, from any computer. A variety of modules is available for efficient workflow, flexibility, and able to meet major reporting requirement. Authorized staff has the ability to input, retrieve, share, and analyze student data as well as manage Free and Reduced Meal applications.
- Rationale: Key benefits of the software upgrade includes: faster and more efficient serving lines, continuous access with a "safety net" serving in the event network fails or disconnects, browser-based access so students receive service at any cafeteria in our system, and lastly protecting the confidentiality of our student's information.
- <u>Funding:</u> Total cost not to exceed \$1,900.00 and is to be paid from Nutrition Services Budget.
- <u>Recommendation:</u> Approve EMS-ISITE Software School Nutrition Network, Hardware, Support, and Maintenance beginning July 1, 2020 through June 30, 2021.

RC:MB:tg Attachment

# LINQ Connecting the K-12 Community

#### **Customer Information:**

Date: 3/22/20

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

Product Name	Quantity	Start Date	End Date	Net Price
ISITE Support - SNAF Website and Menu	1	7/1/2020	6/30/2021	\$1,295.00
ISITE Support - Online Ordering	1	7/1/2020	6/30/2021	\$695.00
				\$1,990.00

#### Terms:

07/01/2020 - 06/30/2021

Notes:	
Renewal pricing is valid for 90 days from date of	
quote.	
Our terms and conditions can be found at the link	
below	
https://www.linq.com/legal/agreements/msa	

#### FULLERTON SCHOOL DISTRICT

#### BOARD AGENDA ITEM #1k

#### CONSENT ITEM

DATE:	May 12, 2020
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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 RENEWAL OF UNPAID DIETETIC STUDENT INTERNSHIP AGREEMENT WITH CALIFORNIA STATE UNIVERSITY, LONG BEACH, EFFECTIVE MAY 13, 2020 THROUGH JUNE 30, 2021

Background: California State University, Long Beach, is a fully accredited institution of higher education. The current internship placement agreement between California State University, Long Beach, and the Fullerton School District has expired and the university wishes to renew.

Dietetic interns must have at least a Bachelor's degree to be accepted into a credentialed internship program. Interns have to complete at least 1.200 hours of supervised practice to be eligible for a registered examination for dietitians. Part of the 1,200 supervised practice hours are to be worked in school nutrition. Fullerton School District Nutrition Services has the opportunity to help interns meet their nutrition services hours. Depending on the University Program, intern rotations are 4 days a week and cover approximately 2 to 10 weeks. The Nutrition Service Rotation focuses on aspects of marketing, procurement, storage, preparation, delivery, service, USDA guidelines, school nutrition program regulations and management of school food service operations. Interns practice the care and operation of equipment, sanitation and safety audits, HACCP Guidelines, menu planning, event organization, nutrition education, customer service, financial assignments, SOP and management activities. The activities in this rotation include practical hands-on practice, as well as, operations management to prepare for entry-level management responsibilities.

- Rationale: Fullerton School District has the opportunity to educate future leaders in the dietetic profession by integrating what they learn in Nutrition Services into real world practice. The Director may use intern activities to facilitate completion of learning outcomes that would benefit both the interns and the department.
- Funding: No cost to Nutrition Services or District

<u>Recommendation:</u> Approve renewal of unpaid dietetic student internship agreement with California State University, Long Beach, effective May 13, 2020 through June 30, 2021.

RC:MB:tg Attachment



Contract Number

#### STUDENT FIELD PLACEMENT AGREEMENT

This agreement ("Agreement") is between the Trustees of the California State University (CSU) on behalf of California State University Long Beach ("University") and \_\_\_\_\_\_ Fullerton School District \_\_\_\_\_ ("Facility").

University offers degree programs in a wide variety of disciplines, which are academically enhanced by practical experiences outside of the traditional classroom setting. For this Agreement, the Facility shall provide practical experience pursuant to the terms of this agreement and serve as a learning site offering facilities, resources and supervision to students. In consideration the mutual promises and conditions set forth below, the University and the Facility ("Party or Parties") agree as follows:

I. <u>EDUCATIONAL PROGRAMS</u> – The following University educational programs are included in this Agreement and are governed by the corresponding Exhibit(s), incorporated as if fully stated herein:

Exhibit A – Family & Consumer Sciences Program Protocol, consisting of 2 page(s).

#### II. GENERAL PROVISIONS

- A. Term of Agreement The term of this Agreement shall be operative from date of full execution until June 30th, 2021 Either Party may terminate this agreement upon forty-five (45) days written notice. If either Party sends a Notice of Termination prior to the completion of an academic semester, all students enrolled at that time shall be allowed to continue their education experience until that student completes their placement work.
- **B.** Relationship of Parties Facility (including its employees and agents) shall act in an independent capacity and not as officers, employees or agents of CSU or University. Nothing in this Agreement shall be construed to constitute a partnership, joint venture or any other relationship other than that of independent contractors.
- **C. Indemnification -** University shall be responsible for damages caused by the negligence of its directors, officers, agents and employees, as defined by law, and agrees to indemnify and hold harmless Facility (including its officers, agents and employees) from any and all liability arising out of the negligent acts, omissions or willful misconduct of University directors, officers, agents or employees in the performance of this Agreement.

Facility shall be responsible for damages caused by the negligence of its directors, officers, agents and employees, and agrees to indemnify and hold harmless CSU and University (including its officers, agents and employees) from any and all liability arising out of the negligent acts, omissions or willful misconduct of Facility's directors, officers, agents or employees in the performance of this Agreement.

#### **D.** Insurance

- 1. Each party shall maintain General Liability Insurance (or a program of self-insurance), comprehensive or commercial form, with a minimum limit of \$1,000,000 for each occurrence and \$3,000,000 general aggregate.
- 2. Students shall maintain general and professional liability, through the Student Professional Liability Insurance (SPLIP) program, in the amount of \$2,000,000 for each occurrence and \$4,000,000 general aggregate.
- 3. Workers' compensation insurance coverage for students shall be provided by Facility.
- E. Confidentiality of Student Records Student records shall remain confidential as required by the Family Educational Rights and Privacy Act (FERPA). Neither Party shall release any protected student information without written consent of the student, unless required to do so by law or as dictated by the terms of this Agreement.
- F. Confidentiality of Medical Records (HIPAA) All of Facility's medical records and charts created in connection with Clinical Training shall be and shall remain the property of Facility. Solely for the purposes of this Agreement and patient confidentiality under the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder ("HIPAA"), Students shall be considered to be members of Facility's "Workforce," as defined at 45 Code of Federal Regulations (C.F.R.) § 160.103.

In the course of Clinical Training at Facility, Students mayhave access to Protected Health Information, as defined at 45 C.F.R. § 160.103, and shall be subject to Facility's HIPAA Privacy and Security policies and procedures. Students may be

## Exhibit A Family and Consumer Sciences Program Protocol

The Trustees of the California State University, as well as state and national accrediting agencies, have approved various bachelors and graduate degree programs of the Family & Consumer Sciences department at California State University, Long Beach. The Family & Consumer Science programs requiring practical fieldwork experience for students includes <u>Dietetics, Gerontology, Nutrition, Child</u> <u>Development, Family Life & Education, Fashion & Merchandising, and Hospitality Food Service & Hotel Management.</u>

At all times during operation of this Agreement the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement, and are not employees or agents of the University.

The fieldwork experience for Family & Consumer Science students placed at Facility shall operate as follows:

## I. FACILITY SHALL:

A. Permit each student designated by University to receive practical fieldwork experience at the Facility and shall permit reasonable access to appropriate organizational facilities.

D. Maintain the facilities and provide the minimum essentials (adequate supervision, safe environment and access to facility and supplies) for an approved field education experience.

E. Coordinate emergency first aid or medical treatment if a student suffers an injury or illness during the course of a student's field education experience.

E. Provide members of the Facility's staff to participate in the instructional phase of the fieldwork experience.

F. Permit the Facility's Director and other designated personnel to attend meetings with University Faculty, or any committee thereof, to coordinate the fieldwork experience.

G. Have the right to refuse participation to any University student who is not participating satisfactorily in the program. In the event Facility determines a student is not satisfactorily participating in the program, Facility shall consult with University regarding the reasons for denying participation of such student.

H. Notify the University's instructors of any change in the Facility's contact personnel.

I. Assist University in verifying the student's attendance and participation in the program to ensure the requirements for awarding of academic credit are met.

#### **II. UNIVERSITY SHALL:**

A. Designate students for practical experience at the Facility, in such numbers as are mutually agreed to by both parties.

B. Supplying Facility with necessary student identification information.

C. Work with Facility to supervise the instruction and fieldwork experience.

D. Designate a staff member to participate with the Facility designee in planning, implementing and coordinating the fieldwork experience.

D. Keep all attendance and academic records of students participating in fieldwork experience.

E. Require every student to conform to all applicable Facility policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of the University and Facility.

F. Require University's students to notify Facility's internship sponsor in advance of:

- 1. Student schedules.
- 2. Placement of students in fieldwork assignments.
- 3. Changes in fieldwork assignments.

G. In consultation and coordination with the Facility's personnel, students will establish goals for the fieldwork experience to be provided to students under the Agreement.

#### FULLERTON SCHOOL DISTRICT

BOARD AGENDA ITEM #11

#### CONSENT ITEM

- DATE: May 12, 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 ROCKETSCAN SOFTWARE AND HARDWARE MAINTENANCE SERVICE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND IMAGE ONE TECHNOLOGY SOLUTIONS BEGINNING SEPTEMBER 1, 2020 THROUGH AUGUST 31, 2023
- Background: Nutrition Services participates in the National School Lunch Program (NSLP) and the School Breakfast Program (SBP). State and federal funding received through these programs is based upon the eligibility of free, reduced-price, or full-paid meal counts. Eligibility for free and reduced-price meals is determined by processing meal applications submitted by parents/guardians throughout the school year by using strict guidelines issued by the USDA and the State. State officials conduct on-site audits of the applications and adherence to the guidelines. The District must remain in compliance with all guidelines in order to receive reimbursement for meals and operate programs.

In 2008, Nutrition Services purchased RocketScan software and hardware from Image One Technology Solutions to electronically process meal applications. The RocketScan software and hardware harvests student data from the meal applications. After scanning, the applications go through a validation process in RocketScan where information is verified and eligibility is determined.

The Agreement with Image One Technology Solutions includes software maintenance support. In the event of a hardware failure, a replacement scanner will be shipped overnight in exchange for the failed machine. The Agreement is for three years and can be terminated by either party with 30 days written notice.

- Rationale: Nutrition Services continues to process applications electronically. The benefits of using RocketScan are increased accuracy of benefit determinations, increased speed of application processing, and a significant reduction in the amount of paperwork necessary to the application process. The immediate service in the event of hardware failure also limits down-time and ensures the District will always be in compliance with application processing timelines.
- <u>Funding:</u> Total cost of the three-year Agreement is \$ 4,830.00, and is to be paid from Nutrition Services Budget.
- <u>Recommendation:</u> Approve RocketScan Software and Hardware Maintenance Service Agreement between Fullerton School District and Image One Technology Solutions beginning September 1, 2020 through August 31, 2023.

