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

REGULAR MEETING OF THE BOARD OF TRUSTEES NOTICE TO THE PUBLIC

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

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

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

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

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

FULLERTON SCHOOL DISTRICT

Tuesday, June 23, 2020

Minutes of the Regular Meeting of the Board of Trustees
4:30 p.m. Closed Session, 5:00 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 4:38 p.m. and she 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 (all via Zoom Teleconference)

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

Julienne Lee (all via in-person)

Guest: Joseph Sanchez, Best & Krieger Attorney at Law

Recess to Closed Session - Agenda

At 4:40 p.m., the Board recessed to Closed Session for: •Potential Litigation [Government Code section 54956.9(b)(1)]; •Confidential Student Services [Education Code sections 35146, 48918].

No public comments prior to Closed Session.

Open Session, Call to Order, Pledge of Allegiance, Report from Closed Session—Board Room
President Vasquez called a Regular meeting of the Fullerton School District Board of Trustees to order at 5:03 p.m. and she led the pledge of allegiance.

Carmen Serna, Executive Assistant to the Superintendent reported (on behalf of President Vazquez) reported that in closed session, the Board voted 5-0 to Approve Final Settlement and Release Agreement by and between the Fullerton School District and the parent of Student (OAH Case No. 2020050189). The District agrees to pay in total the sum of Thirteen Thousand Two Hundred Dollars (\$13,200.00), as a compromise and settlement only, for all compensatory education purposes and all attorneys' fees owed or paid by Parents in connection with the Action (Roll Call was taken).

Superintendent's Report

Dr. Pletka expressed his apologies to staff for causing confusion in his urgency to send out the Back to School Options and Safety protocol's letter. The letter has not been sent out to parents. He stated the letter should have only shared out the Back to School options (not safety protocols on masks) to staff. The District had collaborated with educators, FETA and FESMA on Back to School options but had not yet collaborated on all the safety protocols that would be recommended. Dr. Pletka stated there is a history of working together and he is committed to working with the PAL's and parents to develop the health and safety guidelines together. He looks forward to working with FETA, CSEA, FESMA, and our parent groups on the safety and health protocols to develop a recommendation.

Dr. Pletka shared how proud he is with the collaboration between PAL's at FSD. He read the Listening and Respond Tour joint document that was collaborated by FSD, CSEA, FETA, FESMA, PTA, and DELAC:

Why: With the recent National events related to the death of George Floyd and Ahmaud Arbery, the Fullerton School District is committed to sustainable actions that support our community and students. The Fullerton PAL's: CSEA, FETA, FESMA, FSD, PTA and DELAC, are working in unison to enhance our Fullerton school communities and show solidarity with our parents, students and staff. These events have given us pause to refine and understand the community in which we serve and evaluate our current educational practices that promote student safety and security through diversity,

equity and inclusion. By listening and responding to the voices within our Fullerton school communities, we will be equipped to understand the ways in which our students, parents and staff, of diverse backgrounds, have experienced the impact of the National events as it relates to their own local experiences. By understanding these experiences, we can elevate our responsiveness to our Fullerton school community. With this understanding, we are able to advance our educational system for students and better engage parents and staff.

The Fullerton Council PTA, DELAC, CSEA, FETA, FESMA, Champions for Learning, and FSD are committed to working together with the entire FSD community to ensure that all of our students and families feel heard, valued, and accepted. We embrace our diversity and know that together we can understand each other and treat each other with kindness and respect. Our unique differences are one of many attributes that make FSD truly a special place.

Who: CSEA, FETA, FESMA, FSD, PTA and DELAC along with participants from the focus groups of parents, staff and students.

What and How: We will implement a 3-phase process. 1) We will facilitate focus groups of parents, staff and students of color and listen and reflect on their voices and experiences. 2) We, CSEA, FETA, FESMA, FSD, PTA and DELAC, Champions for Learning, and members from our organizations along with participants from the focus groups will establish a committee to identify common themes including language and experiences. From those common themes, we will identify needs on how professional development, curriculum, cultural celebrations etc. might help FSD be more culturally responsive 3) Incorporate those needs and suggested actions of support and engagement into the LCAP process that go to the Board of Trustees as recommendations.

When:

Messaging and input on process from Fullerton School community and participating organization members.

Information from the Board of Trustees

<u>Trustee Berryman-</u> She thanked Dr. Pletka for his commitment in starting the conversation with PAL's regarding the important topic regarding solidarity as it relates to events affecting our community. She apologized to staff for the actions that transpired at the June 9, 2020, Board Meeting. Trustee Berryman stated the Board Meeting is the only time for the Board to discuss issues and at times topics may become controversial and she is committed to doing better and making sure issues do not become too controversial. She stated late board meetings do not benefit good decision-making.

<u>Trustee Meyer</u> – She expressed her appreciation for Dr. Pletka's leadership. She stated that she, too, shared the same sentiments as Trustee Berryman about the June 9th Board Meeting. Trustee Meyer stated the Board has their opinions that encompass different ideas and diversity. She stated the importance of coming together in decisions and there are times it is okay to not agree with a particular opinion.

<u>Trustee Thakur</u>- He referenced a great meme from 2020; Trustee Thakur shared that FSD Facebook photos regarding re-opening the school year were shared in Quebec. He stated many people have been laid to rest and time is of essence to act now. Furthermore, Trustee Thakur stated he has faith in the Superintendent and staff.

<u>Trustee Sugarman</u>— She reiterated the comments from her colleague Board Members and she also stated that a lot of great things are happening in FSD. She stated we care about the world but especially our children, staff, and community here in Fullerton. Trustee Sugarman thanked Dr. Pletka and the entire staff for all their hard work. She reported many people took the time to send in public comments and the Board will work together to create a resolution. Many factors are currently taking place: following State and Federal guidelines for re-opening of schools and budget cuts. Trustee Sugarman said it is time to address bad civic judicial behavior that is creating negative effects for our country.

<u>President Vazquez</u> –She reported that the topic of social justice and Black Lives Matter is a very important issue and numerous public comments were received regarding this topic. She read an excerpt from Clint Smith. President Vazquez held a moment of silence in memory of Rayshard Brooks.

Information from DELAC, PTA, FETA, CSEA, FESMA- DELAC-

<u>DELAC- Egleth Nuncci-</u> The EL JumpstART program that supports English Language Development through STEAM was a great success. Parents of students who participated expressed their appreciation for this opportunity. Students happily joined their teachers daily to participate in discussions, lessons, experiments, and readers theater. Thank you for this opportunity for our students.

I want to thank Dr. Pletka on behalf of DELAC for his exemplary leadership and commitment to our students in the Fullerton School District. Dr. Pletka has worked tirelessly to involve all stakeholders, including English Learner parents, in discussions about our current practices related to equity. Additionally, the DELAC proposed that other parents from Champions for Learning, which represent the 20 schools in the District, be included in these conversations and provide their valuable input.

Thank you to the District for continuing to provide families with food, by partnering with ICNA Relief, Center for Healthy Neighborhoods, and the Fullerton Police Department. I would like to personally thank Nutrition services and other District staff for their efforts in making this a success. We were able to provide our community with over 800 boxes of food.

Thank you to Julienne Lee, Sue Albano, Rossana Fonseca for their leadership in supporting English Learners. Also, we want to thank teachers for their continued commitment to our students.

<u>PTA Council</u> – Wendy Reid and Christy Carter- With the recent deaths of George Floyd, Breonna Taylor, and Amhaud Arbery, our PTA mission has been at the forefront of thought in thinking about how to positively move forward. The mission of PTA is to positively impact the lives of ALL children and families. Fullerton Council PTA takes this mission very seriously and to heart, so we are so honored to work with the Superintendent and leaders in the district on a plan to recognize and honor all of our diverse students in FSD. We thank Dr. Pletka and everyone involved for their dedication to improving how and what we teach our students and how to support our teachers and staff. Working together with one unified voice will make our entire FSD community stronger.

FETA –Mark Jacobs- Thank you Dr. Pletka for your unifying leadership during these last months and board members for your commitment to our students. Over the past 10 years, I've been so proud to see how our PAL (Partnership with Administration and Labor) relationships have grown and to see trust strengthened, however I would like to share some of my observations from the June 9th's board meeting. It is my intention to provide respectful, frank, and transparent feedback. The president's running of the meeting was not the best example of collaboration, of good leadership, and was ineffective as it lasted nearly 6 hours, adjourning at 11:45pm with minimal results. FETA, and I think every board member would agree that the Black Lives Matter resolution that was introduced by President Vazquez is relevant, important, and is worthy of discussion. The issue at stake is that though the resolution is vitally important, the document was developed by President Vazquez outside the board, shared to the public extensively, and then presented to the board by President Vazquez for vote. This process circumvented the majority of the board and their input. This clearly would cause frustration and division. The correct process should have been to introduce, discuss, edit, and create a joint FSD resolution with input and investment from all board members. Then it could be presented to the public for additional public comment. Historically, this is how we work together and do business in FSD.

To the community and listeners, please understand that public comments are encouraged and welcome...and we understand that all board members have the responsibility to discuss, to deliberate, create and to decide on school related issues as they are the elected representatives of their area's

constituents. This did not occur when the Black Lives Matters Resolution was introduced on June 9th. Tonight, we encourage President Vazquez to allow adequate time for the board to discuss, create, and jointly act.

In my opinion, effective leadership in a board president requires communication, input from all board members, feedback, & compromise to achieve a unified goal. At our last meeting, the president did not demonstrate this. So,I wonder, why must an independent resolution, created outside the board be passed without question or input? Is this not the disenfranchisement and invalidation of others that we are trying to teach our children not to do?

In closing, President Vasquez, I believe you have the support on the board for a Black Lives Matter resolution or action. On behalf of FETA, I invite you to listen, to convince, and to find common ground from your elected board member peers to pass a relevant FSD resolution, or plan of action tonight. Yes, there is an urgency, but not at the expense of exclusion and division. YOUR leadership will decide whether FSD can jointly create a resolution or tangible ways we can fight racism.

Regarding the proposed new curriculum, FETA is eager for FSD to adopt a curriculum and BLM at School is an option. Again, we are deeply concerned however that the board president has not allowed other board members, an opportunity to discuss, research, listen to teachers or parents, and come to a consensus on what is best for FSD. It is not very PAL, not inclusive, frankly not demonstrative of how FSD works together. It may be BLM at School, it may be something all board members create together. FETA would agree that listening tours reaching out to connect to students, parents, and teachers at all our sites would provide deeper understanding in what FSD needs. We invite the board president to work together with ALL board members in adopting an appropriate curriculum so we are all invested and united.

Lastly, be reminded the top priority right now for teachers and parents alike is how we will be bringing our students and teachers safely back to school in August. There is much to do in order to prepare for the education and safety of our students and teachers. FETA encourages you all to work together.

<u>CSEA</u> – <u>Joanne Declaro</u>- I wanted to express my gratitude to the board and cabinet for the PAL process that has been established with all the district's partnerships. We have all been working hard in meeting after meeting to give input, brain storm ideas and come together as a district family for the benefit of our students and community. We have been discussing Black Lives Matter and outlining our future district response to further increase awareness, acceptance and respect for one another. We have been discussing how the schools will reopen, which learning paths to offer, which safety features to implement and how the district's resources will be allocated. We have been discussing how bus routes will be implemented under new COVID mandates and how nutrition services will continue to distribute meals without the help of our additional classified volunteers when school is back in session. During this extremely uncertain time when things are changing almost daily, I am grateful for the open lines of communication with the district and all PAL partnerships. The recent challenges have strengthened our partnerships, and helped us actualize that everything we strive to attain is better when we pull our collective minds together and focus on a shared goal.

lies ahead, adapting as we must. Take time to recharge this summer, you have earned it. Thank you.

<u>FESMA</u> – On behalf of FESMA, I would like to extend gratitude for our management team members who have and continue to prepare for the reopening of schools in the Fall. We are working alongside our PALs to ensure the safety of our students and staff by framing our recommendations for school reopening around the guidelines outlined for us through the California Department of Education (CDE), California Center for Disease Control (CDC) and the Orange County Health Care Agency (OCHCA). Although the guidelines may change, or further direction from our Governor and medical experts may be provided, we embrace our district needs with flexibility, collaboration and commitment for a safe reopening.

On behalf of FESMA, I would like to acknowledge our appreciation of the strong partnerships we have with our PALs, FETA and CSEA, and parent organizations, Council PTA and DELAC. We certainly

ended this school year with unexpected challenges, however, we are grateful to the support demonstrated through our collaboration. Additionally, thank you to the leadership of Dr. Pletka, Cabinet and our administrators, who have worked tirelessly to address the changes we have endured and will continue to face in our future. We stand united in ensuring the foundational principles of the PAL process will not waiver and will continue to work together for the future of our staff, students and families.

In closing, FESMA would like to wish everyone a healthy and safe summer as you travel or stay at home.

Approve Minutes

It was moved by Janny Meyer, seconded Beverly Berryman and carried 5-0 to approve minutes of the Regular meeting on June 9, 2020.

Action Item:

Dr. Pletka recommended the Board to table the following Discussion/Action Items to a future Board Meeting in consideration of time and the length of the current agenda for the evening: #2p, #2q, #2s; It was then moved by Trustee Thakur to table #2p, #2q, and #2s to a future Board meeting. Trustee Berryman amended Trustee Thakur's motion to add #2u to the list of Discussion/Action items to be discussed at a later time as #2u was on the agenda per her request. Trustee Sugarman seconded Trustee Berryman's amended motion and it was carried 5-0.

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

Consent Items

Moved by Jeanette Vazquez, seconded by Beverly Berryman, and carried 5-0 to approve the consent items. The Board commented on consent items #1b and #1ff and #1gg.

- 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 N22D0361 through N22D0362, N22E0374 through N22E0386, N22M0309 through N22M0313, N22R1202 through N22R1219, N22V0156 through N22V0162, N22X0394 through N22X0397, and N22Z0078 for the 2019/2020 school year.
- 1d. Approve/Ratify Nutrition Services purchase orders numbered 220647 through 220692 for the 2019/2020 school year.
- 1e. Approve/Ratify warrants numbered 128136 through 128304 for the 2019/2020 school year.
- 1f. Approve/Ratify Nutrition Services warrants numbered 14342 through 14400 for the 2019/2020 school year.
- 1g. Approve Memorandum of Understanding (MOU) between Fullerton School District and Big Brothers Big Sisters for Raymond and Orangethorpe Schools effective September 1, 2020 through May 28, 2021.
- 1h. Approve Memorandum of Understanding between Fullerton School District and the Cotsen Foundation adding various schools for the 2020/2021 and 2021/2022 school years.
- 1i. Approve Agreement between Fullerton School District and Freckle-Renaissance Learning Inc. to provide a platform for digital student portfolios and family communication at Rolling Hills School for the 2020/2021 school year.
- 1j. Approve renewal contract with ASCIP effective July 1, 2020 through June 30, 2021.

- 1k. Adopt resolutions numbered 19/20-B033 through 19/20-B038 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 agreement with Level Data to provide a two-way system from the Nutrition Services (eTrition) software to the student information system (PowerSchool) and state data validation suite, effective July 1, 2020 through June 30, 2021.
- 1m. Approve license agreement with Forecast5 Analytics for the 2020/2021 school year.
- 1n. Approve Agreement with The Hauffe Company for DSA Inspections, Closeout, and Post-Construction-Certification (PCC).
- 1o. Approve updated addendum with Ink Three Seven Eight for various DSA project certification services through the 2019/2020 and 2020/2021 Fiscal School Years.
- 1p. Approve/Ratify Agreement with Anacal Engineering Co. for topographic survey, including DSA Review and contract administration services throughout the 2019/2020 and 2020/2021 fiscal school years.
- 1q. Approve/ratify agreement with T & B Engineering Inc., a structural engineering firm. T & B Engineering Inc., will provide architectural restoration, architectural engineering, stress analysis and other services, including DSA review and contract administration services throughout the 2019/2020 and 2020/2021 fiscal school years.
- 1r. Approve Classified tuition reimbursement.
- 1s. Approve Notice of Completion for New Dimension General Construction for Robert C. Fisler School Improvements, Project FSD-18-19-DF-02.
- 1t. Approve contract between the Fullerton School District and Canvas for the 2020/2021 school year.
- 1u. Approve one year agreement between Fullerton School District and FSi Security for the purchase of LightSpeed Systems Mobile Management System for the Districts student iPads beginning July 17, 2020 through July 17, 2021.
- 1v. Approve contract between the Fullerton School District and Nearpod, Inc., for the 2020/2021 school year.
- 1w. Approve contract between the Fullerton School District and Zoom Video Communications Inc. for the 2020-2021 school year.
- 1x. Approve the General Service Agreement between the Fullerton School District and Return-to-Work Partners effective July 1, 2020 through June 30, 2021.
- 1y. Approve rejection of a claim against the Fullerton School District numbered: 190684.
- 1z. Approve Notice of Completion for New Dimension General Construction for the demolition and removal of existing non ADA compliant ramps at Golden Hill Elementary School.
- 1aa. Approve contract between the Fullerton School District and Florida Virtual Schools for the 2020-2021 school year.

1bb. Approve contract between the Fullerton School District and Certica Solutions, Inc. for the 2020-2021 school year.

1cc. Approve contract between the Fullerton School District and Brightbytes Inc. for the 2020-2021 school year.

1dd. Approve/Ratify the Amended 2019/2020 After School Education and Safety Program Contract Extension to December 31, 2020.

1ee. Approve Resolution #19/20-23 of the Board of Trustees of the Fullerton School District authorizing the dedication of 21 solar easements to PFMG-Solar, LLC.

1ff. Approve new Job Description for Lead Counselor.

1gg. Approve new Job Description for Student Success Mentor.

Public Hearing:

President Vazquez conducted a public hearing at 5:57 p.m. to allow for public comment regarding the Adoption of the Proposed 2020/2021 Budget – All Funds. Hearing no public comments, the public hearing was closed at 5:58 p.m.

President Vazquez conducted a second public hearing at 5:58 p.m. to allow for public comment regarding Fullerton School District's 2020/2021 Proposal to Negotiate with Fullerton Elementary Teachers Association and to Approve Fullerton School District's 2020/2021 Proposal to Negotiate with California School Employees Association (CSEA), Chapter 130. Hearing no public comments, the public hearing was closed at 5:59 p.m.

Discussion/Action Items:

2a. COVID-19: Program Models

Dr. Pletka shared the District cannot predict the future in regards to COVID-19 but is preparing and planning for different scenarios and student learning programs for the 2020/2021 school year. Dr. Julienne Lee, Assistant Superintendent of Educational Services, presented on the Back-to-School Learning Options. The District is seeking direction from the Board to proceed with planning learning model options for California Stage 2 and Stage 3. At this time, the proposed learning model options are based on current Stage 2 determined by the State and possible future Stage 3. The goals of the District is to eventually return to normal program options. Dr. Lee shared the following learning model options:

Option 1: 5 days On-Site Learning

- Students are provided in-class core instruction 2 full days per week and on alternating short Wednesdays
 - Monday/Thursday OR Tuesday/Friday and every other Wednesday
 - With their elementary grade-level/jr. high assigned teacher(s)
 - Classroom seating is in rows based on social distancing guidelines.
- Extended learning opportunities are provided on the other days with activities
 - May include art, outdoor activities, STEM, Social Emotional Learning and academic interventions with support staff.
 - In cases of inclement weather, such as extreme heat, high winds, rain, where social distancing may not be possible, we will follow safety and health guidelines from the California Dept. of Public Health.

Option 2: Hybrid Model: Alternating Days on Site

 Students are provided in-class core instruction 2 full days per week and on alternating short Wednesdays

- Monday/Thursday OR Tuesday/Friday and every other Wednesday
- With their elementary grade-level/ir. high assigned teacher(s)
- o Classroom seating is in rows based on social distancing guidelines.
- On the non-student attendance days, students are provided with independent activities, such as Project Based Learning, to apply knowledge using online resources to complete at home.

Option 3: Independent Study: Virtual Instruction

- Students are assigned to an FSD teacher who will provide distance learning.
- Students living within the boundary area will be guaranteed enrollment for the 2021-2022 school year.
 - For students on intra-district and inter-district transfers, we will follow FSD's regular transfer protocols.

Option 4: My FSD Academy: Homeschool

- Students are provided a flexible learning model that includes an online learning opportunity with a credentialed teacher.
- Students are enrolled at Rolling Hills or Orangethorpe. 100% virtual program available

The California Department of Public Health 10 Planning Areas were shared:

- 1. General Measures For Providing a Safe Learning Environment
- 2. Promoting Healthy Hygiene Practices
- 3. Intensifying cleaning, sanitation, and ventilation
- 4. Implementing Distancing Inside and Outside the Classroom
- 5. Limited Sharing
- 6. Training All Staff and Educate Families
- 7. Check of Signs and Symptoms
- 8. Planning for a Staff Member, Child or Visitor who is Sick
- 9. Maintaining Healthy Operations
- 10. Considerations for Partial or Total Closures

Carmen Serna, Executive Assistant read several public comments regarding Covid-19.

President Vazquez stated that black children are disproportionately disadvantaged and she also expressed her appreciation for looking at different ways to close the achievement gap. Trustee Meyer stated the health of students and staff continues to be of top priority; Trustee Sugarman stated it is important to continue educating children to a high a caliber and stated that during COVID-19, the District has served more than 475,000 grab and go meals to students.

Dr. Pletka reported that the District is unable to confirm, at this time, if masks will be worn by staff and students when school re-opens on August 11th and that the District will follow local and State guidelines. The Board had an opportunity to further discuss including information regarding textbooks, Thrively, Multi-Age, and State testing.

It was then moved by Trustee Thakur, seconded by Trustee Sugarman, and carried 5-0 to authorize the Superintendent and District Office administration to move forward with planning Back-to-School Learning options adhering to State and Federal guidelines. (Roll call was taken)

<u>2b. Approve Fullerton School District's 2020/2021 Proposal to Negotiate with Fullerton Elementary Teachers Association.</u>

It was moved by Hilda Sugarman, seconded by Jeanette Vazquez and carried 5-0 to Approve Fullerton School District's 2020/2021 Proposal to Negotiate with Fullerton Elementary Teachers Association. Roll call was taken.

2c. Approve Fullerton School District's 2020/2021 Proposal to Negotiate with California School Employees Association (CSEA), Chapter 130.

It was moved by Aaruni Thakur, seconded by Beverly Berryman, and carried 5-0 to approve Fullerton School District's 2020/2021 Proposal to Negotiate with California School Employees Association (CSEA), Chapter 130. Roll call was taken.

2d. Approve New Board Policy

New: Instruction BP 6181 - Alternative Schools/Program of Choice

It was moved by Aaruni Thakur, seconded by Beverly Berryman, and carried 5-0 to approve new BP 6181 and to include revision: The decision to establish alternative schools or programs in the District lies solely with the Board of Trustees. Any proposal to establish an alternative school, including its school plan, budget, and direction, may be modified, adapted, approved, or rejected by the Board, in its sole discretion, consistent with applicable legal requirements. The Superintendent or designee may establish procedures and criteria for reviewing proposals. Based on such criteria, the Superintendent or designee shall evaluate all proposals received and present his or her recommendations to the Board for action. Roll call was taken.

2e. Adopt Fullerton School District COVID-19 Operations Written Report.

It was moved by Janny Meyer, seconded by Beverly Berryman and carried 5-0 to Adopt Fullerton School District COVID-19 Operations Written Report. Roll call was taken.

2f. Adopt the Proposed 2020/2021 Budget—All Funds.

Dr. Robert Coghlan, Assistant Superintendent of Business Services, presented the Proposed 2020/2021 Budget-All Funds. It was then moved by Hilda Sugarman, seconded by Beverly Berryman, and carried 5-0 to adopt the Proposed 2020/2021 Budget—All Funds. Roll Call was taken.

2g. Adopt Resolution #19/20-24 regarding the Education Protection Account.

It was moved by Beverly Berryman, seconded by Janny Meyer and carried 5-0 to adopt Resolution #19/20-24 regarding the Education Protection Account. Roll call was taken.

2h. Adopt Resolution #19/20-25 to establish temporary interfund transfers of special or restricted fund monies.

It was moved by Jeanette Vazquez, seconded by Beverly Berryman and carried 5-0 to Adopt Resolution #19/20-25 to establish temporary interfund transfers of special or restricted fund monies. Roll call was taken.

2i. Adopt Resolution #19/20-26 and approve 2020/2021 Child Development State Preschool Contract effective July 1, 2020 through June 30, 2021.

It was moved by Jeanette Vazquez, seconded by Beverly Berryman to adopt #2i, #2j, and #2k and carried 5-0 (roll call was taken) to adopt:

- Resolution #19/20-26 and approve 2020/2021 Child Development State Preschool Contract effective July 1, 2020 through June 30, 2021 (#2i).
- Resolution #19/20-27 and approve 2020/2021 Child Development Prekindergarten Family Literacy Program Instructional Materials and Supplies Contract effective July 1, 2020 through June 30, 2021 (#2j).
- Resolution #19/20-28 and approve Agreement No. FCI-SD4-08 between Children and Families Commission of Orange County and Fullerton School District for the provision of services effective July 1, 2020 through June 30, 2023 (#2k).

<u>2j. Adopt Resolution #19/20-27 and approve 2020/2021 Child Development Prekindergarten Family Literacy Program Instructional Materials and Supplies Contract effective July 1, 2020 through June 30, 2021.</u>

Item addressed above.

<u>2k. Adopt Resolution #19/20-28 and approve Agreement No. FCI-SD4-08 between Children and Families Commission of Orange County and Fullerton School District for the provision of services effective July 1, 2020 through June 30, 2023.</u>

Item addressed above.

2l. Approve Special Board Meeting for Board Protocols, Board Self-Evaluation, and other topics determined by the Board.

It was moved by Trustee Berryman, seconded by Trustee Meyer, to conduct a Special Board Meeting for Board Protocols/Bylaws and LCAP Board involvement. President Vazquez amended the motion to conduct the Board Protocols as it relates to LCAP Board involvement and Board Self Evaluation topics both on the same date; Trustee Meyer seconded President Vazquez's amended motion. Trustee Thakur stated the Superintendent evaluation may be moved to late August or September 2020 and to have separate Special Board Meetings for: Board Protocols/Bylaws as it relates to LCAP Board involvement, Board Self-Evaluation, and Superintendent Evaluation. Motion carried 5-0 (roll call was taken).

2m. Approve Facilitator options for Special Board Meeting on Board Protocols, Board Self-Evaluation, and other topics determined by the Board

Moved by Trustee Sugarman and seconded by Trustee Berryman and the Board discussed facilitator options to conduct Special Board Meetings. After discussion, it was carried 5-0 (roll call was taken) for the following facilitators to conduct the following Special Board Meetings:

- Board Protocols (LCAP involvement): Dr. Marc Ecker, Leadership Associates
- · Board Self Evaluation: Debra Dudley, CSBA
- Superintendent Evaluation: Dr. Marc Ecker, Leadership Associates

<u>2n. Approve date or date choices for Special Board Meeting on Board Protocols, Board Self-Evaluation, and other topics determined by the Board</u>

Moved by President Vazquez, seconded by Trustee Berryman, to conduct Special Board Meeting: Board Protocols/Bylaws (LCAP involvement) on July 2, 2020, at 5:00 pm. (roll call was taken)

Moved by Trustee Berryman, seconded by Trustee Thakur to Special Board Meeting: Board Self Evaluation on July 16, 2020, at 4:00 p.m. (roll call was taken)
In addition, tentative dates for Superintendent's evaluation to be shared with the Board of Trustees.

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

Carmen Serna, Executive Assistant to the Superintendent, stated the public comments do not reflect the opinion of the District and are solely verbatim from the individual who sent the public comment by the deadline of 2:00 p.m. on June 23, 2020. Public comments were previously shared with the Board of Trustees, for their review, prior to the beginning of the Board Meeting. Mrs. Serna proceeded to read approximately two hours of public comment input. (Note: Public Comments received by 2:00 p.m. on June 23rd were posted on the FSD website for anyone to review.)

Public comments can be found at: https://www.fullertonsd.org/apps/pages/index.jsp?uREC ID=725363&type=d&pREC ID=1709687

^{*}The Board recessed at 8:58 p.m. and resumed Open Session at 9:07 p.m.

Gretchen Cox, community member, spoke regarding her specific interest in addressing Resolution #19/20/21. She stated she is not in support of this resolution.

Egleth Nuncci, community member and parent, spoke about her desire for the Board of Trustees to continue working together in benefit of all children. The goal is to unite people and communities working together.

The Board held an extensive discussion regarding Resolution #19/20-21 Proclaiming that Black Lives Matter. They thanked everyone who submitted public comments and commented the voices of the public are important and are being heard. Trustees Berryman, Meyer, and Sugarman shared their opinions regarding the Resolution samples and commented that ALL lives matter and would like to receive further feedback from the District PAL's including teachers; they would like more time to review the sample resolutions and develop a Resolution that is more comprehensive of all races and taking into account that black lives matter as well.

It was then moved by Trustee Thakur to consider moving some of the language from sample 1 to sample 2; President Vazquez seconded the motion. Trustee Berryman made an alternate motion to continue the discussion to another Board Meeting date and Trustee Sugarman seconded the motion. At the recommendation of legal counsel, Joey Sanchez, Trustee Thakur withdrew his original motion.

Trustee Thakur made an alternate motion to adjourn this meeting and continue the discussion on Resolution #19/20-21 to June 25, 2020, at 5:00 p.m. and President Vazquez seconded the alternate motion due to time constraints and the discussion leading late into night. The alternate motion was carried 5-0 (roll call was taken).

<u>2p. Resolution #19/20-22 in Support: Schools and Local Communities Funding Act of 2020</u> This item was approved to be addressed at a future Board Meeting.

<u>2q. Letter of Appreciation to Local Control and Accountability Plan (LCAP) committee</u> This item was approved to be addressed at a future Board Meeting.

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

The Board approved to adjourn and item #2r was not addressed.

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

This item was approved to be addressed at a future Board Meeting.

2t. Online Agenda software for Board Agendas and meetings

The Board approved to adjourn and item #2t was not addressed.

2u. Board of Trustees Conference Attendance

This item was approved to be addressed at a future Board Meeting.

<u>2v. Approve modifying the start time for Open Session for the July 28, 2020, Regular Board of Trustees Meeting.</u>

The Board approved to adjourn and item #2v was not addressed.

Motion by Trustee Thakur, seconded by President Vazquez to adjourn this meeting to June 25, 2020, at 5:00 pm. and carried 5-0 (roll call taken).

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

Meeting was adjourned and Board Member Request(s) for Information and/or Possible Future Agenda Items was not addressed.

	Clerk/Secretary, Board of Trustees

President Vazquez adjourned the Regular meeting on June 23, 2020, at 11:58 p.m.

Public Comments:

General Comments:

No. 1:

I would like to acknowledge Fullerton School Districts' exceptional response to the challenges brought on by the COVID 19 Pandemic. It has been evident our board, administration, and teachers have risen to the occasion as a team, providing our children and community leadership, consistent communication, and compassion. Our FSD family has acted as just that, taking it upon themselves to ensure students were fed and cared for. This would not have been possible without the generous contributions from our teachers & staff, that so willingly gave when the call to action was made.

In addition, I would like to thank you for your transparency and thorough communication as you understood the need for families to know how and what our schools will look like as we return to face to face instruction. It was moving to hear your comment at the last board meeting that the most important thing in addition to following suggested guidelines, is that our children are ensured a loving and caring environment.

Monica Torres

No. 2:

My name is Jonathan Sudduth and I have 4 kids in Fullerton schools. Please open our schools back up. I have seen the photos and plans in place to help with the spread of COVID 19 and I think they are good approaches.

In my opinion schools should be open normal hours for all who wish. If parents are concerned or afraid, they can choose a virtual learning option from home.

Offering both options will allow those who want their kids in the classroom to be able to send them. It will also allow those who want a home school option to stay home.

An additional benefit will be lower in person classroom sizes due to some students learning at home. This will aid with social distancing and crowd sizes.

Thank you for you attention.

Jonathan Sudduth

No. 3:

I am a professor and have served on curricular matters on the statewide Academic Senate of the CSU.

I can say that these requirements will make high school graduates more competitive at the collegiate level, and this curricula will bring the high school education more in line with the content of our area colleges.

Beyond that, it is apparent working with our incoming students, and especially those in technical areas, that their knowledge of culture, race, and privilege is sorely lacking. Our educational institutions cannot be inclusive and diverse if the content of our courses is not so, and I think this is an important and obviously correct move.

Jon Bruschke

No. 4:

I've asked this before but hasn't gotten answered. Since you guys have been saying you want kids who are feeling sick or showing any signs to stay home, will you be changing the way absences are counted? I've felt pressured to send my son to school when he's had a cold because he's not sick enough to go to the doctor on the first day of a cold (for instance) where you're watching the child to see if he's really sick or not. (sometimes it's not like an

OBVIOUS illness where you know for sure you need to take them to the doctor) or we can't get an appointment for the doctor or urgent care (costs are high too to take them).

But I feel he'll have too many unexcused absences cuz you only allow for 2 a semester.

Are you going to change the rules to allow us parents to keep our kids home w/out getting penalized?

Joanna Lee (my son is a student at Fisler).

No 5.

I am a parent of a child going into fourth grade and a child going into kindergarten for the 20-21 school year at Golden Hill Elementary.

Thank you for the opportunity to express my two concerns over protocols being discussed on the reopening of California schools.

One... I am not comfortable with my children wearing a mask all day at school. I currently wearing a mask all day at work and continuously struggle with headaches, sore throat, and deprivation of fresh air. I don't think children have enough body awareness to realize how unwell it may make them feel or the self assertiveness to tell an adult if they do.

Two.... I am worried about the effects of continuous pushing of social distancing as a main focus at school. This especially worries me for my kindergartner, who is still learning social norms and being comfortable playing with others. In a time where we are wanting to be focused on being inclusive to all, I think building behavior rewards and consequences based on distancing from others is not healthy psychologically, nor realistic. If this virus was problematic and common in children, perhaps this feeling would be different.

I would much prefer to focus on handwashing and sanitizing, which are proven time and time again to be the best way to prevent germs and the spread of any virus.

Thank you for your time and consideration.

Juli Stockstill

No 6.

I am a parent of a child going into fourth grade and a child going into 2nd grade for the 20-21 school year at Golden Hill Elementary.

Thank you for the opportunity to express my two concerns over protocols being discussed on the reopening of California schools.

My first concern is the required use of masks for children all day. I do not want my children to be required to wear a mask all day. When I wear mine for just small outings and shopping, I struggle with the heat, breathing ability, and discomfort. I do not think children should be wearing masks for such long periods of time as they have an even more difficult time of paying attention to how their bodies are feeling.

My second concern is the type of environment my children will be in. I don't want them to go to school in fear every day over being around others because they are being bombarded with messages of social distancing all day. I would like them to be able to be in a somewhat normal environment, just using proven safety measures of hand washing and sanitizing.

Thank you for your time and consideration.

Julie O'Neill

<u>No. 7</u>

BLM itself is a racist remark judging from all minorities who faced hardship and inequality to establish, accept and adopt to the American Culture on this land. Why should Black Lives matter be resonated constantly in our ears especially that they had preoccupied on this continent for hundred of years longer than any other settlers and immigrants. It is not our fault if God made our skin black, yellow, brown or white. It is how you arise yourself and excel under the same privilege and law that this land had afforded you.

Before I say Black Live matter, I say Asian Live matter and White Live matter. You have a chip in your shoulder to believe that only Black Live Matters on this land. Joany Chou

No. 8:

Our city, our county, our state and our nation is currently being racked by racial and political turmoil.

Our school board is non-political and must remain politically and racially neutral!

It should not support Black Lives Matter (hereinafter referred to as BLM).

African Americans comprise less than 3% of our district's student population; the lives of the other 97% matter EQUALLY AS MUCH!

According to the Pew Research Center, the BLM movement is supported primarily by Democrats.

Therefore, I beg you NOT to increase the polarization of this great school district with a resolution supporting - or even encouraging - the racial and political division caused by BLM.

From: Jay Campbell, Fullerton

No. 9:

Dear Fullerton School Boardmembers:

My name is David Jerome and I am a lifelong Fullerton resident, a graduate of the Fullerton school system, and a parent of 3 children who went through the Fullerton school system.

I am writing today to ask you not to pass Resolution #19/20-21 "Proclaiming that black lives matter".

Our school district doesn't need to be indoctrinating our kids into left-wing political causes. Teach them how to read & write, and think for themselves.

Please look closer into what Black Lives Matters stands for before shoving many of their terrible ideas (including defunding police departments) down the throats of impressionable little kids.

If you want to issue an "All Lives Matter" proclamation, I would wholeheartedly support that, because all lives do matter.

Please vote No on Resolution #19/20-21.

Thank you for your consideration.

Sincerely,

David Jerome

No. 10:

Hello,

I support the Fullerton School District's Black Lives Matter Resolution. The opposition appears to be overly politicizing this resolution, which is simply attempting to include and affirm Black Americans, including students. As an Asian American, I myself have experienced the impact of ethnic studies. My reading comprehension and critical thinking skills improved considerably because I was able to relate to my class content. Studies have shown that attendance and grades improve when schools implement ethnic studies curricula. It is therefore imperative for the school district to declare that Black lives matter, especially during this time when we can't avoid the news. Imagine how Black students feel seeing footage of George Floyd, and going to class carrying this weight. Passing this resolution is a necessary first step that will help promote academic achievement AND a district-wide culture that values and supports Black students.

Thank you, Lucy Truong

No. 11:

I am in total agreement that this strictly a political move. We should not support any group that wants to single out one color race.

DONNA GOODMAN

No. 12:

I am writing to you today to ask that you DO NOT pass Resolution #19/20-21 "Proclaiming that black lives matter".

While I want to assure you that I am saddened at the evidence of police brutality in the George Floyd death and in others, and stand firmly against any form of discrimination; I cannot support our school district utilizing a political movement as a method of teaching about diversity and inclusion. At the start of the BLM movement the notions and motivations were perhaps more pure, but I am sure you understand the ongoing politically charged and motivated changes that have happened over the past almost 7 years in the BLM movement. This is no longer a group solely intent on improving race relations in our country, but now one with very strong political agendas many of which stand opposed to other values that I would say are equally important to student safety, growth and development. How would our teachers be instructed to respond to a student inquiring about the "defund police" signs carried by BLM activists? Why would we put our teachers in the position of having to navigate the concerns of other activists?

Instead of following the crowd eager to jump on the #blacklivesmatter just for the sake of not being the one that doesn't, I would much rather see our schools actually teach the skills that it takes to help improve race relations and ensure true knowledge in regards to diversity and equity. How about some efforts around teaching early about implicit bias. It is NOT the place of our schools to bring in political agendas, but rather to teach our children how to evaluate issues from all angles, and to make solid decisions for themselves. Schools should not be in the business of political indoctrination. Please do not give into the temptation to sign this resolution and just be done. Show that our district respects the families to choose their way of educating our children on this sensitive matter.

Please keep politics out of our schools and DO NOT PASS Resolution #19/20-21. Thank you for your time and attention.

Beth Jerome

Parent of three former students of FSD

Current teacher in the FSD

NO. 13:

As a former FSD parent, I am writing you today to strongly urge you to NOT PASS resolution #19/20-21. Political agendas do not belong in the classrooms. Our teachers should continue their focus on teaching our children the proper skills to evaluate issues on their own. Children are innocent. They learn from others. Let's teach them about equality and justice and living in a wonderful diverse world where ALL LIVES MATTER. That is the best thing we can do for our children!

Thank you for your attention and please DO NOT PASS resolution #19/20-21. Politics do not belong in the classroom!

A Very Concerned Parent of two former FSD children.

Valerie Schutz

No. 14:

I am equally horrified at the evidence of police brutality in the George Floyd death and in others, and strongly against any form of discrimination; I cannot support our school district utilizing a political movement as a method of teaching about diversity and inclusion.

"Children are not born to hate. It is something they are taught. We stand with those who want to change the world through teaching our children EQUALITY & JUSTICE FOR ALL".

This is a statement devoid of political agenda and speaks the truth of the task at hand. I encourage the district to find other means to truly support this effort.

Please keep politics out of our schools and DO NOT PASS Resolution #19/20-21.

Chris Hajjar Brown

No. 15:

Thank you for providing this easy means of communicating to the FSD on an important issue. My name is Conrad DeWitte, a long time Fullerton resident, very interested in excellence in our schools and our city government, for the benefit of our entire community.

The Fullerton schools should not become tools of political parties or their biased-affiliated advocacy groups.

Our students should be taught pride in our nation based on our rights and duties as American citizens and the factual development of our nation through history from its founding to the present. Far more importantly, our children should be supported and encouraged in gaining understanding of their individual importance beginning within their own natural human families which their own parents created. Our school children are vital important members of our community, but their parents are the primary and decisive source of their life long process of education. Please do not act or vote to eclipse the expectations of parents by turning our schools into agencies of political advocacy.

I thank you members of the Fullerton School Boards for your dedication of time, energy, intellectual skill and just plain hard work for the benefit of our children and community.

Conrad DeWitte

No. 16:

I am writing to you today to ask that you DO NOT pass Resolution #19/20-21 "Proclaiming that black lives matter".

While I want to assure you that I am equally horrified at the evidence of police brutality in the George Floyd death and in others, and stand strongly against any form of discrimination; I cannot support our school district utilizing a political movement as a method of teaching about diversity and inclusion. At the start of the BLM movement the notions and motivations were perhaps more pure, but I am sure you understand the ongoing politically charged and motivated changes that have happened over the past almost 7 years in the BLM. This is no longer a group solely intent on improving race relations in our country, but now one with very strong political agendas many of which stand opposed to other values that I would say are equally important to student safety, growth and development. How would our teachers be instructed to respond to a student inquiring about the "defund police" signs carried by BLM activists? Why would we put our teachers in the position of having to navigate the concerns of other activists taking advantage of the BLM protesters like antifa and others? Are we really ready to have these conversations at school? And who's political bias will instruct those teachers on how to answer?

Instead of following the crowd eager to jump on the #blacklivesmatter just for the sake of not being the one that doesn't, I would much rather see our schools actually teach the skills that it takes to help improve race relations and ensure true knowledge in regards to diversity and equity. How about some efforts around teaching early about implicit bias. It is NOT the place of our schools to bring in political agendas, but rather to teach our children how to evaluate issues from all angles, and to make solid decisions for themselves. Schools should not be in the business of political indoctrination. Please do not give into the temptation to sign this resolution and just be done. Show that the district is actually prepared to make real change not just "shout loudly" as the resolution encourages. Take the real step in making our society a just society by doing the real work not just continuing to advertise for a political group.

Please keep politics out of our schools and DO NOT PASS Resolution #19/20-21. Thank you for your time and attention.

Greg Paddock

Grandparent of 2 FSD students and Fullerton resident

No. 17:

As the parent of a former FSD student, I am appalled that the School Board has become, or trying to become a political mouthpiece for the Progressive agenda. You hold elected, non-partisan positions on the school board, and your job is to work on ensuring the best education possible for ALL students, not the roughly 1 1/2%. This community is made up of people from all around the world. This resolution ignores everyone except African Americans.

Stop using a terrible tragedy to promote hostility towards other races as well as the police.

How about you just demand that all people behave better than what we have witnessed in the last several weeks? How about you encourage people to build stronger families, stronger community ties, stop looking for places to blame others and focus on being the best each of us can be?

Leave the politicking to others, and do you job as School Board Trustees.... make our schools the best for ALL students, and teach our kids to respect laws and law enforcement. They surely will need them, someday. Sincerely, Gretchen Cox

Fullerton Resident

No. 18:

No on Resolution #19/20-21

We, the members of Fullerton Republican Women Federated have always been supporters of the Fullerton School District, all of its students and staff.

We believe that racism in the United States, California and Fullerton has always existed, and we abhor any racist behaviors, words, unkindnessesand that the District should always work toward ensuring that both codified, and behavioral racism be erased from our District, and that all children and staff should always be protected from it.

We additionally believe that all available data, supports the truth, that both institutional and behavioral racism has been on a consistent, linear decline in our country over the past several decades, and that particularly, legitimate, codified institutional racism has all but been eliminated from the Fullerton School District specifically. However, we are sensitive to the feelings of all families and staff, and agree that extra care and consideration should be given to taking steps to ensure a sense of safety and security for all.

We additionally believe that black lives in this country do matter, every bit as much as any lives, that human life is sacred, and that it is morally incumbent upon all of us to treat all human beings with dignity.

Having said that, the mission of the Fullerton School District is to utilize the resources allocated it by the taxpayers of this city, state and country, to well educate all of our children, without regard to race, creed, or country of origin. We believe there to be a difference between the important and truthful statement that black lives matter, and the political movement, characterized by blacklivesmatter.com, which is absolutely a highly political organization, which holds,

advocates for, and propagates some beliefs with which we strongly disagree, including statements like the one on their website which states, "We disrupt the Western-prescribed nuclear family structure requirement by supporting each other as extended families and "villages"."

This organization immediately characterizes the death of any black American at the hands of a policeman as murder, prior to any investigation or due process, and rejects any conclusion other than murder as racism. It encourages the false notion, that all circumstances and challenges befalling black Americans are not only entirely caused by overt, institutional and subconscious white racism, but there is little black Americans can do about this, without government intervention.

We believe that it is wrong that the Fullerton School District would allow itself to be hijacked by a divisive political movement, by having a minority of its Trustees attempt to publicly shame a majority of Trustees into demanding a vote on highly charged, political agendas.

We ask for strength and courage from our Board member who believe that all forms of racism should be kept out of our schools, and that our District should not be used as a pawn of any extreme political movement. Do not negotiate middle ground concessions to extremes movements. Simply refuse to have our District drug into them.

I strongly urge you to not take action on the resolution before you. Sincerely,

Joyce Crilly

Fullerton resident and grandparent of 3 current FSD students

No. 19:

I am writing to you today to ask that you DO NOT pass Resolution #19/20-21 "Proclaiming that black lives matter".

While I want to assure you that I am equally horrified at the evidence of police brutality in the George Floyd death and in others, and stand strongly against any form of discrimination; I cannot support our school district utilizing a political movement as a method of teaching about diversity and inclusion. At the start of the BLM movement the notions and motivations were perhaps more pure, but I am sure you understand the ongoing politically charged and motivated changes that have happened over the past almost 7 years in the BLM. This is no longer a group solely intent on improving race relations in our country, but now one with very strong political agendas many of which stand opposed to other values that I would say are equally important to student safety, growth and development. How would our teachers be instructed to respond to a student inquiring about the "defund police" signs carried by BLM activists?

Why would we put our teachers in the position of having to navigate the concerns of other activists taking advantage of the BLM protesters like antifa and others? Are we really ready to have these conversations at school? And who's political bias will instruct those teachers on how to answer?

Instead of following the crowd eager to jump on the #blacklivesmatter just for the sake of not being the one that doesn't, I would much rather see our schools actually teach the skills that it takes to help improve race relations and ensure true knowledge in regards to diversity and equity. How about some efforts around teaching early about implicit bias. It is NOT the place of our schools to bring in political agendas, but rather to teach our children how to evaluate issues from all angles, and to make solid decisions for themselves. Schools should not be in the business of political indoctrination. Please do not give into the temptation to sign this resolution and just be done. Show that the district is actually prepared to make real change not just "shout loudly" as the resolution encourages. Take the real step in making our society a just society by doing the real work not just continuing to advertise for a political group.

Please keep politics out of our schools and DO NOT PASS Resolution #19/20-21. Thank you for your time and attention.

Matt & Antoinette Brown

No. 20:

The Fullerton School District should not do a "special" proclamation regarding black lives matter. This district has a history of all children mattering no matter what their ethnic backgrounds or financial family status. To select one group of kids to celebrate and not others is political and unnecessary. The School District should not get involved in movements or submit to the demands of a group. The School District needs to stick to their core mission.

Inspiring learners to leverage the arts and innovative technology to create, collaborate, communicate, critically think, and contribute as part of a global community

Arlene A Fullerton Resident

No. 21:

We are residents of Fullerton and are writing to you today to ask you please DO NOT pass Resolution #19/20-21 "Proclaiming that black lives matter".

ALL LIVES MATTER!

We want to assure you that I am equally horrified at the evidence of police brutality in the George Floyd death and in others, and stand strongly against any form of discrimination; we cannot support our school district utilizing a political movement as a method of teaching about diversity and inclusion.

Instead of following the crowd eager to jump on the #blacklivesmatter just for the sake of not being the one that doesn't, we would rather see our schools actually teach the skills that it takes to help improve race relations and ensure true knowledge in regards to diversity and equity.

"Children are not born to hate. It is something they are taught. We stand with those who want to change the world through teaching our children EQUALITY and JUSTICE FOR ALL".

Please keep politics out of our schools and DO NOT PASS Resolution #19/20-21.

Т	ha	nk	VC	u.

Sincerely,

Barbara and Bill Kummert

No. 22:

Dear Dr Pletka, Superintendent, and Members of the FSD Board of Trustees,

My name is Dr. Angela Jones, and I am a long-time Fullerton resident, who is black. My children attended school and I actively participated in the Fullerton School District since 2008. I am writing to provide comment regarding the resolution presently being discussed.

Any affirmation to renew *our* resolve to mitigate the negative impacts of racial and social injustice must be active, not passive. Any such attitude seeks to build people as individuals, rather than prioritize our self-interests. Beware, however, the actions you take today or in the future, as elected officials, could do me and my family well, or compound a lifetime of injustices. Please allow me to explain why:

- 1. You show a willingness to diminish me, my family, my children, and other black people as <u>individuals</u>, because you do not imagine us as unique individuals having unique thoughts, experiences, and perspectives. I believe President Obama once commented: 'Women do not vote like "some monolithic bloc," and they don't necessarily like to be told that they should. Opinion on social issues doesn't shake out neatly along gender lines." If this is true for women, why do you think it is different for black individuals? There are as many viewpoints and perspectives amongst individual black people as there are amongst non-blacks, or women, or any other group. Therefore, realize, when you say you want to take action to express your solidarity with the "Black Community" I hear: "We want to take action to express our solidarity with 'the Blacks'", as if we are a monolithic bloc. I think it is telling that elected officials are so willing to diminish my relevance and views as a person, as well as my son's relevance and views as a person, to serve their own political interests. Simply put, you cannot make a "one-size-fits-all" statement to satisfy "the blacks".
- 2. Passing a resolution on my behalf and for my well-being, without consulting me is merely lip service paid to serve people's self-interest. From reading the proposed resolution, I gather that FSD plans to engage the community to determine the appropriate actions to pursue ongoing. I appreciate the FSD for taking steps first to engage with people, including with black individuals, who are an integral part of the FSD community. Taking up any concrete action absent such engagement shows no concern for me. The fact that the political environment is toxic does not excuse leaders' support of an ill-conceived plan. The key to remember is that outside people do not speak for me. I speak for me so you must sit down with me. My son speaks for himself so you must speak with him. We are quite capable of articulating a viewpoint without the "aid" of outside "experts", who can only assert (falsely) they know better than me or him. Please do not take steps that allow your political affirmations to carry more import than an effort to learn what comprises a healthy approach for educating and empowering my child.
- 3. Should the Board of Trustees add to the proposed resolution and vote to align the FSD with the Black Lives Matter movement or establish "anti-racist" policies in the classroom, this will attest to me that elected Board members and the FSD are willing to sew division, rather than work to heal the divides. Additionally, you will do more to tear down black individuals than build them up. Sadly, in an effort not to offend, members of the community might passively support these efforts because they are unaware of central tenets underlying various movements you may decide to support. Well, I offer a few examples that highlight what you would be prescribing for me and my child should you decide to add support of popular movements to your resolution:
 - The BLM movement is very divisive even for black people: Recently, a leader of a BLM chapter made the following assertion, and I quote: "Joe Biden would be an idiot to put [Florida Congresswoman, and former police chief, Val Demings] on his ticket. People are already on the fence about him," Newsome told The Post. "When black people become police officers, they are no longer black. They are blue." I do not ascribe to any such diminishments, whether among black people or anyone. I hope my children's teachers and school administrators would know better than to do so. Your actions, tonight, will show where you stand as elected officials.

 https://nypost.com/2020/06/13/joe-biden-considering-ex-cop-as-veep-amid-calls-to-defund-the-police/
 - BLM is a Marxist organization: Recently, a BLM leader said the following, and I quote: "We actually do
 have an ideological frame.... We are trained Marxists," says BLM Co-Founder Patrisse Cullors."
 https://youtu.be/HqEUbSzOTZ8

While I believe any individual in society has the right to choose the ideal, or economic or political system they support, I do not think it is appropriate for a public institution, funded by everyone's tax dollars, to lend support to any one political ideology in favor of another. By its very construct, the FSD should be apolitical, working to serve everyone in the community. More critically, I ask, why would the FSD Board of Trustees lend support to an ideology that, historically, has led to the death of millions of people to derive a standard for their fight against the historical injustices perpetrated against black people and other people of color? "For those who have read history or lived through the 20th century, it's hard to forget the tens of millions of people who starved to death under Mao Zedong; the tens of millions purged, starved or sent to gulags by Joseph Stalin; or the millions slaughtered in Cambodia's killing fields. Even if Marx himself never advocated genocide, these stupendous atrocities and catastrophic economic blunders were all done in the name of Marxism. From North Korea to Vietnam, 20th century communism always seems to result in either crimes against humanity, grinding poverty or both. Meanwhile, Venezuela, the most dramatic socialist experiment of the 21st century, in a nation with the world's largest oil reserves, is in full economic collapse." What real hope can you offer me as a parent, if you do not understand why I would recoil at a choice to establish this ideology as the framework by which you would fight for justice on my child's behalf or to effect my child's upward mobility?

https://www.motherjones.com/kevin-drum/2018/05/what-made-marxism-so-deadly/.\

- It is a mistake to assume that a movement or an "anti-racists" ideal adequately or even accurately captures the sentiments, or the thoughts and feelings of "black people" as a group. Consider the latest calls to "cancel" certain brands with black faces on them. Never mind that many black individuals view some of these brands favorably, including Aunt Jemima syrup. Never mind that black people are intelligent enough to discern for themselves, regarding what they find offensive, and choose whether to buy or support a brand or product. Black individuals do not need "anti-racists" to dispense with everything they assert as offensive. Never mind the views of the family members, who's relative was an ambassador for the brand. Why not, instead, hear their view rather than the view of people that only assert the right to speak for them: and I quote, "An East Texas family is not happy about the 'brand changing' of a popular pancake syrup: Aunt Jemima. The iconic 'Aunt Jemima' has long standing ties with the city of Hawkins, and a goodwill ambassador named 'Lillian Richard.' Living in Forney, Vera Harris is the family historian for the Richard family of Hawkins, and could hardly believe a big part of their family legacy, the 'Aunt Jemima' brand, was about to be erased from supermarket shelves." The same is true with any adopted resolution. Take care that your actions do not erase my family's legacy or make a mockery of it. https://www.nbc15.com/content/news/Family-of-woman-who-portrayed-Aunt-Jemima-opposes-move-tochange-brand-571388961.html
- "Anti-racist" policies do as much harm to my child and family as overt racist acts, despite the cloak of serving my best interest: After reviewing the proposed resolution, it seems you misunderstand or fail to acknowledge the destructive impact of broadly suggesting that *all* black people are marginalized and oppressed because of systemic racism. The implication is that the only way black children or people of color can succeed, is for white people to amend their attitudes and behaviors. The very notion suggests that my son needs a "rescuer" because the ills he faces are insurmountable without a white person's help. I, flatly, reject this notion as posited in your resolution. It does not matter that you make this broad claim in a statement that suggests you want to be "more sensitive" to black people. Again, we are not ALL the same and, more importantly, we are not helpless. Such constructs are wholly disempowering to my child, especially, since he is an individual, who actively guides his own life. Asserting such a perspective, proves to me that you are incapable, as educators, to positively impact my son's mental health. Further, you show that you would supplant the focus from providing my child with the necessary skills to enable him to overcome any obstacle, with an emphasis on your need to demonstrate to others that you are not racist. And, yes, these goals are most certainly mutually exclusive, because you are affirming, presumptively, that you will treat him differently than every other student in FSD, thereby diminishing him further still.

While I appreciate the FSD's commitment to black students, my hope is, instead of choosing a destructive path that sews division and requires families, teachers and staff to observe principles they don't widely believe in, you will focus on doing the hard work to build quality educational systems as the primary tools to redress the negative impacts of racial and social injustice. Likewise, I hope the FSD will employ resources such as the "School Smarts Parent Academy Curriculum" to help empower parents so they can better advocate for their children *as individuals* and learn how to work together with the FSD to build a better school community to the benefit of all students. Resist prescribing perspectives and plans that are one-size-fits-all. Do not determine to instill in my child a perspective that is destructive to his self-confidence and long-term success. No doubt, the FSD community would offer wide support to such a resolution, especially one that reaffirms <u>our</u> stand against racial and social injustice through positive affirmations that build, empower, and unify the FSD community.

No. 23:

Regarding agenda item 2.o, the resolution affirming the district's anti-discrimination policy and supporting equal treatment for all, please avoid involving our kids in leftist political organizations like Black Lives Matter At School Week. Instead, focus on our district's children at individual school sites. As parents, we recognize, as I hope you do, that all school sites can be improved by increased parent involvement, and that parents and guardians are in the best position to identify school site issues relative to racism and discrimination. Problems of discrimination or racism should be identified there and addressed collaboratively with the families and staff and administration at those school sites.

Unfortunately, mandating a curriculum that no parent has seen seems par for the course. This isn't the first time this year that the Board President has dictated to parents what is good for our children.

Many of us take extra time and effort to be our school's LCAP representative and participate in the Champions for Learning program. Earlier this year, the Board's President came into one of our parent meetings to inform us that if specific elements weren't included in our LCAP recommendations, then she and another Board colleague wouldn't vote for the LCAP plan. The Board has every right to vote any way they please, but to come into a parent involvement meeting and tell us what WILL happen, well that's just discouraging for parents who participated in LCAP and Champions for Learning. If the District wants parents to be involved, respect our freedom to form our own opinions and recommendations.

I believe the majority of this Board, who have raised or are raising children in this district, know that parents should be consulted. Please don't make pronouncements and implement school curriculum in which we parents have had no say.

We have a beautifully diverse student population and each one, regardless of ethnic origin, deserves to be treated equally. Each school site is uniquely diverse; one size will not fit all. Respect your parents, listen to us, work with us.

Jennifer Fitzgerald, Parent

No. 24:

Please see my comments regarding Resolution #19/20-21 "Proclaiming that black lives matter" and proposed BLM week at Schools. I believe ALL LIVES MATTER, including BLACK LIVES.

The BLM is a POLITICAL movement with a specific worldview that I DO NOT SUPPORT and has its own racist viewpoints, including documented Anti-Semitic history from its leadership.

Political indoctrination of ALL opposing views should be REMOVED from schools. Students should learn history from objective, non-partisan sources.

I have attached my statement asking for Resolution #19/20-21 to FAIL.

I am writing to you today to ask that you DO NOT pass Resolution #19/20-21 "Proclaiming that black lives matter".

While I want to assure you that I am equally horrified at the evidence of police brutality in the George Floyd death and in others, and stand strongly against any form of discrimination; I cannot support our school district utilizing a political movement as a method of teaching about diversity and inclusion. At the start of the BLM movement the notions and motivations were perhaps more pure, but I am sure you understand the ongoing politically charged and motivated changes that have happened over the past almost 7 years in the BLM. This is no longer a group solely intent on improving race relations in our country, but now one with very strong political agendas many of which stand opposed to other values that I would say are equally important to student safety, growth and development. How would our teachers be instructed to respond to a student inquiring about the "defund police" signs carried by BLM activists? Why would we put our teachers in the position of having to navigate the concerns of other activists taking advantage of the BLM protesters like antifa and others? Are we really ready to have these conversations at school? And who's political bias will instruct those teachers on how to answer?

Instead of following the crowd eager to jump on the #blacklivesmatter just for the sake of not being the one that doesn't, I would much rather see our schools actually teach the skills that it takes to help improve race relations and ensure true knowledge in regards to diversity and equity. How about some efforts around teaching early about implicit bias. It is NOT the place of our schools to bring in political agendas, but rather to teach our children how to evaluate issues from all angles, and to make solid decisions for themselves. Schools should not be in the business of political

indoctrination. Please do not give into the temptation to sign this resolution and just be done. Show that the district is actually prepared to make real change not just "shout loudly" as the resolution encourages. Take the real step in making our society a just society by doing the real work not just continuing to advertise for a political group.

Please keep politics out of our schools and DO NOT PASS Resolution #19/20-21. Thank you for your time and attention.

Signed, Matt Kagan

No. 25:

How about teaching our kids the importance of providing quality education to all citizens? Oh, that's right, teachers unions will never agree to endorsing school choice which is the answer to why black lives have not mattered to our country in the past. Poor education is what tells black lives that they do not matter to themselves, their children and their community. The root cause and cure for Black lives is school choice, so stop these silly bandwagon solutions that are designed to make us feel something was done and which never solves any problems for Black Americans. When educators start behaving like politicians it shows they're even dumber than the politicians. PS - "Black Lives Matter" has now degenerated into an anarchist group, which should be scaring the hell out of all of us watching what's going on in our country.

Patricia Wright,

No. 26

I am a Fullerton resident, mother of 2 boys in FSD and a teacher for FSD. I also grew up in this community, receiving an excellent education from the Fullerton schools. As a citizen, parent, and educator I am fully in support of a more thorough adopted curriculum for ethnic studies in our schools. We have some incredible partnerships already with professors at CSUF as well as many teachers and administrators, who are already researching and improving their own classrooms on these matters. I believe if we come together, we can greatly add to all of our schools. Modifications are essential to meet the needs and cultural awareness of our Fullerton families. The time is now and there are many of us on board to help make this happen. I've heard various stories from family members in Fullerton, in which they were racially discriminated in our own town. I've heard stories from children on the playground hearing racist comments toward one another, causing social-emotional distress. I've even had to stop students of my own and redirect them from making inappropriate and racist comments during class discussions. I know we can make a positive difference with our youngest Fullertonians and provide them with the most well-rounded education we can, in order to support Black Lives Matter and bring new ethnic studies curriculum to our schools. Teachers, staff members and parents in this community would benefit from more education on these matters as well. I still have a lot more to learn too. I think the letter that went out to the community on June 11th was a start in the right direction with many important statements made. I found the theme within the letter is that we need to share our voices and take action because we have a lot more work to do. I know Fullerton is up for the challenge and the time is now.

Mrs. Blair Campbell 3rd Grade Teacher Beechwood School

No. 27:

I am writing to you today to ask that you DONOT pass Resolution #19/20-21 "Proclaiming that black lives matter".

While I want to assure you that I am equally horrified at the evidence of police brutality in the George Floyd death and in others, and stand strongly against any form of discrimination; I cannot support our school district utilizing a political movement as a method of teaching about diversity and inclusion. At the start of the SLM movement the notions and motivations were perhaps more pure, but I amsure you understand the ongoing politically charged and motivated changes that have happened over the past almost 7 years in the SLM. This is no longer a group solely intent on improving race relations in our country, but now one with very strong political agendas many of which stand opposed to other values that I would say are equally important to students afety, growth and development. How would our teachers be instructed to respond to a student

inquiring about the "defundpolice" signs carried by SLM activists? Why would we put our teachers in the position of having to navigate the concerns of other activists taking advantage of the BLM protesters like antifa and others? Arewereally ready to have these conversations at school? And who's political bias will instruct those teachers on how to answer?

Instead of following the crowd eager to jump on the #blacklivesmatter just for the sake of not being the one that doesn't, I would much rather see our schools actually teach the skills that it takes to help improve race relations and ensure true knowledge in regards to diversity and equity. How about some efforts around teaching early about implicit bias. It is NOT the place of our schools to bring in political agendas, but rather to teach our children how to evaluate issues from all angles, and to make solid decisions for themselves. Schools should not be in the business of political indoctrination. Please do not give into the temptation to sign this resolution and just be done. Show that the district is actually prepared to make real change not just "shout loudly" as the resolution encourages. Take the real step in making our society a just society by doing the real work not just continuing to advertise for a political group.

Please keep politics out of our schools and DO NOT PASS Resolution #19/20-21. Thank you for your time and attention.

Signed by 5 Fullerton Residents that provided their home address and for their privacy their home addresses are being omitted.

No. 28:

Dear Trustees,

I am writing to you today to ask that you DO NOT pass Resolution #19/20-21 "Proclaiming that black lives matter." While I want to assure you that I am equally horrified at the evidence of police brutality in the George Floyd death and in others, and stand strongly against any form of discrimination; I cannot support our school district utilizing a political movement as a method of teaching about diversity and inclusion.

As a Board of Directors member for a local chapter of a national nonprofit, we made the hard decision along with our Executive Director to not adopt the national platform which had embraced BLM because their platform wasn't reflective of our population of clients we served. This corporation which is not a 501C3 Non Profit, and also not categorized as a Political Action Committee yet is operating as such with the co-founder referring to herself as "a trained Marxist".

Having worked as a Community Outreach and Engagement Coordinator for large social services nonprofit in Orange County, I know the importance of reaching diverse populations and encouraging inclusion, not exclusion. I feel that true change can only be achieved when programs and policies are created for our community, by our community. Serving months on the CHYA Advisory Committee, I saw firsthand how parents felt government over reach and intrusion of their parental rights were violated in the area of sexual education and feel the lack of transparency and timing of this resultion would spark a like response. One of the "Demands" listed on the BLM "What We Believe" states

We disrupt the Western-prescribed nuclear family structure requirement by supporting each other as extended families and "villages" that collectively care for one another, especially our children, to the degree that mothers, parents, and children are comfortable.

I believe strongly that our diversity as a district is our strength, and equal treatment and inclusion for all is cornerstone. I implore the board to craft a resolution and reach out to parents and stakeholders to identify any school site issues and work to include them in the process of any needed change. It is NOT the place of our schools to bring in political agendas, but rather to teach our children how to evaluate issues from all angles, and to make solid decisions for themselves. I encourage the district to find other means to truly support this effort and not be tempted to follow the crowd. Please keep politics out of our schools and DO NOT PASS Resolution #19/20-21 however I would support a resolution that embraces diversity and inclusion of all students FSD serves..

In Appreciation of Your Consideration This Matter, Lisa Wozab

No. 29

I am writing to communicate my unequivocal support for the black lives matter curriculum that is on the agenda for to the school board meeting.

I have two children in the Fullerton school district one entering fifth grade at Hermosa Dr., Elementary school and one entering seventh grade at Ladera Vista.

This is an incredible first step for the Fullerton school district!

Sincerely,

Pamela Fiber-Ostrow Professor, Political Science CSUF Moot Court Advisor

<u>No. 30</u>

Hello. My name is Darlene Lopez-Jones and I would like to address the board on Resolution #19/20-21 Proclaiming that Black Lives Matter.

We are a point in our history where the American community has had enough and is taking a stand against racism and the blatant discrimination and oppression of African Americans. I write to you because on your agenda you have a resolution proclaiming that Black Lives Matter. I've lived in this community for 25 years and continue to see so many acts of discrimination and racism in our city leadership, the police and in the community. This resolution is important, especially here in Fullerton, a city that has long history of racial oppression. I hope that you will stand up against racism by supporting this resolution and promote dignity, justice and respect for everyone. Just as important, I hope that you will do more than just adopt a resolution and ensure that the education of every Africal American student in this district also matters. Thank you for your time.

Darlene Lopez-Jones

No. 31

Hello!

YES! Please pass Agenda Item for a resolution for Black Lives. I strongly support and applaud this agenda item. Thank you for listening to the community and moving quickly. All of us can help make change that's so urgently needed.

Please pass this item tonight, and please keep looking for ways improve like diversity in hiring, implicit bias training, spaces for students and faculty to dialogue about racial issues, and an Ethnic Studies requirement (it's so clear that all students, of all backgrounds, need to learn a lot more about our own history and diversity).

Thank you, Rachel Potucek

No. 32

Hello.