RC:MB:tg Attachment

# **Sales Proposal**

Date: 4/29/2020 Terri Gonzalez Fullerton School District 389 W. Truslow Avenue Fullerton, CA 92833

# image one

TECHNOLOGY SOLUTIONS

6202 Benjamin Road, Suite 103 Tampa, FL 33634 Telephone: 800-956-9000 Facsimile: 813-887-5359

Phone:	Facsimile: 813-887-5359 714-447-7435 Fax:						
Qty	Description	Price Each	Price Extended				
	RocketSCAN Maintenance Renewal						
	3 Years - Online Only Software						
	3 Years Software (subscription, support and maintenance) 1 Year with 2 additional subsequent years renewable						
1	Year One Maintenance September 1st, 2020 - August 31st, 2021 Payment Due Date: September 1st, 2020	\$1,610.0000	\$1,610.00				
1	Year Two Maintenance September 1st, 2021 - August 31st, 2022 Payment Due Date: September 1st, 2021	\$1,610.0000	\$1,610.00				
1	Year Three Maintenance September 1st, 2022 - August 31st, 2023 Payment Due Date: September 1st, 2022	\$1,610.0000	\$1,610.00				
	Terms: Net 30	Est. Shipping: TOTAL:	\$4.830.00				

 Terms:
 Net 30
 TOTAL:
 \$4.830.00

 Customer Acceptance

 By signing below, the customer warrants that he/she is authorized to place order on behalf of the company, accepts the terms of this agreement, and authorizes Image One to order the maintenance herein and remit timely payment to Image One Corporation. All sales are Final.

 Muchan
 4/29/20

 Customer Acceptance
 Date

 Image One Corporation

Fullerton School District

Prices are firm for 30 days from the date of this proposal and are subject to change without notice thereafter.

#### FULLERTON SCHOOL DISTRICT

#### CONSENT ITEM

DATE: May 12, 2020

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

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

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

SUBJECT: APPROVE/RATIFY AGREEMENT WITH POCOCK DESIGN SOLUTIONS INC., FOR MECHANICAL ENGINEERING SERVICES THROUGH THE 2019/2020 AND 2020/2021 FISCAL SCHOOL YEARS

- Background: Fullerton School District (FSD) does not currently have any mechanical engineer agreements with vendors. These services are needed for various projects at school sites and office buildings. The services of a licensed professional mechanical engineering firm are needed. School construction projects are governed by the Division of the State Architect (DSA). The DSA reviews and approves school construction plans for projects that meet specific criteria. A mechanical engineer can assist the architect in interpretations and clarifications of plans and specifications. Pocock Design Solutions Inc., is a fullservice firm specializing in assisting school districts during the work process.
- Rationale: District staff recommends entering into an agreement with Pocock Design Solutions, Inc. Pocock Design Solutions Inc., is a full-service mechanical engineering firm.
- <u>Funding:</u> Services will be utilized on an as-needed basis. The projected cost of project services will need to be approved in advance by the Assistant Superintendent of Business Services. The approval will take place prior to the commencement of work. Costs are set at professional hourly rates as detailed in Exhibit A will be paid from various District funds.
- <u>Recommendation:</u> Approve/ratify agreement with Pocock Design Solutions Inc., for mechanical engineering services as needed through the 2019/2020 and 2020/2021 fiscal school years.

RC:SS:ys Attachment

# 2019-2020 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Pocock Design Solutions Inc.**, 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. <u>Services to be provided by Contractor</u>. Contractor shall provide professional mechanical engineering services, hereinafter referred to as "Services".

2. <u>Term</u>. Contractor shall commence providing Services under this Agreement on **September 20, 2018,** and will diligently perform as required and complete performance by **June 30, 2021.** 

3. <u>Compensation</u>. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **hourly rates as set forth in Exhibit A**. District shall pay Contractor according to the following terms and conditions: <u>Contractor shall submit a detailed invoice to the District</u>. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.

4. <u>Expenses</u>. 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. <u>Materials</u>. 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 and cannot be used without District's express written permission. Contractor and cannot be used without District's express written permission. Contractor and cannot be used without District's express written permission. Contractor and cannot be used without District's express written permission. Contractor and cannot be used without District's express written permission. Contractor and cannot be used without District's express written permission. Contractor and cannot be used without District's express written permission. Contractor 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. <u>Standard for Performance of Services</u>. 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. <u>Termination</u>. 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. <u>Hold Harmless</u>. 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

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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. <u>Insurance</u>. 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	\$1,000,000
		to the Comprehensive Form)	
	The p	olicy may not contain an exclusion for cov	erage of claims
arising	g from cl	aims for sexual molestation or abuse. This pol	icy shall include
or be	endors	ed to include abuse and molestation cover	age of at least
\$3,00	0,000 or	each occurrence.	
h	Busines	s Automobile Liability Insurance for owned	schedulad non

b. Business Automobile Liability Insurance for owned, scheduled, nonowned, or hired automobiles with a combined single limit not less than

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\$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. <u>Assignment</u>. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

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

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

14. <u>Permits/Licenses</u>. 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. <u>Employment With Public Agency</u>. 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. <u>Entire Agreement/Amendment</u>. 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. <u>Nondiscrimination</u>. 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. <u>Non Waiver</u>. 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. <u>Notice</u>. 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

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## **CONTRACTOR:**

Pocock Design Solutions 14451 Chambers Road, Suite 210 Tustin, CA 92780

> Independent Contractor Agreement OCDE Legal Counsel Approved 4/1/19 SuptOffice

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20. <u>Severability</u>. 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. <u>Attorney Fees/Costs</u>. 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. <u>Headings</u>. 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. <u>Counterparts</u>. 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. <u>Authorized Signatures</u>. 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. <u>Governing Law</u>. 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 13<sup>TH</sup> DAY OF May 2021.

FULLERTON SCHOOL DISTRICT

Robert Pletka, Ed.D. Superintendent

Contractor: Pocock Design Solutions, Inc.

By:

Tim Pocock, Principal

On File Taxpaver Identification Number

By:

#### EXHIBIT A



# **Consulting Engineers**

#### Hourly Rates:

Classification	Billing Rate (Per hr)	Overtime Rate (Per hr)
Principal	\$200.00	\$300.00
Engineer	\$175.00	\$262.50
Project Manager	\$165.00	\$247.50
Senior Designer	\$140.00	\$210.00
Designer	\$120.00	\$180.00
CAD Drafting	\$ 90.00	\$135.00
Clerical	\$ 70.00	\$105.00

# FULLERTON SCHOOL DISTRICT

BOARD AGENDA ITEM #1n

## CONSENT ITEM

DATE:	May 12, 2020
TO:	Robert Pletka, Ed.D., District Superintendent
FROM:	Jeremy Davis, Assistant Superintendent Innovation and Instructional Support
PREPARED BY:	Sam Ricchio, Assistant Director, Innovation and Instructional Support
SUBJECT:	APPROVE INTERNET ACCESS AGREEMENT WITH ORANGE COUNTY SUPERINTENDENT OF SCHOOLS/ORANGE COUNTY DEPARTMENT OF EDUCATION (OCDE) EXTENDING THE CURRENT AGREEMENT BY ONE YEAR (AGREEMENT NUMBER 49963) BEGINNING WITH JULY 1, 2020 THROUGH JUNE 30, 2021
Background:	Fullerton School District (FSD) contracts with Orange County Department of Education (OCDE) to be its internet service provider. This agreement addresses access to the internet through OCDE to the K-12 High Speed Network. FSD signed an annual agreement for this service to better align with the eRate cycle and State procurement laws.
Rationale:	This agreement extends the current contract by one year that terminates the end of the next fiscal year (June 30, 2021) to provide internet access.
<u>Funding:</u>	The annual cost of this service is covered in the State budget so the charge to the FSD is \$0.00. If this item is removed from the state budget and OCDE is charged for access the FSD could eventually be charged for internet access. This amount would be a metered rate and would be paid from the Innovation and Instructional Supports budget (409).
Recommendation:	Approve Internet Access Agreement with the Orange County Superintendent of Schools/Orange County Department of Education (OCDE) extending the current agreement by one year (agreement number 49963) beginning July 1, 2020 through June 30, 2021.
JD:SR:kv Attachment	

#### 2020-2021 INTERNET ACCESS AGREEMENT FULLERTON SCHOOL DISTRICT

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This Internet Access Agreement is hereby entered into this 1st day of July, 2020, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Fullerton School District, 1401 W. Valencia Drive, Fullerton, California 92833, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

NOW, THEREFORE, the Parties hereto mutually agree as follows: 1.0 <u>BASIS OF AGREEMENT</u>. Provide Internet access for up to 10 GB and support to DISTRICT at no cost in accordance with the terms and conditions set forth in this AGREEMENT.

2.0 <u>TERM</u>. This AGREEMENT shall be in full force and effect for the period commencing July 1, 2020, and ending on June 30, 2021, subject to termination as set forth in this AGREEMENT.

18 3.0 PAYMENT. SUPERINTENDENT shall provide Internet access and 19 support pursuant to Section 1.0 of this AGREEMENT at no cost to the 20 DISTRICT. SUPERINTENDENT receives Internet access at no charge from 21 the California K-12 High Speed Network. DISTRICT shall be notified in 22 writing if SUPERINTENDENT no longer receives Internet access at no 23 charge at which time, SUPERINTENDENT will provide DISTRICT an itemized 24 invoice. DISTRICT will have the option to pay the invoice or terminate 25 this AGREEMENT at DISTRCIT'S discretion.

1 4.0 TECHNICAL SUPPORT. DISTRICT shall be entitled to ongoing 2 technical support and assistance for Internet access between the DISTRICT and SUPERINTENDENT, provided however, that the availability 3 4 or performance of this technical support service shall not be construed as altering or affecting SUPERINTENDENT'S obligations as set forth in 5 this AGREEMENT. SUPERINTENDENT'S technical support via telephone shall 6 be provided to DISTRICT without charge Monday through Friday from 8:00 7 A.M. - 5:00 P.M., excluding SUPERINTENDENT'S holidays.

5.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times shall be an independent contractor and shall be wholly responsible for the manner in which the services required by the terms of this AGREEMENT are performed. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between SUPERINTENDENT and DISTRICT. SUPERINTENDENT assumes the responsibility for the acts of its employees or agents as they relate to the services to be provided. SUPERINTENDENT, its officers, agents, and employees, shall not be entitled to any rights, and/or privileges of DISTRICT'S employees and shall not be considered in any manner to be DISTRICT'S employees.