Thank you for taking up Agenda and resolution for Black Lives. I wholeheartedly support and cheer this direction, and thank you for your leadership to move quickly. Now is the time to lead and make change that's so urgently needed. Please pass this item tonight, and continue looking for opportunities to uplift Black lives and correct the generations of injustice that play out in all facets of our society, including schools.

Ada F. Briceño, Chairwoman

No. 33:

My name is Mike Rodriguez, and I am a parent at Rolling Hills Elementary and a social science history teacher as well. I am writing in support of Black Lives Matter week, and I believe that FESD should create more Ethnic Studies classes for students, as well as encourage schools to offer classes that are culturally relevant to the students and that are promote awareness of community issues and events. There is a wealth of research that

shows the positive benefits of providing Ethnic Studies classes for students that promote social justice. Please move forward with the Black Lives Matter Week.

Thank you,

Mike Rodriguez, M.Ed.

No. 34

I encourage the Fullerton School District Board of Trustees to adopt Resolution #19/20-21. It is time for FSD to stand up for BIPOC students, staff, and teachers. Educators cannot prepare children for the world without addressing what's happening in the world. The tragedy of the death of George Flloyd is a teachable moment. Institutional racism and anti-Blackness are responsible for the death of Mr. Floyd. Research shows children are not too young to learn about racism. Encouraging participation in Black Lives Matter At School Week would send a clear message to all students that antiracism education in FSD is a priority. Doing nothing and staying silent is no longer acceptable. Now is the time for all school administrations to be open to much-needed changes related to the injustice and inequity of racism. Please vote in favor of Resolution #19/20-21.

With Regards, Angela Kim

No. 35

I encourage the Fullerton School District Board of Trustees to adopt Resolution #19/20-21. It is time for FSD to stand up for BIPOC students, staff, and teachers. Educators cannot prepare children for the world without addressing what's happening in the world. The tragedy of the death of George Flloyd is a teachable moment. Institutional racism and anti-Blackness are responsible for the death of Mr. Floyd. Research shows children are not too young to learn about racism. Encouraging participation in Black Lives Matter At School Week would send a clear message to all students that antiracism education in FSD is a priority. Doing nothing and staying silent is no longer acceptable. Now is the time for all school administrations to be open to much-needed changes related to the injustice and inequity of racism. Please vote in favor of Resolution #19/20-21

No. 36:

Dear Fullerton School District Board of Trustees,

My name is Fernando Rojas, and I am writing to urge the Board of Trustees to adopt Resolution #19/20-21. I am a product of public schools (Valencia Park Elementary School and Parks Jr. High School) in the Fullerton School District and proudly stand by the education this district provided me. As a product of this district, I have benefited from the analytical tools my teachers gave me during the most formative years of my life. Being an alumnus of the district I am also equipped to see where my education was lacking. Those gaps must be addressed now. Racial inequality, white supremacy, and indigenous erasure are topics that every person in the United States experiences in one form or another--we all live in this nation that is fundamentally enmeshed in these violent historical legacies. The Fullerton School District has an obligation to prepare all of its students with the language, frameworks, and history to understand these difficult topics. I understand the apprehension that sometimes arises when discussing racial inequality and violence with children; however, we must believe in our students' capacity to encounter and process difficult ideas and emotions. Additionally, some students are already learning these concepts by simply living in this world as black people. It is the duty of educators to ensure that all students understand the urgency of actively fighting racism and moving towards an equal and just society. We must move towards education that is equal parts inspirational and aspirational. I believe that Resolution #19/20-21 moves the Fullerton School District in that direction and that is why I urge the Board of Trustees to adopt Resolution #19/20-21. But it is crucial to remember that this resolution is only an initial step--it cannot be the end. The Fullerton School District must do more to actively counter centuries of violence. These tasks are difficult and the work will not be easy, but our children are worth that and so much more.

If you need to reach me for anything, then please do not hesitate to email me (fernando.rojas@yale.edu) or call/text me (714-726-7042).

Sincerely, Fernando Rojas

No. 37:

Open Letter to the Fullerton School District Board

June 9, 2020

Dear Colleagues:

The police killing of George Floyd and the response by young people has brought discussions about how African American children are educated and socialized in schools. Teacher organizations, school boards, the local news and community members have acknowledged the presences of systematic racism in the society and many have reached out to their African American colleagues, written blogs, or have taken to the street with their show of solidarity. It is time for teachers, principals, and pubic school stakeholders to engage in introspection regarding systematic racism in schools and classrooms.

African American students' struggle in schools has been well document and framed by barriers of systemic racism in schooling policies, pedagogical practices, and teacher-student interactions. African American students are suspended at higher rates (https://www.brookings.edu/research/2017-brown-center-report-part-iii-race-and-school-suspensions/), seen as adults and requiring severe punishment (https://www.apa.org/news/press/releases/2014/03/black-boys-older), and placed in special education when they reject the Eurocentric pedagogical practices and norms that dominate classrooms (https://nces.ed.gov/programs/raceindicators/indicator_RBD.asp). In the face of this hostile context, many African American students go on and become extremely successful. I am an example of a student, who in the third grade was placed in special education, was suspended from school once, and was placed in a remedial fourth grade course the following year. I went on to graduate high school with a 4.09 GPA, majored in cell molecular biology, received my doctorate at the University of Southern California, and currently hold the position as Secondary Science Coordinator at California State University Fullerton. There are many African American teachers, scholars and researchers with similar stories. This nonsense has to end.

It is time for districts, schools, teachers, professors, and colleges to take responsibility for what is not working and our contribution to the disenfranchisement of African American students. The systematic humiliation, dehumanization, and forced assimilation of students is hurting us as a country. The focus on policing Black bodies takes away from real pedagogical, community, and disciplinary literacy innovation. A review of the NAEP data on student achievement will demonstrate to you that systematic racism hurts ALL children (https://www.nationsreportcard.gov/reading/nation/scores/?grade=4). There is no demographic of student that reaches NAEP proficiency in reading or math. However, as a biology teacher of 14 I, along with some of my outstanding classroom colleagues, were able to get African American and Mexican American students proficient in biology and physical science.

I am proposing that we begin a serious discussion of systematic racism in school and classroom practices and that we take responsibility for our contribution to systemic racism in our society.

Thank you for considering my proposal

Antoinette S. Linton Associate Professor California State University, Fullerton alinton@fullerton.edu

No. 38

Public Comment No.

I am in support of the proclamation that Black Live Matter. The has been a educational not only for myself but for my kids. I hope that you as a School district can acknowledge your support in solidarity to both the historical and current injustice to African Americans. We as a district should welcome inclusivity and equality. Please adopt the proclamation being proposed.

Thank you

The Talavera Family,

No. 39:

Board President and Trustees.

Thank you for putting up for discussion the resolution on BLM.

If there ever was a time when you needed to assure our residents that you understand what is going, that you are willing to take additional necessary steps to make sure that all our students and residents feel safe, this is the time. Please vote in support of the resolution.

Respectfully,

Jesús Silva

No. 40:

Thank you for your continued leadership for Fullerton students and district staff. I support your resolution to declare that: the lives of Black students matter and that the district participate in the National Black Lives Matter At School Week from February 3-7, 2021 AND in the first weeks of instruction of the 2020-2021 school year.

Thank you, Jose Trinidad Castaneda Fullerton Resident

No. 41:

My name is Juliette Fiber-Ostrow, I am 9 years old and entering the 5th grade at Hermosa Drive. I support curriculum that teaches racial diversity, I believe everyone as equals or should be equal. I think police brutality it cruel, violent, and unnecessary.

Sincerely, Juliette

No. 42:

Hello FSD Board,

I am writing today to express my Support for RESOLUTION Proclaiming Black Lives Matter. Although it has be polarized as controversy issue, I believe now is the opportunity for FSD to take proactive role in healing our community.

We first must recognize that Black Lives Matter because African Americans in our communities have expressed to me they feel attacked. Let's make progress on this by acknowledging their voices are heard. Then let's make positive steps that FSD has started in education, African American studies, history seminars on civil rights, and Jim Crow, and slavery.

Together we can make Fullerton better. Luis Huang

No. 43:

As a Fullerton resident and parent of children at Acacia Elementary, I am writing in support of the Fullerton School District's *Resolution Proclaiming that Black Lives Matter*. I recognize the effort made by institutional statements that denounce the murders of Black people at the hands of law enforcement and the attempt to empathize with the victims of racial violence. However, I also find it necessary to call attention to the shallowness of such statements when the lived experiences of persons within those institutions are fraught with negative racialized experiences and little or no support to address these and the adverse impact they have. I feel that the *Resolution* is an integral step toward constructive dialogue and action about structural racism and I ask that you give ongoing space for our FSD administrators, teachers, and students to learn with and through complexity and without fear of judgement. All schools in FSD should participate in the national Black Lives Matter At School Week from February 3-7, 2021 AND in the first weeks of instruction of the 2020-2021 school year.

To add to my previous comment: I am writing in strong opposition to the two proposed resolutions on tonight's agenda (the Resolution Calling for Solidarity with the Black Community against Racial and Social Injustice and the Resolution Calling for Solidarity with the Black Community). I firmly stand in support of the *original* Resolution Proclaiming that Black Lives Matter, proposed and tabled at the June 9th meeting.

Sincerely, Denise Butalid

No. 44:

As a resident homeowner of Fullerton (819 West Fern Drive) and a professor at California State University, Fullerton, I want to voice my strong support for RESOLUTION #19/20-21 PROCLAIMING BLACK LIVES MATTER. I can imagine that there might be some opposition to this resolution, but considering Orange County's historical and current connection to White Supremacy movements, I believe passing Resolution #19/20-21 would be an important step forward in racial healing.

An ever-increasing body of education and social science research suggests that the kinds of educational efforts noted in Resolution #19/20-21 are good for student and they can be done successfully very early in life.

So, please accept this email as a strong sign of my support for Resolution #19/20-21, Proclaiming Black Lives Matter.

James Ruby, PhD

No. 45:

I am a psychologist, professor at California State University Fullerton, and a mom of a 12th grader and an 8th grader. I urge you to support the resolution in support of Black Lives matter. Research shows that very young children begin developing ideas about race and racism but are offered very little education or opportunity to engage in constructive dialogues with others, particularly in school. This lack of education is harmful. Offering this kind of education is an important step in working to combat racism. The Black Lives Matter at School curriculum is developmentally-appropriate for K-8 kids and used in school districts around the country. Please support the implementation of Black Lives Matter At School Week from February 3-7, 2021 and support this resolution.

Thank you for your consideration.

Warmly, Sapna Chopra

No. 46:

As a parent of children in the Fullerton School District, I strongly support the Black Lives Matter Resolution. I believe including Black Lives Matter curriculum will be beneficial to all students within the district.

Signed, Dr. Joe Carlin

No. 47:

Dear Fullerton School Board Members,

As an alum of Fullerton schools and long-time resident of the city of Fullerton, I am urging you to pass the resolution proclaiming that Black Lives Matter at your next meeting.

I also encourage the Fullerton School District to incorporate a Black Lives Matter week into the curriculum every February and at the beginning of the 2020-2021 school year. Sincerely,

Faith Forcucci-Morris

No. 48:

My name is Camille Heranandez and I have been a Fullerton resident & registered voter for a decade. I am sending this message in support of the education board adopting item *Resolution Proclaiming that Black Lives Matter*.

As a Black mother in Fullerton with children entering the FSD I am enthusiastically in support of educating future generations on the institutional, structural, and interpersonal racism within this country. The front of your website boasts "Great Schools, Successful Kids" however, those words fall short if FSD is not utilizing anti-racism within the classroom to equip the next generation. This resolution is the first step in a long journey of dismantling systems of oppression that are blatantly within FSD. (I'd be happy to provide examples upon request.) I strongly urge and hold FSD accountable to take this first step towards developing our young leaders to do better than the ones of the past.

Sincerely, Camille Hernandez

No. 49:

Public Comment by Sharon Kennedy regarding June 23, 2020 BLM Resolution

I fully support the FSD Black Lives Matter resolution as a Fullerton resident and a white grandmother of black, Korean-, and Filipino-American children, and with family members of Mexican decent.

I want to thank Trustee Jeanette Vazquez for her continued efforts to bring civil rights history, and inclusion to the Fullerton School District. Thank you also to Trustee Aaruni Thakur for your motion to at least continue the final decision to the June 23rd Board meeting where I hope all trustees will get on board and pass the Black Lives Matter resolution. It is certainly telling that these actions were taken by the two trustees of color on the board - though at least Thakur's motion to continue the decision to the next meeting was supported so that the board majority has another chance to do the right thing.

We are at another turning point where we have a chance to take a step in facing and ending racism - the BLM resolution is a start. As evidenced by the overwhelming majority of the 60 public comments from the June 9, 2020 meeting, racism is an ongoing issue in our school district. Please pass the BLM resolution and do not cut off public comments - in fact all trustees should read all the comments.

It was an embarrassment at the June 9th FSD Board meeting that the BLM resolution did not pass and that trustees Janny Meyer, Hilda Sugarman, and Bev Berryman were actually in favor of limiting public comments. This appears to make lip-service of the June 11, 2020 district letter that was signed by all trustees in support of the BLM movement.

Civil rights history is poorly taught in most school districts. In Fullerton, most residents are unaware of the institutional racism that occurred here or that we have important local civil rights heroes who stood up to end the then legal redlining housing discrimination, as in the Alex Bernal successful court case, and the Gonzolo & Felicitas Mendez successful court case which led to the end of legal school segregation.

It is unacceptable when the true history of local and nationwide civil rights heroes and movements to end racism are not honored. I was disgusted by the board majority action years ago in turning down recognition of civil rights hero Cesar Chavez as being too political. Let's not see a repeat of that poor decision.

Also please share with all district teachers the following link which provides excellent free anti-racist curriculum specific to many topics. https://www.tolerance.org/

And the following link which is specific to teaching about the Black Lives Matter movement: https://www.tolerance.org/magazine/summer-2017/why-teaching-black-lives-matter-matters-part-i

Please make my comment part of the permanent record on this issue.

Thank you, Sharon Kennedy / Fullerton

No. 50:

My name is Madison. I am a born and raised Fullerton resident, and I love my city I attended Acacia, Ladera Vista, Troy High School, and now Fullerton College. I would love to see the Fullerton School District teach our students about the Black Lives Matter movement in great depth. I believe education is the greatest tool we can give out young people in order to achieve a more empathetic and kind generation. I look forward to the positive impact this change will bring!

Thank you for your time. Kindly, Madison Broussard

No. 51:

If we are looking at teaching the most valuable (valuable to their lives via earning potential) parts of history and it includes these things, then great. But time in the classroom is limited (which means adding 1 thing removes time to talk about another), and thus we must keep our kids focused on the most valuable learning materials possible lest our children be less educated than children from others places and fall behind.

Examples:

Inventions of the Improved traffic signals, or the zig-zag stitching pattern on sewing machines (still used widely today)...

If these "would be added" things are not as valuable as what is currently there then there should be no changes made. Changes to curriculum must always be to the greater benefit of our kids, and not due to political bias or political pressure.

No. 52:

Dear Fullerton School Board Members,

As a long-time resident of the city of Fullerton, I am urging you to pass the resolution proclaiming that Black Lives Matter at your next meeting.

I also encourage the Fullerton School District to incorporate a Black Lives Matter week into the curriculum every February and at the beginning of the 2020-2021 school year.

Sincerely,

Jennifer Forcucci-Marzluf

No. 53:

Dear Fullerton School Board Members,

My name is Brenda Price, and I have lived in Fullerton since 2006. As a white mother to a 3 year old daughter, it is very important to me that she is raised to be anti-racist and to love and embrace diversity. My husband and I are teaching her these values in our home, but it's also crucial she learns this in school. Please consider adapting The Resolution into the 2020-2021 school year, and the years following. I'm looking forward to my daughter starting school soon, and it would make me so proud to know our city is doing their part in ending racism and giving Black Lives Matter the platform it deserves.

Sincerely, Brenda Price

No. 54:

Dear Fullerton School Board,

I am writing to respond to the letter emailed by the Board to parents in English-Only on Thursday June 11, 2020.

I am the parent of a graduating eighth grader in the district. I am White, middle class and queer. I am an artist, teacher and cancer survivor. I am the founder of a non-profit focused on the emotional well-being of families impacted by cancer, other traumas and hardships.

While it is important to recognize through words a commitment to supporting Black lives and ending systemic racial injustice in policing and education, these words are not enough.

While it is important to be kind and caring as a district, kindness is not enough.

While I understand the Board would like to consult with parents via multiple school district committees for community response to racism, this consultation cannot wait.

There are actions the district can and should take immediately, actions that do not depend on community opinion or approval. These are actions that have been adopted in many other districts, in California and other states that

show through direct action district commitment to end racism in policies and practices. We are fortunate to have ample resources to draw from—organizations who specialize in educational leadership, diversity education, and anti-racist education. I share some of these resources at the bottom of my letter.

I am raising my voice against racial injustice when I see it, as you the Board say you will do when you see racial injustice. I am

asking the Board to make its actions consistent with its words. I am asking you to educate yourselves about the how school board can lead the way through specific actions at the district. Such as:

1. Email all district communication in the languages of your

families. It is not enough that there are translations on the district site. That **this** letter, focused on FSD commitments to anti-racism, was not emailed in Spanish in addition to English, as well as other major languages spoken in our district, restricts access to the message you are sending. It also weakens the impact of your message. Those families who are disproportionately affected by racism in the district are Spanish speaking and are economically disadvantaged. 2. Survey families about their experiences with racism, other oppressions, exclusions, bias-based bullying and inequality in the district. 3. Make an anti-racism board resolution or policy in

conjunction with requiring a district plan, school plans, classroom plans, and family engagement plans (See Albermarle County Public Schools sample below) 4. Communicate your plan with the school community. For

example, create a "First 100 Days of School" initiative with key anti-racist goals and specific actions the district will take. 5. Examine current district policies and procedures for their

racist impact.

- What is the relationship between poverty, race, and inequitable school funding in the district?
- How does school Foundation funding widen the opportunity gap between rich and poor schools in the district
- How does curriculum omit the histories and lives of families of color in the district?
- How are family languages omitted, ignored and not honored in the district?
- How does the omission of addressing injustice, exclusions, prejudice, and bias-based bullying perpetuation injustice?
- How can we transform family-school committees and groups (PTA, DELAC and ELAC) so they do not perpetuate inequities and exclusion, but become spaces for parental empowerment toward anti-bias and anti-racist goals. 6. Create welcoming environments in the schools through the

representation of diverse families and languages, as well as encouraging parents to lead initiatives that address concerns about inequity, and which communities have a lack of access to resources or influence in schools and the district. 7. Address racist trauma and other discriminatory traumas by

creating trauma-informed schools and allocating funding for K-8 counseling 8. Ensure social-emotional learning curriculum includes anti-

bias goals (Derman-Sparkes and Edwards, 2019) 9. Create a district web resource on Fair, Accurate, Inclusive

and Respectful (FAIR) Education with resources for parents, teachers and students. (See Sacramento City's sample below), and utilize the CA Social Studies Framework, revised to include FAIR requirements. 10. 10. Budget for diversifying all school libraries and utilize anti-racist book lists to guide book selection 11. 11. Proactively recruit and retain teachers and

educational leaders of color and bilingual teachers and educational leaders. 12. 12. Embrace tough conversations.

- Create conditions in which teachers can become anti- racist (Ferlazzo, 2020)
- Break stigmas and silences through district-wide discussions of racism, sexism, homophobia, classism, and able-ism
- Provide professional development for teachers and administrators about invisible whiteness and being a White teacher or administrator to students of color (Brazas and McGeehan, 2020; Wright-Elson, 2020).
- Provide resources, professional development and family/school opportunities to discuss racism in district and community
- Utilize the district relationship with Fullerton Police to advocate for #8Can'tWait policing reform policies

While you may see the district as a place where "Black communities and communities of color are safe at school and free from racism and discrimination," this stance is at best for optics and at worst perpetuating daily emotional, intellectual and physical violence that students and families experience as a result of racism and other interlocking oppressions. Personally, I have been told as a parent that my ideas for implementing a diversity week with an antibias framework were not welcome at our Fullerton district elementary school. I watched as teachers were pulled from receiving professional development in the Welcoming Schools program, which includes family diversity, LGBTQ and gender diversity inclusion, and learning about bias- based bullying. When I advocated for revisions to district forms, using non-discriminatory language regarding gender, the district promised changes would be made, only to find they were not changed systematically. In the last two years, I have seen junior high teachers grapple with culturally unresponsive curriculum and inadequate support to successfully engage students of color as their awareness grows about the injustice of systemic violence against people of color in the United States.

The only way we can enact an anti-racist future for our schools and in our communities is to talk about how we are personally and professionally complicit in racism, and then identify ways to make concrete change.

I think when quoting Dr. King, we need to identify specific actions we can take as parents, educators, principals, district administration, and the school board to address racism at every level of schooling: in policies, procedures, curriculum, instruction, interpersonal relationships, and individual self reflection. It is only through direct, consistent, sustained anti-racist action that we can realize Dr. Martin Luther King Jr's dream.

Thank you for your time, consideration, and active commitment to ending racism in Fullerton School District.

Sincerely

Sharon Fances

No. 55:

Dear Fullerton School District Board members,

Thank you in advance for reading my comment. I am a parent in FSD with two children. I listened to the board meeting two weeks ago until 1140pm. I must admit I was very saddened to hear our board not be a united group working together. We are all living in a volatile, stressful and unpredictable times. However, our students need the consistency, structure and predictability that school brings and in light of so much preparation and work that is ahead of all of us, I found it so disappointing to hear the disagreement and the lack of unity. I do not believe this is the time for division or an agenda on behalf of any board member. Now more than ever, it requires all of us including the school board to think about the collective community it serves which is our CHILDREN.

Thank you again, I hope that you will continue to be more cooperative with one another and do what is best for ALL students, not just a segment of a select group.

Sincerely, Cathy Carley

No. 56:

We, the members of Fullerton Republican Women Federated have always been supporters of the Fullerton School District, all of its students and staff.

We believe that racism in the United States, California and Fullerton has always existed, and we abhor any racist behaviors, words, unkindnesses and that the District should always work toward ensuring that both codified, and behavioral racism be erased from our District, and that all children and staff should always be protected from it.

We additionally believe that all available data, supports the truth, that both institutional and behavioral racism has been on a consistent, linear decline in our country over the past several decades, and that particularly, legitimate, codified institutional racism has all but been eliminated from the Fullerton School District specifically. However, we are sensitive to the feelings of all families and staff, and agree that extra care and consideration should be given to taking steps to ensure a sense of safety and security for all.

We additionally believe that black lives in this country do matter, every bit as much as any lives, that human life is sacred, and that it is morally incumbent upon all of us to treat all human beings with dignity.

Having said that, the mission of the Fullerton School District is to utilize the resources allocated it by the taxpayers of this city, state and country, to well educate all of our children, without regard to race, creed, or country of origin. We believe there to be a difference between the important and truthful statement that black lives matter, and the political movement, characterized by blacklivesmatter.com, which is absolutely a highly political organization, which holds, advocates for, and propagates some beliefs with which we strongly disagree, including statements like the one on their website which states, "We disrupt the Western-prescribed nuclear family structure requirement by supporting each other as extended families and "villages"."

This organization immediately characterizes the death of any black American at the hands of a policeman as murder, prior to any investigation or due process, and rejects any conclusion other than murder as racism. It encourages the false notion, that all circumstances and challenges befalling black Americans are not only entirely caused by overt, institutional and subconscious white racism, but there is little black Americans can do about this, without government intervention.

We believe that it is wrong that the Fullerton School District would allow itself to be hijacked by a divisive political movement, by having a minority of its Trustees attempt to publicly shame a majority of Trustees into demanding a vote on highly charged, political agendas.

We ask for strength and courage from our Board member who believe that all forms of racism should be kept out of our schools, and that our District should not be used as a pawn of any extreme political movement. Do not negotiate middle ground concessions to extremes movements. Simply refuse to have our District drug into them.

I strongly urge you to not take action on the resolution before you.

Sincerely,

Andrea Paddock

Fullerton resident and parent of a former FSD student, grandparent of 2 current FSD students

<u>No. 57:</u>

Dear Fullerton School Board Members,

I am a Troy High School graduate (class of 2013). Troy was foundational in my academic growth and necessary in my trajectory in college and beyond. I love and appreciated my time at Troy like nothing else, but I cannot stay silent about the racism My classmates and I experienced.

I had teachers deny why the American civil war happened and the meaning of the Confederate flag. I've had teachers celebrate presidents who supported slavery and the genocide of Native Americans (acknowledging what these presidents did is not enough). Teachers made racially coded comments on how Troy was a "better" school because of our demographics (mostly affluent white and Asian students). These are all racist doctrine TEACHERS fed to us. With no curriculum to reference for anti-racist studies, this will confuse to happen.

A lack of curriculum around anti-racist work and ignorant teaching creates ignorant students. It is important to start this kind of educational work as young as possible to avoid the kind of racism my classmates and I faced. One of my closest friends was subjected to years of racist comments around being black: stereotypes around her liking fried chicken, being loud, being less intelligent, etc. She thankfully graduated and went on to earn a bachelor's in chemistry at UCR.

Not beat around the bush, Troy is basically shown off as Fullerton school district's academic crown. Many of us go into STEM, a field that is mostly male and hostile toward minority women. Troy students can be a new class of doctors who end the high rates of mortality for black mothers, who promote diversity at companies they work for, and black Troy students deserve to know their lives and education matters. Troy students can and will make a difference if they were taught to be humanists in college.

So please, support this education initiative and have it pass.

Sincerely,

Rhea Manglani

No. 58:

As an OC resident, I support Fullerton Elementary Unified School District's resolution proclaiming Black Lives Matter. Item 20., Resolution #19/20-21.

Mary Forbes

No. 59:

Dear Fullerton school board,

My name is Costa, next year I will be in seventh grade at Ladera Vista. I spent grades k-3rd at rolling hills, and grades 4th-6th at hermosa drive. I have had an amazing experience with the Fullerton school district. I have made many friends, been given some amazing opportunities, and just overall been thriving.

Unfortunately, I have found this district's ethnic studies to be lacking. When I learned about the missions they were glorified, and the perspective of the Native Americans was never formally touched on. We are taught to believe figures like Christopher Columbus are heros, yet we are never told of the many crimes he committed. I need you to ask yourselves if teaching this whitewashed curriculum that leads to many gaps in our education, is really the best for anyone?

The recent BLM movement has really brought to light the many struggles the African American community faces. I would like to learn more about this, and I know all my peers will benefit from having a trusted source of information on this topic.

I am positive that me and my peers would rejoice to see our district take a step in the right direction by passing resolution #19/20-21. It would be amazing to see our district provide a great education that shows all perspectives.

Sincerely, Costa

(Respectfully submitted by parent - Mia Sevier)

No. 60:

My name is Vetta Martin. My 3 older children have been in the Fullerton school district since 2007. They started at Rolling Hills in MP3, moved on to Ladera Vista Jr High, and then attended La Habra High school. My youngest is now in 1st grade at Rolling Hills.

I am writing to thank you for addressing the importance of Black Lives Matter and for the plans to implement ethnic diversity training and curriculum. It is vitally important that students be taught about racial and ethnic diversity, but I would add religious diversity as well, which should include Judaism. On behalf of a friend whose children encountered anti-semitism at Ladera Vista, I would suggest that this issue be a priority in the curriculum that will be implemented in our schools. (While assuming Judaism would be included in the new curriculum, I just wanted to make sure.)

There is no place for hatred, discrimination, racism, or anti-semitism, and while I believe training starts at birth in the home, it is imperative that our students learn about tolerance, kindness, and acceptance for all. As a parent, I am educating myself about things like Black history, my white privilege, systemic racism, (and many more "isms",) and I am dedicated to continue to learn, grow, and teach my children.

We've been in denial way too long. It's time for change. I'm proud of Fullerton for being part of the change and I hope to hear about many more ways we can make our children's lives and futures better, especially those who have suffered long enough due to racial, ethnic, and religious discrimination.

Thank you for taking the time to read this.

Sincerely, Vetta Martin

No. 61:

My name is Christine Lim I am a CSUF alumni (Class of 2016). I am writing to ask you to **pass Resolution #19/20-22** in support of the Schools and Local Communities Funding Act of 2020. Schools and Communities First is important to me because I want our Fullerton community to receive the funding and resources they deserve.

As we are bracing for budget cuts on K-12 education, this act would bring \$12 billion in funding into our schools and communities. This act would help create an education system that is properly funded to meet the needs of low-income families and communities of color.

Once again, I am asking you to pass Resolution #19/20-22 in support of the Schools and Local Communities Funding Act of 2020. Thank you for your time and consideration.

Sincerely, Christine Lim

No, 62:

Dear Fullerton School District Board,

My name is Adriana Jin Park and I am a Fullerton resident with the organization, Ahri for Justice. I am writing to ask you to adopt a resolution in support of the Schools and Local Communities Funding Act of 2020. Schools and Communities First is important to me because schools and communities need additional support now more than ever. I am a newlywed Fullerton resident and I plan to raise a family in this district. However, I am deeply concerned about the lack of resources our schools and communities of color are facing. My Korean American community in Fullerton is aware of this resolution and as parents and community members, we are all in support of Schools and Communities First. We must invest in our children, our communities, and our future starting now with your support.

As we are bracing for budget cuts on K-12 education, this act would bring \$12 billion in funding into our schools and communities. This act would help create an education system that is properly funded to meet the needs of low-income families and communities of color.

Once again, I am asking you to adopt a resolution in support of the Schools and Local Communities Funding Act of 2020. Thank you for your time and consideration.

Sincerely,

Adriana Jin Park

No. 63:

I am a current graduate student at CSUF.

I urge the school board to vote in favor of including Black Live Matter in its curriculum. While this resolution is not a solution to systemic racism it is an ESSENTIAL first step for change to take place. Recognizing Black Lives Matter is a tangible action the school district can take to combat historic racial injustice. As a graduate student at CSUF, my eyes were open to long-standing racism and oppression against Black people through the courses I've taken. Schools can be a vital method for educating the public, especially our future generations, to help adapt an antiracist mindset. If the Fullerton School District is committed to supporting Black students and the Black community, it would vote in favor of this resolution.

Thank you, Michelle Okawa

No. 64:

Dear Board of Directors,

Hello. My name is Park Hye-won . I am a fullerton resident . We are writing this **to pass the** 2020 "School and Community First" funding support **resolution #19/20-22** . The "school and community first" initiative is important to me because more support is needed for schools and communities in my region than ever before.

At the present time we are preparing to cut the K-12 education budget, this measure will bring \$12 billion in funding to our schools and communities. The measure will fund low-income families and colored communities to help create an education system that can get the right things.

I would like to ask you again to pass resolution #19/20-22 of the "Schools and Communities First" funding support plan in 2020 .

Thank you. **Hyewon Park**

No. 65:

My name is Jonathan Espinoza and I am student at CSUF. I am writing to ask you to **pass Resolution #19/20-22** in support of the Schools and Local Communities Funding Act of 2020. Schools and Communities First is important to me because it would help fund our schools and could specifically help allocate resources to low income communities of color.

As we are bracing for budget cuts on K-12 education, this act would bring \$12 billion in funding into our schools and communities. This act would help create an education system that is properly funded to meet the needs of low-income families and communities of color.

Once again, I am asking you to pass Resolution #19/20-22 in support of the Schools and Local Communities Funding Act of 2020. Thank you for your time and consideration.

Sincerely, Jonathan Espinoza

No 66:

Dear Board of Directors,

Hello. My name is Park Hye-won . I am a fullerton resident . We are writing this **to pass the** 2020 "School and Community First" funding support **resolution #19/20-22** . The "school and community first" initiative is important to me because more support is needed for schools and communities in my region than ever before.

At the present time we are preparing to cut the K-12 education budget, this measure will bring \$12 billion in funding to our schools and communities. The measure will fund low-income families and colored communities to help create an education system that can get the right things.

I would like to ask you again to pass resolution #19/20-22 of the "Schools and Communities First" funding support plan in 2020.

Thank you.

Hyewon Park

No. 67:

Dear Board of Directors,

Good morning. My name is Adriana Jin Park . I am a fullerton resident and I work with the Ari group . We are writing this **to pass the** 2020 "School and Community First" funding support **resolution #19/20-22** . The "school and community first" initiative is so important to me because more support is needed for schools and communities in my region than ever before. I think the school and the future of our children will brighten up when schools in Fullerton need the necessary support. I started my newlyweds in Fullerton with my husband, and I will continue to have children and build a family. One thing to worry about as a Fullerton resident and future mother is that the schools and colored communities in our community are not receiving the deserved support. How can this be? Schools and communities are the most important foundation of a region. For Fullerton's bright future, **we ask that you pass the** "School and Community First" funding support **resolution #19/20-22 in** 2020 .

At the present time we are preparing to cut the K-12 education budget, this measure will bring \$12 billion in funding to our schools and communities. The measure will fund low-income families and colored communities to help create an education system that can get the right things.

I would like to ask you again to pass resolution #19/20-22 of the "Schools and Communities First" funding support plan in 2020 .

Thank you. Adriana Jin Park

No. 68:

My name is Haseena Mirza and I am a resident of Fullerton. I am asking that you pass the Resolution Proclaiming Black Lives, Resolution #19/20-21 We need to show as a community that we value black lives and will do our part to end systemic racism. Haseena Mirza

No. 69:

Dear FSD School Board President Vazquez, FSD Board of Trustees, Dr. Pletka, and FSD Executive Cabinet,

I came to the Fullerton School District more than 15 years ago, initially as a parent, and eventually as an educator. During this time, I have always felt that I had a voice and that I would be listened to with the utmost respect, no matter the subject, good or bad. However, what I listened to during the June 9th Board Meeting, and the overarching conduct that ensued during the Public Comment portion of the meeting, was nothing short of flabbergasting. After five hours of listening to the discord amongst the Board Members, I finally signed off at 11:15 pm, entirely shocked, and quite frankly, embarrassed and saddened for all of the participants.