6.0 HOLD HARMLESS.

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Α. SUPERINTENDENT hereby agrees to indemnify, defend, and hold DISTRICT, harmless its Governing Board, officers, agents, and employees from every claim or demand and every liability loss, damage, or expense of any nature whatsoever which may be incurred by reason of any negligent acts or omissions of employees, agents or officers

1 of SUPERINTENDENT or the Orange County Board of Education during the 2 period of this AGREEMENT.

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B. DISTRICT hereby agrees to indemnify, defend, and hold harmless SUPERINTENDENT, the Orange County Board of Education,  $\overline{4}$ and its 5 officers, agents, and employees from every claim or demand and every liability, loss, damage, or expense of any nature whatsoever which may 6 be incurred by reason of any negligent acts or omissions of employees, 7 agents or officers of DISTRICT during the period of this AGREEMENT.

7.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that 10 they will not engage in unlawful discrimination of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons. 12

8.0 APPLICABLE LAW. The services completed herein must meet the approval of the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. SUPERINTENDENT and DISTRICT agree to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to SUPERINTENDENT or DISTRICT'S business, equipment and personnel engaged in operations covered by this AGREEMENT or occurring out of the performance of such operations.

9.0 ASSIGNMENT. Neither party shall subcontract or assign this 21 AGREEMENT or the performance of any of the services set forth in this 22 AGREEMENT without prior written approval of the non-assigning party. 23 10.0 TERMINATION. AGREEMENT This may be terminated by 24 SUPERINTENDENT or DISTRICT with or without cause, upon the giving of 25 sixty (60) days prior written notice to the other party.

1 11.0 <u>TOBACCO USE POLICY</u>. In the interest of public health, the
2 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
3 use of any tobacco products are prohibited in buildings and vehicles,
4 and on any property owned, leased or contracted for by the
5 SUPERINTENDENT. Failure to abide with conditions of this policy could
6 result in the termination of this AGREEMENT.

7 12.0 NOTICES. All notices or demands to be given under this 8 AGREEMENT by either party to the other shall be in writing and given either by: i) Personal service, or ii) U.S. Mail, mailed either by 9 10 registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally 11 served or, if mailed, on the third (3rd) day after deposit in any U.S. 12 Post Office. The address to which notices or demands may be given by 13 either party may be changed by written notice given in accordance with 14 the notice provisions of this section. As of the date of this 15 AGREEMENT the addresses of the parties are as follows: 16

> DISTRICT: Fullerton School District 1401 W. Valencia Drive Fullerton, California 92833 Attn:

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SUPERINTENDENT: Orange County Superintendent of Schools 200 Kalmus Drive P. O. Box 9050 Costa Mesa, California 92628-9050 Attn: Patricia McCaughey

13.0 <u>SEVERABILITY</u>. 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 1 continue in full force and effect and shall not be affected, impaired 2 or invalidated in any way.

14.0 GOVERNING LAW. The terms and conditions of this AGREEMENT 3 shall be governed by the laws of the State of California, with venue 4 in Orange County, California. 5

15.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits 6 attached hereto constitute the entire AGREEMENT between SUPERINTENDENT 7 and DISTRICT regarding the services and any agreement made shall be 8 ineffective to modify this AGREEMENT in whole or in part unless such 9 agreement is embodied in an Amendment to this AGREEMENT which has been 10 signed by both Parties. This AGREEMENT supersedes all prior 11 negotiations, understandings, representations and agreements. 12

IN WITNESS WHEREOF, the Parties hereto have caused this 13 AGREEMENT to be executed. 14

DISTRICT: FULLERTON SCHOOL DISTRICT

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DATE :

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS ann TATE

B1:	DI: WWWWW
Authorized Signature	Authorized Signature
PRINTED NAME:	PRINTED NAME: Patricia McC
TITLE:	TITLE: Administrator
	PRINTED NAME:

NAME: Patricia McCaughey Administrator

> DATE : March 23, 2020

Fullerton SD-Internet Access 2020-2021(49963) ZIP4

#### FULLERTON SCHOOL DISTRICT

BOARD AGENDA ITEM #10

#### CONSENT ITEM

DATE:	May 12, 2020
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TO: Robert Pletka, Ed.D., District Superintendent

- FROM: Jeremy Davis, Assistant Superintendent Innovation and Instructional Support
- PREPARED BY: Wes Kriesel, Director, Innovation and Instructional Support

SUBJECT: APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND BRISA DIAZ TO PROVIDE VIDEO EDITING SERVICES FOR FSD TV

- Background: Fullerton School District (FSD) TV helps teachers prepare and film lessons for distance learning opportunities, serving thousands of students who access those lessons through local community cable, YouTube and through Facebook video. These lessons help provide access to the curriculum for FSD students. As FSD moved into action to address distance learning opportunities, the Innovation and Instructional Services team needed to secure additional support in editing teachers' lessons to keep up with the pace of filming and producing distance learning lessons.
- Rationale: Brisa Diaz is a graduate of California State University Fullerton's Film program, and has worked on a variety of independent films, in both production and post-production roles. She is skilled in the technical and editing skills of non-linear editing software, very effective in meeting the quick turnaround needed for community cable and online video production, and is a good fit to support us in producing the lessons from our teachers for our students.
- <u>Funding:</u> Cost not to exceed \$7,500 and is to be paid from the Unrestricted General Fund.
- <u>Recommendation:</u> Approve Independent Contractor Agreement between Fullerton School District and Brisa Diaz to provide video editing services for FSD TV.

JD:WK:kv Attachment

# 2019-2020 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Brisa Diaz**, 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. <u>Services to be provided by Contractor</u>. Contractor shall provide video editing services, hereinafter referred to as "Services".

2. <u>Term</u>. Contractor shall commence providing Services under this Agreement on May 12, 2020 and will diligently perform as required and complete performance by May 29, 2020.

3. <u>Compensation</u>. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Seven Thousand Five Hundred Dollars (\$7,500)**. District shall pay Contractor according to the following terms and conditions: <u>Contractor shall submit a detailed invoice to the</u> <u>District</u>. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement. Video editing services will be billed at the hourly rate of \$35.

4. <u>Expenses</u>. 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. <u>Independent Contractor</u>. 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. <u>Materials</u>. 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.

Originality of Services/Intellectual Property. Contractor agrees that all 7. 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. <u>Standard for Performance of Services</u>. 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. <u>Termination</u>. 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. <u>Hold Harmless</u>. 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. <u>Insurance</u>. 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

\$1,000,000

to the Comprehensive Form)

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. <u>Assignment</u>. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

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

14. <u>Permits/Licenses</u>. 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. <u>Employment With Public Agency</u>. 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. <u>Entire Agreement/Amendment</u>. 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. <u>Nondiscrimination</u>. 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. <u>Non Waiver</u>. 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. <u>Notice</u>. 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:	<b>CONTRACTOR:</b>
Fullerton School District	Brisa Diaz
1401 W. Valencia Drive	On file.
Fullerton, CA 92833	

20. <u>Severability</u>. 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. <u>Attorney Fees/Costs</u>. 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. <u>Headings</u>. 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. <u>Counterparts</u>. 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. <u>Authorized Signatures</u>. 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. <u>Governing Law</u>. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS 12<sup>TH</sup> DAY OF MAY, 2020.

# FULLERTON SCHOOL DISTRICT

**Contractor Name** 

By:

By:

Robert Pletka, Ed.D. Superintendent

> On File Taxpayer Identification Number

FULLERTON SCHOOL DISTRICT

BOARD AGENDA ITEM #1p

DATE: May 12, 2020

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

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

SUBJECT: APPROVE/RATIFY ADDENDUM BETWEEN FULLERTON SCHOOL DISTRICT AND NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT TO REFLECT CHANGES TO CLASSES BEING OFFERED FOR THE 2019/2020 SCHOOL YEAR

CONSENT ITEM

- Background: Board approval was granted on August 13, 2019, for the agreement with North Orange County Community College District. An addendum is requested as it was necessary to adjust the class offerings and resulted in a new contract amount.
- <u>Rationale:</u> Class offerings needed to be adjusted due to instructor availability and student interest.
- <u>Funding:</u> Increased cost will not exceed \$2,400 to be paid from Title IV Funds (#215). Original approval was for \$100,000.
- <u>Recommendation:</u> Approve/Ratify Addendum between Fullerton School District and North Orange County Community College District to reflect changes to classes being offered for the 2019/2020 school year.

JL:DR:ts Attachment

## AMENDMENT TO ECA AGREEMENT 2019-2020

## FULLERTON SCHOOL DISTRICT AND NOCCCD EDUCATIONAL CONSULTING AGREEMENT 2019-2020

As of May 12, 2020, the Educational Consulting agreement made and entered on August, 17, 2019 between Fullerton School District and NOCCCD will be amended by:

- I. Eliminating TECH 131 (2 units) Basic Electricity and Basic Electronics at Nicolas Junior High for Spring 2020 and,
- II. Including DART 104 (3 units) Introduction to Maya 3D at Nicolas Junior High for Spring 2020.
- III. Eliminating THEA 122 (2 units) Improvisation for Television, Film and Theatre at Ladera Vista Junior High for Spring 2020 and,
- IV. Including DART 180 (3 units) Digital Video at Ladera Vista Junior High for Spring 2020.
- V. The length of DART 104 (3 units) Introduction to Maya 3D is 90 hours of instruction. The previous scheduled course, TECH 131 (2 units) - Basic Electricity and Basic Electronics, is 72 hours. This is an increase of 18 hours of instruction per semester.
- VI. The length of DART 180 (3 units) Digital Video is 90 hours of instruction. The previous scheduled course, THEA 122 (2 units) Improvisation for Television, Film and Theatre, is 72 hours. This is an increase of 18 hours of instruction per semester.
- VII. FSD shall pay NOCCCD an amount of \$7,000 for DART 104 (3 units) Introduction to Maya 3D. The previous scheduled course, TECH 131 (2 units) - Basic Electricity and Basic Electronics, was \$5,800.
- VIII. FSD shall pay NOCCCD an amount of \$7,000 for DART 180 (3 units) Digital Video. The previous scheduled course, THEA 122 (2 units) - Improvisation for Television, Film and Theatre was, \$5,800.

These are the only changes; the entire remainder of the original agreement remains in full force.

This Amendment may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Executed on May 12, 2020

By:

Robert R. Coghlan Assistant Superintendent Business Services

By:

FULLERTON COLLEGE José Ramón Núñez, Ph.D. Vice President, Instruction

By: \_

NOCCCD Fred Williams Vice Chancellor, Finance & Facilities

# FULLERTON SCHOOL DISTRICT

BOARD AGENDA ITEM #1q

# CONSENT ITEM

DATE:	May 12, 2020
то:	Robert Pletka, Ed.D., District Superintendent
FROM:	John Caldecott, Interim Director, Classified Personnel Services
SUBJECT:	APPROVE/RATIFY CLASSIFIED PERSONNEL REPORT
Background:	The Classified Personnel Report reflects changes in employee status and was received by the Personnel Commission at its regular meeting on April 20, 2020.
Rationale:	This report is submitted to the Board of Trustees for approval on a monthly basis.
Funding:	Personnel action documents reflect budget numbers that are forwarded to the Business Services Division.
Recommendation:	Approve/Ratify Classified Personnel Report.