I support the Black Lives Matter movement, as what happened to Mr. Floyd was nothing short of disgusting and disgraceful. Further, I encourage the *collaborative* development of an age-appropriate cultural sensitivity and awareness education program to provide further information to our students. However, the problem we are facing extends beyond one race, a single religion, a gender, or declared sexual orientation. As a parent and teacher, I have witnessed all races, beliefs, and genders act insensitive toward one another, and in some cases, downright cruel. And as a teacher, I have never allowed something I have personally witnessed or something that has been reported by a student to be brushed under the carpet. In the years I have been teaching, just a few of the topics I have taught my students include the mistreatment of indigenous people, slavery, the Holocaust, women denied the right to vote, Japanese internment camps, Civil Rights, and about building walls at our borders and deportation. However, with each teachable moment, I have an overarching theme and intended outcome - the promotion of equal treatment, having mutual respect, and imploring overall kindness to one another as human beings because we all matter!

The bottom line, the proposed resolution and resulting education program should be more than Black Lives Matter. This resolution should be about creating an overall culture in our community that shows sensitivity, appreciation, respect, and kindness toward all human beings!

In closing, dare I say that what I witnessed at the June 9th Board Meeting was a perceived preconceived agenda to get a resolution passed, with little thought or consideration of what the end goal should be for our community, and most importantly, for our children. I heard several Board Members show extreme sensitivity for Black Lives Matter, yet struggle with the lack of respect and the abuse of power. The lack of unity amongst the Board was very apparent, not only to myself but to a number of my Korean, Black, Latin and Caucasian brothers and sisters who contacted me afterward to ask me for my interpretation on what happened during those five hours of lost time where nothing was accomplished for our most important stakeholders, the children, especially at such a crucial moment in time when their education is in jeopardy due to Covid-19 and the resulting pandemic.

At this time, I kindly and respectfully ask for unity amongst our school leaders. This is not a time for disrespect or discord. We must lead by example, as our children and community are watching.

Respectfully yours, Angela Platon

No. 70:

I am writing in support of the FSD district and our staff at Hermosa Elementary. People with an anti-mask agenda have been extremely outspoken in their desire to reject science and go back to a normal way of life and I believe may also be speaking at this board meeting. While children may be less susceptible to the virus, they are not completely immune and may also carry it back to vulnerable elderly and adults they live with. With the United States still in the first wave of cases and over 122,000 dead, we must follow a conservative approach suggested by doctors who have actual experience in dealing with the virus. We must practice what is taught in schools and use the scientific approach to reduce the risk to our community as much as possible.

I applaud the initiative FSD has taken in researching ways to have children social distance in schools, but I know that it will be extremely hard to enforce especially with younger children. Please do not let the outspoken anti-science activists and purported doctors without true medical experience in dealing with the virus change the safe way our schools have been working to keep our children and families safe. Teachers did so much without any preparation time to provide distance learning for children last school year. Please support the teachers to continue to provide distance learning on a widespread basis. I know that some parents may need child care and so need the schools open, but please encourage most parents to find ways to do distance learning so the schools only have 30-50% of students on campus at any one time to assist them in staying appropriately distanced. Finally, a huge thank you to teachers who have done an amazing job and will also be in the front lines if there is any virus spread in the schools.

Thank you, Crystina Kazmier

<u>No. 71:</u>

Re: 6/23/2020 Regular Meeting Agenda Item 2p

Dear Board:

Please do not support the Schools and Local Communities Funding Act of 2020. This euphemistically entitled ballot initiative eliminates Proposition 13 protection for commercial property owners. Commercial property owners need Proposition 13 protection as much as homeowners. California is one of the most expensive places to own land and run businesses; already business owners are fleeing our state to more business-friendly states around this country. Focus instead on preserving education funding within California's budget. Please protect Prop 13!

Jennifer Fitzgerald, Parent

No. 72:

Since the 1960s, the Black Faculty and Staff Association of California State University, Fullerton has worked to create faculty and staff networks and connections with students, advocate for employees of African descent, and bring Pan African cultural events and activities to the University. Throughout our history, we have stood for equity and justice for all. We recognize the debilitating effect that miseducation has brought to our nation and local community, and as a result, we continue to be committed and resolved to the education of all regarding the unique history of our African and African American people, culture, and contributions to the world and particularly to the building of this nation – the United States of America. To this end, we are even more committed to and supportive of all efforts to move the agenda of education through ethnic studies, National Black Lives Matter at School Week, other cultural programs, education outreach and services for students, their families, communities, our faculty and staff and their families and communities, and CSU Fullerton.

Rochelle Woods

No 73:

I am a long-time resident of Fullerton and I have three children in the Fullerton School District and one in FJUHSD who was formerly in the FSD. I am writing to express strong support for the Resolution Proclaiming that Black Lives Matter, proposed and tabled at the June 9th meeting. The original resolution is a strong statement of support for the black community and the Black Lives Matter movement, an explicit denouncement of police brutality, and, most

importantly, it includes action items, like the incorporation of a Black Lives Matter week into the Fullerton School District curriculum. I have also reviewed the two proposed resolutions on tonight's agenda (the Resolution Calling for Solidarity with the Black Community against Racial and Social Injustice and the Resolution Calling for Solidarity with the Black Community). I am in strong opposition to both of these proposed resolutions, which are watered-down, ineffectual versions of the original. They propose no real changes and completely eliminate the phrase Black Lives Matter. It is not enough to simply "stand firmly in solidarity with the black community"—we must be willing to proclaim that Black Lives Matter and we must be willing to act accordingly. Why were all references to the phrase "Black Lives Matter" eliminated from the new proposed resolutions? Why are the authors of those resolutions unwilling to say that Black Lives Matter and unwilling to mandate that schools incorporate a Black Lives Matter week into the curriculum? Who are they worried about offending? Whose feelings are they protecting? If they are unwilling to say Black Lives Matter, I don't believe they think they do. Language matters. The two new proposed resolutions (the Resolution Calling for Solidarity with the Black Community against Racial and Social Injustice and the Resolution Calling for Solidarity with the Black Community) are, simply put, a capitulation to White Supremacy. What do I mean by that? I mean that they prioritize the comfort and feelings of the white community instead of taking a hard stand against antiblack racism. Now is the time for the Fullerton School District to take an unequivocal stand against anti-black racism in Fullerton schools, the Fullerton community, and the nation. They can begin to do so by passing the Resolution Proclaiming that Black Lives Matter. Please don't make me explain to my children—who are students in your schools—why you refused to do so.

Lana L. Dalley, Ph.D. Professor of English California State University, Fullerton

No. 74:

Dear FSD board,

As a parent of two current FSD students, as a FSD alumni and current FSD support staff, I am writing in hopes that the board will see the importance of promoting racial and ethnic studies in our district's curriculum. In light of the most recent issues, issues that have, quite honestly, been a constant throughout our nations history, it is of utmost importance that future generations are educated on the systemic issues that plague our nation. It's not a matter of teaching our children to be "color-blind", that in itself is a ridiculous notion of the privileged. We as people should see color and accept and embrace the unique qualities of different ethnicities and backgrounds and teach our children the great importance of our differences and how that contributes to the rich fabric of our societies and we must fight for equality for all and it starts at a young age and would truly be beneficial to teach our children while they are still young and perceptive and accepting of all.

Sincerely, Nina O'Connor

No. 75:

am a parent of two FSD elementary school children who are biracial (Black/White). I support the resolution proclaiming that Black lives matter.

-Ameena Qazi

No. 76:

Dear Esteemed Fullerton School District Board of Trustees,

AHRI for Justice represents residents, students, parents, and community leaders of Fullerton. On behalf of our members, we urge the Fullerton School Board Trustees to pass Resolution #19/20-22 in support of the Schools and Local Communities Funding Act of 2020.

From February to March, We called and surveyed residents in Orange County. Of the voters we talked to, 1,981 voters in Fullerton are in support of corporations paying their fair share. We urge you to **pass Resolution #19/20-22 in support of the Schools and Local Communities Funding Act of 2020**. As we are bracing for budget cuts on K-12 education, this act would bring \$12 billion in funding into our schools and communities. SCF would help create an education system that is properly funded to meet the needs of low-income families and communities of color.

Best,

Susan Cheng

No. 77:

My name is Jonathan Paik and I am a lifelong Fullerton Resident of 32 years. I am writing to ask you to pass Resolution #19/20-22 in support of the Schools and Local Communities Funding Act of 2020.

Schools and Communities First is important to me because I think that every student in the school district must have increased access to counselors and nurses that have continuously been underinvested in throughout my lifetime. As we are bracing for budget cuts on K-12 education, this act would bring \$1 billion to Orange County alone. We must ensure that in this time of potential cuts, public education and the support for every student in Fullerton is of utmost importance during this time. Once again, I am asking you to pass Resolution #19/20-22 in support of the Schools and Local Communities Funding Act of 2020.

Thank you for your time and consideration.

Jonathan Paik Resident of Trustee Area 2

No. 78:

My name is Lesley Velasco and I am a concerned Fullerton resident. I am writing to ask you to **pass Resolution** #19/20-22 in support of the Schools and Local Communities Funding Act of 2020. Schools and Communities First is important to me because it will provide an equitable education to low income communities of color and also bring more resources into our schools all throughout the district.

As we are bracing for budget cuts on K-12 education, this act would bring \$12 billion in funding into our schools and communities. This act would help create an education system that is properly funded to meet the needs of low-income families and communities of color.

Once again, I am asking you to pass Resolution #19/20-22 in support of the Schools and Local Communities Funding Act of 2020. Thank you for your time and consideration.

Sincerely, Lesley Velasco

No. 79:

I am a long-time resident of Fullerton and I have two children in the Fullerton School District. I am writing to express strong support for the Resolution Proclaiming that Black Lives Matter, proposed and tabled at the June 9th meeting. The original resolution is a strong statement of support for the black community and the Black Lives Matter movement, an explicit denouncement of police brutality, and, most importantly, it includes action items, like the incorporation of a Black Lives Matter week into the Fullerton School District curriculum. I have also reviewed the two proposed resolutions on tonight's agenda (the Resolution Calling for Solidarity with the Black Community against Racial and Social Injustice and the Resolution Calling for Solidarity with the Black Community). I am in strong opposition to both of these proposed resolutions, which are watered-down, ineffectual versions of the original. They propose no real changes and completely eliminate the phrase Black Lives Matter. It is not enough to simply "stand firmly in solidarity with the black community"—we must be willing to proclaim that Black Lives Matter and we must be willing to act accordingly. Now is the time for the Fullerton School District to take an unequivocal stand against antiblack racism in Fullerton schools, the Fullerton community, and the nation. They can begin to do so by passing the Resolution Proclaiming that Black Lives Matter.

Thank you,

brian mashburn

No. 80:

Please find enclosed my letter in support of the original Black Lives Matter Resolution; I have included the contents of the letter in the body of the text, as well as within the Word Document.

To the Fullerton School Board—

My partner and I are long-time residents of Fullerton; we have four children in the Fullerton School District. I am writing to express deep support for the original Resolution Proclaiming that Black Lives Matter, proposed at the June 9th meeting of the FSB. The original resolution is a strong statement of support for the black community and the

Black Lives Matter movement, a denouncement of police brutality (relevant given the track record of FPD... Kelly Thomas?), and includes the incorporation of a Black Lives Matter week into the FSD curriculum.

We reviewed the two alternate resolutions on tonight's agenda (the Resolution Calling for Solidarity with the Black Community against Racial and Social Injustice and the Resolution Calling for Solidarity with the Black Community). We are in vehement opposition to both of these proposed resolutions, which are watered-down, self-serving versions of the original. They propose no changes and (frustratingly) remove any connection to Black Lives Matter. It is not enough to "stand firmly in solidarity"—we must actually proclaim that Black Lives Matter, and act accordingly.

Language matters. All references to the phrase "Black Lives Matter" were eliminated from either of the alternate resolutions, which is ludicrous, given the motivation for the resolution itself. The authors of the decaffeinated resolutions are unwilling to say "Black Lives Matter" aloud, and unwilling to mandate that schools incorporate a Black Lives Matter week into the curriculum. If they are unwilling to say "Black Lives Matter," I don't believe they think that Black lives matter as much as the precious feelings of white people.

Again, language matters; please think about the specific use of language (a core skill taught in the FSD) when reading the next section.

The two new afore-mentioned proposed resolutions are a capitulation to White Supremacy. They prioritize the comfort of the white community, instead of taking a stand against anti-black racism. Resolutions do not have to be written by Neo-Nazis to promulgate a status-quo that holds white lives and feelings as of the most importance. The FSD must send a message against anti-black racism to our schools, our community, and our nation. The FSD must pass the Resolution Proclaiming that Black Lives Matter.

Please don't make us explain to our children—who are students in your schools—why you refused to do so.

No. 81:

My name is Kathy Kim and I am a Troy High School and recent CSUF alum. I am writing to ask you to **pass Resolution #19/20-22** in support of the Schools and Local Communities Funding Act of 2020. Schools and Communities First is important to me because as someone who has had the privilege of taking advantage of some of Southern California's most well supported public schools, I know that my experiences are not the same as others. While I was participating in the prestigious Tech program at THS, there were and continue to be an overwhelming amount of students at other public schools who do not get the same opportunities I did, students who have little to no access to courses that prepare them for the STEM and artistic routes. It is the duty of the education system to provide as many resources and as much support possible to prepare the youth, the next generation, to take on the next chapter of their lives, whether that be college or work or honestly, whatever that awaits them!

As we are bracing for budget cuts on K-12 education, this act would bring \$12 billion in funding into our schools and communities. This act would help create an education system that is properly funded to meet the needs of low-income families and communities of color.

Once again, I am asking you to pass Resolution #19/20-22 in support of the Schools and Local Communities Funding Act of 2020. Thank you for your time and consideration.

Sincerely,

Kathy Minji Kim

No. 82:

I am submitting the following public comment on behalf of 265 Fullerton School District parents, teachers and community members (see below for the names of all those submitting this collective comment).

Thank you, Alison Dover

June 19, 2020 (Submitted to FSD Board on June 23, 2020)

Dear Fullerton School District Board Members:

As parents, teachers, and community members in Fullerton School District, we are writing to voice our support for district-wide initiatives related to antiracist and Ethnic Studies education throughout Fullerton School District. We see these as critically important to the health, academic growth, and social emotional wellbeing of our children and our school district.

Specifically, we write in support of the following:

Resolution #19/20-21

We support FSD's proposed Proclamation That Black Lives Matter (Resolution #19/20-21, as introduced on June 9, 2020), as well as district-wide participation in nationwide Black Lives Matter at School Week. We also consider this a critically important statement in support of Black students, families and teachers throughout the District, as well as a far overdue expansion of curriculum related to Black History. District-wide participation in Black Lives Matter at School Week will provide all FSD students the opportunity to increase their racial literacies, ability to engage in respectful and effective conversations about complex racial issues, and promote academic, racial, and social equity within and beyond the classroom.

Formation of a Human Relations Task Force

FSD teachers, families, and students bring rich cultural, linguistic, experiential and professional expertise related to equity and diversity. We ask the District to formally include diverse FSD stakeholders as partners by forming a Human Relations Task Force (as has been done in other local districts, including Los Alamitos [https://www.losal.org/Page/7347] and Downey. Such groups can support and make recommendations to the District regarding equity, diversity, access and inclusion. Common charges include: analyzing site and district-wide equity data; selecting and prioritizing equity-oriented curriculum and policy; and developing and implementing professional learning and parent education.

Increased Implementation of Ethnic Studies Curriculum

California has long been a leader in preparing children to interact effectively across racial, cultural, and linguistic differences. In 2012, for example, the California Education Code was revised to direct all districts to adopt instructional materials that "accurately portray the cultural and racial diversity of our society," and explicitly include "...a study of the role and contributions of both men and women, Native Americans, African Americans, Mexican Americans, Asian Americans, Pacific Islanders, European Americans, lesbian, gay, bisexual, and transgender Americans, persons with disabilities, and members of other ethnic and cultural groups, to the economic, political, and social development of California and the United States of America, with particular emphasis on portraying the role of these groups in contemporary society" [1]. The 2016 California Social Science Framework [2] details how these topics should be integrated each year, with 2nd grade lessons about diverse families and 4th grade discussions of historical and contemporary civil rights struggles within and beyond California.

However, Fullerton School District has yet to widely implement Ethnic Studies Curriculum: a decision that leaves our children at a profound disadvantage. Ethnic Studies curriculum has a well documented impact on students' academic outcomes [3]; increases all students' racial literacies; and is increasingly required by high schools and colleges throughout California (including, as of June 2020, the entire California State University system) [4,5,6]. Early introduction to Ethnic Studies curriculum will both ensure FSD's compliance with statewide curricular mandates, as well as prepare FSD students to succeed in high school and beyond.

In these complex times, it is essential that parents, teachers, and administrators work collectively to promote equitable, effective, and inclusive school systems. We are enthusiastic in our support of FSD's steps towards creating affirming and academically rigorous environments for all our students, and look forward to partnering with you in the months to come.

Thank you- Alison Dover

Note: This list of 265 signatures is up to date as of 1:19 PM on June 23, 2020.

Alison Dover, Parent of 2nd and 5th graders (& School Site Council Member) at Beechwood School;

Associate Professor of Education at CSUF

Mia Sevier, Parent of 4th (Raymond) and 6th graders (Ladera Vista) and CSUF Professor

Lucia Alcalá, Parent of 7th grader (Beaty Middle School), and CSUF Professor

Sharon Frances, parent of graduated 8th grader (Ladera Vista Junior High)

Sapna Chopra, CSUF Professor

Blair Campbell, parent of 1st and 3rd graders (Beechwood) and Teacher at Beechwood School

Devon Moore, parent of 7th and 4th graders (Beechwood) and Beechwood Staff Member

Kira LeeKeenan, Fullerton resident and parent of 11th grader at Fullerton Joint Union high school

Katie McCormick Furey, parent to 2nd grader and Kindergartener (Beechwood)

Mallika Scott, Fullerton resident and parent of 6th and 8th graders (Beechwood)

Renee Stokman, Fullerton resident and parent of 3rd grader (Beechwood)

Lisa Winters, parent of 4, Golden Hill Elementary

Alexandro Jose Gradilla, PhD, CSUF associate professor, Ethnic Studies

Kelly Perkins, Fullerton resident and parent of 2nd grader and Kindergarten

Nicole Ledbetter

Amy Choi-Won (Beechwood, parent of 2nd, 5th, and 8th grade students)

Jon Bruschke

Aitana Guia, parent of a 3rd grader (Raymond) and CSUF professor

Erica Patmon (Mother to 6th, 3rd and K aged Beechwood students)

Freddi-Jo Bruschke (parent at Rolling Hills for 12 years, soon to be parent at Ladera Vista)

Marissa Phillips

Travis Varon

Rachel Giles, Fullerton

Cassaundra Harris, Fullerton

Jennifer Churchwell, parent of 11th grader at FJUHS and Beechwood staff member

Lauren Minor, FUHS class of 2008

Miguel Lopez

Cecilia Bidwell, Fullerton

Nathalie Dumont (Beechwood Parent of 7th and 4th graders)

Jennifer Liescheidt - Parks Jr. High, Acacia Elem.

Dayann Shepherd, Fullerton Resident and parent of Raymond Elementary students in 1st grade and TK

Anita T Revilla

Danielle Nava-Mijares

Marcia Taborga, Ph.D., Fullerton resident, business owner, and parent (LV and Hermosa students)

Susan Faber, Fullerton

Pricilla Bravo-Fullman — Fullerton High School

DeWayne Patmon (Beechwood, parent of a 6th grader, 3rd grader, and kindergartener.)

Megan Madera parent to a 2nd, 3rd and 5th Grader at Acacia (teacher at Sonora high school)

Thai Pham - Beechwood

Jessica Ramos, Fullerton resident and parent of 6th and 3rd graders at Beechwood

Trevor Wallace, FSD Alum

Nicole Ledbetter

Jeff Bonine, anti-racist educator

Stephanie Arriaga, Fullerton

Jessica Otero

Michelle La Rosa, Rolling Hills Parent

Dorian Ledbetter

John Kingsley

Ferran/Fernando Rodriguez-Valls

Magdalena Villalba, Fullerton

Jose Trinidad Castaneda, Fullerton community leader

Lauren Butler -Parent of 2 at Golden Hill elementary

Catherine Quirk-Hanneke, Fullerton

Suzanne Hill, Raymond

Jessica Castillo (Beechwood 6th grade, Woodcrest 2nd grade)

Jennifer Thien, Fullerton

Alison Masuko, parent of Beechwood 5th, 3rd and kinder students

Cara Baker- Beechwood Teacher

Matt Baker- Community Member

Hanna Kim - Resident and Parent of 3 FSD Students

Tony Dover, parent of 5th and 2nd graders at Beechwood School

Camille Hernandez, Fullerton

Kristen Chambers (parent of Beechwood students in 3rd and kinder) Fullerton resident and Sunset Lane

Staff Member

Tianna Barbosa, Fullerton

Marcella Calvillo: children attended Golden Hill and Ladera Vista

Stephanie Garabedian parent of 2 children at Rolling Hills.

Jennifer Pillon parent at Fullerton High School

Sarah Carter

Ruthi Hanchett, mother to two Raymond students

Eric Lane, Fullerton

Jody Agius Vallejo, Parent (Raymond Elementary DLA), Associate Professor, Sociology, USC

Audrey Miller, parent of 2 at Golden Hill

Patricia M. Gomez - Ethnic Studies Professor at Fullerton College and dual-enrollment instructor at La Vista High School

Tanya Garcia- parent of 3rd grader and Kindergartener, Raymond School

Mikayla Haugen (Fullerton Resident & Beechwood/FUHS Alum)

Lauren Butler -Parent of 2 at Golden Hill elementary

Lan Nguyen, Beechwood 3rd and 6th Grade, Ladera Vista Teacher

Iris Barquin (Raymond elementary)

Jamie Freeman- Teacher at Golden Hill Elementary

Mike Rodriguez, parent at Rolling Hills, Ethnic Studies Educator

Laura Watson, parent of 6th and 8th grade students at Beechwood and CSUF professor

Nina O'Connor(parent of 2 Golden Hill/Parks JH. FSD support staff)

Pam Finer-Ostrow parent of 5th (Hermosa) & 7th (Ladera Vista)

Cynthia Mata-parent of a 4th grader at Beechwood

Keiko Suda, parent of 1st grader (Raymond), 6th grader (Golden Hill)

Jessica Tucker- 3 Children Hermosa Drive

Deniz Fierro, Parent of 2 at Raymond

Nina Barr - parent of Golden Hill 1st grader

Troy C. Miller - FSD and FUHS Alumni

Colleen Ferreira, resident and parent of FSD

Ángel & Stephanie Valdes, Parents of 4th grader at Raymond

Susan Sy, CSUF Professor

Valerie Miller (Rolling Hills Elementary)

Jessie Peissig - Parent of 2 at Beechwood & CSUF Professor

Alia Cass-Parent at Raymond Elementary

Mayra Novasky, parent of an incoming 3rd and 6th grader

Kim Medlin, Fullerton

Rev. Sarah Averette-Phillips, Pastor at Brea Congregational United Church of Christ

Michelle Ritz, Teacher and Parent at Beechwood

Janel Falcon (Raymond Elementary)

Julie Nievas-Barajas, Parks Junior High and Golden Hill Parent

Ernestina Hernandez- Parent to a freshman and sophomore at FUHS

Jillian Nagler (Ladera Vista teacher)

Erica Marquez (Raymond Elementary)

Rose Bakh (parent at Beechwood)

Victoria Martinez - parent of 2nd grader in Raymond Elementary DLA

Amber Rose González, Ethnic Studies Professor & Chair, Fullerton College

Yesenia Alvarez, child is a second grader at Raymond

Danielle Zacherl, Parent of a sophomore at Fullerton Union High School and CSUF Professor

Mikyong Kim-Goh - former school site council member; children graduated from Laguna Road Elementary &

Parks Jr High; CSUF Professor

Melissa Warstadt, CSUF instructor

Lisa Holton, Fullerton

Denise Mercado (Sunny Hills and GoldenHill parent)

Rose Bakh (Parent at Beechwood)

Denise Bacher - Teacher at Richman Elementary

Sophie Madden- parent of 6th graders at Golden Hill ES

Bennett Billard, Alum, Class of 2007, Academy of the Arts

Kalli Elliott, Fullerton

Christine Casas-parent FUHS

Mikyong Kim-Goh - former school site council member; children graduated from Laguna Road Elementary

and Parks Jr High; CSUF Professor

Jessica Sober, Fullerton Resident / Substitute teacher

Luis Perez, Fullerton

Rosie Kar, PhD. Lecturer, Fullerton College, Department of Ethnic Studies

Edwin Falcon, Fullerton

Josephine Pham, Fullerton

Olga Mejía, Rolling Hills Elementary, CSUF Professor

Jasmin, Fullerton

Dinorah Ramos

Daisy Corona

Denise Bacher - Teacher at Richman Elementary

Maricela Olvera- Raymond Elementary

Leslie George Perez- Beechwood - 6th grade

Mark Ellis, Ph.D., NBCT, Fullerton

Rea Joshi

Amy Reber- Beechwood Parent K & 2nd

Maria Grant

Angelica Villavicencio Cordova, Fullerton

Jose Paolo Magcalas, PhD; AESD Board President; Cal. State Univ., Los Angeles Assistant Professor

Erin K, Parks JH

Luc Jones- Golden Hill

Rita Xochitl Estrada, Junior (FHS), second grader (Raymond)

Alissa Ackerman-Acklin - Professor, CSUF and parent of two students in the Fullerton School District.

Stormy Slyder (Leyva) - Special Education Teacher at Ladera Vista

Danny Martinez

Dr Cathery Yeh, assistant professor of teacher education, Chapman University

Rebecca Robledo (parent of Kinder dual lang, at Raymond and 5th grader at Rolling Hills/teacher at LV)

Tim Worden

Sharnette Underdue, Parent of 2 Raymond DLA children.

Jaysson Bergamini-Guerrero, Fullerton

Nick Henning, Professor, Secondary Education, CSUF

Marisa Nguyen Teacher for FSD / 3rd and 4th graders at Raymond

Ember Williams - Golden Hill Elementary

Phaedra Dahl, Fullerton

Joseph Dahl, Fullerton resident and concerned citizen

Jody Dyer, Rolling Hills Teacher, FSD parent for 8 years

Sara Katz

Dr. Nicole Bonuso, parent to 6th grader (Golden Hill) and 9th grade (FUHS), professor at CSUF

Delaney Lenon, Fullerton

Lauren Walls

Eddy Francisco Alvarez Jr., CSUF Faculty member, Chicana and Chicano Studies Department

Lorena Sarco (parent of 2 Acacia Elementary)

Alexa Nisbet, FSD parent for 9 years

Heather Carlopio, parent of two at Rolling Hills Elem.

Elizabeth Kwon (Beechwood parent)

Lana L. Dalley, Ph.D., parent to a 1st grader and 5th grader (Acacia), an 8th grader (LV), and a 12th grader (Troy)

Jaimini Teckchandani, Fullerton Parent of 3rd and 7th graders

Denise Butalid, Parent of 2 at Acacia Elementary

Atul Teckchandani; parent of a 3rd and 7th grader

Angela Hogerhuis (Rolling Hill Teacher & Parent for 13 years, 7th grader at LV and 2 at Troy)

Jennifer Tushla-Sanchez, parent of a 3rd grader at Acacia, 8th grader at LV, and a 28 year old (Troy grad), (

AP US History teacher at Sonora HS)

Lacey Maeseele, Fullerton

Ian Sabala: Acacia Elementary, Ladera Vista

Shannon Mejia, FUHS parent

Mary Hood, retired teacher, Rolling Hill's School, and former parent. Adjunct Professor at Fullerton College. Kristin Kaiser (Gonzales)- Parent of 2 children at Rolling Hills Elementary & 1 child at Fullerton College Lab

school

Megan Robertson, Fullerton

Estela Zarate (Professor of Educational Leadership, CSU Fullerton)

Michael Ledbetter, grandparent - Parks, Beechwood

Sara Pugach, parent of children at Golden Hill (3rd grade) and Beechwood (8th grade), and Professor of History at Cal State LA

Lesley Kice Nishigawara, parent of Rolling Hills student (6th) grade, lecturer at CSULB

Tica Lopez parent of 6th grader at Golden Hills elementary

Diana Dawson - Parent of 2nd and 6th grade students at Rolling Hills and Golden Hill

Vetta Martin MP3 parent at Rolling Hills/ and junior at La Habra High

Jeremy Garibaldi - 1st & Kinder students @ Fern

Kristen Rhode- parent at La Habra High School

Kim Cleary-Horn - Rolling Hills teacher for 5 years and parent for 4 years

Susanna Fan, parent of children at Ladera Vista JHS and Fullerton HS.

Erin Hollis CSUF Professor

Kelly Leitner Troy and Ladera Vista

Lydia Palacios Valenzuela parent of child at Ladera Vista

Susie Wren, FSD teacher

Caroline Carpenter, Ph.D.

Grace Shin, Teacher at Nicolas Junior High School

Megumi Thompson

Liane Myers, Fullerton

Vanessa Escobar (Parent of a 4th grader at Raymond)

Nancy Chen - Fullerton parent of 7th & 9th grade students

Carolina Valdez, Associate Professor, Elementary & Bilingual Education CSUF

Debra Kojima - Parent Beechwood 8th grader, Acacia Elementary School teacher

Garvin Chu, parent of 7th and 9th graders

Vanessa Guillen mother of 3 my children attend Raymond DLA

Shelli Ortega Parent of a 4th grader at Acacia Elementary

Vanessa Escobar (Parent of a 4th grader at Raymond)

Jonathan Paik, Fullerton

Kumi - Fullerton College; Fullerton resident

Amy Novak, PhD--FSD parent for 4 years and now parent of 11th grader (Troy); Lecturer in Engish CSUF

Jennifer Jimenez, Fullerton

Ember Black (parent of a 4th grader Beechwood)

Vivian M Perez

Melisa Blevins, Fullerton

Adrian Rodriguez, CSUF Assistant Professor

Nancy Chen - Fullerton parent of 7th & 9th grade students

Crystal Marcus, Teacher FSD since 2000, Parent at Rolling Hills since 2010

Rachele Jareb, parent of 3rd grader at Acacia and 7th grader at LV

Sumayyah Jewell, Fullerton

AHRI For Justice

Lynda Hodges, former FSD parent, retired FSD teacher

Familia Muñoz, (1) @ Fern. Dr. (2) @ SHHS.

Ornella Torralba parent of a 4th grader at Acacia Elementary School at Fullerton

Richard Black parent of a 4th grader still Beechwood

Sarah Corp

Judith Benavidez, Counseling Faculty at Irvine Valley College

Jennifer Jimenez, Fullerton

Sara Nejat-Bina (3 children @ Acacia, 1 child @ Ladera Vista)

Assembly Member Sharon Quirk-Silva, Fullerton

Rienne Duran, Fullerton

Gordon Capp, parent of 7th trader (Ladera Vista), assistant professor of social work at CSUF

Kim Bergen FSD teacher

Joan Abuhamad

Melinda Smith (6th grader at Acacia, 8th grader at LV)

Leanna Pionke- teacher at Woodcrest School for 24 years. Mother of a 14 year son and an 18 year old daughter at Fullerton College.

Erin Ortega, Fullerton

Alicia Sacks parent of 6th grader at Acacia and 12th grader at Troy

Tristan M. T. Dalley (1 child Troy, 1 child Ladera Vista, 2 children Acacia)

Stephanie Wrather, 2 kids at Acacia

Amna Chaudhary (Acacia)

Farooq Qureshi, Parent of 6th Grader at Acacia

Michael Ledbetter, grandparent - Parks, Beechwood

Mark Ortega parent of a 4th grader at Acacia

Carrie Mckellogg (parent of an Acacia 6th grader and Troy freshman)

Jason Smith Ladera Vista Jr. High, Acacia Elementary

David Sandner, Fullerton Resident and Professor, CSUF

Katie Fields- 6th grader Acacia

Alicia Sacks parent of 6th grader at Acacia and 12th grader at Troy

Megan Miller, Fullerton

Amna Chaudhary (Acacia)

Naveen Abbasi, Fullerton Resident

Mark Ortega parent of a 4th grader at Acacia

Eddy Francisco Alvarez Jr., CSUF Faculty member, Chicana and Chicano Studies Department

Hanniah Garcia (Fullerton College)

Carrie Mckellogg (parent of an Acacia 6th grader and Troy freshman)

Kim Bergen FSD teacher

Kyle Ervin (parent of four that have and are attending Rolling Hills and Ladera Vista)

Megan Miller, Fullerton

Adela G. López, Professor Emerita, Ethnic Studies, Fullerton College

Faith Forcucci-Morris (Troy High and Fullerton College alum)

America Reschke (Raymond)

Rev. Dr. Mandye Yates, First Christian Church, Fullerton

Zachary Reardon

Al Judd- Rolling Hills parent

Jill Scott. Fullerton

Minh Nguyen & Khanh Ninh parents of a 2nd grader at Golden Hill

David Styffe, parent of two graduates of Commonwealth and Raymond schools, classified employee at

Santiago Canyon College

Emily Jackson, MD MPH

Sherry Herrera, grandparent of SHHS student

Donna Woodbridge, Fullerton

Luanne Bailey, Fullerton

Linda Gardner, Fullerton

Erin Molino, Fullerton

SUSAN HARLESS, Fullerton

Danielle Cuthbertson - parent of Golden Hills Elementary

No. 83:

I am a resident of Fullerton, a lecturer of English at CSUF, and a parent of a child whose child attended FSD for 4 years and who is now a junior at Troy High School.

I write demanding that Resolution #19/20-21 be reinstated. Currently Resolution#19/20-21has been changed to the resolutions presented by the board today. The shift in a resolution calling for immediate action has at the last minute been revised to a watered-down delay that calls for no more than further consideration with an update in February. This evasive tactic reinforces white supremacy in our city and means no real change will occur in the curriculum this year, no participation in a nationwide Black Lives Matter at School Week will occur, and Black students and families will have to wait another year to see the start in real change in our community that would make Fullerton and Orange County more welcoming and committed to diversity and anti-racism.