JC:ef Attachment

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

# LEGEND

Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
Caballero	Alma	Senior Secretary	Add 1.5% Bilingual	3/1/20	51	8.00	510	B24/6
Gonzalez	Maria	Senior Secretary	Add 1.5% Bilingual	3/1/20	90	8.00	606	B24/6
Aguayo	Elisabeth	Social Services Asst.	Add 1.5% Bilingual	3/1/20	24	19.00	212	B17/2
Alva	Elizabeth	Social Services Asst.	Add 1.5% Bilingual	3/1/20	51	8.00	391/510	B17/4
Cervantes	Jessica	Social Services Asst.	Add 1.5% Bilingual	3/1/20	28	8.00	212	B17/4
Franco	Norma	Social Services Asst.	Add 1.5% Bilingual	3/1/20	29	15.00	302	B17/1
Garcia	Abraham	Social Services Asst.	Add 1.5% Bilingual	3/1/20	55	6.00	224	B17/5
Mata	Alma	Social Services Asst.	Add 1.5% Bilingual	3/1/20	55	6.00	224	B17/4
Olivares	Jessica	Social Services Asst.	Add 1.5% Bilingual	3/1/20	20	6.00	212	B17/4
Seibert	Sandra	School Office Manager	Add 1% Bilingual	9/11/17	19	8.00	403	B25/6
Roberts	Martha	Personnel Technician II	Add 2.5% Bilingual	3/1/20	58	8.00	522	B28/6
Gomez	Linda	Secretary	Add 2.5% Bilingual	3/1/20	54	8.00	420	B25/6
Singer	Matthew	Instructional Asst./Rec.	Add Basketball Stipend	1/7/20	30	18.75	304	B11/1
McKoy	Deyana	Instructional Asst./SE I	Add Basketball Stipend	1/1/20	20	6.00	304	B14/3
Lee	Jey	Social Svcs. Asst	Add Clerical Asst. I	3/2/20	99	0.00	100	B17/1
Freker	Jo A.	Instructional Asst./SE I -	Add IA/SE I to	3/11/20	99	0.00	121	B11/1
Employee ID	7386		CFRA leave 2/28-	3/6/20				
Employee ID	6074		CFRA leave 3/2/20-	3/2/20				
Anahuac	Citlalli	School Office Manager	Change Bilingual	3/1/20	28	8.00	403	B25/6
Arias-Eyre	Gabriella	School Office Manager	Change Bilingual	3/1/20	12	8.00	403	B25/6
Contreras	Sandra	School Office Manager	Change Bilingual	3/1/20	22	8.00	403	B25/6
Gonzalez	Maria	School Office Manager	Change Bilingual	3/1/20	24	8.00	403	B25/1
Moreno	Maria	School Office Manager	Change Bilingual	3/1/20	29	8.00	403	B25/1
Olivas	Delia	School Office Manager	Change Bilingual	3/1/20	25	8.00	403	B25/6
Seibert	Sandra	School Office Manager	Change Bilingual	3/1/20	19	8.00	403	B25/6
Vega	Angela	School Office Manager	Change Bilingual	3/1/20	21	8.00	403	B25/6
Employee ID	2512		FMLA 3/9-3/27/20	3/9/20				
Ruiz	Christopher	Custodian I	Hire Probationary	3/3/20	53	3.75	542	B17/1
Hurtado	Samuel	Food Service	Hire Probationary	3/12/20	90	6.00	606	B20/1
Martinez	Brisa	Health Asst./BB	Hire Probationary	3/12/20	12	3.75	402	B18/1
Benitez	Dominique	Instructional Asst./EL	Hire Probationary	3/2/20	60	19.50	2085	B11/1
Hernandez	Valeria	Instructional Asst./EL	Hire Probationary	3/2/20	60	19.50	329	B11/1
Arcebal	Veronica	Instructional Asst./EL	Hire Probationary	3/9/20	60	19.75	329	B11/1
Mooshagian	Armineh	Instructional Asst./EL	Hire Probationary	3/9/20	60	19.50	2085	B11/1

Sharp	Blanca		Hire Probationary	3/2/20	60	3.50	310	B11/1
Gutierrez	Manuel	Maintenance Worker II	Hire Probationary	3/17/20	53	8.00	542	B27/1
Amaro	Abimael	Reprographics Tech.	Hire Probationary	3/12/20	50	3.50	519	B20/1
Larios	Vanessa	Supervisor, Child Dev.	Hire Probationary	3/12/20	60	8.00	2082/275	M09/1
Vargas	Ray	Custodian I	Hire Sub Status	3/13/20	53	0.00	542	B17/1
Cendejas	Anthony	Custodian I - sub	Hire Sub Status	3/16/20	53	0.00	542	B17/1
Treto	Amador	Custodian I - sub	Hire Sub Status	3/16/20	53	0	542	B17/1
De Nava	Edward	Custodian I - sub	Hire Sub Status	3/18/20	53	0.00	542	B17/1
Casarez	Trinidad	Food Service Asst. I -	Hire Sub Status	3/5/20	90	0.00	606	B08/1
Mendoza	Gabriela	Instructional Asst./Rec.	Hire Sub Status	3/10/20	99	0.00	100	B11/1
Shin	Annie	Instructional Asst./SE I -	Hire Sub Status	3/5/20	99	0.00	121	B14/1
Hernandez	Lorraine	Instructional Asst./SE I -	Hire Sub Status	3/10/20	99	0.00	121	B11/1
Idsvoog	Caroline	Instructional Asst./SE I -	Hire Sub Status	3/10/20	99	0.00	121	B14/1
Arreola	Diana	Playground Supervisor ·	Hire Sub Status	3/12/20	99	0.00	100	B07/1
Marmolejo	Maricruz	Playground Supervisor	Increase of Hours -	11/18/19	24	2.17	100	B07/4
Sianez	America	Playground Supervisor	Increase of Hours - 4.0	4/5/20	13	0.80	100	B07/4
Chon	Hanna	TLMA	Increase of Hours -	3/16/20	59	4.00	409	B21/6
Employee ID	391		Medical Leave 1/14-	1/14/20				
Employee ID	2630		Medical Leave 1/16-	1/16/20				
Employee ID	6048		Medical Leave 1/30-	1/30/20				
Employee ID	7612		Medical Leave 2/21-	2/21/20				
Employee ID	1456		Medical Leave 2/25/20-	2/25/20				
Employee ID	7543		Medical Leave 2/28/20 -	2/28/20				
Employee ID	2192		Medical Leave 2/5/20 -	2/5/20				
Employee ID	1893		Medical Leave from	2/12/20				
Varela	Anita	Personnel	New Commissioner	12/1/20	58	0.00	522	
Olivares	Jessica	Social Services Asst.	Reinstatement	3/2/20	20	6.00	212	B17/4
Webb	Ethan	TLMA	Resignation - will	3/13/20	59		409	B21
Beltran	Josephine	Instructional Asst./EL	Resignation on	3/6/20	60	3.50	2085	B11/1
Hinh	Jazmin	Instructional Asst./SE I	Resignation on	3/6/20	26	3.00	122	B14/1
Kuhn	Heather	SLPA	Resignation on	3/11/20	54	6.00	255	B21/1
Stipe	Cathrine	Mental Health	Revised LOA - 3/16-	3/31/20	21	8.00	504	B40/
Porter	Darneshia	Instructional Asst./Rec.	Separation - NLA	3/20/20	99	0.00	100	B11/1
Tucker-	Sydney	Registered Associate	Separation - NLA	3/27/20	54	4.80	504/302	B1/1
Goorey	Richard	Warehouse	Service Retirment - will	3/3/20	90	8.00	606	B28/6

Doan	Michelle	Account Clerk III	Service Retirment - will	3/2/20	55	8.00	212/520	B28/6
Culpepper	Jashua	Clerical Asst. II/BB	Step Increase - Step 2	3/1/20	21	8.00	403	B20/1
Lee	Yoon Ji	Clerical Asst. II/BBK	Step Increase - Step 2	3/1/20	23	8.00	403	B20/1
Brandon	Nickolas	Custodian I	Step Increase - Step 2	3/1/20	23	3.75	542	B17/1
Buggs	Michael	Custodian I	Step Increase - Step 2	3/1/20	17	5.00	542	B17/1
Pena	Reyna	Health Asst./BB	Step Increase - Step 2	3/1/20	21	3.75	402	B18/1
Bustamante	Lisbeth	Instructional Asst./EL	Step Increase - Step 2	3/1/20	60	3.95	329	B11/1
Gonzalez	Irma	Instructional Asst./EL	Step Increase - Step 2	3/1/20	60	3.90	2085	B11/1
Zavala	Jailene	Instructional Asst./EL	Step Increase - Step 2	3/1/20	60	3.90	2085	B11/1
Briseno	Sonia	Instructional Asst./Rec.	Step Increase - Step 2	3/1/20	60	3.50	310	B11/1
Buckner	Kimberly	Instructional Asst./Rec.	Step Increase - Step 2	3/1/20	60	3.50	310	B11/1
Glassel	Michelle	Instructional Asst./Rec.	Step Increase - Step 2	3/1/20	12	3.75	100	B11/1
Montano	Alyssa	Instructional Asst./Rec.	Step Increase - Step 2	3/1/20	60	3.90	329	B11/1
Carreno	Yesenia	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	28	3.75	212	B11/1
Cerda	Brianna	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	60	3.95	2081	B11/1
Chambers	Kristen	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	27	3.00	302	B11/1
Chuy	Vivian	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	25	3.75	100/302	B11/1
Cristea	Marilena	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	26	3.00	100	B11/1
DeSilva	Thomas	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	25	3.00	212	B11/1
Easdale	Evelyn	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	27	3.00	100	B11/1
Hernandez	Christina	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	28	3.75	212/100	B11/1
Holden	Sharon	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	15	3.75	100	B11/1
Huynh	Christine	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	22	3.75	100	B11/1
Kim	Cathleen	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	29	3.75	100	B11/1
Mendez	Diana	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	25	3.75	100	B11/1
Mendiguren	Yuriko	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	15	3.00	100	B11/1
Miyatake	Linda	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	13	3.75	100	B11/1
Moore	Devon	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	11	3.75	100	B11/1
O'Conner	Nina	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	30	3.75	100	B11/1
Perez	Jennifer	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	26	3.00	302	B11/1
Resch	Angela	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	16	3.75	100	B11/1
Sambrano	Elizabeth	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	21	3.75	100/302	B11/1
Shuler	Erica	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	15	3.00	302	B11/1
Son	KyoungGyo	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	29	3.75	212	B11/1
Stevens	Taylor	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	12	3.00	100	B11/1