I support of Resolution #19/20-21, which asked the Fullerton School District to participate in a nationwide Black Lives Matter at School Week and to revise and increase ethnic studies curriculum. Black students and families in our school district need to know that the school district will take active steps to counter anti-Black racism and create a safe and nurturing environment where their children can learn. Additionally, all students in the district need the opportunity to increase their racial literacies so that they can foster and participate in a world that dismantles racism and prejudice. For too long the curriculum has lacked diversity (i.e. Few writers of color read, erasure of black history and achievements) and repeated instruction in false historical myths (the reconciliation narrative of Thanksgiving, the glories of Spanish conquest in the Southwest, the achievements of Manifest Destiny).

Now is the time to recommit to the future not glorify delusions of the past that reinforce white supremacy.

Sincerely, Amy Novak, PhD

No. 84:

I would like to start by saying that I have respect for all ethnicities and religious beliefs and believe there is a place for everyone in our community. What I will not accept is the idea that my family is racist or unaccepting and the only way to fix it is to have the school step in fix to them and their thinking. It's insulting to my parenting and to their character. I would rather preserve independent and critical thinking. I'm not at all accepting of violent or oppressive actions. It's sad that I have to emphasize my acceptance of all people just because I disagree with a movement. Disagreeing isn't being oppressive, racist or exercising exclusion of others. I feel my children will be taught not to disagree with anyone out of fear of being labeled racist and they will be taught not to think independently. If this is the path that our public schools want I will see to it that our tax dollars go to an institution where they will be allowed to think and speak critically while exercising inclusivity.

Sincerely Amie

No. 85:

Please do NOT indoctrinate our children in Black Lives Matter propaganda. This group is full of domestic terrorists, and forcing our children to absorb this awful information only harms them. Let's teach kids to be kind to each other, and any problems with treating others poorly will dissipate.

Be brave.....don't be afraid to stand up to the BLM bullies and reject this harmful agenda. Karen Chavez-Cuen, Fullerton resident and former FSD Trustee

FULLERTON SCHOOL DISTRICT

Thursday, June 25, 2020

Minutes of the Adjourned Regular Meeting of the Board of Trustees

5:00 p.m. Open Session

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

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

President Jeanette Vazquez called a Regular meeting of the Fullerton School District Board of Trustees to order at 5:04 p.m. and she 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 (all via Zoom Teleconference)

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

Julienne Lee (all via in-person)

Guests: Scott Smith and Joseph Sanchez, Best Best & Krieger Attorneys at Law (Mr.

Smith participated from the beginning of Open Session through the time Mr.

Sanchez joined Open Session at 5:58 p.m.)

Discussion/Action Items:

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

The Board held an extensive discussion regarding Resolution #19/20-21 Proclaiming that Black Lives Matter. They thanked everyone who submitted public comments and commented the voices of the public are important and the Board is listening to the voices of the community and staff. Each Trustee had an opportunity to share their point of view and personal opinion regarding this Resolution. Trustee Meyer stated that she does not agree with Resolutions that are political in nature and that she is in favor of a Resolution that addresses anti-racism and is created by the District PAL's (CSEA, FETA, FESMA, PTA, DELAC). Trustee Thakur shared his desire to be part of the solution that helps our world with ending racism and stating that black lives matter and all lives matter. Trustee Sugarman stated that other races and religions have been discriminated and that black lives matter and so do all other races. Trustee Berryman expressed the importance of the Board discussing and creating a Resolution that addresses injustices and stand against anti-racism and that all races matter. President Vazquez stated that black lives are disproportionately disadvantaged and that this is the time to stand for black lives and dismantle social injustice.

The Board continued their discussion and each Board Member was provided an opportunity to review samples of the Resolution and provide their feedback and opinion throughout the process.

Trustee Sugarman made motion to accept the latest Board Supplemental material sample she provided (this document was updated to the FSD website for the public to view).

The Board recessed at 5:48 p.m. and resumed Open Session at 5:58 p.m.

President Vazquez read an open letter in support of Black Lives Matter.

The Board recessed at 7:05 p.m. and resumed Open Session at 7:12 p.m.

Carmen Serna, Executive Assistant to the Superintendent, read approximately ten public comments that were received on Jun 25, 2020, between 6:00 p.m. and 7:30 p.m. (Note: Public Comments were posted on the FSD website for anyone to review.)

Egleth Nuncci, community member and parent, spoke about her desire for everyone to work together and listening to voices of parents. She would like to see the creation of a document that is a "living document" and to be followed years to come to benefit all students of all races.

The Board recessed at 9:02 p.m. and resumed Open Session at 9:12 p.m.

The Board discussed the following language on the Resolution: Whereas, the killing of unarmed Black men and women, including queer and trans persons of color, has left young people searching for answers to incredibly complicated and infuriating questions; it was then decided to take roll call to decide if this language would be part of the Resolution and carried 4-1 (Trustee Berryman yes, Trustee Sugarman yes, Trustee Thakur yes, President Vazquez yes, and Trustee Meyer no).

Trustee Thakur requested the title of the Resolution to be: Resolution Proclaiming that Black Lives Matter" versus "Resolution Calling For Solidarity with the Black Community" and President Vazquez seconded the motion. The Board continued discussion regarding the title of the Resolution. It was then moved by Trustee Thakur, seconded by President Vazquez to adjourn this meeting to June 30, 2020, and seconded by President Vazquez (due to time constraints and the discussion leading late into night).

Trustee Sugarman made an alternate motion to not adjourn this meeting and eliminate first paragraph of the Resolution and alternate motion was seconded by Trustee Meyer. Trustee Berryman stated she did not agree to eliminate the first paragraph from the Resolution; Trustee Sugarman withdrew her motion.

Trustee Berryman made a motion to edit the first paragraph of the Resolution to state: This is a Resolution of the Board of Trustees of FSD to proclaim and improve the understanding of biases and anti-Black racism and the lives of Black students matter and seconded by Trustee Sugarman and carried 4-1 (Trustee Berryman yes, Trustee Meyer yes, Trustee Sugarman yes, Trustee Thakur yes, and President Vazquez no).

Trustee Thakur withdrew motion to adjourn meeting. Trustee Meyer made motion to vote on Resolution as edited by the Board and Trustee Sugarman seconded the motion.

It was moved by Trustee Thakur, seconded by Trustee Berryman to recess at 11:23 p.m. Roll Call was taken and approved. Open Session resumed at 11:34 p.m.

Roll call was taken to approve the following Resolution and approved 3-1-1 (Trustee Berryman yes, Trustee Sugarman yes, Trustee Thakur yes, President Vazquez no, and Trustee Meyer abstained):

FULLERTON SCHOOL DISTRICT

Resolution #19/20-21 Supporting Our Black Community and Standing Against Racial Injustice

June 25, 2020

This is a Resolution of the Board of Trustees of the Fullerton School District to improve the understanding of biases and anti-Black racism and to proclaim the lives of Black students matter. The Board looks to implement greater sensitivity and personal understanding of racial inequalities. We embed direct actions and programs within our school community by encouraging district wide participation during the first week of February declaring that the lives of Black students matter in conjunction with Black History month.

Whereas, Instances of racism and anti-Blackness continue to exist in the Nation and within communities,

Whereas, this nation and Fullerton School District must acknowledge and address these and related issues facing marginalized people of color, including BIPOC (Black, Indigenous and People of Color),

Whereas, the Board of Trustees of the Fullerton School District believes in equality and social justice for all people,

Whereas, the elimination of institutional and structural racism must include classroom, after school and disciplinary programs,

Whereas, schools should be places where equity is practiced, for the building of understanding, and for the active and civic engagement of all in creating pathways to freedom and justice for all people.

Whereas, the killing of unarmed Black men and women, including queer and trans persons of color, has left young people searching for answers to incredibly complicated and infuriating questions; and

Whereas, while we state "Black Lives Matter" it does not negate our commitment to ALL of our students, but rather elevates Black students struggle to trust that our society values them, we must affirm that their lives matter; and

NOW, THEREFORE, BE IT RESOLVED, the Fullerton School District Board of Trustees stand together strongly among our Black students, staff, families, and community and vows to reflect upon its policies, values, goals, and missions to ensure its commitment to all.

THEREFORE, LET IT BE RESOLVED, that the Fullerton School District Supports the FSD Listening and Responding Tour with ALL of our community partners including but not limited to CSEA, FETA, FESMA, PTA, DELAC, and Champions for Learning.

THEREFORE, **LET IT BE RESOLVED**, By listening and responding to these voices, we will be equipped to understand the ways in which our students, parents and staff of diverse backgrounds have experienced the impact of the National events as they relate to our local people and their own local experiences. With this understanding, we can elevate our responsiveness to our Fullerton school community, advance our educational system for students, and better engage parents and staff with deliberate and effective actions embedded in our curriculum.

BE IT FURTHER RESOLVED, the Fullerton School District Board of Trustees support the collaboration of educators across grade levels and content areas to use resources that are inclusive of all our diverse learners to enrich instruction throughout the entire year, supporting curriculum to accurately portray the cultural and racial diversity of our society.

THEREFORE, LET IT BE RESOLVED, That the Board of Trustees want to receive a formal, coordinated plan, representing actionable proposals from the voices of our entire community.

It was moved by Trustee Berryman, seconded by Trustee Thakur to move Discussion/Action Items #2r, and #2t to a future Board Meeting and approved 4-1 (Trustee Berryman yes, Trustee Meyer yes, Trustee Sugarman yes, Trustee Thakur yes, and President Vazquez no)

<u>2v. Approve modifying the start time for Open Session for the July 28, 2020, Regular Board of Trustees Meeting.</u>

Dr. Pletka recommended the July 28, 2020, Board Meeting to start Open Session earlier to allow for the COVID-19 presentation that includes final plans for re-opening the 2020/2021 school year. It was then moved by Trustee Berryman, seconded by Trustee Meyer to begin Open Session at 3:30 p.m. and carried 5-0 (roll call was taken).

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

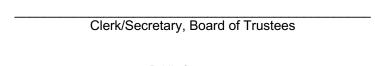
Trustee Berryman made a motion the agenda for the July 2nd Special Board Meeting (Board Protocol and LCAP involvement) include the ability for the Board to discuss and approve Board Protocols at the same meeting. Trustee Sugarman seconded the motion.

Trustee Thakur requested an update on the task force for the Listening and Respond Tour at the July 28, 2020, Board Meeting.

President Vazquez made a motion to add to a future Board agenda 'term limits". No second motion was received and request was not added to a future Board agenda. Trustee Thakur requested the deadline for the Registrar of Voters to add an item to the ballot.

It was moved by Trustee Berryman, seconded by Trustee Thakur and carried 5-0 adjourn this meeting

President Vazquez adjourned the adjourned Regular meeting on June 26, 2020, at 12:30 a.m.



Public Comments:

Public Comment:

I am opposed to the revisions proposed - the original language of the BLM curriculum is the proper way for all students to begin to shift their learning and understanding in a creative and sensitive environment for all FSD students and families. I urge the Board to reject the newest revisions.

Pamela Fiber-Ostrow

Public Comment:

Thank you for your collective engagement with these critically important topics.

As a scholar of educational equity, teacher education, and justice - and a parent within with 2 children in FSD - I am concerned that the language of the new resolution, proposed on June 25, does not provide a comprehensive and effective response to the magnitude of racial injustice - and specifically anti-Black racism in the United States.

Moreover, while I greatly appreciate the importance to respond to internal leadership within FSD (and have tremendous appreciation for the skills and expertise of FSD teachers and leaders), the reality is that to date, FSD has not yet implemented anti-racist education district-wide.

This suggests that the District needs ADDITIONAL, external resources and support in order to take substantive curricular and programmatic actions towards anti-racist education and in support of Black Lives. It is critically important that our district go beyond celebration of Black History Month, and instead focus broader, systemic issues. Black Lives Matter at School Week is one such pathway for school districts - Districts, schools, and teachers who participate in Black Lives Matter at School Week can do so in an array of different ways, from teaching lessons related to anti-racism and Black Lives, to sponsoring art or poetry contests, etc. Here is a <u>full summary</u> of what "participation" in Black Lives Matter at School Week means. If FSD were to participate, school sites and teachers could (and indeed, would have to) work together to decide what to do at their site or within their grade level.

Finally, while I greatly appreciate the District's commitment to "listening," the time is past due for our Board to take action. Those actions might include the commitment to (and allocation of time/resources for) professional learning related to anti-racism, the establishment of a Human Relations Task Force, and engagement in national anti-racist education movements.

Thank you,

Alison Dover

Public Comment:

Dear Board of Trustees,

I am shocked by the proposed changes to the "Resolution Supporting Our Black Community and Standing Against Racial Injustice." This sample resolution is substantially different from previous iterations, and is very disheartening to read. Please return to the previous Sample #3 resolution language that explicitly states Black Lives Matter. This should be very clear. I am also concerned by the potential for a Brown Act violation when the proposed resolution language strays so far from the original and was not posted publicly before 72hours notice of the emergency special meeting from Tuesday to today on Thursday. State law requires agencies to post public materials with sufficient time for the public to engage with the materials meaningfully.

Thank you,

Jose Trinidad Castaneda

Public Comment:

Please stay the course and pass your original resolution which specifies that Black Lives Matter and indicates a clear course of action to address racial inequity. The most recent draft of the Resolution removes the directness and depth of prior drafts so much so that it ultimately lacks any sort of communicative function on the issue at hand.

Your District has the opportunity to act as a model for other North OC school districts and a watered down resolution would be a disappointing response to this critical moment.

Thank you,

Dr. Priya J. Shah

Public Comment:

I am a Fullerton resident, and parent of a 1st grader and TKer at Raymond Elementary.

As a tax payer, school/district supporter, and the parent of a Black son, I am deeply disappointed in the "stripped" Proclamation that was presented without proper prior public notice and takes the accountability and "teeth" out of the proposed Proclamation that many of us signed in support.

I urge the Board to reconsider and restore the ethos and actions from the proposed Proclamation.

In solidarity and hope.

Dayann Shepherd

As a resident and parent of an elementary student in FSD, it is very important to me that FSD does not move away from the Black Lives Matter school week.

I feel it is important and imperative that our district implement anti-racist and ethnic studies education district-wide. I see it as critical to the educational and emotional well-being of my daughter.

Thank you,

Renee Stokman

Public Comment:

Dear FUSD Board Members,

Please stay the course and pass your original resolution which specifies that Black Lives Matter and indicates a clear course of action to address racial inequity. The most recent draft of the Resolution removes the depth of prior drafts and lacks any function on the issue at hand.

You have the opportunity to act as a model for other OC school districts and resolution of the new draft would be a disappointing response to this critical moment.

Thank you,

Renee Stokman

Public Comment:

Members of the Board,

Please be aware that why we teach about the history of Fullerton to all students and make it a priority, we are doing our children a disservice by not teaching them so of the minorities struggles and victories in the history of our town as well. We promote our district as a district that helps children grow and become great citizens and what better way to do that then to teach them about ethnic studies and learn to appreciate all cultures. Not just in a small manner but throughout the curriculum.

Thank you,

Marcella Calvillo

Public Comment:

I am one of the people that signed Dr. Dover's letter and I absolutely know what Black Lives Matters. BLM even if they are only 1.3% of the student body!

Magdalena Villalba

As a Black alum of FSD and the parent of multiracial a multiracial child in FSD, I am deeply aware of the racial tensions and anti-Blackness in our district. It has, and continues to, harm me and my family.

It is important to me that ALL people be able to say clearly, and that our school district teach children how to say clearly, that Black Lives Matter. The fact that it is so hard for adults to say this shows how important it is for us to teach our children how to have these conversations. Perhaps, if those people received anti-racist education, they wouldn't feels so negatively toward a message that very clearly needs to be made.

I believe fully that the nearly 300 people who signed the letter in favor of this resolution, in addition to the overwhelming public support the last two meetings demonstrate a clear need for the board to state, Black Lives Matter.

Additionally, I find it very hurtful that the consideration is being made for the feelings of people who are opposed to anti-racist statements, like Black Lives Matter.

Devon Moore

Public Comment:

Hi, I am a proud dad to two students currently attending Fisler Elementary School. I am writing to urge you to <u>please vote NO on Resolution #19 BLM in its entirety</u>. I am deeply concerned by Ms. Vazquez's attempt to pass a resolution that is so politically and socially charged.

Black Lives Matter the movement is very different from the statement "black lives matter". I am all for implementing a diversity week where we explore diversities of ALL including different immigrants, Asians, Africans, South Americans, Europeans, Native Americans, etc. However, to endorse a political movement that is as far Left in its policies and origin as the BLM movement is unnecessary at best and completely irresponsible at worst as non-partisan school board members.

As I'm sure you are aware from all of the public comments, the BLM founder based her ideology from Karl Marx and communism. It is specifically against religion and traditional family values. It states as one of its goals "to disrupt the Western-prescribed nuclear family structure". Also, I saw that the resolution included language about affirming trans and queer individuals. Families are able to hold whichever value they choose but we should not be using a public school system to teach these values to all its students, circumventing parents who are vehemently against this.

Furthermore, Fisler has a large minority population with its Asian-American student body as is the case with many other schools in our district. What sort of a message would it send to other minority groups if we dedicate a week to a political movement that is the Black Lives Matter which specifically states that it is "unapologetically black" without regards to other races and ethnicities?

Parents I have talked to are preparing to stage a large district wide walk out if this resolution is passed in any form. To focus on one group of race while alienating others is in itself racist. It will also have a profound negative impact on kids with families who serve heroically in law enforcement.

I urge you once again that you <u>DO NOT pass resolution #19 in any form</u>. Please stand up for the parents of which you represent. Please stand up to Ms. Vazquez's attempt to push her own political beliefs onto our kids.

Thank you, David Son

Public Comment:

As a former parent in the Fullerton School District, who is proudly married to a Black American, with three beautiful bi-racial daughters. I feel compelled to comment on the proposed resolution.

With regard to Dr. Angela Jones' public comment from June 23, 2020 - I would say she is pretty accurate and she expressed my own similar thoughts eloquently. I think many are confusing the BLM organization with the idea of Black Lives Matter. They are not one and the same thing to me and should not be lumped under one umbrella or resolution. For me, I would like others to stand beside those who are Black and acknowledge that historically they have not been treated fairly and equally and have experienced racial injustice and moving forward we need put effort to change that. I personally do not support the Black Lives Matter organization - their platform goes against things I believe. I do support the idea of Black Lives Matter. Another thing I take away from Dr. Jones' comments is that in any group of color, culture, or race you cannot say one size fits all. Just because a person is Black does not mean they support the BLM. The BLM organization is a political organization as Dr. Jones stated, and supporting a political organization should not play into public education. I do believe we need to pursue a curriculum that promotes cultural and racial sensitivity and awareness, but if I am expected, as a FSD teacher, to teach and support what the BLM organization stands for, that would be difficult for me. I think the resolution is missing the point still and in some ways is more divisive and threatens to undo what others of color have worked to overcome which Dr. Jones speaks about in her comments.

Thank you for your time.

Respectfully yours,

Teresa Green

(Submitted by Angela Platon on Mrs. Green's behalf)

Public Comment:

Dear members of the board,

It is too bad that we now have been presented with, outside of public scrutiny and review, an extremely watered-down and educationally ineffective new statement of support for Black lives, indeed for Black children who are the educational responsibility of the district itself and across the country.

Black Lives Matter, in the end, recognizes our responsibility as citizens and as educators to care for all children. It recognizes that in the case of Black children, we have failed.

I assume that you as board members went into education, as a teacher and administrator, or a board member, to teach and love all children.

Please refer to the recently submitted collective parents letter for some additional efforts that will prove crucial in moving Fullerton District forward into a more just and caring future, not be left behind.

Sincerely, Nick Henning

FULLERTON SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Trustees Thursday, July 02, 2020 3:30 p.m. Open Session

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

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

President Vazquez called a Regular meeting of the Fullerton School District Board of Trustees at 3:37 p.m. and Carmen Serna, Executive Assistant to the Superintendent, led the pledge of allegiance. The Board of Trustees participated remotely via Zoom Teleconference. Dr. Pletka participated in-person at the District Office.

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

Jeanette Vazquez (via Zoom Teleconference)

Administration present: Dr. Robert Pletka (via in-person)

Guests present: Marc Ecker (Leadership Associates) and Joey Sanchez (BB&K Law Firm)

Open Session, Call to Order, Pledge of Allegiance, Report from Closed Session–Board Room
Trustee Sugarman made a motion to move reading public comments to the end of Special Board Meeting to allow time for the Board to discuss Board Protocols/Bylaws; motion seconded by Trustee Meyer and carried 5-0 (roll call was taken).

Trustee Berryman made a motion to amend the Special Board Meeting agenda for July 2, 2020 and move Items #2 Virtual Board Meetings during COVID-19 (short-term) and #3 (Online Agenda software for Board Agendas and meetings) to the Regular schedule Board Meeting on July 28, 2020. Trustee Thakur seconded the motion and carried 4-1 (Trustee Berryman yes, Trustee Meyer yes, Trustee Sugarman yes, Trustee Thakur yes, and President Vazquez no). Roll call was taken.

Trustee Thakur asked for clarification on why Board Bylaws was placed on the agenda for the Special Board Meeting. Dr. Pletka clarified that Board Protocols live in two places and also in the body of Board Bylaws. After discussion, Board Bylaws were left as a topic of discussion.

Dr. Marc Ecker introduced Norms and the Board had an opportunity to rank the norms. The Board recessed at 5:03 p.m. and resumed Open Session at 5:14 p.m.

The Board held discussion regarding Board Bylaws. Regarding Board Bylaw 9323, it was agreed by the Board to revise the language to state: "Regular Board meetings shall be adjourned by no later than 10:00 p.m. unless extended to a specific time determined by the Board..." Regarding Board Bylaw 9320(a), it was agreed by the Board to revise the language to state: "Regular meetings shall be held at 6:00 p.m." President Vazquez stated she is requesting the Board adhere to holding two regular meetings each month. Trustee Berryman stated to add a second Regular meeting for the months of August and October 2020.

President Vazquez suggested the Board participate in inter-racial professional development. Trustee Berryman made a motion regarding agendizing items on the Board agenda and requiring two Board Members request unless the agenda item is time-sensitive. After Board discussion, Trustee Berryman withdrew her motion. President Vazquez stated she would like a protocol that adding any item to the agenda can be added by any Board Member and would not require a second. Dr. Pletka stated the importance of finding common ground and reducing surprises and adhere to a sense of teamwork. The Board discussed an incident when President Vazquez addressed the LCAP Committee that resulted in concerns. President Vazquez shared several parents thanked her after she addressed the LCAP Committee. Trustee Berryman recommended the topic of agendizing items to the agenda be discussed after the re-organization of the Board in December 2020. Mr. Ecker dismissed himself from the Special Board Meeting at 7:10 p.m. due to a previous commitment.

Trustee Thakur stated his preference is to adjourn this Special Meeting and resume the same topic of Board Protocols/Bylaws at a future Special Board Meeting when Dr. Ecker is available to facilitate. President Vazquez concurred with Trustee Thakur.

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

Adjournment: President Vazquez adjourned the Special meeting on July 02, 2020, at 7:28 p.m.
Clerk/Secretary, Board of Trustees

Public Comments:

Comment 1:

Not Addressed.

I am flabbergasted at the horrendous behavior I've witnessed from the majority of the FSD Board of Trustees over the recent weeks as it relates to the resolution on Black Lives Matter.

Anaheim and Santa Ana have expeditiously passed their similar resolutions, yet Fullerton continues to use stalling tactics and prolonged infighting as it relates to ours. As you vote on everything else, I hear the votes line up 5-0 in favor. I must wonder, what is the problem here? First, you refused to have the public comments read. Aren't you supposed to represent the public? Then you said resolutions should be final when presented and no editing should occur at that point, then you proceeded to do the very same thing on the next agenda item (with no objections), which was the letter to the parents. The mean-spirited nature being displayed on this board is the exact thing we are fighting against. This entire thing has been a disgraceful embarrassment.

At the June 9th meeting, one board member broke into tears saying she felt attacked. Crying, in a board meeting! Another, in retort to President Vazquez's statement that Black people have been trampled, responded with "Well, my people have been trampled too!" Therein lies the issue. You don't really care. You have no empathy for Black people and this topic is not important to you. As my Grandmother would have said, "Your slip is showing."

You've had this resolution for over 2 weeks and I have not heard you add any thoughts to how it could be made better. You've simply refused to vote, citing you are too exhausted because it's late in the night. If dismantling racism scares you or threatens your existence, you are in the wrong positions right now. Black people have endured 400+ years of abuse and mistreatment, yet you don't have the stamina to sit an extra hour in a meeting (from the comfort of your home) to discuss making that information a part of the school district's curriculum. Reflect on that for a minute.

Do the right thing, Board Members. This is NOT a political matter. This is a HUMAN RIGHTS matter. Our community wants to move on. Don't continue to keep us stuck in the 1950's.

Sharnette M. Underdue

Comment 2:

Dear Fullerton School District Board Members:

As a concerned parent at the FSD, I would like to address that FSD shouldn't be involved with this political movement into school. FSD must teach our children unity, not division. I DO NOT support the BLM movement and that I would like to ask the board NOT TO PASS THE BLM resolution.

Thank you, Jennifer Jang

Comment 3:

Dear Fullerton school district board members, I am writing regarding Black Lives Matter.

I was told that the district is thinking about adding Black Lives Matter philosophy into the school curriculum and I completely oppose. I do not agree with her philosophy when it comes to how they see nuclear family and that type of philosophy should not be incorporated or before staff for our children to listen to. I am for adding more history when it comes to Black history but completely against adding Black Lives Matter philosophy. It's their philosophy a companies philosophy it's not our country's history.

I listened in the other day, Board Meeting and I was shocked at the President- she asked for a moment of silence for Brooks.."He was a convict who was just let out of prison because of COVID! He beat his wife and kids. And he fought against the police officers and stole their tazer and shot at them as he ran off!" She was honoring him as racial injustice. I know not all the Board share the same beliefs but she is pushing this and there residence in Fullerton who support this and that's not her place.

I will remove my children from fullerton School district if I have to. Please think this through and read mission statement of black lives matter website especially last for five paragraphs And you will truly understand what this organized organization is all about.

Thank you for your time Jennifer Ko

Comment 4:

Hello Vice President Sugarman,

I am a proud mother of 2 children who have both graduated from Beechwood, with one who graduated from Fullerton Union High School and the other currently attending FUHS as a senior. I am writing to implore you to reconsider passing Resolution #19. I am deeply concerned with Ms Vasquez eagerness to pass this resolution that has hidden agendas both politically and socially. They claim to be non-violent and advocating for police brutality against African-Americans, however, the New York chapter of the BLM on Wednesday stated that the movement was prepared to "burn down this system" if the US does not work to enact real change. I do not see how we as parents and

educators can tolerate and condone this type of radical movement.

I agree that we do need real change, but the school districts should not take side on politics and endorse BLM, but rather implement programs to educate the students about tolerance (the absence of prejudice) towards others who differ in race, nationality, religion, social status, etc.

Parents are prepared to stage a large district wide walk out if this resolution is passed in any form. To focus on one group of race while alienating others is in itself racist. It will also have a profound negative impact on kids with families who serve heroically in law enforcement.

I implore you once again DO NOT pass resolution #19. Please stand up for the parents of which you represent. Please stand up to Ms. Vazquez's attempt to endorse her own political beliefs onto our children.

Thank you for your service

Comment 5:

I am opposed to the revisions proposed - the original language of the BLM curriculum is the proper way for all students to begin to shift their learning and understanding in a creative and sensitive environment for all FSD students and families. I urge the Board to reject the newest revisions.

Pamela Fiber-Ostrow

Comment 6:

Thank you for your collective engagement with these critically important topics.

As a scholar of educational equity, teacher education, and justice - and a parent within with 2 children in FSD - I am concerned that the language of the new resolution, proposed on June 25, does not provide a comprehensive and effective response to the magnitude of racial injustice - and specifically anti-Black racism in the United States.

Moreover, while I greatly appreciate the importance to respond to internal leadership within FSD (and have tremendous appreciation for the skills and expertise of FSD teachers and leaders), the reality is that to date, FSD has not yet implemented anti-racist education district-wide.

This suggests that the District needs ADDITIONAL, external resources and support in order to take substantive curricular and programmatic actions towards anti-racist education and in support of Black Lives. It is critically important that our district go beyond celebration of Black History Month, and instead focus broader, systemic issues. Black Lives Matter at School Week is one such pathway for school districts - Districts, schools, and teachers who participate in Black Lives Matter at School Week can do so in an array of different ways, from teaching lessons related to anti-racism and Black Lives, to sponsoring art or poetry contests, etc. Here is a <u>full summary</u> of what "participation" in Black Lives Matter at School Week means. If FSD were to participate, school sites and teachers could (and indeed, would have to) work together to decide what to do at their site or within their grade level.

Finally, while I greatly appreciate the District's commitment to "listening," the time is past due for our Board to take action. Those actions might include the commitment to (and allocation of time/resources for) professional learning related to anti-racism, the establishment of a Human Relations Task Force, and engagement in national anti-racist education movements.

Thank you, Alison Dover

Comment 7:

Dear Board of Trustees,

I am shocked by the proposed changes to the "Resolution Supporting Our Black Community and Standing Against Racial Injustice." This sample resolution is substantially different from previous iterations, and is very disheartening to read. Please return to the previous Sample #3 resolution language that explicitly states Black Lives Matter. This should be very clear.

I am also concerned by the potential for a Brown Act violation when the proposed resolution language strays so far from the original and was not posted publicly before 72hours notice of the emergency special meeting from Tuesday to today on Thursday. State law requires agencies to post public materials with sufficient time for the public to engage with the materials meaningfully.

Thank you, Jose Trinidad Casteneda

Comment 8:

Dear FUSD Board Members.

Please stay the course and pass your original resolution which specifies that Black Lives Matter and indicates a clear course of action to address racial inequity. The most recent draft of the Resolution removes the directness and depth of prior drafts so much so that it ultimately lacks any sort of communicative function on the issue at hand.

Your District has the opportunity to act as a model for other North OC school districts and a watered down resolution would be a disappointing response to this critical moment.

Thank you, Dr. Priya J. Shah

Comment 9

I am a Fullerton resident, and parent of a 1st grader and TKer at Raymond Elementary.

As a tax payer, school/district supporter, and the parent of a Black son, I am deeply disappointed in the "stripped" Proclamation that was presented without proper prior public notice and takes the accountability and "teeth" out of the proposed Proclamation that many of us signed in support.

I urge the Board to reconsider and restore the ethos and actions from the proposed Proclamation.

In solidarity and hope,

Comment 10:

Hello,

As a resident and parent of an elementary student in FSD, it is very important to me that FSD does not move away from the Black Lives Matter school week.

I feel it is important and imperative that our district implement anti-racist and ethnic studies education district-wide. I see it as critical to the educational and emotional well-being of my daughter.

Thank you, Renee Stokman

Comment 11:

Dear FUSD Board Members,

Please stay the course and pass your original resolution which specifies that Black Lives Matter and indicates a clear course of action to address racial inequity. The most recent draft of the Resolution removes the depth of prior drafts and lacks any function on the issue at hand.

You have the opportunity to act as a model for other OC school districts and resolution of the new draft would be a disappointing response to this critical moment.

Thank you, Renee Stokman

Comment 12:

Members of the Board,

Please be aware that why we teach about the history of Fullerton to all students and make it a priority, we are doing our children a disservice by not teaching them so of the minorities struggles and victories in the history of our town as well. We promote our district as a district that helps children grow and become great citizens and what better way to do that then to teach them about ethnic studies and learn to appreciate all cultures. Not just in a small manner but throughout the curriculum.

Thank you, Marcella Calvillo

Comment 13:

I am one of the people that signed Dr. Dover's letter and I absolutely know what Black Lives Matters. BLM even if they are only 1.3% of the student body!

Magdalena Villalba

Comment 14:

As a Black alum of FSD and the parent of multiracial a multiracial child in FSD, I am deeply aware of the racial tensions and anti-Blackness in our district. It has, and continues to, harm me and my family.

It is important to me that ALL people be able to say clearly, and that our school district teach children how to say clearly, that Black Lives Matter. The fact that it is so hard for adults to say this shows how important it is for us to teach our children how to have these conversations. Perhaps, if those people received anti-racist education, they wouldn't feels so negatively toward a message that very clearly needs to be made.

I believe fully that the nearly 300 people who signed the letter in favor of this resolution, in addition to the overwhelming public support the last two meetings demonstrate a clear need for the board to state, Black Lives Matter.

Additionally, I find it very hurtful that the consideration is being made for the feelings of people who are opposed to anti-racist statements, like Black Lives Matter.

-Devon Moore

Comment 15:

Hi, I am a proud dad to two students currently attending Fisler Elementary School. I am writing to urge you to <u>please vote NO on Resolution</u> #19 BLM in its entirety. I am deeply concerned by Ms. Vazquez's attempt to pass a resolution that is so politically and socially charged.

Black Lives Matter the movement is very different from the statement "black lives matter". I am all for implementing a diversity week where we explore diversities of ALL including different immigrants, Asians, Africans, South Americans, Europeans, Native Americans, etc. However, to endorse a political movement that is as far Left in its policies and origin as the BLM movement is unnecessary at best and completely irresponsible at worst as non-partisan school board members.

As I'm sure you are aware from all of the public comments, the BLM founder based her ideology from Karl Marx and communism. It is specifically against religion and traditional family values. It states as one of its goals "to disrupt the Western-prescribed nuclear family

structure". Also, I saw that the resolution included language about affirming trans and queer individuals. Families are able to hold whichever value they choose but we should not be using a public school system to teach these values to all its students, circumventing parents who are vehemently against this.

Furthermore, Fisler has a large minority population with its Asian-American student body as is the case with many other schools in our district. What sort of a message would it send to other minority groups if we dedicate a week to a political movement that is the Black Lives Matter which specifically states that it is "unapologetically black" without regards to other races and ethnicities?

Parents I have talked to are preparing to stage a large district wide walk out if this resolution is passed in any form. To focus on one group of race while alienating others is in itself racist. It will also have a profound negative impact on kids with families who serve heroically in law enforcement.

I urge you once again that you <u>DO NOT pass resolution #19 in any form</u>. Please stand up for the parents of which you represent. Please stand up to Ms. Vazquez's attempt to push her own political beliefs onto our kids.

Thank you, David Son

Comment 16:

Dear FSD School Board President Vazquez, FSD Board of Trustees, Dr. Pletka, and FSD Executive Cabinet,

As a former parent in the Fullerton School District, who is proudly married to a Black American, with three beautiful bi-racial daughters, I feel compelled to comment on the proposed resolution.

With regard to Dr. Angela Jones' public comment from June 23, 2020 - I would say she is pretty accurate and she expressed my own similar thoughts eloquently. I think many are confusing the BLM organization with the idea of Black Lives Matter. They are not one and the same thing to me and should not be lumped under one umbrella or resolution. For me, I would like others to stand beside those who are Black and acknowledge that historically they have not been treated fairly and equally and have experienced racial injustice and moving forward we need put effort to change that. I personally do not support the Black Lives Matter organization - their platform goes against things I believe. I do support the idea of Black Lives Matter. Another thing I take away from Dr. Jones' comments is that in any group of color, culture, or race you cannot say one size fits all. Just because a person is Black does not mean they support the BLM. The BLM organization is a political organization as Dr. Jones stated, and supporting a political organization should not play into public education. I do believe we need to pursue a curriculum that promotes cultural and racial sensitivity and awareness, but if I am expected, as a FSD teacher, to teach and support what the BLM organization stands for, that would be difficult for me. I think the resolution is missing the point still and in some ways is more divisive and threatens to undo what others of color have worked to overcome which Dr. Jones speaks about in her comments.

Thank you for your time.

Respectfully yours,

Teresa Green

(Submitted by Angela Platon on Mrs. Green's behalf)

Comment 17:

Dear members of the board,

It is too bad that we now have been presented with, outside of public scrutiny and review, an extremely watered-down and educationally ineffective new statement of support for Black lives, indeed for Black children who are the educational responsibility of the district itself and across the country.

Black Lives Matter, in the end, recognizes our responsibility as citizens and as educators to care for all children. It recognizes that in the case of Black children, we have failed.

I assume that you as board members went into education, as a teacher and administrator, or a board member, to teach and love all children.

Please refer to the recently submitted collective parents letter for some additional efforts that will prove crucial in moving Fullerton District forward into a more just and caring future, not be left behind.

Sincerely.

Nick Henning

Professor, Secondary Education, CSU-Fullerton

Comment 18:

Dear FSD School Board Trustees-

Please vote not to use the Black Lives Matter phrase or title. As many have been saying, it is exclusionary to all who are not Black. It has also become a tarnished brand name, associated with a violent, anarchist, racist political group.

Please work to be totally inclusive of all groups and making kids of all backgrounds feel like they matter.

Sincerely, Gretchen Cox

Comment 19:

Thank you for the opportunity to comment publicly concerning this highly important resolution. As the parents of 3 Black children attending Beechwood (and have been at the school since our now 6th grader was in Kindergarten), we strongly feel it is imperative that this resolution pass. Out of respect for the monumental amount of time the board has already devoted to these meetings, we will contain our elaboration to the following statement: another commenter stated their confusion at the need to broaden, develop and implement this curriculum as only 3% of the student population is Black. Therein lies the point - it's the other 97% the commenter referenced that will benefit the most from this.

Thank you for your time. We implore you to do the right thing.

Sincerely,

Erica and DeWayne Patmon

Comment 20:

Pass a resolution affirming the district's committment to treat all students equally. But please do not mandate a curriculum no parent and few if any teachers have seen. BLM atWe should focus on our district and the individual school sites. let's do something that makes sense for our district. only 40 school districts in the entire nation have joined BLM at School Week. Please do what this district always has tried to do in the past, bring families together and listen to them about what their children need.

Jennifer Fitzgerald.

Comment:

This should be for all grade levels! Just like other curriculum, we do different things at every grade level that are appropriate for the developmental level of the children.

Thanks,

Pam Keller

Comment 21:

Dear FUSD Board Members,

In my eleven years of experience in the field of education as a former classroom teacher, current teacher educator, and education researcher, I have witnessed firsthand the strengths of communities and the transformative possibilities of schools as more just, equitable, and humane spaces when teachers, students, families, and community members come together to promote change in the interests of marginalized groups. As one of many Fullerton residents and educators who signed an open letter supporting the implementation of Black Lives Matter at School Week in February, among many other initiatives that would support anti-racist commitments, I hope you strongly reconsider supporting the resolution proclaiming that Black Lives Matter in Fullerton schools.

Josephine Pham, Ph.D. CSUF Assistant Professor

Comment 22:

Black Lives Matter at School is a political organization. There is a better way to teach about equality and discrimination. Let our teachers teach the facts of history. Don't incorporate political propaganda into our curriculum. Heather Dale, Parent

Comment 23:

My name is Phaedra Dahl. My husband And I have lived in Fullerton for 21 years. When we first bought our home, my mother told me an interesting story. She was a German immigrant that came as a teen to Los Angeles after WWII. She was very sensitive to prejudice as many people called her a Nazi. She remembers in her late teens someone telling her parents that they were moving to Fullerton to get away from all the 'black people' (this is a nice way of putting what she actually heard) that were taking over Los Angeles.

It made me sad to hear this. What kind of place had we just moved to? But honestly if you're an American of any color, it isn't shocking. It's the reality of the the present state we are existing in on this planet.

The fact that there are those on the board that think we are ignorant of what petition we were signing and don't think that race education starts with our children, need to sit in a classroom with our children and educate themselves. It's never too late.

Sincerely, Phaedra Dahl

Comments received From July 1, 2020 to July 2, 2020 (11:30 am.)

Comment:

Hello,

I am emailing regarding the black lives matter bill. Is it true that curriculum on black lives matter with be taught in our schools? I'm sure you only got this hot off the plate but I am emailing you to let you know that there are many people who don't agree with the black lives matter movement. Since when was it okay to teach our children about a political radical movement as part of our country's standards? Only a handful of americans agree with blm and the media who is blowing the matter out of proportion. Also the matter of teaching children about trans affirming and queer affirming collective value is not okay to teach our children without parental consent. Would you take a step by step

approach to notifying parents of any curriculum that involves this so that parents get a say in what is taughr to our children? Voting on the matter would be a great idea.

Mindy lee

A concerned parent of fsd

Comment:

My name is Audrey Miller and I am a lifelong Fullerton resident and a parent of 2 students at Golden Hill Elementary School. I am writing this comment in regards to the open letter that was submitted and the resolution that the board passed.

I will start by thanking Board members Vazquez and Thakur for supporting the need for the statement that Black Lives Matter, in no uncertain terms. This is the kind of leadership our board needs to move forward to become better and more inclusive to all students. I would also like to express my disappointment with Board Members Sugarman, Meyer, and Berryman. Your lack of racial literacy was glaringly apparent in you inability to put your own privilege aside and actually represent ALL of the students in FSD. Hiding behind the guise of not wanting to be "political" only serves to continue the injustices experienced by so many families in our community. Stating that Black Lives Matter does not diminish the lives of any others, but only recognizes that no one can be free and matter, until EVERYONE matters. I was one of the parents and community members that signed that open letter, and I assure you that I knew exactly what I was signing. I will ask again that the board act in response to what we are asking for. State openly and in no uncertain terms that Black Lives Matter, create a Human Relations Task force, and expand the ethnic studies curriculum in the district.

As a parent, I want my children to learn the truth about our country...the good and the bad. They also need to be able to understand race and become more knowledgeable on how to move our country forward towards equity for all. Yes, these conversations are "uncomfortable", but they are also the only way to move forward and change for the better.

I hope that the board will reconsider their action, and inaction, in order to ensure that we will be able to look back and know that we did everything we could to ensure that racism was eradicated in our comminuty.

Thank you for your time,

Audrey Miller

Comment:

Hello,there

I am emailing regarding the black lives matter bill. Is it true that curriculum on black lives matter with be taught in our schools? I'm sure you only got this hot off the plate but I am emailing you to let you know that there are many people who don't agree with the black lives matter movement. Since when was it okay to teach our children about a political radical movement as part of our country's standards? Only a handful of americans agree with blm and the media who is blowing the matter out of proportion. Also the matter of teaching children about trans affirming and queer affirming collective value is not okay to teach our children without parental consent. Would you take a step by step approach to notifying parents of any curriculum that involves this so that parents get a say in what is taughr to our children? Voting on the matter would be a great idea

Joanne Oh

Comment:

I am emailing regarding the black lives matter bill. Is it true that curriculum on black lives matter with be taught in our schools? I'm sure you only got this hot off the plate but I am emailing you to let you know that there are many people who don't agree with the black lives matter movement. Since when was it okay to teach our children about a political radical movement as part of our country's standards? Only a handful of americans agree with blm and the media who is blowing the matter out of proportion. Also the matter of teaching children about trans affirming and queer affirming collective value is not okay to teach our children without parental consent. Would you take a step by step approach to notifying parents of any curriculum that involves this so that parents get a say in what is taughr to our children? Voting on the matter would be a great idea

Lhyun Ku

Comment:

As an Asian American, I must confess that I have not been as aware as I should've been of the issues surrounding racial discrimination in America, especially towards the African American community. The recent incident with George Floyd was incredibly disturbing and the first time I had come to see the horrific effects of discrimination. Thus, I support movements that truly stand for the value of human life.

However, there is one facet of the BLM curriculum that concerns me, and it is the trans-affirming, queer-affirming and collective value component. Though I support and believe that Black Lives certainly do Matter, as well as every life for that matter, I believe that the latter topic is one that holds a different perspective. I agree and highly value educating our children on knowing and loving human beings that are different to themselves, however, I disagree with the agenda of encouraging students to accept a certain manner of life against their own and their parents' consent. I am aware of the painful issue of those who identify as LGBTQ being bullied and discriminated against by those in society, and I believe this is wrong and needs to be addressed; but I know that to encourage students to agree with and even try out these lifestyles without the full knowledge of the consequences of making these transitions or choices, can be extremely detrimental to their own health and wellbeing, as well as to others. As more research is being collected and people from LGBTQ communities are testifying to some positive but also negative consequences of their decisions, I believe that students and parents should be given the choice to opt in or out of participating in these topics.

Please, I ask you to rethink incorporating this topic in the BLM curriculum. Please allow the students and their families to have a voice and choice in what they learn, or at least present all of the realities of LGBTQ-related issues (positive and negative) for the safety and wellbeing of all our students.

Sincerely, Stacey Cha

Comment:

I have been informed that Fullerton School District is considering bringing Black Lives Matter curriculum to its schools. Although I agree with the premise that children should be taught to love people of all color and treat them with respect, I do not agree that children should be taught that they can choose their gender when their gender was already decided upon conception. Almost everyone who has a high school education knows that males have XY chromosomes for sex chromosomes and females have XX chromosomes for their sex chromosomes. No matter how many surgeries a person goes through nothing can change that. An educational institute is disqualifying itself when it teaches something that is contrary to scientific facts and research. Pretending that there is any other option for gender than the child is born as is an outrageous practice of deception, possibly leading young children astray into making an unnecessary decision and dire consequence of that decision (physical mutilation, pain, psychological trauma). I want to let you know that some parents, including myself will choose to home school our children rather than allowing them to be brain-washed by harmful ideologies.

Sincerely,

Concerned parent.

Comment:

I wanted to share my frustration that the Resolution that was voted on, failed to incorporate the Black Lives Matter School Week as well as the use of BLM. Hilda Sugarman disregarded the resolution that included the BLM statement and said that the signing of the petition was similar to doing so "outside a supermarket without understanding the issue". She clearly admitted that she did not understand the resolution and that it "Went over her head". Her opening comment about "Hoping she can stay awake" was so disappointing, and it showed that this was not being taken seriously. I knew exactly what I signed and truly believe it was the right resolution to better our children and our community. Hoping that this upcoming election brings new breath to the current regime. It's currently not representative of the younger, multicultural families, that have students in Fullerton School District. At least someone who can stay awake in meetings would be a plus. As a parent of 4th grader in the Fullerton School District, I want BLM included in her curriculum. Your watered down version of this resolution does not represent the values of our family or our community. It is weak.

Sincerely, Shelli and Mark Ortega Parents of a 4th grader at Acacia Elementary

Comment:

Dear School Board,

I thank you for taking all the time that you did in approving the modified Black Lives Matter proposal. I am glad the board took a stance, but I wish it would have weakened version to partially protect the status quo in Fullerton.

Unfortunately, society and traditional educational curriculum is not neutral and unbiased. Typically the voices and perspectives of European-Americans are cociety in the ongoing problematic violence towards Black people, which is not new, but has been widely ignored until very recently. It is impossible to avoid

I have many desires for my children's education in our Fullerton School district. I want my children to know about Fullerton history related to social justice an them to understand why only a small percentage of our population in Fullerton is Black as a way of understanding local and also national history. I would also local perspective and information is important for all of us to know! I would also like my children to know how to talk about race and injustice. A color blind put they can not see existing biases. They also won't be able to appreciate or celebrate many of our racial and cultural differences. Our children need to learn history stereotyping anyone. I would also like them to have the skills to handle any conflict around these areas, know how to stand up to racial bullying and other injue educational experts in these areas, I encourage the board to indeed reach out to some of them to build a task force that taps into state of the art teaching in the

I suggest the board more carefully review the initial collective letter with three requests that was signed by several hundred people with investment and passi names and details. I believe that the Fullerton community members did understand the issues involved and the asks in the letter should be clearly honored.

One thing I love about being an American is the ability to see a wrong and correct it. We are innovative and allow for change. Often times struggle comes fir of July, the board will be willing to be courageous and lead towards American ideals of "Justice and Liberty for All". Let's truly say that Black Lives Matter too increasingly complex and diverse world.

Sincerely,

Mia Sevier (Parent of two children who will be at Raymond and Ladera Vista - formally at Rolling Hills and Hermosa Drive)

Comment:

Hello, my name is Finley Dalley. I am and 8th grader still Ladera Vista junior high and i am incredibly disappointed that the black lives matter resolution did not pass at the board meeting. it's unfair, and unkind. It's also upsetting that i, an 8th grader, has to write this just so my friends and i can learn more, so much incredibly important stuff comes from black lives matter movements and black history. I have had to learn almost all about that stuff off of a social media app called TikTok, and through other sources that i don't know if can even be trusted! Not having passed that resolution was incredibly upsetting. sincerely.

Finley Dalley

Comment:

I am a Fullerton resident and I have four children in the Fullerton School District. I am writing to express my frustration with the conversation surrounding the Resolution Proclaiming that Black Lives Matter at the last meeting. The conversation revealed a disturbing lack of racial literacy among Board members, who spent hours trying to figure out how to write a resolution supporting the black community without saying Black Lives Matter. The resolution that the Board ultimately passed differs substantially from the Resolution Proclaiming that Black Lives Matter that a majority of community members supported in their public comments. I was particularly angry at Hilda Sugarman's

dismissal of the open letter that I signed, a letter that I read carefully and fully agreed with; she suggested that letter signers didn't know what they were signing and compared the letter to something that one would sign outside a grocery store, without actually taking the time to read it. This is an unacceptable and disgraceful dismissal of nearly 300 voices from the community. Let me remind you that, as elected Board members, your job is to represent your constituents not dismiss them. I was also disgusted by Janny Meyer's refusal to vote for a resolution that referred to the 'killing of unarmed Black men and women, including queer and trans persons of color" and included the phrase "Black Lives Matter" in any form. Janny Meyer's refusal to admit that unarmed Black men and women are being killed by the police and her refusal to say "Black Lives Matter" is unacceptable, alarming, and racist. This is not the kind of person who should be making decisions about our children's schools.

Despite a clear majority of support for the Resolution Proclaiming that Black Lives Matter during public comments, the Board refused to pass it. Again, I ask: Who are you worried about offending? Whose feelings are you protecting? The new resolution is a weak and watered down substitute for the original. Put simply, it is a capitulation to White Supremacy. What do I mean by that? I mean that it prioritizes the comfort and feelings of the white community instead of taking a hard stand against anti-black racism. My children—all of whom are FSD and FJUHSD students—listened the board meeting with my husband and I and were incredibly sad and angry about the lack of leadership and courage they witnessed. Again, I call on the Fullerton School Board to take an unequivocal stand against the anti-black racism in Fullerton schools, the Fullerton community, and the Nation. They can begin to do so by forming the Human Relations Task Force called for in the open letter.

Lana L. Dalley, Ph.D. Professor of English and Parent of four children

Comment

My name is Eli Dalley, I am an incoming senior at Troy High School. I went to Acacia elementary and Ladera Vista junior high school, so I have experience in the FSD. I am very disappointed and frustrated that the school board, who are supposed to provide the students they represent with grounds for a good education, are so ignorant as to not validate black students in the school district by spending so much time arguing about the phrase "Black Lives Matter" in the new resolution. By refusing to incorporate said phrase into the resolution, certain members have aligned themselves with white supremacy in the community (Janny Meyers), and proved your incompetence in properly providing education to the students.

Comment:

I was appalled by the majority sentiment of the Board regarding President Vasquez's resolution; I was particularly bothered by Hilda Sugarman's dismissal of our open letter. I think the new resolution is a poor reflection of what 300+ members of the community (265 signees, plus ~40 individual letters) wanted. Hilda Sugarman said that those who signed our open letter didn't know what they were signing— which, I hope in this day & age isn't true— and that we didn't understand what Black Lives Matter at School Week was. I believe she said our letter was like "signing a petition outside the supermarket without understanding the issues," which makes me wonder how many petitions she has signed in this manner.

I find it reprehensible as well that a board member decided she had the ability to respond to public comments during the meeting. I wish I had the chance to reply to half of what the twenty of so opposing view comments said— but I don't. And neither should she.

My partner and I are long-time residents of Fullerton; we have four children in the Fullerton School District. We reviewed the two alternate resolutions (the Resolution Calling for Solidarity with the Black Community against Racial and Social Injustice and the Resolution Calling for Solidarity with the Black Community). We were in vehement opposition to both of these proposed resolutions, and commented to this effect before the last meeting— as they were watered-down, self-serving versions of the original. Your new bastardized resolution did no better. Please do as we asked, and adopt the original, forward-thinking resolution.

Language matters. All references to the phrase "Black Lives Matter" were eliminated from either of the original alternate resolutions, which was ludicrous, given the motivation for the resolution itself. The authors of the the new hybrid resolution were barely willing to say "Black Lives Matter" aloud, and unwilling to mandate that schools incorporate a Black Lives Matter week into the curriculum. If they are unwilling to say "Black Lives Matter," I don't believe they think that Black lives matter as much as the precious feelings of white people.

Again, language matters; please think about the specific use of language (a core skill taught in the FSD) when reading the next section.

The new resolution is a capitulation to White Supremacy. It prioritizes the comfort of the white community, instead of taking a stand against anti-black racism. Resolutions do not have to be written by Neo-Nazis to promulgate a status-quo that holds white lives and feelings as of the most importance.

Please don't make us explain to our children—who are students in your schools—why you refused to do so.

Tristan M. T. Dalley

Comment:

Thank you to Trustee Sugarman and the Board members who helped pass the Resolution #19/20-21 Supporting Our Black Community and Standing Against Racial Injustice!

As a Fullerton community member and parent of three children raised in Fullerton, I am proud to hear that the FSD Board successfully counteracted with a new resolution that reflects the majority of FSD community. I especially appreciate Trustee Sugarman for her leadership that was very clear and evident at the board meetings in June. I am grateful for her persistence and for standing up with the Fullerton students and families who value strongly our nation's unalienable Rights to life, liberty, and pursuit of happiness. Thank you, Trustee Sugarman for speaking up on our behalf!

Sincerely, Suzi Min

FULLERTON SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Trustees Thursday, July 16, 2020

4:00 p.m. Open Session

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

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

President Vazquez called a Regular meeting of the Fullerton School District Board of Trustees at 4:04 p.m. and Trustee Janny Meyer, led the pledge of allegiance. The Board of Trustees participated remotely via Zoom Teleconference. Dr. Pletka and Executive Cabinet participated in-person at the District Office.

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

Jeanette Vazquez (via Zoom Teleconference)

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

Dr. Rob Coghlan, Dr. Julienne Lee (via in-person),

Guest present: Deborah Dudley, Facilitator, California School Boards Association

Public Comments

Darrlene Alquiza, FSD parent, read the following public comment:

I want to say thank you to the Fullerton School District for being proactive to provide an array of options for families. I am grateful the district is considering the needs of children first and foremost, and working to make sure the school environment is a safe and positive experience for our children. I hope it is reiterated to staff that children should not fall victim to taunting, shaming, or belittlement for both wearing or not wearing masks. Children should not be punished should they get close to their friends or teachers. All children must have positive school experiences.

I do not want to see an online only option as other districts have decided. FSD providing options shows that you have been planning ahead and making sure that all families in the community are served based on their child's needs. Those who want to stay with distance education can do so, and those who want their child immersed in 5 days of school can all have their child's needs met.

I am glad to see the state has 0 covid deaths for children under 18, and Orange County has 0 covid deaths for people under 25. These numbers reassure me that opening the schools are safe for children, especially with hand washing and disinfecting measures greatly increased with the protocols the district is putting in place. I understand people are questioning the white papers published by the county board of trustees. I did attend the meeting where they were consulting with pediatric immunologists and doctors, pediatric psychologists, the county health officer, county supervisor, as well as lawyers since liability is also concerning. I believe they just wanted to make sure fears and concerns about the virus regarding the school age community is addressed before the school year begins.

Again, I just want to show gratitude to the district for choosing to put the needs of our children first. Thank you kindly for your hard work in preparing for the coming school year.

Carmen Serna, Executive Assistant to the Superintendent, proceeding to read public comments submitted via email regarding topics: re-opening the school year and black lives matter resolution.

Dr. Pletka and Dr. Chad Hammitt (Assistant Superintendent of Personnel Services) presented briefly an update on COVID-19. Dr. Pletka stated Fullerton School District (FSD) heard about a recommendation from the Orange County Board of Education (OCBE) that has created confusion. OCBE recommended opening schools with no social distancing or masks. As communicated by Dr. Al Mijares, Superintendent - Orange County Department of Education, the recommendations made by OCBE are not binding. Some of these recommendations may even be in conflict with health orders for reopening schools communicated by the Orange County Health Department.

FSD is under the authority of the FSD Board of Trustees and acts independently from the Orange County Board of Education. Our District is developing safety and health precautions currently based on the input from FSD's parent and staff committees. These precautions are consistent with the Orange County Health Department's

orders and reflect the viewpoint of the Fullerton School Board of Trustees. In the near future, you will be receiving the Health and Safety measures that have been developed locally by our staff and parents that are consistent with State law, Orange County Health Department directives, and executive orders.

The Board of Trustees will hold a Special Board Meeting on July 20, 2020, to discuss the re-opening of the 2020/2021 school year and various program learning models.

The Board recessed at 4:40 p.m. and resumed Open Session at 4:48 p.m.

Mrs. Dudley briefly shared her background and proceeded to discuss the importance of Board Self-Evaluation. During the Board Workshop Mrs. Dudley discussed the following with the Board:

- The Governance team needs to build a strong leadership group based on attainable measurable goals and trust relationships. With this end in mind, discussion of some ideas to strengthen trust relationships, define roles and plan for future challenges were discussed.
- Review best practices and protocol options for requests for information.
- · Review best practices and protocol options for Agenda setting.
- Discuss need for additional protocols as identified in the Board Self Evaluation.
- How to come together when disagreements occur.
- · Discuss handling of community concerns.
- Discuss board members individual role. What protocols or Board Bylaws are in place to assure the Board stays in their defined role.
- Prioritize the use of Board's "energy".
- Discuss what kind of culture Board wants and how tone and staff interaction help shape it.

The Board conducted a self-evaluation and results were discussed during the workshop. Ms. Dudley shared that after the Board Workshop and based on survey results a brief report and next steps for action will be provided to the Board.

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

Trustee Meyer suggested to conduct Superintendent evaluation to late October or early November 2020 to July 28 agenda.

Adjournment:

President Vazquez adjourned the Special meeting on July 16, 2020, at 8:56 p.m.

Clerk/Secretary, Board of Trustees
Public Comments:

Public Comment:

Dear Members of the School Board,

We are parents of 7th and 3rd graders in the district and are concerned about how the students will return to school in the fall. With the recent surges in COVID hospitalizations in our city, county and region, we urge the school board to vote to begin school with distance learning exclusively. This will ensure the safety of the students, teachers, and staff. It will allow time for all of us to do our part to bring the numbers down. During this unprecedented crisis, the safety of our students, teachers and school staff should be the highest priority.

Sincerely,

Jaimini and Atul Teckchandani

Public Comment:

Hello Board and Cabinet members,

With our current surge, our schools should not be opening and put our students and ALL STAFF at risk. It is NOT your decision to gamble with anyone's lives ever. Kids do get the virus and all staff are at high risks. I am attaching an article about a kid who was asymptomatic and then gave the virus to other KIDS and adults. And that daycare took all safety precautions. It's is just not safe to return back to school yet. Trust me, I want my kids to go back but ONLY when it is safe.

Anna Choi

Public Comment:

I am writing this letter to voice my concerns about reopening our schools in the Fullerton District. I am a Beechwood School parent, a Sunny Hills HS parent, and a frontline health care worker. I have been a Registered Nurse for 16 years and I have never seen anything like the Covid-19 virus. I understand that we are only a few weeks away from reopening our schools. However, there are few things I must address. I heard from my friend who is a pharmacy manager at St. Jude Medical Center, that TODAY, July 14, 2020, there were 95 patients admitted due to Covid-19. Ninety-five is not a small number. These critically ill patients are mostly in ICU, DOU, and Med/Surg floors, intubated or praying to God to save their life. What will be the numbers when we reopen our schools to 5 days a week in the enclosed area with air-conditioning/heaters blowing? When one child sneezes, it will be in the air for several hours, attacking the students and teachers in the same room via nose, mouth, and eyes. Yes, the eyes. Covid-19 is airborne. There is a huge debate but even WHO is considering Covid-19 to be airborne. When one child is out sick, the whole school will panic. Who will call the parents to find out whether that child has Covid-19 or not? Who will sanitize the school every hour? What if the parents seek legal advice if their child has died? The flu season starts in September, will the school require everyone to get the flu shot? How will you differentiate between the flu and Covid-19? Will you shut down the whole school to deep clean and sanitize and put all 500 plus kids to quarantine along with their parents, grandparents, relatives, and coworkers? Recently, one doctor at my unit was diagnosed with Covid-19. Three hundred people got tested because of this one doctor. All it takes is one person to spread the virus to the entire community. Hospitals are running out of beds and ventilators, and our nurses are extremely exhausted and overwhelmed. We are completely out of head caps, so we had to tear the leg booties and wear them over our heads. I feel like we have returned to March, the start of the Pandemic, or even worse. The federal government does not wish to acknowledge it and neither does the OC Board of Education. I read the news about not requiring the use of masks and social distancing during school. And I must ask why? Because the masks seem to be harmful? This is a bunch of baloney. Masks and social distancing saves lives. It is proven by CDC with an abundant amount of data. Locally, there aren't many hospitals that have a pediatrics unit. There are a few. But what happens when the Children's Hospitals are at full capacity and they tell the sick and dying children to go home because they do not have any more beds? Covid-19 causes deaths. It can kill your children, my children, your grandchildren, your nieces, and nephews. The pediatrician that I work with advised me NOT to send my children to school next month. He told me the Covid-19 cases among children are rising and they will bring it home. Let us consider children who have risk factors such as asthma, childhood diabetes, respiratory problems, and other disabilities, etc. The list goes on and on. I know the importance of education and of course, my kids need education, but we are not in a hurry. I would feel safer if we did remote distance learning until Covid-19 gets under control and/or when vaccines would be widely available to the public. Doing remote distance learning is not going to kill our children, but Covid-19 will. I have heard many arguments and debates about how Covid-19 doesn't affect our children and there are hardly any deaths. This is the United States. We are different from other countries. In the USA, our numbers are rising and the disease is uncontrolled and children here have many underlying conditions compared to other countries. There are at least over 300 cases of Multisystem Inflammatory Disease in healthy children caused by Covid-19 as well as other complications, will you risk even one child? Are the teachers comfortable with doing a CPR on a Covid19 positive child during class if she or he cannot breathe? The multisystem inflammatory syndrome causes different parts of the body and organs to be inflamed, including the heart, lungs, eyes, kidneys, brain, skin, eyes, or gastrointestinal organs. Is the district going to provide information and warning on this disease and the effects of (MIS-C) caused by exposure to Covid-19, to all parents before they bring their child to school? These are some of the things the district should discuss before compromising the safety of our children. Kind Regards,

Jane Kim, RN, MSN

Public Comment:

Dear Fullerton School District Board of Trustees.

I was disappointed by the lengthy discussion during the June 25th meeting surrounding the Black Lives Matter resolution introduced by President Vazquez that resulted in a watered down version of the resolution. I fully supported the language of the original resolution written by President Vazquez. I felt it was extremely patronizing when one board member compared the signatures of 200 Fullerton parents in support of the original resolution to signatures gathered outside a grocery store. The trustee implied parents are not capable of knowing what they do or do not support. Nothing could be further from the truth.

You are elected officials. You represent the students and families of FSD and you serve in a role that is mandated by the state and paid for through tax dollars. Your position and your statements will never be apolitical as elected officials. I was struck by moments in your dialogue revolving around the phrase, "Black Lives Matter," during which some trustees argued the phrase is a political statement, thus expressed an aversion to using this phrasing. The phrase, "All lives Matter," which was also discussed, has overt political connotations during these tumultuous times. I am afraid you do not see that your actions or inaction are inherently political. The Black Lives Matter *movement* goes beyond a single organization and is not specifically aligned with a single group. Districts around the nation have passed similar resolutions without contentious discussion that lasted 7 hours. The very fact that you struggled so much with wording reflects the struggle to be heard so many of our families of color struggle with. This is part of the denial and invisibility of people of color that frustrates so many parents. This is not about what percentage of FSD identify as Black, as all of our students and families deserve to hear you recognize and acknowledge the need to end systemic racism and the role schools continue to play in maintaining a system of inequity. I believe you must act intentionally and be reflective about the role you, as trustees, and our schools play in maintaining this system.

Additionally, that you chose not to table the resolution for revision and further public input was profoundly disturbing, and quite frankly, skittering along boundaries of the Brown Act that gives the public the right to consider such acts before you affirm them. Further, attempts during the meeting to undermine established protocols for introduction of resolutions because some members disagreed with the resolution in front of them were equally troubling and, again, bordering on violation of the Brown Act. Online comments during your 7 hour long meeting were not enough and simply unfair to community members who would have liked to address changes in the language, regardless of what legal council advised.

In the final resolution, you expressed a need to change and a listening tour. Moving forward, I, too, would like to see change in our schools. I call for the creation of an equity task force to evaluate our schools, student outcomes, family engagement, curriculum, and professional development including all FSD stakeholders and community members with input from professionals working in educational equity and social

justice. I call for social science and literature curriculum that honestly describes U.S. and world history and includes diverse voices and viewpoints. I call for meaningful implicit bias training for all staff who work directly with students and families, training that does more than check a box indicating completion and is relevant enough that teachers do not feel it is yet another staff development exercise they must endure, but find valuable and executable. It is time for acknowledgment and acceptance of the role our schools and we as a community we have played in the continuation of white supremacy, white privilege, and institutional racism. It is my deepest hope, for all of our students, families, staff, and community members that the FSD Board of Trustees and leadership fully commit to this with transparency, an openness to learn and reflect, and with the aim for true family engagement. I am happy to volunteer in any way I can to advance these goals and have expressed such to Dr. Pletka and Ms. Lee.

Sincerely, Trinitee Manuel Fullerton resident

FULLERTON SCHOOL DISTRICT

Minutes of the Special Meeting of the Board of Trustees Monday, July 20, 2020

4:00 p.m. Open Session

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

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

President Vazquez called a Regular meeting of the Fullerton School District Board of Trustees at 4:11 p.m. and Trustee Aaruni Thakur, led the pledge of allegiance. The Board of Trustees participated remotely via Zoom Teleconference. Dr. Pletka and Executive Cabinet participated in-person at the District Office.

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

Jeanette Vazquez (via Zoom Teleconference)

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

Dr. Rob Coghlan, Dr. Julienne Lee (via in-person)

Action Item:

Trustee Berryman made a motion to approve the Special Board Meeting agenda as presented, seconded by Trustee Meyer and after roll call approved 5-0.

Discussion/Action Item:

 Action to video record or video stream virtual Board of Trustees Meetings. Videos to be posted to YouTube or FSD website as approved by the Board.

Trustee Thakur made a motion to video record the July 20, 2020, Special Board Meeting and upload the video, seconded by Trustee Berryman carried 5-0 to video stream future virtual Board Meetings. (Roll call was taken)

Jeremy Davis, Assistant Superintendent of Innovation and Instructional Support, shared information regarding video recording Board Meetings and streaming video to YouTube including closed captioning. Trustee Thakur made a motion to direct District administration to move to live streaming the upcoming virtual Board Meetings and continue this process until physical attendance is safe to resume for Board Meetings and addressing ADA issues); Trustee Sugarman seconded the motion and after roll call it was approved 5-0.

Discussion/Action Item:

Re-opening of the 2020/2021 school year with various learning program models (COVID-19 update).

Carmen Serna, Executive Assistant to the Superintendent, read 30 public comments submitted via email regarding re-opening the school year and various learning program models.

Egleth Nuncci, FSD parent and DELAC President, spoke about parent concerns and the importance of safety for both children and staff. She asked for clarification regarding distance learning and helping parents that are in need of assistance.

Ashley Gomez, sister to Pacific Drive School student, expressed her concern regarding distance learning for her brother who has ADHD. Ms. Gomez stated distance learning is difficult for students with special needs.

Trustee Sugarman made a motion to recess, seconded by Trustee Meyer (approved 5-0 after roll call). The Board recessed at 5:35 p.m. and resumed Open Session at 5:41 p.m.

COVID-19 Board Presentation:

Dr. Pletka spoke about Governor Newsom's Executive Order regarding counties like Orange County where cases of COVID-19 are on the rise, schools will only be able to open with Distance Learning. Based on preliminary plans, FSD would open schools on August 11, 2020, through Distance Learning. The District would be in Distance Learning until cases decreased for 14 days in Orange County. At that time, the District could open our schools using the 4 program options. We will continue to implement our safety measures and necessary COVID 19 training, SB 98 clarification, rigorous Distance Learning, moral imperative, and timeline. Dr. Pletka stated Orange County Department of Education along with Orange County Board of Directors offer

guidelines to the District. The District is held legally responsible to follow orders (attestation) by the Governor and Orange County Department of Health.