Vrsalovich	Wendy	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	60	3.50	310	B11/1
Wilson	Cora	Instructional Asst./Reg.	Step Increase - Step 2	3/1/20	27	3.75	100	B11/1
Bergland	Christopher	Instructional Asst./SE I	Step Increase - Step 2	3/1/20	29	6.00	505/504	B14/1
Cox	Magnolia	Instructional Asst./SE I	Step Increase - Step 2	3/1/20	22	3.00	122	B14/1
Rodriguez	Pedro	Instructional Asst./SE I	Step Increase - Step 2	3/1/20	30	6.00	242	B14/1
Yang	Hyo Lim	Instructional Asst./SE I	Step Increase - Step 2	3/1/20	21	5.60	122	B14/1
Misuela	Josh	Instructional Asst./SE II	Step Increase - Step 2	3/1/20	17	6.00	242	B14/1
Ledon	Jose	Clerical Asst. II	Step Increase - Step 3	3/1/20	18	8.00	403	B19/2
Llamas	Krystal	Health Assistant	Step Increase - Step 3	3/1/20	18	3.75	402	B17/2
Do	John	Instructional Asst./Rec.	Step Increase - Step 3	3/1/20	60	3.95	329	B11/2
Huntly	John	Instructional Asst./Rec.	Step Increase - Step 3	3/1/20	60	3.90	2085	B11/2
Ahmed	Ahmed	Instructional Asst./Reg.	Step Increase - Step 3	3/1/20	60	3.50	310	B11/3
Guerrero	Margarita	Instructional Asst./Reg.	Step Increase - Step 3	3/1/20	24	3.75	212	B11/2
Kim	Jane	Instructional Asst./Reg.	Step Increase - Step 3	3/1/20	19	3.75	1086	B11/2
Lopez	Maria	Instructional Asst./Reg.	Step Increase - Step 3	3/1/20	19	3.00	212	B11/2
Lou	Tamara	Instructional Asst./Reg.	Step Increase - Step 3	3/1/20	30	3.75	304	B11/2
Nam	John	Instructional Asst./Reg.	Step Increase - Step 3	3/1/20	25	3.00	212	B11/2
Orla	Tanya	Instructional Asst./Reg.	Step Increase - Step 3	3/1/20	25	3.75	302	B11/2
Sanders	Leslie	Instructional Asst./Reg.	Step Increase - Step 3	3/1/20	13	3.00	100	B11/2
Torres	Jeannette	Instructional Asst./Reg.	Step Increase - Step 3	3/1/20	28	3.75	100	B11/2
Vazquez	Johanaliz	Instructional Asst./Reg.	Step Increase - Step 3	3/1/20	13	3.00	302/304	B11/2
Gray	Jennifer	Instructional Asst./SE I	Step Increase - Step 3	3/1/20	22	3.00	122	B14/2
Lee	Jessica	Instructional Asst./SE I	Step Increase - Step 3	3/1/20	22	6.00	122	B14/2
Prado	Allyson	Instructional Asst./SE I	Step Increase - Step 3	3/1/20	29	5.00	125	B14/2
Villatoro	Yvonne	Instructional Asst./SE I	Step Increase - Step 3	3/1/20	60	3.50	310	B14/2
Koliha	Emily	School Office Manager	Step Increase - Step 3	3/1/20	23	8.00	403	B25/2
Bankston	Charles	School Safety Monitor	Step Increase - Step 3	3/1/20	23	7.00	101	B16/2
Meza	Mitchell	Bus Driver	Step Increase - Step 4	3/1/20	56	5.22	565	B21/3
DeMille	Belinca	Clerical Asst. II	Step Increase - Step 4	3/1/20	26	8.00	403	B19/3
Marroquin	Diana	Instructional Asst./Rec.	Step Increase - Step 4	3/1/20	60	3.90	2085	B11/3
Choi	Grace	Instructional Asst./Reg.	Step Increase - Step 4	3/1/20	30	3.75	304/100	B11/3
Gomez	Jasmine	Instructional Asst./Reg.	Step Increase - Step 4	3/1/20	22	3.75	1086	B11/3
Gonzalez	Melissa	Instructional Asst./Reg.	Step Increase - Step 4	3/1/20	24	3.00	302	B11/3
Krishnan	Saradha	Instructional Asst./Reg.	Step Increase - Step 4	3/1/20	30	3.75	100/304	B11/3
Nunez	Roman	Instructional Asst./Reg.	Step Increase - Step 4	3/1/20	29	3.75	100/212	B11/3

Pak	Gina	Instructional Asst./Reg.	Step Increase - Step 4	3/1/20	18	3.00	302	B11/3
Reyes	Abigail	Instructional Asst./Reg.	Step Increase - Step 4	3/1/20	25	3.75	1086	B11/3
Weimholt	Amber	Instructional Asst./Reg.	Step Increase - Step 4	3/1/20	18	3.00	1000	B11/3
Hom		9		3/1/20	27	4.00	130	
-	Grace	Instructional Asst./SE I	Step Increase - Step 4					B14/3
Colianni	Sandra	Secretary	Step Increase - Step 4	3/1/20	55	8.00	302/212	B21/3
Tovar	Karina	Clerical Asst. II/BB	Step Increase - Step 5	3/1/20	19	8.00	403	B20/4
Williamson	Sherrie	Computer Tech I	Step Increase - Step 5	3/1/20	59	8.00	304/302	B30/4
Hatton	Wesley	Custodian II	Step Increase - Step 5	3/1/20	26	8.00	542	B24/4
Morgan	Jenny	Employee Benefits	Step Increase - Step 5	3/1/20	51	6.00	524	B23/4
Moncada	Jeanette	Instructional Asst./BB	Step Increase - Step 5	3/1/20	24	6.00	1088	B14/4
Palomino	Tatiana	Instructional Asst./BB	Step Increase - Step 5	3/1/20	60	3.50	310	B14/4
Reynoso	Vanessa	Instructional Asst./BB	Step Increase - Step 5	3/1/20	24	6.00	1088	B14/4
Aguilar	Jessica	Instructional Asst./Rec.	Step Increase - Step 5	3/1/20	60	3.90	2085	B11/4
Garcia	Nicole	Instructional Asst./Rec.	Step Increase - Step 5	3/1/20	60	3.95	329	B11/4
Hobayan	Leilani	Instructional Asst./Rec.	Step Increase - Step 5	3/1/20	60	3.50	2085	B11/4
Rutledge	Matthew	Instructional Asst./Rec.	Step Increase - Step 5	3/1/20	60	3.90	2085	B11/4
Summerson	Elizabeth	Instructional Asst./Rec.	Step Increase - Step 5	3/1/20	60	3.90	2085	B11/4
Perez	Amber	Instructional Asst./Reg.	Step Increase - Step 5	3/1/20	22	3.75	100/212	B11/4
Foscante-	Aimee	SLPA	Step Increase - Step 5	3/1/20	12	6.00	141	B21/4
Hukel	Cynthia	Bus Driver	Step Increase - Step 6	3/1/20	56	5.54	565	B21/5
Ramirez	Jose	Computer Tech I	Step Increase - Step 6	3/1/20	59	8.00	409/212/302	B30/5
Angeles	David	Custodian II	Step Increase - Step 6	3/1/20	24	8.00	542	B24/5
Escobar	Christina	Custodian II	Step Increase - Step 6	3/1/20	22	8.00	542	B24/5
Castro	Yesenia	Health Assistant	Step Increase - Step 6	3/1/20	11	3.75	402	B17/5
Mendoza	Adriana	Health Assistant	Step Increase - Step 6	3/1/20	30	3.75	402	B17/5
Alatorre	Adriana	Health Asst./BB	Step Increase - Step 6	3/1/20	24	3.75	402	B18/5
Benitez	Margarita	Health Asst./BB	Step Increase - Step 6	3/1/20	20	3.75	402	B18/5
Arroyo	Zulma Y.	Instructional Asst./BB	Step Increase - Step 6	3/1/20	22	3.00	383	B14/5
Garcia	Daniela	Instructional Asst./Rec.	Step Increase - Step 6	3/1/20	60	3.90	2085	B11/5
Magana-	Stacy	Instructional Asst./Rec.	Step Increase - Step 6	3/1/20	60	3.90	2085	B11/5
Verdon	John	Instructional Asst./Rec.	Step Increase - Step 6	3/1/20	60	3.90	2085	B11/5
Alvarez	Alyssa	Instructional Asst./Reg.	Step Increase - Step 6	3/1/20	60	3.50	310	B11/5
Chan	Karlita	Instructional Asst./Reg.	Step Increase - Step 6	3/1/20	60	3.50	310	B11/5
Hertzberg	Maria	Instructional Asst./Reg.	Step Increase - Step 6	3/1/20	11	3.75	302	B11/5
Cleveland	Travis	Instructional Asst./Keg.	· · ·	3/1/20	13	6.00	504/122	B11/5 B14/5
	110113	THE REPORT OF THE PROPERTY OF		3/1/20	15	0.00	JU4/ 1ZZ	D14/3

## FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 4/20/20 WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 5/12/20

Ora-Tazza	Tania	Instructional Asst./SE II	Step Increase - Step 6	3/1/20	15	6.00	242	B14/5
Churchwell	Jennifer	Instructional	Step Increase - Step 6	3/1/20	59	5.40	409	B21/5
Lejano	Maria	Instructional	Step Increase - Step 6	3/1/20	59	5.00	409	B21/5
Guzik-Torres	Melissa	Instructional Asst./SE II	Temp. Add'tl Hours -	2/5/20	18	6.00	121	B14/5
Sem	Rosanne	Instructional Asst./SE II	Temp. Add'tl Hours -	1/28/20	12	6.00	302	B14/5
Ramirez	Jose	Computer Tech I	Temp. Add'tl Hours - 32	3/23/20	59	8.00	409	B30
Webb	Brooke	Computer Tech I	Temp. Add'tl Hours - 32	3/23/20	59	8.00	409	B30
Williamson	Sherrie	computer Tech I	Temp. Add'tl Hours - 32	3/23/20	59	8.00	409	B30
Chon	Hanna	TLMA	Temp. Add'tl Hours - 32	3/23/20	59		409	B21
Churchwell	Jennifer	TLMA	Temp. Add'tl Hours - 32	3/23/20	59		409	B21
Heidi	Harris	TLMA	Temp. Add'tl Hours - 32	3/23/20	59		409	B21
Jones	Nathaneal	TLMA	Temp. Add'tl Hours - 32	3/23/20	59		409	B21
Koeul	Christina	TLMA	Temp. Add'tl Hours - 32	3/23/20	59		409	B21
Lejano	Lourdes	TLMA	Temp. Add'tl Hours - 32	3/23/20	59		409	B21
Quinonez	Jeannette	TLMA	Temp. Add'tl Hours - 32	3/23/20	59		409	B21
Rashid	Zehra	TLMA	Temp. Add'tl Hours - 32	3/23/20	59		409	B21
Reese	Mary	TLMA	Temp. Add'tl Hours - 32	3/23/20	59		409	B21
Robinson	Katherine	TLMA	Temp. Add'tl Hours - 32	3/23/20	59		409	B21
Weatrowski	Rebecca	TLMA	Temp. Add'tl Hours - 32	3/23/20	59		409	B21
Webb	Ethan	TLMA	Temp. Add'tl Hours - 32	3/23/20	59		409	B21
Whittington	Gabrielle	TLMA	Temp. Add'tl Hours - 32	3/23/20	59		409	B21
Wikes	Nancy	Supervisor, Food	Temp. Add'tl Hours - 40	3/23/20	90	8.00	606	M10/3
Gonzalez	Jesus	Custodian II	Termed on Probation	3/11/20	25	8.00	542	B24/1
Stipe	Cathrine	Mental Health	Unpaid LOA	3/16/20	21	8.00		B40
Acuna	Jo A.	Instructional Asst./SE II	Voluntary Reduction of	2/19/20	17	6.00	242	B14/6
Surjanto	Esther	Food Service Asst. I	WOC as Food	3/16/20	90	3.80	606	B26/1
Hernandez	Leticia	Food Production	WOC as Food	3/16/20	90	8.00	606	M06/1
Stenos	Evangelina	Food Service Asst. I	WOC as FSA III	2/28/20	90	3.00	606	B16/3
Sukhadia	Jayantika	Food Service Asst. I	WOC as FSA III	2/28/20	90	3.80	606	B16/3
Jeffrey	Kenneth	Transporter	WOC as Warehouse	2/28/20	90	8.00	606	B28/3

## FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT WILL BE PRESENTED TO THE PERSONNEL COMMISSION: 4/20/20 WILL BE PRESENTED TO THE BOARD OF TRUSTEES ON: 5/12/20

This is to certify that this is an exact copy of the assignment of classified personnel and approved in the minutes of the Personnel Commission on the above date.							
		Chairper	son				
This is to certify that this is an exact copy of the assignment of classified personnel and approved in the minutes of the Board of Trustees' meeting on the above date.							
		Clerk/Se	cretary				
		<b>-</b>					

BOARD AGENDA ITEM #1r

## CONSENT ITEM

DATE: May 12, 2020

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

- FROM: Julienne Lee, Assistant Superintendent, Educational Services
- PREPARED BY: Douglas Rynerson Ed.D., Program Specialist, Educational Services

SUBJECT: APPROVE ADOPTION OF AMPLIFY SCIENCE FOR GRADES 7<sup>th</sup> -8<sup>th</sup> GRADE TO SUPPORT IMPLEMENTATION OF THE CALIFORNIA STATE STANDARDS (CA-NGSS)

- Background: In November 2018, the California State Board of Education approved the Science instructional materials that support the implementation of California State Standards (CA-NGSS). Beginning in August 2019, approximately 30 teachers began piloting the 7<sup>th</sup>-8<sup>th</sup> Grade Science materials from three different vendors. Teachers met to discuss each program's features such as ELD supports, alignment to standards, assessment, and online access. A survey was conducted in February to determine which Science program teachers would prefer to fully implement in 2020/2021 and *AMPLIFY SCIENCE* was selected for Grades 7 & 8. Fullerton School District (FSD) will purchase an 8year package that includes 8 years of digital access, hard copy components for teachers, and 6 years of student consumable textbooks.
- Rationale:Our current Science textbooks are not aligned to the Next Generation Science<br/>Standards (NGSS) and FSD teachers have had to supplement with additional<br/>resources. Adopting a new Science textbook that is NGSS aligned will provide<br/>all teachers with access to all components and will provide consistency within<br/>FSD for lesson planning, lesson pacing and student assessments.
- <u>Funding:</u> The estimated cost is \$765,712 and is to be paid from the General Fund, utilizing both restricted and unrestricted funding.
- <u>Recommendation:</u> Approve adoption of *Amplify Science* for grades 7<sup>th</sup> 8<sup>th</sup> grade to support implementation of the California State Standards (CA-NGSS).

JL:DR:ts Attachment



55 Washington Street, Suite 800 Brooklyn, NY 11201-1071

## Memorandum of Understanding

Amplify Education, Inc. and Fullerton School District ("District") agree to the following payment schedule for the purchase outlined in Quote # Q-14406-1 (the "PQ", attached hereto).

District will pay:

- \$382,855.80 (50% of the PQ total) by July 31, 2020
- \$382,855.80 (50% of the PQ total) by July 31, 2021

If the District's 2021—22 Adopted School Year Budget results in a reduction of total per-pupil funding of more than 5 percent from the 2020–21 school year, the payment schedule will be replaced by the following:

District will pay:

- \$382,855.80 (50% of the PQ total) by July 31, 2020
- \$191,427.90 (25% of the PQ total) by July 31, 2021
- \$191,427.90 (25% of the PQ total) by July 31, 2022

Fullerton School District

Amplify Education, Inc.

Ву:	By:	Rechard Morris
Name:	Name:	Richard Morris
Title:	Title:	Chief Financial Officer
Date:	Date:	5/05/2020

# Amplify.

## Amplify

55 Washington Street, Suite 900 Brooklyn, NY 11201 **Phone**: (800) 823-1969 **Fax**: (646) 403-4700

#### **Customer Contact Information**

Doug Rynerson FULLERTON SCHOOL DISTRICT (714) 447-7400 doug\_rynerson@fsd.k12.ca.us Quote #: Date: Expires On: Q-14406-1 2/22/2020 3/23/2020

## **Amplify Contact Information**

Lauren Sherman Senior Account Executive (949) 397-5766 Isherman@amplify.com

#### 8 Years Digital + 6 Years Student Notebooks

PRODUCT	QUANTITY	LIST PRICE	TOTAL PRICE
Amplify Science Middle School: Grade 7 Integrated Course Model Kits (2020)	17.00	\$3,656.80	\$62,165.60
Amplify Science G7 California - Digital Student License (2020)	1,535.00	\$89.00	\$136,615.00
Amplify Science Middle School: Grade 7 Integrated Course Model Print Teacher Guides (1 qty per unit) (2020)	17.00	\$336.00	\$0.00
Amplify Science CA Grade 7 Investigation Notebook Bundle (1 qty per unit) (2020)	1,535.00	\$120.96	\$185,673.60
Amplify Science MS: Integrated Grade 7 Benchmark Assessments student license (PDF and/or QTI) - Field Test (2020)	1,535.00	\$0.00	\$0.00
Amplify Science CA Grade 8 Investigation Notebook Bundle (1 qty per unit) (2020)	1,515.00	\$120.96	\$183,254.40
Amplify Science G8 California - Digital Student License (2020)	1,515.00	\$89.00	\$134,835.00
Amplify Science Middle School: Grade 8 Integrated Course Model Kits (2020)	16.00	\$3,948.00	\$63,168.00
Amplify Science Middle School: Grade 8 Integrated Course Model Print Teacher Guides (1 qty per unit) (2020)	16.00	\$336.00	\$0.00
Amplify Science MS: Integrated Grade 8 Benchmark Assessments student license (PDF and/or QTI) - Field Test (2020)	1,515.00	\$0.00	\$0.00
TOTAL			\$765,711.60

PROFESSIONAL DEVELOPMENT	QUANTITY	LIST PRICE	TOTAL PRICE
Amplify Science MS: Grade Band Orientation (6-8): 1 Day Onsite	4.00	\$3,200.00	\$0.00
TOTAL		\$3,200.00	\$0.00

**GRAND TOTAL** 

\$765,711.60

## Price Quote

## Scope and Duration

#### Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <u>http://</u>www.amplify.com/w-9.pdf

#### License and Services Term:

- Licenses: until 07/01/2028.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

#### Special Terms:

- FOR SHIPPED MATERIALS:
  - Expedited shipping is available at extra charge.
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

#### How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order, check or credit card authorization form
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

#### If submitting a purchase order:

To expedite your order, please email a purchase order to <u>IncomingPO@amplify.com</u> or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

#### If submitting your order via credit card authorization form:

- Amplify accepts Visa and MasterCard payments.
- Please email all documents to <u>Accountsreceivable@amplify.com</u> or fax them to (347)-662-2402
- Please do not mail credit card authorization forms.

#### If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. For faster processing of your order, we recommend you submit a purchase order via fax or email.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at <u>amplify.com/customer-terms</u>. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

#### **Terms & Conditions**

1. Scope. Amplify Education, Inc. ("Amplify") and Customer wish to enter into the agreement created by the price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote") and these Customer Terms & Conditions, including any addendums hereto (this "Agreement") pursuant to which Amplify will deliver one or more of the products or services specified on the Quote (collectively, the "Products").

2. License. Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, nonsublicenseable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized User" means an individual teacher or other personnel employed by Customer, or an individual student registered for instruction at Customer's school, whom Customer permits to access and use the Products subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so registered. Each Authorized User's access and use of the Products shall be subject to Amplify's Terms of Use available through the Products, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.

3. Restrictions. Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer's school. Further, Customer shall not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title and interest therein to Amplify. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.- embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government ilcensees and

4. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall notify Amplify of any violation of Amplify's IP Rights in the Products, and shall reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see http://www.amplify.com/virtual-patent-marking).

5. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer shall be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, nonreturnable, and non-exchangeable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.

7. Account Information. For subscription Products, the authentication of Authorized Users is based in part upon information supplied by Customer or Authorized Users, as applicable. Customer will and will cause its Authorized Users to (a) provide accurate information to Amplify or a thirdparty authentication service as applicable, and promptly report any changes to such information, (b) not share or allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that Customer is subject to federal and local laws relating to the protection of personally identifiable information of students ("PII"), including the Family Educational Rights and Privacy Act ("FERPA"), and that Amplify is obtaining such PII as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Subject to the terms and conditions of this Agreement, Amplify will not take any action to cause Customer to be out of compliance with FERPA or applicable state laws relating to PII. Amplify's Customer Privacy Policy at http://www.amplify.com/customer-privacy will govern collection, use, and disclosure of information collected or stored on behalf of Customer under this Agreement.

10. Customer Materials. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at http://www.amplify.com/customer-requirements.

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT SHALL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12 MONTH PERIOD. UNDER NO CIRCUMSTANCES SHALL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term; Termination. This Agreement will be in effect for the duration specified in the Quote and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity or otherwise, a party shall have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized User) materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible the cost of any continued use of Products following such termination. Upon termination, Amplify will return or destroy any PII of students provided to Amplify hereunder. Notwithstanding the foregoing, nothing shall require Amplify to return or destroy any data that does not include PII, including de-

identified information or data that is derived from access to PII but which does not contain PII. Sections 3-13 shall survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provisions shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify shall have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fires, floods, strikes, civil disturbances or terrorism, or interruptions in power, communications, satellites, the Internet, or any other network.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

BOARD AGENDA ITEM #1s

#### CONSENT ITEM

DATE: May 12, 2020

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

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

SUBJECT: APPROVE A CONTRACT TO LIGHTSPEED CALIFORNIA, INC. DBA LIGHTSPEED TECHNOLOGIES, INC. PURSUANT TO THE STATE OF CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) CONTRACT NUMBER 4-19-00-0114B, FOR THE PURCHASE OF CLASSROOM VOICE AMPLIFICATION EQUIPMENT

Background: The California Multiple Award Schedules (CMAS) contracts are established using products, services and prices from already existing competitively assessed and cost compared multiple award contracts. The products, equipment, services and prices are occasionally listed with the federal General Services Administration (GSA) multiple award schedule as well. California contract terms and conditions and procurement codes and policies are added to these products, equipment, services and prices by the District as required.