Health and Safety Guidelines:

Based upon the California Department of Public Health (CDPH) guidelines and input from our employee and parent stakeholders, we have begun implementing the following health and safety guidelines for reopening schools and District facilities.

California Department of Public Health 10 Planning Areas:

- 1) General Measures For Providing a Safe Learning Environment
- 2) Promoting Healthy Hygiene Practices
- 3) Intensifying cleaning, sanitation, and ventilation
- 4) Implementing Distancing Inside and Outside the Classroom
- 5) Limited Sharing
- 6) Training All Staff and Educate Families
- 7) Check of Signs and Symptoms
- 8) Planning for a Staff Member, Child, or Visitor who is Sick
- 9) Maintaining Healthy Operations
- 10) Considerations for Partial or Total

Attestation Process:

The District must complete an Attestation process required by the Orange County Healthcare Authority and OCDE prior to reopening any school or District facility.

Facilities:

- Daily Thermometer Checks
- Hydration Tents and Wellness Areas
- Social Distancing in Classrooms (Average 17 desks per Class)
- No Sharing of School Supplies
- Use of Solar Structures and Tents for Extended Learning Activities
- Daily Cleaning and Sanitizing of Classrooms
- Regular Cleaning and Sanitizing of Restrooms
- Plexiglass for Offices and Face-to-Face Transactions
- Air Filters replaced with MERV-13 Filters
- Social Distancing Floor Decals
- One-Way Directional Signage
- Hand Washing Stations and Hand Sanitizers throughout the site
- Personal Protective Equipment (PPE) provided: Masks/Gloves/Sanitizer

Transportation:

- Temperature Checks before entering the bus
- Hand Sanitizer on each bus
- One Student (Family) per seat
- Masks worn by Driver and Students (per orders)
- Bus cleaned and sanitized between groups of students
- Students will eat breakfast and lunch in classroom
- Lunch will be staggered between 10:30 and 12:30
- Students will be supervised by Noon Supervisors in classrooms

Distance Learning Changes

2019-20: Due to LEA's were compelled to shut down quickly, they received blanket flexibility to complete the school year, including ADA hold harmless and waived penalties for minimum instructional minutes and instructional days.

2020-21: Different Expectations: 1) Requirements for annual instructional minutes and PE minutes waived 2) Requirements for daily instructional minutes and minimum number of instructional days in the school year maintained.

Distance Learning Expectations:

Confirm and provide technology for all students

Content aligned to grade level standards, and quality and intellectual challenge equivalent to in-classroom instruction

Supports for students performing below grade level, English learner students, students with disabilities, foster youth, and homeless youth

Accommodations to ensure individualized education plans can be executed

For English learner students, continue assessments of English language r and ability to reclassify as English proficient

Daily live interaction with teachers and classmates

Back to School Learning Options (when safe to resume in class instruction)

Option 1: 5 days on Site (On Site Learning)

Option 2: Alternative Days on Site (Hybrid Learning)

Option 3: Virtual Instruction: Independent Study

Option 4: Homeschool (My FSD Academy)

Rossana Fonseca, Coordinator for Educational Services, presented on Dual Language Immersion and what the DLA program may look like with Distance Learning.

The Board recessed at 8:20 p.m. and resumed Open Session at 8:28 p.m.

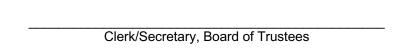
Dr. Pletka stated the District will send an update to parents notifying them Distance Learning begins on August 11th. The Board held discussion regarding the various learning options.

Trustee Sugarman made a motion to offer/adopt the four Back to School Learning Options; Trustee Berryman seconded the motion. Trustee Thakur requested data. It was then carried 4-1 (Trustee Berryman yes, Trustee Meyer yes, Trustee Thakur yes, Trustee Sugarman yes, President Vazquez no) to approve the Back to School Learning Options (when safe to resume in class construction). President Vazquez stated she is not agreement with Option 1: 5 days on Site (On Site Learning).

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

Adjournment:

President Vazquez adjourned the Special meeting on July 20, 2020, at 10:00 p.m.



Public Comments:

Comment 1:

My name is Selma Ortigoza, I am a parent of a upcoming preschooler, kindergardner and third grader. I need options besides online/distance learning. I am open to hybrid or weekly in classroom setting. My kids need to continue to get their education at school. It's really difficult when parents are working and we need to teach children at home in different age group. Please help, provide something else besides distance learning.

Thank you Selma Ortigoza

Comment 2:

I am a teacher in the Fullerton School District. As an educator, these last months have been difficult. Teachers want to be in the classroom. We want to interact with our students, and return to a state of normalcy. However, at present this does not seem possible nor wise. As we approach a decision regarding reopening schools this August, it is important we listen to those who have been and will be on the front lines, and focus on science, facts and safety.

Recent information has stated that children are less affected by Covid than adults, but that seems to be changing. More and more reports of children dealing with the disease are surfacing (information cited at the end of this statement). In an environment where the common cold is passed around like wildfire, can we really guarantee the safety of the children? No, we can't.

Even if we operate under the assumption that the students will be fine, what about the adult teachers and staff--the immune compromised, the expectant mothers, those over 60--what about our safety and health? One consideration that seems to be continuously overlooked is

that without teachers, schools cannot operate. Should even one person be affected by Covid on a single campus, everyone will be negatively affected. There are those in the community who rage against wearing masks, and shout about kids needing to get back to school for their emotional wellbeing. Should we have an outbreak of Covid, how will that affect their emotional wellbeing? Can we guarantee students will not be harmed? And can we guarantee that teachers and staff will stay well and present to help students through this time? No we can't.

We in the Fullerton School District have proven that distance learning on a virtual platform works—we altered our curriculum and began teaching under an entirely new format in two days—two days. Imagine how much better we will become if we are permitted to begin working on our lessons NOW. For any argument against distance learning, there are solutions—we just have to be willing to work together to implement them. Can we ensure that students will receive a quality education while distance learning? Yes we can.

For those against distance learning, against wearing masks, against basic safety precautions, what have we to lose? If we follow recommendations of scientists and medical professionals, and nothing happens, you may feel justified in your beliefs that all this is unnecessary. If we don't follow these recommendations, and you are wrong, people will die. The risk is simply too great.

We cannot allow willful ignorance to determine our course of action, especially when the safety of our teachers and our children is at stake. In order for teachers to continue our work, we need diligent support from our district leaders, and active participation from the community.

Thank you for your time. I sincerely hope our amazing school district will make the right choice, and choose distance learning for the health, welfare and safety of the students and the staff.

Respectfully, Erin Patinella Theater, ELA, Student Support Teacher

Comment 3:

To whom it may concern:

I had a concern about options for students other than social distancing. Also, if there was a possibility for other children to have online learning available. Will this be a possibility?

Thank you

Melissa Rodas

Comment 4:

I would like to add per the guidelines "There is a single exception. Local health officers may grant a waiver to allow elementary schools to reopen in-person instruction if the waiver is requested by the district superintendent, in consultation with labor, parents and community-based organizations. When considering a waiver request, the local health officer must consider local data and consult with the California Department of Public Health."

Can Fullerton SD Superintendent Request a waiver?

Thank you. Neil Esposito

Comment 5:

I am writing today because I have been deeply disturbed by the division within the Fullerton community, especially in the context of educating our children. I understand that everyone is under a great deal of stress due to an unprecedented global pandemic, economic turmoil, and social upheaval. At times like these, we have an opportunity to define who we are as a community, and be an example to our children as to what good citizenry is all about. Good citizenship is not just about voicing the views and frustrations of any one person, group, or race within a community. Good citizenship is about using those voices as an impetus for positive change and collaboratively working together to create SOLUTIONS that work to UNITE a community, not DIVIDE it further.

Let's talk about Black lives matter, NOT to be confused with the Marxist organization, Black Lives Matter. I am willing to bet that anyone who has stated that all lives matter has not once had to live in fear of death, every time they saw a cop. I bet that they have never felt the injustice of being treated like a criminal from the moment they were born, no matter where you go, no matter how much education you have, no matter what profession you're in, because of the color of your skin. I bet privilege blinds them of generational poverty and just how difficult it is to break through those chains. People forget that all of us minorities enjoy the rights and privileges we have today because black people fought and DIED for them. So I say to the Black community members in our city, THANK YOU.

However, you cannot blame people for not understanding something that did not exist in their lived experience. In the lived experiences of many citizens of this city, I'm sure that hard work did in fact lead to better standards of living and opened doors to opportunity, so it becomes even more difficult to understand the systematic and spiritual oppression that some minorities face. None of us fully understand the shoes in which our neighbors walk, but good ones ask and seek to understand, albeit not completely. Have you ever asked an Indian neighbor what their culture was like with the intention of accepting any differences as richness that adds to our community? Have you ever asked an Asian neighbor why they moved to Fullerton and why it is that Asian representation is so minimal considering its size? When was the last time you broke through the discomforts of racial differences to find common ground with your neighbor? All of our school board members, notably Mrs. Sugarman, is a good example of a neighbor who sought to understand the experiences of the underprivileged through many years of teaching in those communities. She continues to serve to be the voices of her constituents, fought for and made available a tremendous amount of resources to provide access to marginalized students, and for her and other board members to be insulted by recent attacks is an affront to people who have dedicated their lives to serving ALL students.

Those who are so critical of privileged groups within our city forget that these same privileged people fought alongside Blacks and also DIED to fight for the marginalized, all throughout American history. Privileged people in this city and all across America continue to work for, serve, and give to communities that suffer from systemic racism and poverty. When people highlight the high test scores of one group versus another in an unfavorable light, I would like to ask why? Isn't it a good thing that student subgroups in the city are performing well? Shouldn't we be celebrating that and work for all student subgroups to perform the same? Or is it to highlight the privilege of one group versus another and stir divisive resentment?

Speaking as an Asian woman, mother of children who attend Fullerton public schools, and a civil servant that dedicated my entire career serving underprivileged children, I ask that the parents and community members of Fullerton be sensitive to ALL groups within this city. This does not mean you have to agree with all points and that's the beautiful thing about democracy. Did you know that a great many Asian members of this community moved to Fullerton after the L.A. Riots, disillusioned by false promises of the American Dream? An entire community of Asians homes, businesses, and livelihoods were ransacked and destroyed because of resentment towards a group of people that were deemed too "privileged," and "different." The events of those days are reminiscent of "Kristallnacht," as the Nazis destroyed Jewish communities, which served as a precursor to the genocide of an entire race of people. NO ONE came to the aid of these Asians because they were the "model minority" resented by all groups. Have you ever thought what it would be like to be an Asian in this community? Yes, there were and still exist racist Asians, but let me ask you, aren't there in your racial group? Have you ever wondered why many Asians keep to themselves? Have you ever thought that they might also be hate-based trauma victims? Black, White, Asian, Latino, Native American... haven't we all been victims of racial hate? In light of all the violence, riots, and looting of businesses in the media as well as the economic uncertainties, have you ever wondered how opening up our schools with Black Lives Matter curriculum, celebrating anarchy, highlighting injustice without solutions, and complete ignorance of the lived trauma that a quarter of the community had faced would feel to Asian parents and their children? Is BLM going to cover the plight of Asians, the glass ceiling, and the destruction of an entire Asian community too? You attack our area representative because she is doing her job of listening to the pain of her community members? Shame on you for your ignorance, but I believe in the good will of this community to do the right thing.

I say NO to opening schools with Black Lives Matter. Anti-hate should be a regular part of the curriculum. BLM is a Marxist organization under the guise of racial justice, which promotes lawlessness, seeks to eliminate the police so they can freely usurp the government, and a radical terrorist group further that will further divide our community. BLM has no place in our children's education. I earnestly urge all of the well-meaning parents of this community to teach your children the love of diversity by getting to know your neighbor first and modeling what Fullerton citizenry should be. This is a solution that UNITES our community.

Citizen of Trustee Area 2 Name Omitted for Safety Reasons

Comment 6:

Good Evening Board Members,

When our family moved to Fullerton I confess I did not have much faith in the public school system. My brother has ADHD, and growing up he struggled with school, understandably. The system did not do him any favours. The accommodations put in place for him hindered him more than helped. My son also has ADHD, and his experiences up to joining FSD at Maple Elementary were all too familiar to me.

I was and still am blown away by the difference. My son in the three years he's attended school in this district has come farther than I could have imagined, and while he deserves credit for his hard work, and we deserve credit for the support he gets at home, a great deal of credit goes towards his educators. FSD is populated with amazing human beings and our children are so fortunate to have their lives touched by these wonderful people. My son went from an introverted angry young man, to running for student council. He graduated his IEP program. He was admitted to the Honors Society. I am so proud of all of his hard work, and I am eternally grateful for the guidance and support of educators and other staff who have helped him achieve these heights.

My daughter, having no disability, has also thrived. She is bright and this is recognized and celebrated by all of the educators and staff who guide her and teach her. They hold her accountable and push her to achieve. She's not ignored simply because she doesn't cause problems, and she's not allowed to 'phone it in.' That her educators recognize this and do expect her to achieve at her level is awesome.

It is both the leadership of the school district as a whole as well as the outstanding work of the entire staff and administration at Maple Elementary that has given my children opportunity and experiences they would not have had anywhere else. The leadership of Dr. Pletka and the board, the leadership of Anthony Abney, the dedication and love all the teachers, aids, and staff have for all the students of Maple is an asset worth acknowledging and protecting.

I applaud your commitment to our community, our families, and our partners in education. I appreciate that distance learning is a choice we had before the Governor made his announcement on Friday. I thank you from the bottom of my heart for your support of our children, community, and equally as important, the men and women who work every day with our children.

With sincerest gratitude and kindest regards, Jennifer Hoare

Comment 7:

1. Per the Governor's 7/17 order, counties on the State monitoring list must do distance learning until they are off the list for 14 consecutive days. This could create a horrible revolving door, where FSD bounces back and forth between distance and on-campus learning depending on whether Orange County is or isn't on the list. What is FSD going to do to prevent this? Will FSD commit to at least a month or two of distance learning regardless of Orange County's status on the list.

- 2. I have a question about the FSD options presented on June 23:
- In Option 1, two days are in-classroom core for instruction. Please explain in detail what is happening the other three days? (what, where, who supervising?) Will half of the school's students literally spend all day spread out around campus (like outside, on playgrounds, in library and multipurpose rooms)? How is that less risky than having them in the classroom?
- 3. A suggestion about the FSD options presented on June 23: In Options 1 & 2, half the students are in-classroom on Monday & Thursday and the other half on Tuesday & Friday. I suggest that you have the students do<u>consecutive</u> days. One group do Monday & Tuesday plus every other Wednesday. The other group do Thursday & Friday plus every other Wednesday. Far less nightly cleaning will be needed because the in-classroom group stays the same for consecutive days.
- 4. Regarding distance learning, I keep wondering why teachers can't simply present their normal core curriculum each day, live online? (Either from their homes or from their classrooms). In other words, have teachers actually teach/present core subjects every day for several hours. During normal times, students have to make it to school for set hours every day; why can't students be required to be online for set hours every day to participate in live instruction?

In this circumstance, the students at home would still need some adult supervision, but the adult would no longer be responsible for teaching the content.

If live, online instruction for <u>28</u> students at once is too many, perhaps divide them into cohorts for <u>distance</u> learning. A teacher would instruct cohort A (14 students) on Mon, Tues & every other Wed. That same teacher would instruct cohort B (14 students) on Thur, Fri & every other Wed. (Plus, if the school does switch to on-campus learning, it can maintain those same cohorts.)

5. Can you tell us what distance learning will likely look like/how structured/how taught? Who decides? Does each school/grade/teacher decide how to accomplish? Will parents be doing most of teaching like the Spring?

Thank you! From: Julie Giacopuzzi, Esq. (has a 1st grader, Beechwood)

Comment 8:

Dear Board Members,

Distance Learning at the close of the last school year did not work. Virtual meetings hosted by teachers were sporadic and mostly non-instructional. How will Distance Learning in the upcoming school year be different? Will instructors be required to host virtual instructions during the majority of the school days? This is especially important for younger learners, where parents may not be readily available and are not prepared for independent study.

Regards, Henry Au

Comment 9:

Dear board members,

My kid goes to Beechwood. Hence, my comment will be only for Beechwood since I am not aware of the other schools. As an educator, I ask you why Beechwood school did not provide education through zoom? 6th grade teachers just put the material and said "students are free to do work. No obligation." On top, teachers had only ONE hour office hours meeting per week in two time slots with only 30 minutes period each. This was absolutely a disappointing teaching methods by teachers. I have seen my friend's kid who are going to school at Manhattan Beach. Their teachers provided zoom meetings starting at 8 am until in the afternoon. The kids even ate their lunch with their teachers through zoom. What a wonderful experience for kids during this difficult times. They were not separated from their teachers. What a different practice than Fullerton School District? Is that because Manhattan Beach families are rich and teachers felt obliged to provide high practice education or because teachers love their kids and wanted to provide the best education for them even though they were allowed to choose whatever the delivery of their materials? I believe the combination of both. Did FSD think that majority of our families are middle class or poor families hence they would not complain whatever the FSD provides for them?

I hope and want to believe that FSD Board members will make decision about zoom meetings every day to students as if they are in real-time classroom.

Regards,

Prof. Gulhan Bourget

Comment 10:

Once Orange County has a 14 straight day decrease in infection rates and thus making it eligible to return to in-person classes, what is the estimated time frame needed to logistically prepare for in-person.

When in-person instruction returns, will it be standard 5 days per week or will it be a hybrid offering as has been proposed prior to Governor Newsom's distance mandate.

Best Regards,

Comment 11:

As I applaud Governor Newsom's order mandating distance learning during COVID-19, it is my fervent hope that the Board and Superintendent Pletka had intended to put the health and safety of students and staff first by reopening exclusively online even absent such state intervention. As the parent of a Ladera Vista junior high student and an active and involved volunteer within the FSD community for the last eight years, I eagerly look forward to hearing details of the "rigorous, meaningful instruction" our students can expect as mandated by the state. Indeed, the district's stated mission is "to work collaboratively with the community to provide an innovative, high-quality educational program for all students in a safe learning environment." In these challenging times, we are counting on FSD, more than ever, to deliver on its promise to provide "unique and challenging programs" equivalent to what students would receive in-person. I've spent years listening to the district present itself as a committed partner in ensuring academic excellence for all its students. Now, as never before, I certainly hope that's true.

Thank you,

Susan Wheeler

Comment 12:

Hi, my name is Steven Logwood and my family lives in Fullerton, California. Our household includes my wife Jacqueline, her parents and we have one child in junior high school, one child in high school and one child in college.

Everyone recognizes that there are benefits of in-person learning and negative consequences of children staying at home including, lack of access to nutrition. However we are primarily concerned about the possibility of our children being hospitalized due to COVID without us being able to provide the physical support they would need to recover. It's also terrifying for us to consider the possibility of watching a loved one die and not being able to visit them in the hospital and/or not being able to provide them with a funeral service.

I like others, get anxiety going into the grocery store and I can only imagine the fear and stress a teacher would feel in a classroom of thirty students. The threat to their lives is even more exacerbated if social distancing is not maintained and masks are not worn. Moreover, janitors and building staff responsible for sterilizing surfaces can be infected while cleaning the surfaces. These professionals did not sign up to risk their lives on a daily basis to educate our children.

At this point in time, there are too many known unknowns to endanger the lives of students and adults by reopening schools for in-person learning. In our opinion, it's better to absolutely minimize the possibility of illness and loss of life, even if that comes at the cost of a furloughed or postponed educational curriculum and even at the cost of other potential negative life circumstances. If students are dead they can't learn. If they are alive next year, they will have an opportunity to catch up on the lessons they missed this year.

I am the primary income provider for my family and as you might expect, I don't want to increase my chances of dying from COVID19. Instead, I want to decrease the odds of contracting the disease. That's why our family is following the guidelines of the CDC. Fortunately, I can work from home. If we are in public, we wear masks and gloves and we are minimizing contact with other people. Like many families, we are sacrificing our normal lifestyle in order to stay safe. If in-person learning at school resumes our family's probability of being infected with the coronavirus, directly or indirectly increases.

Although, we understand that some parents may want, or need their students to resume in-person learning, we'd prefer to continue with distant learning until it is safe for our children and teachers and staff to go to school.

Steven Logwood

Comment 13:

Thank you for your care and concern for keeping us safe.

Sandra Lee Tallant

Comment 14:

I am a parent of two elementary students of the Fullerton School District and a former graduate of Laguna Road Elementary, Parks Jr HS and Troy HS. As a student in the 90's and attending the different schools within the Fullerton District, I have always been surrounded by diversity in academics, cultures and race. As a Korean American, my parents have always modeled that with hard work, responsibility for your actions and respectful manners you can achieve your goals, whatever form it may be. It is a standard I hold myself to as an adult and also a model I teach my kids at home.

I ask that the Board continue to stand firm on their revised resolution #19/20-21 and DO NOT add the word BLM: the Black Lives Matter movement in the Fullerton Educational Curriculum. I believe that black lives matter the movement is a political stance and not beneficial to the enrichment of our children's education. It is a movement that Yes, a person's life is sacred and in no way should be taken away due to one man's irrational choice. But instead of supporting a movement that encourages self righteousness and anger. We as a Fullerton community need to come up with a better solution to address racial equality in our students. We need to raise up peacemakers, not entitled

dividers that take up the streets in "peaceful protest" that end up in rioting, looting, and or vandalizing statue. We need to teach students how to take personal responsibility for their actions and choices rather than blaming the system. We support our Black community and we all stand against racial injustice. In a diverse community, as Fullerton is, let us celebrate and honor all the different cultures and races. Let us not single out one minority group because at one point in time, each race has felt racism, faced inequality on a sports team, or experienced favoritism in the classroom.

I ask that the parents and community members of Fullerton be sensitive to ALL groups within this city. Unless we embrace and appreciate all people of color, we do not have the proper posture to begin discussing racial injustice in our public schools.

I stand and support Sugarman and her approach that ALL lives matter. Every student should feel they have the right to receive equal support from the Fullerton District staff and teachers. Because no race is better than the other and no race has felt more oppression than another

Resident of Trustee Area 2 Jinnie Sohn

Comment 15:

- 1. FSD announced learning options when school reopens, but it did not tell parents how to make selections. FSD should make this very clear to all parents, before school year starts.
- 2. FSD should make it very clear how grading and evaluation will take place, especially during mandatory remote learning period. "Pass" or "Participated" should not be used as grading parameter.
- 3. FSD needs to publish "virtual bell schedule" and number of hours that each teacher will interact with each student, in-person or in group. Remote learning does not mean reduced learning, and the number of hours each student interacts with teachers should not be compromised due to remote learning.

Scott Kao

Comment 16:

Here are all the reasons that I strongly disagree with requiring teachers to attend in person on campus:

- 1. The air systems in most schools are old and in need of replacement if they are to meet the safety standards for circulating air that is infected with COVID. This is a costly endeavor, but it should be done for when schools do eventually open back up. However, teachers should not be forced to work in unsafe air conditions and should not return to campus until these systems are updated. Additionally, turning the air off is not an option either as the classrooms can become sweltering during the first few months of school, creating an comfortable working environment and potentially dangerous one for those with medical conditions.
- 2. Teachers and staff will have to share restrooms while working. Restrooms without open air become hotspots for the transmission of COVID.
- 3. Adults transmit COVID to adults at a higher rate. Asking all adults to be on campus has the high potential to increase COVID cases among teachers and staff.
- 4. Governor Newsom's orders are first based on whether or not your county is on the monitoring list. In order to bring children back to school as soon as possible, we must work together as an entire county to be removed from that list. Creating conditions where COVID is more likely to spread is the opposite of the kind of decisions we all need to be making.
- 5. Many of your teachers are also parents who will have young kids at home who cannot attend school. Rather than requiring them to find daycare, which would increase COVID transmission in the county, they should be able to stay home with those kids.
- 6. Many of your teachers are in high risk categories for COVID. You are gambling their lives and the quality of their lives with this requirement. The same is true for teachers who are not high-risk, just to a lesser degree.
- 7. Some teachers can actually do the job better at home as their homes are better equipped with the appropriate tech needs of distance learning. For those who cannot, either provide them with the tech they need or give them the option to come to campus. This way, they are making their own gamble, and there will be fewer people on campus, thus lessening the rate of transmission.
- 8. Why? What is the reasoning behind requiring attendance on campus? Do you not trust your teachers to do their jobs with as much diligence at home as they do on campus? If so, this is a relationship issue between the district and the teaching staff that should be addressed, and I would encourage you to bring data to support your lack of trust to that conversation. Conversation should be the first step to a solution to that problem, though -- not life endangerment.

In short, if what you want is a greater return to normalcy, then now is the time to make the intelligent decisions that will lead to that goal. Keep teachers home.

Leah McCauley

Comment 17:

Hello, My name is Jennifer Thien and I have two children that attend school in the district. I am writing in concern for the teachers welfare. I was so impressed with the job that they did in the spring with my children's education in a time of crisis. I've heard rumors that school districts were considering having teachers teach remotely from their classroom. I want to make sure that that is not a consideration. Teachers are people like the rest of us and many have children and families of their own. The idea that we would send them to an empty classroom to teach when they can teach from the safety of their own home is preposterous and cruel. I know the amount of work that they are putting into remote learning is much more stressful than the usual workload. Why would we want to treat them like anything less than the professionals that they are?

Thank you for your consideration, Jennifer Thien

Comment 18:

We saw during the spring that distance learning was ineffectual as teachers attempted to deliver content to students in a method they have not been trained for and curriculum that was not designed for distance learning. The teachers did the best they could while trying to manage their own homes and coordinate with students on Zoom. As a professor that teaches both on-line and in-person, the content development and delivery is substantially different and does not just "convert" to on-line. What steps has FSD taken over the last four months to prepare for effective distance learning? If we choose to withdraw our children from FSD during this distance learning period, what will be the policy of readmitting students if/when the physical classroom opens up?

Scotty Galloway

Comment 19:

Please take note that the California government and the state's department of health websites state that the district superintendent can request a waiver to open elementary schools for in person instruction, granted by the local health officer. Since our district has done so well to prepare and create a spectrum of services with enhanced safety measures, I urge the board to support Superintendent Pletka in submitting a request to provide Fullerton families the best education you have worked so hard to provide. This would still allow concerned families to school from home while families whose children receive specialized instruction, families with parents who work and will be placing their children in childcare or else need to take off of work, as well as families who want their child to be at school, can have their children receive the education services their family needs.

Darrlene Rosete

Comment 20:

I am not supportive of distance learning. Where is the data that support full time distance learning will keep students healthier than in person learning?

By keeping learning online, we are doing a great disservice for the children. Not only are we short changing them on learning, but we are harming the children's development by inhibiting social interactions. And in many cases, this brings a great hardship to working parents of younger kids as additional resources will have to be used for childcare. And there is no data that says school age children are actively infecting others while getting sick themselves.

If the board feels compelled to do something, then set up a hybrid program. This way, those of us that feel in personal learning is a must can have at least a portion of the week learning conventionally. Without in person learning, our children will lose a significant amount of learning opportunity that will never be recovered.

Denny Sun

Comment 21:

Hello my name is Caleb Sun and I am 12 years old. Last year I was at Acacia elementary in 6th grade. And towards the end of the year, all of a sudden we went into online school. Online school was a better option for our safety, But it wasn't as providing as normal school. I felt like I wasn't learning as much and that's because it was online. Yes, we had 2-3 meetings a week, but it didn't feel as engaging. I would feel like I wouldn't have to do the work. And I know many kids who were very disengaged. Where as in normal school we were all, engaged. So I think that online school just doesn't give us as much learning and opportunity. As well as I don't get to interact with others. I think interacting and talking with others (in real life) helps you with social skills and lets you be more engaged in your class. Which in online school, we never really got to talk with our friends, etc. Lastly, is I missed out on a bunch of things and I'm going to miss out on more with online class. For example, 6th grade camp, band (which I don't know how Mr Hastings will be able to teach band in online), basketball at LV. In conclusion, this next year school year I will be starting junior high at Ladera Vista and I would love to go back to normal school to get a, what I feel-better education, I wouldn't miss out on anything, and I would be able to interact with others. So I am really hoping along side many other kids in FSD that we are going to be in normal school for 7th grade.

Thank you for your time and allowing me to voice my opinion.

Sincerely,

Caleb Sun

Comment 22:

My wife and I are parents of an incoming 2nd grader at Raymond Elementary in the DLA program, and we have lived here in Fullerton for several years.

I'm thankful that the Governor mandated we begin the school year with Distance Learning. I am writing to ask you to extend this to the full semester and not consider a reopening if the county comes off the watch list.

I am including citations for any information given for the transcript for anyone who desires to look into these facts more.

There is a growing body of evidence that shows increased transmission and harmful effects of COVID-19 among young people. Just a few days ago a 13 year old boy in Claremont died while experiencing COVID-19 symptoms (actual infection status still pending. article: https://losangeles.cbslocal.com/2020/07/17/claremont-13-year-old-dies-covid-19-symptoms-maxx-cheng/). Israel, a first world country, opened its schools fully in May and had hundreds of new cases among students and staff just two weeks later, ultimately putting almost 30,000 people in quarantine by last week (https://www.thedailybeast.com/israeli-data-show-school-openings-were-a-disaster-that-wiped-out-lockdown-gains).

This situation is temporary, and will pass. There is an increasingly positive outlook on vaccine research, even as of today with the new developments coming out of Oxford (https://www.bbc.com/news/uk-53469839). I believe it is imperative we put the safety of our students and staff above parental convenience and in-person learning until a safe and effective treatment of this disease and/or a vaccine is available. It is true that some or many of our students will experience a more difficult learning environment temporarily. While this is unfortunate, it is the preferable situation to getting sick and learning first hand what the long term health effects on our children may be.

Please put the safety of everyone first and abandon any hybrid or full attendance models for the remainder of calendar year 2020. A potential spring 2021 return should be evaluated later this year.

Ray and Kate Gibson

Comment 23:

I am concerned with the choice you have made to have classes all online for students in the upcoming school term. While I know that it is in response to rising cases of COVID-19 in Orange County, it is noted that only 8.6% of kids aged 0-17 are showing up as positive cases. In addition, death rates for kids in the same age range is at 0.0%. It has also been determined from studies presented by *Pediatrics*, the Official Journal of the American Academy of Pediatrics on the peer reviewed study, "COVID-19 Transmission and Children: The Child Is Not to Blame", it was found "that the child was not the source of the infection that children most frequently acquire COVID-19 from adults, rather than transmitting it to them." Based on this and other recommendations by the American Academy of Pediatricians who advocated for sending kids back to school, I urge you to reconsider your decision to forgo on traditional in classroom learning. Further, "accumulating evidence and collective experience argue that children, particularly school-aged children, are far less important drivers of SARS-CoV-2 transmission than adults. Therefore, serious consideration should be paid toward strategies that allow schools to remain open, even during periods of COVID-19 spread. In doing so, we could minimize the potentially profound adverse social, developmental, and health costs that our children will continue to suffer until an effective treatment or vaccine can be developed and distributed or, failing that, until we reach herd immunity" 1

Kids are missing out on learning and growth development that is vital to their mental and emotional well-being. Being subjected to these stay at home orders has adverse effects on children in various ways and it is in the best interest of children overall to return to the classroom. I have two kids who attend the Fullerton School District and it was evident to me in the last school term how disengaged they were as soon as online learning began. Not only were they just being assigned work on Google classroom, I failed to see adequate, live meetings with students via Zoom or other video platforms. You cannot expect all kids to be self-sufficient and motivated on their own, they need adequate guidance from their teachers, not a checklist of to do items for the week and a check in once or twice a week. I would like to see the option available for those families that want to send their kids to school for traditional learning, or at the very least hybrid learning as was the original plan. For online learning, I expect to see teachers meeting with students for each class they have in real time. Our children need this interaction with their teachers and peers and it is vital that you do all that you can to make sure this happens. Thank you for your attention to this urgent matter.

Sincerely,

Beena Matthew

Comment 24:

I am writing to share thoughts/suggestions about Distance Learning this fall.

I would like to request face-to -face lessons be conducted synchronously via Zoom where the teacher engages with all students in a similar manner to the classroom. The only change would be that each child is doing the lesson from home instead of the classroom. Posting lessons/video's for students to do on their own was not effective with my two kids last spring.

It would help to keep the schedule the same requiring students to sign-in with the Homeroom teacher for attendance at start of school, and continue with the subjects with recess and lunch as scheduled. The change would be that both recess and lunch would be at home with family or caregiver.

Thank you for your consideration, niroshika keppetipola Parents of two FSD attending students

Comment 25:

Esteemed Board Members and District Administration,

I am privileged to belong to FSD as a 20 year veteran teacher, and as a parent, with two children currently attending FSD schools. This spring my children's teachers did a PHENOMENAL job! They kept up the rigor and culture of the classroom with daily live instruction and

asynchronous activities. My husband, also a teacher, and I, upgraded our internet, bought microphones, overhauled the home office, and turned our home into a place we could have 4 people learning / teaching at the same time. We did it all on our own dime because we knew it was important, and because we are teachers - preparing is what we do! Of course, it wasn't perfect, and so this summer we have spent time learning and researching and planning - for any and all situations - because we had no idea just what we were planning for. I say this not for a pat on the back, in fact, I could name a dozen teachers who have done even more, but I tell my story to encourage you to trust your teachers. We are committed to learning and teaching in FSD. In the spring our school administration, along with district support, proved they value our safety and respect us as professionals when they empowered us with the freedom to teach from home rather than in our empty classrooms. Please continue to trust and empower us as we rise to this latest challenge. Provide teacher choice whenever possible, and consider that our teachers are juggling myriad home situations while remaining ever committed to teaching and learning in FSD. Together we will continue to show Fullerton School District is a place for innovation, community, safety, and excellence in education. Thank you for your time.

Andrea Calvo Ladera Vista School of the Arts

Comment 26:

As we are leaning toward distance learning, what are the chances that the FSD would provide free wireless hotspot for low-income students like LAUSD?