The District's purchasing and technology departments have considered procurement methods for the purchase of classroom voice amplification equipment for the District. Classroom voice amplification has been shown to reduce teacher voice strain, to increase student achievement, and to reduce behavioral concerns related to students not able to understand or hear the teacher. The District has also tested these devices while a speaker was wearing a mask to ensure that in the event teachers need to wear masks during the course of teaching they would not have to raise their voices for all students to hear. This contract expires on December 31, 2021. A copy of the contract is available for review in the Superintendent's Office.

- Rationale: Per the provisions of Public Contracts Code §20118 the governing board may authorize by purchase order or contract the purchase of equipment, materials or supplies without advertising for bids, if the Board has determined it to be in the best interest of the District. Approval of this request will allow the District to utilize a cost-effective means of purchasing voice amplification equipment as required throughout the District.
- <u>Funding:</u> Funding for purchases from this contract will come from the general fund, various programs and site budgets as appropriate.
- <u>Recommendation:</u> Approve a contract to Lightspeed California, Inc. dba Lightspeed Technologies, Inc. pursuant to the State of California Multiple Award Schedules (CMAS) contract number 4-19-00-0114B, for the purchase of classroom voice amplification equipment.

JD:kv

Attachment



# State of California MULTIPLE AWARD SCHEDULE Lightspeed California, Inc. *d.b.a.* Lightspeed Technologies, Inc

CMAS NUMBER:	4-19-00-0114B
CMAS TERM DATES:	1/07/2019 through 12/31/2021
CMAS CATEGORY:	Non Information Technology Commodities
APPLICABLE TERMS & CONDITIONS:	December 1, 2017
MAXIMUM ORDER LIMIT:	State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO .:	PEPPM 2019
BASE SCHEDULE HOLDER:	Lightspeed Technologies, Inc.

This CMAS provides for the purchase and warranty of classroom amplification systems. (See page 2 for the specific brand applicable to this CMAS.)

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: <a href="http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.pdf">www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.pdf</a>. This requirement is not applicable to local government entities.

The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, and products and/or services are included herein. All purchase orders issued by State agencies under this CMAS shall incorporate these Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated December 1, 2017.

Agency non-compliance with the requirements of this CMAS may result in the loss of delegated authority to use the CMAS program.

CMAS contractor non-compliance with the requirements of this CMAS may result in termination of the CMAS.

BRYAN DUGGER, Program Analyst, California Multiple Award Schedules Unit

## DISCUSSION/ACTION ITEM

DATE:	May 12, 2020
то:	Robert Pletka, Ed.D., District Superintendent
FROM:	Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT:	APPROVE THE APPOINTMENT OF MR. THOMAS REMINISKEY AS THE BOARD OF TRUSTEES' APPOINTEE TO THE PERSONNEL COMMISSION TO FILL THE UNEXPIRED TERM UNTIL DECEMBER 2021
Background:	The Boart of Trustees announced the intent to appoint their representative to the Personnel Commission at the April 14, 2020 Board of Trustees' meeting. The intendent appointee is Mr. Thomas Reminiskey.
Rationale:	California Education Code Article 6 Sections 45256 establish the procedures to fill the Board of Trustees' unexpired term of the vacant position on the Fullerton School District Personnel Commission.
Funding:	Cost shall be \$50 per meeting and not to exceed \$250 per month from the Personnel Commission budget.
Recommendation:	Approve the appointment of Mr. Thomas Reminiskey as the Board of Trustees' appointee to the Personnel Commission to fill the unexpired term until December 2021.
CHinm	

CH:nm

BOARD AGENDA ITEM #2b

## DISCUSSION/ACTION ITEM

- DATE: May 12, 2020
- TO: Robert Pletka, Ed.D., District Superintendent
- FROM: Chad Hammitt, Ed.D., Assistant Superintendent, Personnel Services

# SUBJECT: APPROVE DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS FOR THE 2020/2021 SCHOOL YEAR

Background:As of 1996, a "Declaration of Need for Fully Qualified Educators" must be completed and<br/>adopted yearly based on the anticipated need for the subsequent school year. This<br/>Declaration must be Board adopted and submitted to the Commission on Teacher<br/>Credentialing before any alternate credentials may be processed.

The Fullerton School District has the following general needs that may be met through the alternate short-term credential process:

- Classroom teachers to meet authorization for instruction to limited English proficient students per Williams Lawsuit in schools ranked in deciles 1-3.
- All core academic subject teachers to demonstrate subject area competence.
- Filling preschool special education positions for which a specialist credential is required.
- Filling special education positions to allow these educators time to meet new requirements for special authorizations.
- Filling junior high positions for which qualified teachers are difficult to find, including but not limited to foreign language, science, math, English language learners.
- Obtaining certification for those teachers, who, because of scheduling needs, teach one or two periods outside their credentialed area, i.e., five periods of language arts and one period of physical education.
- Filling positions with teachers from out of state or private schools to allow these educators additional time to complete California credentialing requirements.
- Rationale:The Board of Trustees is required to adopt the "Declaration of Need for Fully Qualified<br/>Educators" at a public meeting certifying that there may be an insufficient number of<br/>certificated persons who meet the District's specific employment criteria for identified<br/>positions. The completed Declaration is filed with the Commission on Teacher<br/>Credentialing and permits the District to obtain short-term certifications as needed during<br/>the school year.

Funding: Not applicable.

Recommendation: Approve Declaration of Need for Fully Qualified Educators for the 2020/2021 school year.

CH:nm Attachment



## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year:

Revised Declaration of Need for year:

## FOR SERVICE IN A SCHOOL DISTRICT

Name of District: \_\_\_\_\_ District CDS Code: \_\_\_\_\_

Name of County:\_\_\_\_\_ County CDS Code:\_\_\_\_\_

County CDS Code:

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on  $\_\_/\_/\_$  certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

## • Enclose a copy of the board agenda item

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, \_\_\_\_\_.

Submitted by (Superintendent, Board Secretary, or Designee):

Name	Signature	Title
Fax Number	Telephone Number	Date
	Mailing Address	
	EMail Address	
FOR SERVICE IN A COUNTY OFFICE	OF EDUCATION, STATE AGENCY OR N	ONPUBLIC SCHOOL OR AGENCY
Name of County	Co	ounty CDS Code
Name of State Agency		
Name of NPS/NPA	Co	ounty of Location

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on  $\_\_/\_\_/\_\_$ , at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, \_\_\_\_\_.

## • Enclose a copy of the public announcement

Submitted by Superintendent, Director, or Designee:

Signature	Title
Telephone Number	Date
Mailing Address	
	Telephone Number

EMail Address

This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency

## AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

CLAD/English Learner Authorization (applicant already holds teaching credential)	
Bilingual Authorization (applicant already holds teaching credential)	
List target language(s) for bilingual authorization:	

**Teacher Librarian Services** 

#### LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	
Special Education	
TOTAL	

## EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to <u>www.cde.ca.gov</u> for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

## EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program?	Yes	No	
If no, explain			
Does your agency participate in a Commission-approved college or university internship program?	Yes	No	
If yes, how many interns do you expect to have this year?			
If yes, list each college or university with which you participate in an i	internship program.	,	

If no, explain why you do not participate in an internship program.

BOARD AGENDA ITEM #2c

## DISCUSSION/ACTION ITEM

DATE:	May 12, 2020
то:	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 AN EXTENSION OF THE EXISTING LEASE AGREEMENT WITH THE CITY OF FULLERTON FOR USE OF NICOLAS JUNIOR HIGH SCHOOL'S PARKING LOT FOR OVERNIGHT PARKING THROUGH 2019/2020, 2020/2021, AND 2021/2022 FISCAL SCHOOL YEARS
Background:	The City of Fullerton has requested to use the parking lot adjacent to Nicolas Junior High School for neighborhood overnight parking. Residents with a city- issued permit will be able to park on the lot from 10 p.m. to 7 a.m., seven nights a week. The City will maintain the parking lot, which includes re-slurry and striping, as needed. The City will carry liability insurance for their use and hold the Fullerton School District harmless.
Rationale:	The Board of Trustees approves the extension of the existing lease agreement with the City of Fullerton.
Funding:	There is no cost to the District.
Recommendation:	Approve an extension of the existing lease agreement with the City of Fullerton for use of Nicolas Junior High School's parking lot for overnight parking through 2019/2020, 2020/2020, and 2021/2022 Fiscal school years.
RC:SS:ys Attachments	

## LEASE AGREEMENT FOR PARKING PURPOSES BETWEEN THE FULLERTON SCHOOL DISTRICT AND THE CITY OF FULLERTON

This Lease Agreement for Parking Purposes ("Agreement") is entered into this 12<sup>th</sup> of May, 2020 ("Effective Date"), by and between the Fullerton School district ("District") and the City of Fullerton ("City).

## RECITALS

WHEREAS, City desires to lease for public parking purposes real property belonging to District and located at Nicolas Junior High School, 1100 West Olive Avenue, Fullerton, California 92833; and

WHEREAS, District is willing to lease to the City the property for public parking purposes pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. <u>The Leased Premises</u>. The Leased Premises to be leased by District to City pursuant to this Agreement is paved asphalt pad adjacent to Hill Avenue delineated in Exhibit "A" attached hereto and incorporated herein by this reference.

2. <u>Term</u>. The term of this Agreement shall commence on the Effective Date set forth above and continue to June 30, 2022.

3. <u>Purpose</u>. City is allowed to use the Leased Premises only for public parking purposes.

4. <u>Annual Rent</u>. City shall pay District an annual rent of \$1.00 payable upon the Effective Date and the date of any renewal of the Agreement term pursuant to Section 2 of this Agreement.

5. <u>Improvements.</u> City will slurry seal and stripe the Leased Premises for parking purposes at its sole cost.

6. <u>Indemnification and Hold Harmless</u>. City shall defend, indemnify, and hold harmless District, its governing board, officers, employees, and agents from and against any claims, actions, suits, or other legal proceedings relating to personal injury, including death or property damage arising out of City's use of the Leased Premises under this Agreement, except for claims, actions, suits, or legal proceedings arising out of the sole negligence or willful misconduct of District. 7. <u>Insurance</u>. City shall provide District with proof of self-insurance in a form mutually agreeable to both parties.

8. <u>Notices</u>. Any notices, documents, correspondence or other communications concerning this Agreement may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

If to District	If to City:
Fullerton School District	City of Fullerton
1401 W. Valencia Drive	303 W. Commonwealth
Fullerton, Ca 92833	Fullerton, Ca 92832
Attn: Assistant Superintendent, Business	Attn: Public Works Director

9. <u>Governing Law</u>. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

10. <u>No Assignment</u>. City may not assign its interests in this Agreement.

11. <u>Headings.</u> Headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be full or accurate description of the content thereof and shall in no way affect the meaning or interpretation of this Agreement.

12. <u>Construction</u>. The parties have participated jointly in the negation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be constructed as drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring ay party by virtue of the authorship of any of the provisions of this Agreement.

13. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein.

14. <u>Amendments</u>. Only a writing executed by the parties or their respective successors and assigns may amend this Agreement.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

16. Execution Authority. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WHITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized offices, as of the date first above written.

FULLERTON SCHOOL DISTRICT

**CITY OF FULLERTON** 

Robert R. Coghlan, Ph.D. Assistant Superintendent, Business Services Ken Domer City Manager

APPROVAL AS TO FORM:

APPROVAL AS TO FORM

Jeanette Vazquez President, Board of Trustees City Attorney

## EXHIBIT A

## LEASED PREMISES



## EXHIBIT A

## LEASED PREMISES



BOARD AGENDA ITEM #2d

#### **DISCUSSION/ACTION ITEM**

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

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

SUBJECT: APPROVE NEW JOB DESCRIPTION FOR TEACHER ON SPECIAL ASSIGNMENT (TOSA) – LITERACY

- Background: The Fullerton School District has been awarded grant funds to work with Fullerton College and the North County Regional Occupation Program (ROP) through the K12 Strong Workforce Program over the next two years to enhance and expand our college and career pathway program. This grant is part of a commitment by the state to provide ongoing funding to schools to build coherent pathways between K-12 school districts, community colleges and career technical education (CTE) partners to meet local workforce needs and prepare students for high-demand jobs. The grant will fund a TOSA position to help support the program implementation in the area of integrated ELA literacy skills with strength/passion-based learning, focusing on college/career readiness.
- Rationale: FSD's capacity to implement college and career activities will be expanded and enhanced with a TOSA, who will provide leadership and support for training teachers, administrators and other staff with integration of oral and written communications standards that support career ready practices. A TOSA will be instrumental in supporting a district-wide plan to strategically embed oral and written communication skills into ELA instruction as students are provided new opportunities to discover their strengths and/or passions as they develop essential career-ready skills.
- Funding:Funding for this 2-year position will come from K-12 Strong Workforce Program<br/>(CC334). Total amount is not determined, but will be based on Board approved<br/>Certificated Salary Schedule rates.
- <u>Recommendation:</u> Approve new Job Description for Teacher on Special Assignment (TOSA) Literacy.

CH:nm Attachment

## FULLERTON SCHOOL DISTRICT Fullerton, California

## TEACHER ON SPECIAL ASSIGNMENT – LITERACY

## **DEFINITION:**

Under direction of the assigned Director of Education Services, the Teacher on Special Assignment will work with teachers to support an integrated ELA Common Core curriculum focused on oral communication skills and literacy for upper grades. The TOSA will provide leadership and support for training teachers, administrators and other staff in strategies to support college and career pathways.

## **REPRESENTATIVE DUTIES AND RESPONSIBILITIES:**

- Provide instructional coaching and professional development to teachers on Common Core standards aligned to oral and written communication competencies and skills.
- Provide instructional coaching and professional development to teachers on strategies for embedding career-ready language and literacy competencies and skills into regular ELA instruction.
- Develop and implement plans to support PATHFinder and ELA grade level standards aligned with college and career-ready practices in language, literacy and communication.
- Assist in the integration of career-ready practices in communication into grade-level learning targets and assessment practices.
- Conduct and analyze on-going formative and summative assessment data of classroom instruction and overall program effectiveness, including the ability to communicate clearly, effectively and with reason.
- Seek, develop and coordinate opportunities for students to showcase skills in language, literacy and oral communication aligned to career-readiness including PATHFinder opportunities, FSD Fest and Speech and Debate.
- Coordinate assigned program/curriculum area with assigned grant deliverables.
- Lead/serve on District and site committees, as appropriate.
- Other duties as assigned.

\*\* Specific duties are based on the nature and location of the assignment

## **EMPLOYMENT STANDARDS:**

#### Education

Bachelor's Degree or higher from an accredited college or university

#### Credential/License

Valid California Credential or license authorizing service as a single subject teacher, Including CLAD or equivalent authorization; valid California Administrative Credential is desirable; valid California Driver's License. Single Subject Credential in English is required.

#### Experience

A minimum of three (3) years elementary or secondary school teaching; experience in a school district leadership capacity is desirable.

#### Knowledge of:

California State Standards, principles, methods, techniques and strategies pertaining to teaching and instruction; curriculum; use and support of technology; the principles of staff development; principles of behavior management; conflict resolution procedures; interpersonal skills using tact, patience and courtesy.

## FULLERTON SCHOOL DISTRICT Fullerton, California

## TEACHER ON SPECIAL ASSIGNMENT – LITERACY

## Ability to:

Ability to support the use of current research and theory in the instructional program; ability to support the planning and implementation of lessons based on school objectives and the needs and abilities of students; present model lessons; observe lessons and give teachers feedback; support the integration of technology into the instructional program and management of the school; support and implement the school-wide discipline plan; establish and maintain effective relationships with District staff, teachers, students and parents; demonstrate skill in oral and written communications; perform duties with awareness of all District requirements and Board of Education policies; analyze situations accurately and adopt an effective course of action; prioritize and schedule work; meet schedules and timelines; work independently with little direction and confidentially with discretion; work under pressure and with distractions.

\*\* Specific knowledge and abilities necessary are based on the nature and location of the assignment

## **PHYSICAL STANDARDS:**

The work environment and physical demands of the positions as described below are representative of those that must be met by an employee to successfully perform the essential functions of a position in this general instructional category. Reasonable accommodations may be made to enable individuals to perform the essential functions of a specific position. These physical standards are generic in nature and tasks may vary dependent on school site or specialized department assignment.

#### Work Environment:

While performing the duties of this job, the employee works in several environments and may travel in a personal vehicle to sites. The employee's primary responsibility is working with teachers and administrators in the office and in the classroom. Employees in this position may have a higher level of exposure to infection from students when working in the classroom. There is also frequent contact with staff and public and the need to meet multiple demands from several people. The noise level is moderate.

#### **Physical Demands**

The physical demands of this position include frequent sitting and standing for extended periods of time. The employee may occasionally lift, push, pull and/or move up to 50 pounds. Repetitive bending at the waist, as well as kneeling, stooping and crouching is also required. Employees may reach overhead, as well as above the shoulders and horizontally. Dexterity of hands and fingers to demonstrate activities or run instructional equipment is required, as is hearing and speaking to exchange information, make presentations, hear in a noisy environment and locate the source of a sound. Seeing to read a variety of materials and monitor student activities is also required.

The information contained in this physical standards description is for compliance with ADA and is not an exhaustive list of duties performed. The individuals currently holding this position perform additional duties and additional duties may be assigned. The conditions described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

## BOARD AGENDA ITEM #2e

## **DISCUSSION/ACTION ITEM**

DATE:	May 12, 2020
TO:	Board of Trustees
FROM:	Robert Pletka, Ed.D., District Superintendent
SUBJECT:	ADOPT RESOLUTION #19/20-20 CALLING FOR BOARD OF TRUSTEES' ELECTION TO BE HELD ON NOVEMBER 3, 2020
Background:	In accordance with Education Code section 5340, a consolidated election is required in the Fullerton School District this year.
	The Orange County Department of Education has requested that the Board of Trustees adopt a Resolution informing the Orange County Superintendent of Schools of the specifications of the election order for the forthcoming Biennial Governing Board Election to be held on November 3, 2020. The Fullerton School District Board of Trustees must serve the County Superintendent with the Resolution no later than June 12, 2020.
Rationale:	Terms of office for Board Members Hilda Sugarman and Jeanette Vazquez will expire on December 11, 2020.
<u>Funding:</u>	The cost of conducting consolidated elections will be prorated by the Registrar of Voters among the school districts/community college districts concerned. A portion of the cost of the election for 2019/2020 is budgeted in the General Fund.
Recommendation:	Adopt Resolution #19/20-20 calling for Board of Trustees' election to be held on November 3, 2020.
Attachments	

## FULLERTON SCHOOL DISTRICT RESOLUTION #19/20-20

Excerpt from the Journal of the Board of Trustees of the Fullerton School District of Orange County, State of California, for a Regular meeting held on the 12th day of May, 2020, at 6:00 p.m. at which the following members were:

PRESENT:			
ABSENT:			
	nd Order of E	, seconded by Member Election and Specifications of the Election Order was adopte	
U			

Certified a correct copy this 12th day of May, 2020.

Beverly Berryman, Clerk of Said Board

## FULLERTON SCHOOL DISTRICT RESOLUTION #19/20-20 AND ORDER OF BIENNIAL TRUSTEE ELECTION AND SPECIFICATIONS OF THE ELECTION ORDER

WHEREAS, the election of governing board members is ordered by law pursuant to §5000 of the Education Code to fill the office of members whose terms expire on December 11, 2020, next succeeding the election,

NOW BE IT RESOLVED that pursuant to the authority of Education Code §5304 and §5322, the County Superintendent of Schools, Orange County, is hereby informed of the specifications of the election order for the forthcoming Biennial Governing Board Election to be held on Tuesday, November 3, 2020.

The County Superintendent is further ordered to consolidate this election in accordance with Education Code Sections 5340 and 5342.

Dated this 12th day of May 2020.

Beverly Berryman, Clerk of Said Board

## BOARD AGENDA ITEM #2f

## **DISCUSSION/ACTION ITEM**

DATE:	May 12, 2020
то:	Board of Trustees
FROM:	Robert Pletka, Ed.D., District Superintendent
SUBJECT:	APPROVE FUTURE SPECIAL BOARD MEETING(S)/BOARD STUDY SESSION(S) ON VARIOUS TOPICS.
Background:	At a previous Board Meeting, there was a request from several Board Members to hold future Special Board Meeting(s)/Board Study Session(s) on the following topics:
	<ul> <li>Board Protocols</li> <li>Board Self- Evaluation</li> <li>Update on COVID- 19</li> </ul>
	Dr. Robert Pletka suggested adding the following topic to the future Special Board Meeting agenda:
	Local Control Accountability Plan Guidance regarding Board Participation
Rationale:	Allow Board Members to discuss potential date(s) and topics for Special Board Meeting(s)/Board Study Session(s).
Funding:	Not Applicable.
Recommendation:	Approve Future Special Board Meeting(s)/Board Study Session(s) on various topics.