Thanks, Jason

Comment 27:

Dear Raymond Elementary and Fullerton School district.

My name is Katerina Fischer-Militaru. Along with my husband Michael, and on the behalf of our 3 children – Sarah 2nd grade DLA, Claire TK, and Rebecca 21 months old – I am writing this letter because we do not agree with Governor Newsom's mandate announced last Friday and we request that the district apply for the elementary school exemption. We feel very strongly that our children should be allowed to go back to school – without masks but with appropriate social distancing – free to play, eat and have their PE class outside. We believe socializing and in-class learning with a teacher is crucial for our children's wellbeing. Since research shows that children rarely spread this virus^{1,2}, we do not see how their presence at school can be any danger to them or the faculty. On the contrary, the long term damaging effects of extended screen time required for distance learning far exceed the minimal threat of this virus to our children, and this does not even begin to address the serious socio-economic damage this will cause to families across the country³. We are not willing to compromise the wellbeing of our children in that way.

As for our family, I am a mother who takes care of our school-aged girl and 2 little kids, including a toddler, and am doing this more or less on my own as my husband works long hours 5-6 days a week. This means that I am constantly cooking, cleaning, and changing diapers – not to mention that I have no credentials to be teaching, especially not in Spanish. My children love to learn with a teacher and do not like to study with me. Denying them the choice to go to school makes me very sad. As for Sarah, she does not get Spanish anywhere else but at school. How is this going to work for her? Toward the end of the last school year she lost her passion for learning. I spent sleepless nights trying to figure out the homework and translating her Spanish work, so I could understand what she needs to learn and be ready to answer questions. She did a great job completing all her work, but did she actually learn something? Who could blame her, with her baby sister crying for attention – who I could not be there for as I normally would – plus seeing her other sister play and color while Sarah had to study, it would be impossible for a 6 or 7 year old to have that kind of discipline and focus and not to be distracted.

Aren't there any teachers who share the same view and who are willing to put a shield on – not a mask – since kids need to see their teacher's mouth moving as they speak, especially when learning in a foreign language? Can't we give the teachers a microphone and speaker, so the students can hear and understand them clearly?

I understand that these are not easy times. All I am asking is that we as a community can focus more on the actual research data, and less upon the fear that is being brought upon us, to stay strong, to use our common sense and to apply for the state exemption to stay open and let our children grow.

Sincerely,

Katerina Fischer-Militaru

Public Comment 28:

As a long time FSD parent, I'm heartbroken that the amazing work our district has done to prepare for on campus education was summarily negated by Governor Newsom last Friday. This district has a safe way to reopen its campuses for learning and I urge this Board to do the following:

- 1. Authorize your Superintendent to continue preparations for all three education options previously presented to parents: homeschool, hybrid distance learning, and 5 days of on-campus education. Continuing to prepare for on-campus learning will ensure our district is ready for the earliest opportunity to welcome families, who wish, back on our campuses, once it is allowed.
- 2. Send a letter to the Governor demanding he revise his order. His order should not be connected to his watch list. Instead, districts who have enhanced cleaning and sanitization, can ensure proper physical distancing, have a testing program in place, etc should be able to get authorization from the State Superintendent of Instruction to open.

Local school districts should have the authority to plan for the specific needs of each district. Please stand up for our children and their education; be our voice!

Jennifer Fitzgerald Sunset Lane mom

Public Comment 29:

During DL, I would like more instructions and guideline from the teachers to the parents on daily/weekly basis on how to help the children. Especially for the younger students, it gets extremely hard to help the student at home when the student gets lost during DL and parents don't know what and how to help the student. It becomes a blind leading a blind.

For school opening, I would like to see the hybrid being more of two weeks on and two weeks off option to follow the 2 week quarantine guideline by WHO and CDC. When they attend school 2.5 days, it'll be hard to trace and track and mitigate virus spreading.

Cindy Kim

Public Comment 30:

Hello, my name is Van Nguyen, one of the parents at Golden Hill Elementary. My kid not learning much online. I wish he and all other kids can go to school being safe. Like what I heard before kids go to school on Monday & Wednesday, other groups on Tuesday & Thursday, sound not good to me. When one got, look like all kids will get infected. I think School can divide students into two groups A&B. Each group will go to school for two weeks then switch to other. During those 2 weeks for distance learning we can consider its a Self quarantine/Incumbents and time in case anyone get sick we will know right away so we can limit the spreading of the pandemic. It's safer for the kids and all others and this is what I'm thinking.

Best regards,

Van Nguyen

FULLERTON SCHOOL DISTRICT

Agenda for Regular Meeting of the Board of Trustees Tuesday, July 28, 2020

3:30 p.m. Closed Session, 4:00 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.

THIS MEETING WILL BE TAPE RECORDED AND LIVE STREAMED. YOU CAN ACCESS THE LIVE STREAM VIDEO AT: Http://bit.ly/fsdinnovationonyoutube

* The video recording of this meeting will be posted to our Youtube site and we will utilize Youtube's closed captioning software to enhance the meeting with closed captioning. Youtube does not always add closed captioning to videos that are long or that have multiple voices at the same time, so closed captioning may not appear. We will also use our website vendor Edlio to add closed captioning and post the videos to our board meeting webpage. Youtube's and Edlio's closed captioning are not 100% accurate. We apologize if the computer-based closed captioning adds inappropriate words into the meeting content by accident. The closed captioning cannot be considered part of the public record as it is not a word-for-word accurate representation of the meeting.

The Public may listen to this meeting by accessing the following audio:

(669) 900-9128 or (253) 215 -8782 or (346) 248-7799 (toll charges may apply)

Webinar ID: 881 0799 8531

Password: 799541

Public comment may be submitted by email to publiccomment@myfsd.org on or before Tuesday, July 28, 2020 at 11:30 a.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.

3:30 p.m.- Call to Order, Pledge of Allegiance

Public Comments

3:30 p.m.- Recess to Closed Session – Agenda:

- •Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District
- •Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]: Superintendent Evaluation Process and Timeline

4:00 p.m. – Call to Order Open Session, Pledge of Allegiance, Report from Closed Session.

Information from DELAC, PTA, FETA, CSEA, FESMA

Public Comments

Public Comments/Persons Addressing the Board – Policy

The Board meeting follows rules of decorum. Per Board Bylaw 9323, persons who wish to comment on topics included on the Open Session Agenda item are invited to submit comments via email to the following email address publiccomment@myfsd.org on or before Tuesday, July 28, 2020 at 11:30 am and include first and last name of person submitting public comment. Please limit comments to 450 words or less to address the Board on each agenda or non-agenda item. An email for public comment must be submitted by specific agenda item or topic and not combined. All comments submitted will be read aloud during the meeting by Carmen Serna (Executive Assistant to the Superintendent) or designee. Please note, all email correspondence relating to this meeting will become part of the Board minutes and will be screened for appropriate content.

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

Speech and Debate Summer Camp Update

Approve Minutes

Regular Meeting June 23, 2020 Adjourned Meeting June 25, 2020 Special Meeting July 02, 2020 Special Meeting July 16, 2020 Special Meeting July 20, 2020

Action Item:

Approve agenda as listed below

<u>Approve Consent Agenda and/or Request to Move an Item to Action</u> 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 N22D0363 throughN22D0370, N22E0387 through N22E0405, N22M0314, N22R1220 through N22R1238, N22V0163 through N22V0168, P22B0001,

- P22D0001 through P22D0006, P22L0001 through P22L0005, P22M0001 through P22M0030, P22R0002 through P22R0101, P22V0001 through P22V0025, P22X0001 through P22X0128, P22Y0001 through P22Y0060, P22Z0001 through P22Z0073 for the 2019/2020 and 2020/2021 school years.
- 1d. Approve/Ratify Nutrition Services purchase orders numbered 220693 through 220734 for the 2019/2020 school year and purchase orders numbered 230000 through 230061 for the 2020/2021 school year.
- 1e. Approve/Ratify warrants numbered 128305 through 128682 for the 2019/2020 and 2020/2021 school years.
- 1f. Approve/Ratify Nutrition Services warrants numbered 14401 through 14418 for the 2019/2020 school year and 14419 through 14447 for the 2020/2021 school year.
- 1g. Approve submission to the California Department of Education of the spring Consolidated Application for Funding Categorical Aid Programs for the 2020/2021 school year.
- 1h. Approve Renewed Placement Agreement with University of Southern California (USC) effective August 1, 2020, through June 30, 2023.
- 1i. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 4 (April 1, 2020-June 30, 2020).
- 1j. Approve/Ratify Renewed Retainer Agreement of legal services with the Law Offices of Best, Best & Krieger effective during the 2020/2021 fiscal year.
- 1k. Approve/Ratify the Inclusive Early Education Expansion Program Grant effective June 15, 2020 through December 31, 2024.
- 1I. Approve new Independent Contractor Agreements with Boys & Girls Club of Fullerton and City of Fullerton for services provided in support of Proposition 49 Grant-Funded After School Education and Safety Program for the 2020/2021 school year from August 11, 2020 through May 28, 2021.
- 1m. Approve new Educational Consulting Agreement between Fullerton School District and North Orange County Community College District to provide college courses for grades 7 & 8 students effective August 24, 2020 through December 12, 2020.
- 1n. Approve new Agreement between Fullerton School District and Advantage Communications for the Speech and Debate Program for the 2020/2021 school year.
- 1o. Approve/Ratify revised Contract Addendum between Fullerton School District and Advancement Via Individual Determination (AVID) to provide support and training for District staff.
- 1p. Adopt resolutions numbered 19/20-B039 through 19/20-B040 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.
- 1q. Adopt resolution numbered 20/21-B001 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

- 1r. Approve/Ratify warrant numbered 1216 for the 2019/2020 school year.
- 1s. Approve/Ratify new affiliation agreement of unpaid dietetic student internship agreement with Lagniappe Wellness, effective July 1, 2020 through June 30, 2025.
- 1t. Approve/Ratify EMS-ISITE software school nutrition network, hardware, support, and maintenance beginning July 1, 2020 through June 30, 2021.
- 1u. Approve renewal of Harris School Solutions software, hardware, support, and maintenance agreement for the 2020/2021 year.
- 1v. Approve/Ratify renewal of piggyback contract between Fullerton School District and P&R Paper Supply from Saddleback Unified School District Beach Cities Cooperative Bid No. 18-01 for paper products delivery service during the 2020/2021 school year.
- 1w. Approve/Ratify new piggyback contract between Fullerton School District and Galasso's Bakery, from Garden Grove Unified School District RFP No. 1806 for fresh bread and bakery products for the 2020/2021 school year.
- 1x. Approve/Renew the piggyback between Fullerton School District and Torrance Unified School District Bid No. 10-04-09-19, for classroom and office furniture from various vendors.
- 1y. Approve/Renew the piggyback bid for the purchase, lease, relocation, dismantling, and removal of Division of State Architect (DSA) approved portable buildings from Elite Modular Leasing and Sales, Inc. from Savanna School District Bid SSPU, #40-09/2016-17.
- 1z. Approve/Renew the piggyback from Placentia-Yorba Linda Unified School District Bid No. 218-09, for Janitorial Supplies from Glasby Maintenance Supply.
- 1aa. Award a contract to KYA Services, LCC, pursuant to the State of California Multiple Award Schedules (CMAS) contract number 4-20-78-0089C, for the purchase of flooring materials, playground equipment and sport surface synthetic track.
- 1bb. Approve Classified tuition reimbursement.
- 1cc. Approve purchase of hotspots from Verizon Wireless for district-provided internet for 2020/2021 school year.
- 1dd. Approve contract between Fullerton School District and COMPanion Corporation for the 2020/2021 school year.
- 1ee. Approve amendment between the Fullerton School District and Canvas to provide additional licenses if needed for the 2020/2021 school year.
- 1ff. Approve amendment between the Fullerton School District and Florida Virtual Schools to purchase additional licenses as needed for the 2020-2021 school year.
- 1gg. Approve/Ratify contract between the Fullerton School District and PowerSchool for Ed-Fi Integration implementation, maintenance and support for 2020/2021 school year.

- 1hh. Award a contract to the State of California Department of General Services No. AR3230: Data Communication Products and Services.
- 1ii. Approve/Ratify Classified Personnel Report.

COVID-19 Update

Public Hearing

Conduct Public Haring to allow for public comment regarding Adoption of Resolution #20/21-01 to establish temporary interfund transfers of special or restricted fund monies.

Discussion/Action Items:

- 2a. Adopt Resolution #20/21-01 to establish temporary interfund transfers of special or restricted fund monies.
- 2b. Adopt Resolution #20/21-03 authorizing designated District personnel to sign various documents by signature to be kept on file by the Orange County Superintendent of Schools for the Fullerton School District (Districts 22, 40, 48).
- 2c. Adopt Resolution #20/21-04 authorizing and providing for the levying of special taxes within Community Facilities District 2000-1 (District 40, Van Daele).
- 2d. Adopt Resolution #20/21-05 authorizing and providing for the levying of special taxes within Community Facilities District 2001-1 (District 48, Amerige Heights).
- 2e. Approve settlement agreement with ASTRA Builders, Inc.
- 2f. Adopt/ratify Resolution #20/21-02 establishing the Student Activity Fund (Fund 08).

Presentation:

Online Agenda software for Board Agendas and meetings

Discussion/Action Items (continued):

2g. Approve online Agenda Agreement

Option A: Approve Service Agreement #Q-499608 between the Fullerton School District and Diligent Corporation for the 2020-2021 school year.

Option B: Approve Service Agreement between the Fullerton School District and California School Boards Association's (CSBA) GAMUT for the 2020-2021 school year.

- 2h. Determine legal counsel attendance for future Board Meetings.
- 2i. Determine Open Session start time for the August 11, 2020 Board Meeting and future Board Meetings.

Superintendent's Report

Information from the Board of Trustees

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

The next Special meeting of the Board of Trustees will be held on Wednesday, August 5, 2020, at 5:00 p.m. (Virtual Meeting) and the next Regular scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, August 11, 2020, at 6:00 p.m. (Virtual Meeting). in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California. Translation services are available upon request. Please contact Carmen Serna, in the Superintendent's Office (714) 447-7405 (carmen_serna@myfsd.org), if you would like a Korean or Spanish interpreter to be available at a Board of Trustee Meeting (72 hours prior to a Board Meeting).

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

통역 안내는 요청시 이용하실수 있습니다. 한국어 또는 스페인어 통역사를 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.

CONSENT ITEM

DATE: July 28, 2020

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

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

SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

<u>Background:</u> The following document reflects extra hour(s), new hire(s), resignation(s),

reassignment(s), retirement(s), stipend(s), and waiver.

<u>Funding:</u> Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

CH:nm Attachment

000000FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON JULY 28, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
1240	Frausto	Miguel	Nicolas	Teacher	Extra Hours	Approve contracted hourly rate NTE ten (10) hours for certificated employee to work on SPED planning during summer. Budget #0130420109-1101	6/1/20- 7/31/20
1239	Yamamoto	Leah	Nicolas	Teacher	Extra Hours	Approve contracted hourly rate NTE ten (10) hours for certificated employee to work on curriculum planning during summer. Budget #0110020109-1101	6/1/20- 7/31/20
1239	Shin	Grace	Nicolas	Teacher	Extra Hours	Approve contracted hourly rate NTE ten (10) hours for certificated employee to work on curriculum planning during summer. Budget #0110020109-1101	6/1/20- 7/31/20
1239	Ortega	Marisa	Nicolas	Teacher	Extra Hours	Approve contracted hourly rate NTE ten (10) hours for certificated employee to work on curriculum planning during summer. Budget #0110020109-1101	6/1/20- 7/31/20
1239	Desai	Shital	Nicolas	Teacher	Extra Hours	Approve contracted hourly rate NTE ten (10) hours for certificated employee to work on curriculum planning during summer. Budget #0110020109-1101	6/1/20- 7/31/20
	Johnston	Patrick	Golden Hill/Maple	Music Teacher	New Hire	Class IV, Step 11	8/6/20
PR21- 00077	Peterson	Aaron	Sunset Lane	Resource	New Hire	Class IV, Step 11	8/6/20
PR21- 00075	Hodges	Brian	Parks JHS	Resource	New Hire	Class IV, Step 4	8/6/20
PR21- 00076	Kohler	Cassandra	Laguna Road	Resource	New Hire	Class IV, Step 1	8/6/20
PR21- 00077	Norris	Evan	Parks JHS	Resource	New Hire	Class II, Step 1	8/6/20
PR20- 01264 & PR20- 01263	Flores	Vanesa	Valencia Park/TBD	Resource	New Hire	Class II, Step 1	8/6/20
PR21- 00078	Boynton	Katie	Golden Hill	SDC/MS	New Hire	Class II, Step 1	8/6/20
PR20- 01009	Abanejo	Christine	Pacific Drive	Speech	New Hire	Class IV, Step 1	8/6/20
	Russell	Marissa	Nicolas	Teacher	New Hire	Class III, Step 9 (approved on 6/23/20, but previsous Effective Date was 8/7/20)	8/6/20
PR20- 01004	Chua	Audrey	Special Services	Speech	New Hire	Class IV, Step 3 (approved on 6/23/20, but previsous Effective Date was 8/7/20)	8/6/20

000000FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON JULY 28, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
PR20- 01003	Hudson	Esther	Special Services	Nurse	New Hire	Class III, Step 11 (approved on 6/23/20, but previsous Effective Date was 8/7/20)	8/6/20
PR20- 01007	Marks	Patrick	Special Services	Resource	New Hire	Class II, Step 4 (approved on 6/23/20, but previsous Effective Date was 8/7/20)	8/6/20
PR20- 01016	Sixtos	Dulce	Special Services	Teacher	New Hire	Class II, Step 2 (approved on 6/23/20, but previsous Effective Date was 8/7/20)	8/6/20
	Stapleton	Heather	Special Services	Speech	New Hire	Class II, Step 1 (approved on 6/23/20, but previsous Effective Date was 8/7/20)	8/6/20
	Frutchey	Lynne	Laguna	Teacher	Retirement		6/30/20
PR21- 00060	TBD			PE Teachers		Approve stipend NTE \$540 for PE teacher to plan and collaborate a structured instructional and extendelearning schedule and program for 2020/2021. Budget 0140155239-1901	7/1/20 - 8/6/20
002	Bagger	Danielle	Laguna	Teacher	Stipend	Approve stipend of \$120/day (NTE 2 days) for leadership and summer training . Budget #0130218101-1101	07/01/20 - 08/06/20
002	Browne	Lindsey	Laguna	Teacher	Stipend	Approve stipend of \$120/day (NTE 2 days) for leadership and summer training . Budget #0130218101-1101	07/01/20 - 08/06/20
002	Curley	Carole Anne	Laguna	Teacher	Stipend	Approve stipend of \$120/day (NTE 2 days) for leadership and summer training . Budget #0130218101-1101	07/01/20 - 08/06/20
002	Houlihan	Brenda	Laguna	Teacher	Stipend	Approve stipend of \$120/day (NTE 2 days) for leadership and summer training . Budget #0130218101-1101	07/01/20 - 08/06/20
002	Nguyen	Mary	Laguna	Teacher	Stipend	Approve stipend of \$120/day (NTE 2 days) for leadership and summer training . Budget #0130218101-1101	07/01/20 - 08/06/20
002	Merda	Megan	Laguna	Teacher	Stipend	Approve stipend of \$120/day (NTE 2 days) for leadership and summer training . Budget #0130218101-1101	07/01/20 - 08/06/20
002	Platon	Angela	Laguna	Teacher	Stipend	Approve stipend of \$120/day (NTE 2 days) for leadership and summer training . Budget #0130218101-1101	07/01/20 - 08/06/20
002	Schade	Emily	Laguna	Teacher	Stipend	Approve stipend of \$120/day (NTE 2 days) for leadership and summer training . Budget #0130218101-1101	07/01/20 - 08/06/20

000000FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON JULY 28, 2020

PCD	Last Name	First Name	Location	Assignment	Action	Description/Budget	Effective Date(s)
002	Smith	Casey	Laguna	Teacher	Stipend	Approve stipend of \$120/day (NTE 2 days) for leadership and summer training . Budget #0130218101-1101	07/01/20 - 08/06/20
002	Wilson	Cathy	Laguna	Teacher	Stipend	Approve stipend of \$120/day (NTE 2 days) for leadership and summer training . Budget #0130218101-1101	07/01/20 - 08/06/20
	Stapleton	Heather	Special Services	Speech	New Waiver Request	Title 5-80129: California Commission on Teacher Credentialing authorization to provide the employing agency with one year to complete a requirement. Approve new waiver request for Speech Therapist, from 08/06/2020 to 08/05/2021 per EC 44268: Professional Preparation Program for the Speech Language Pathology Services Credential.	08/06/2020 - 08/05/2021
This is	to certifiy that	this is an exact	copy of the Certif		nnel Report uly 28, 2020	approved and recorded in the minutes of the Board of .	Trustees on

Clerk/Secretary

CONSENT ITEM

DATE: July 28, 2020

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

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

SUBJECT: ACCEPT GIFTS AND AUTHORIZE DISTRICT STAFF TO EXPRESS THE

BOARD OF TRUSTEES' APPRECIATION TO ALL DONORS

<u>Background:</u> According to Board Policy 3290(a), the Board of Trustees may accept any

bequest, gift of money, or property on behalf of the District. Gifts must be deemed suitable for a purpose by the Board of Trustees and be used in an appropriate manner. However, it is the policy of the Board of Trustees to discourage all gifts, which may directly or indirectly impair the Board of Trustees' commitment to providing equal educational opportunities to the students of the District. As indicated in the above-mentioned Board Policy, the District Superintendent approves gifts designated for a specific school for acceptance at that school. Descriptions of gifts presented for acceptance are included on the attachment. Gifts for specific dollar amounts are noted,

non-monetary gifts are identified, and the donor is responsible for reporting the

value to the Internal Revenue Service.

Rationale: The Board of Trustees of the Fullerton School District gratefully accepts

monetary and non-monetary gifts from public and private entities. These gifts help reduce the costs of school materials, curriculum, and extracurricular

student activities.

<u>Funding:</u> 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: July 28, 2020

SITE	DONOR	RELATIONSHIP	DONATION	PURPOSE	AMOUNT
District Office	Schools First Federal Credit Union	Community Partner	Monetary Donation	COVID donation	\$1,000.00
Fern Drive, Maple, Nicolas, Orangethorpe, and Sunset Lane	The Wilson W. Phelps Foundation	Community Partner	Monetary Donation	STEAM, Robotics, and Science	\$93,769.00
Hermosa Drive	The OC Marathon Foundation	Community Partner	Monetary Donation	School wide donation	\$190.00
Parks JHS	Reyes Coca Cola Bottling	Community Partner	Monetary Donation	School wide donation	\$25.44
Raymond	Box Tops for Education	Community Partner	Monetary Donation	ASB Student Council	\$100.01
Superintendent's Office	No Kid Hungry	Community Partner	Monetary Donation	No Kids Hungry Program	\$25,000.00

CONSENT ITEM

DATE: July 28, 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 N22D0363 THROUGH

N22D0370, N22E0387 THROUGH N22E0405, N22M0314, N22R1220 THROUGH N22R1238, N22V0163 THROUGH N22V0168, P22B0001,

P22D0001 THROUGH P22D0006, P22L0001 THROUGH P22L0005, P22M0001 THOUGH P22M0030, P22R0002 THROUGH P22R0101, P22V0001 THROUGH P22V0025, P22X0001 THROUGH P22X0128, P22Y0001 THROUGH P22Y0060,

P22Z0001 THROUGH P22Z0073 FOR THE 2019/2020 AND 2020/2021

SCHOOL YEARS

<u>Background:</u> Expenditures for the District must be approved by the Board of Trustees per

Board Policy 3000(b). Any purchase orders included in the number range listed, but excluded in the Purchase Order Detail Report, are purchase orders that have either been canceled or changed in some manner and appear in the other sections of this report entitled Purchase Order Detail—Canceled Purchase

Orders, or Purchase Order Detail—Change Orders. The subject purchase orders

have been issued since the report presented at the last Board Meeting.

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

Rationale: Purchase orders are issued by school districts to purchase goods and services

from merchants and contractors.

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify Purchase Orders numbered N22D0363 throughN22D0370,

N22E0387 through N22E0405, N22M0314, N22R1220 through N22R1238, N22V0163 through N22V0168, P22B0001, P22D0001 through P22D0006, P22L0001 through P22L0005, P22M0001 through P22R0002 through P22R0101, P22V0001 through P22V0025, P22X0001 through

P22X0128, P22Y0001 through P22Y0060, P22Z0001 through P22Z0073 for the

2019/2020 and 2020/2021 school years.

RC:MG:yd Attachment

PURCHASE ORDER DETAIL REPORT

BOARD OF TRUSTEES MEETING 07/28/2020

FROM 06/05/2020 TO 07/09/2020

PO <u>NUMBER</u>	<u>VENDOR</u>	PO <u>TOTAL</u>	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
N22D0363	PLB INDUSTRIES	754.25	754.25	0110321109 4310	Reimburse Orangethorpe DC / Materials and Supplies Instr
N22D0364	PARTNERS IN LEARNING PROGRAM	649.80	649.80	0152657719 4350	Superintendent Discret / Materials and Supplies Office
N22D0365	PEPPER MUSIC, J W	343.71	343.71	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
N22D0366	ANDERSON'S	1,152.92	1,152.92	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
N22D0367	PRESSAVVY INC.	6,233.32	6,233.32	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
N22D0368	KBI AND ASSOCIATES	266.97	266.97	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
N22D0369	KBI AND ASSOCIATES	266.97	266.97	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
N22D0370	COLLEGEBOARD	7,379.00	7,379.00	0150855109 4310	District Testing Instruction / Materials and Supplies Instr
N22E0387	WATKINS, JODI	56.55	56.55	0111625107 4310	Cotsen Foundation Instr Richma / Materials and Supplies
N22E0388	LARSEN, JILL	21.54	21.54	0130422109 4310	LCFF Base Instr Pacific Drive / Materials and Supplies
N22E0389	GROVER, LAURA	119.59	119.59	0130422109 4310	LCFF Base Instr Pacific Drive / Materials and Supplies
N22E0390	GAER, RUTH	27.11	27.11	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplies
N22E0391	STEWART, KIMBERLY	113.53	113.53	0138352101 4310	Lindamood Bell Interv Training / Materials and Supplies
N22E0392	RADZAI-SANCHEZ, TERRY	73.43	73.43	0138352101 4310	Lindamood Bell Interv Training / Materials and Supplies
N22E0393	MONTOYA, KRISTIN	616.80	616.80	0130417159 4310	LCFF Base Foods LV / Materials and Supplies Instr
N22E0394	RIOS, HEATHER	23.37	23.37	0111625107 4310	Cotsen Foundation Instr Richma / Materials and Supplies
N22E0395	CARDENAS, VALERIE	119.87	119.87	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
N22E0396	STAVA, KYLE	78.00	78.00	0130430109 4310	LCFF Base Instruction Fisler / Materials and Supplies Instr
N22E0397	HSIEH, PAT	14.76	14.76	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies
N22E0398	MOEN, SHAWN	54.46	54.46	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
N22E0399	DUQUE, YASMIN	274.49	274.49	0153750799 4350	Business Administration DC / Materials and Supplies
N22E0400	GUPPY, STEPHANIE	597.00	597.00	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
N22E0402	ANDERSSON, ANNICA	61.59	61.59	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
N22E0403	BATISTELLI, MARISSA	34.62	34.62	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr

User ID: DLGUTI

Report ID: PO010 <Ver. 020703>

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PURCHASE ORDER DETAIL REPORT

BOARD OF TRUSTEES MEETING 07/28/2020

FROM 06/05/2020 TO 07/09/2020

PO <u>NUMBER</u>	<u>VENDOR</u>	PO <u>TOTAL</u>	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
N22E0404	GOODRICH, JODY	29.73	29.73	0150454101 4310	Sp Ed Mental Hlth Supp Instr / Materials and Supplies Instr
N22E0405	BRUNEAU, LAURIE	2,879.99	2,879.99	8152451741 4350	Property and Liability / Materials and Supplies Office
N22M0314	AMERICAN FIRE SAFETY	13,488.24	13,488.24	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
N22R1220	MONOPRICE INC.	1,678.59	1,678.59	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
N22R1221	COUNTY OF ORANGE	133,487.85	133,487.85	0152557709 5855	Board Discret / Elections
N22R1222	CARESOLACE.ORG	26,134.00	26,134.00	0150454101 4310	Sp Ed Mental Hlth Supp Instr / Materials and Supplies Instr
N22R1223	DIAZ, BRISA ILLIANA	7,500.00	7,500.00	0154350109 5805	COVID 19 Instruction / Consultants
N22R1224	AMAZON.COM	63.55	63.55	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
N22R1225	AMAZON.COM	355.54	355.54	0113154101 4310	Low Incidence / Materials and Supplies Instr
N22R1226	AMAZON.COM	207.38	207.38	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
N22R1227	COLLEGEBOARD	592.00	592.00	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
N22R1228	SOUTHWEST SCHOOL AND OFFICE SU	2,289.69	2,289.69	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
N22R1229	EVALUMETRICS INC	954.79	954.79	0150855109 4310	District Testing Instruction / Materials and Supplies Instr
N22R1230	NETWORK FOR TEACHING	2,500.00	2,500.00	0130220101 5800	LCFF Supplemental Inst Nicolas / Other Contracted
N22R1231	ORANGE CNTY DEPARTMENT OF EDUC	1,500.00	1,500.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
N22R1233	LAW OFFICE OF JENNIFER S CHANG	6,000.00	6,000.00	0142054201 5828	Special Ed Administration / Settlements
N22R1234	LAW OFFICE OF SARA M GROSS INC	8,000.00	8,000.00	0142054201 5828	Special Ed Administration / Settlements
N22R1236	SOUTHWEST SCHOOL AND OFFICE SU	2,047.25	2,047.25	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
N22R1237	GLASBY MAINTENANCE SUPPLY COMP	9,455.06	9,455.06	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
N22R1238	ORANGE CNTY DEPARTMENT OF EDUC	89,280.00	89,280.00	0154350109 4310	COVID 19 Instruction / Materials and Supplies Instr
N22V0163	EWING IRRIGATION PRODUCTS	894.97	87.92	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
			807.05	0154753849 6410	Grounds Discretionary / New Equip Less Than \$10,000
N22V0165	DATA IMPRESSIONS	2,908.17	2,908.17	0154350799 6410	COVID 19 EMERGENCY / New Equip Less Than \$10,000
N22V0166	KYA SERVICES LLC	1,670.13	1,670.13	0154350799 5640	COVID 19 EMERGENCY / Repairs by Vendors

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PURCHASE ORDER DETAIL REPORT

BOARD OF TRUSTEES MEETING 07/28/2020

FROM 06/05/2020 TO 07/09/2020

PO <u>NUMBER</u>	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
N22V0167	BCT ENTERTAINMENT	24,191.14	6,250.81 17,940.33	0140955249 4350 0140955249 6410	Info Systems Serv Media DC / Materials and Supplies Info Systems Serv Media DC / New Equip Less Than
N22V0168	LIGHTSPEED TECHNOLOGIES INC	319,371.00	319,371.00	0154350109 6410	COVID 19 Instruction / New Equip Less Than \$10,000
P22B0001	DISCOVERY EDUCATION INC	727,333.59	727,333.59	0181250101 4100	Lottery Textbook Instr Exp / Textbooks
P22D0001	GLOBAL DATEBOOKS	794.61	794.61	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
P22D0002	METEOR EDUCATION LLC	9,029.02	9,029.02	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
P22D0003	SCHOLASTIC MAGAZINES	2,390.99	2,390.99	0130223101 4310	LCFF Supplemental Instr Parks / Materials and Supplies
P22D0004	STUDIES WEEKLY INC	5,096.84	5,096.84	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
P22D0005	STUDIES WEEKLY INC	2,055.88	2,055.88	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
P22D0006	CDI TECHNOLOGIES	1,777.88	1,777.88	0111613101 6410	Donation Instruction Fern / New Equip Less Than \$10,000
P22L0001	CLASS LEASING LLC	8,800.08	8,800.08	2567125819 5630	Facility Improve Rent Richman / Rents and Leases
P22L0002	WELLS FARGO VENDOR FINANCIAL	241,713.96	241,713.96	0140955919 7439	Info Systems Debt Service / Debt Service Principle
P22L0003	WELLS FARGO VENDOR FINANCIAL	135,158.80	135,158.80	0140955919 7439	Info Systems Debt Service / Debt Service Principle
P22L0004	CELL BUSINESS EQUIPMENT	103,840.11	2,282.79	0121221101 5640	Title I Orangethorpe Instr / Repairs by Vendors
			2,853.49	0121222101 5640	Title I Pacific Drive Instr / Repairs by Vendors
			1,141.40	0121228101 5640	Title I Valencia Park / Repairs by Vendors
			3,491.75	0130219101 5640	LCFF Supplemental Instr Maple / Repairs by Vendors
			2,473.02	0130221101 5640	LCFF Suppl Instr Orangethorpe / Repairs by Vendors
			1,902.33	0130224101 5640	LCFF Suppl Instr Raymond / Repairs by Vendors
			2,663.26	0130228101 5640	LCFF Suppl Instr Valencia Park / Repairs by Vendors
			1,050.54	0130230101 5640	LCFF Supplemental Instr Fisler / Repairs by Vendors
			3,804.65	0130410109 5640	LCFF Base Instr Acacia / Repairs by Vendors
			3,804.65	0130411109 5640	LCFF Base Instr Beechwood / Repairs by Vendors
			3,491.75	0130412109 5640	LCFF Base Instr Commonwealth / Repairs by Vendors
			3,491.75	0130413109 5640	LCFF Base Instruction Fern Dr / Repairs by Vendors
			3,804.65	0130415109 5640	LCFF Base Instr Golden Hill / Repairs by Vendors
			3,491.75	0130416109 5640	LCFF Base Instr Hermosa Drive / Repairs by Vendors
			5,854.06	0130417109 5640	LCFF Base Instr Ladera Vista / Repairs by Vendors

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P22L0004	*** CONTINUED ***				
			3,804.65	0130418109 5640	LCFF Base Instr Laguna Road / Repairs by Vendors
			5,700.97	0130420109 5640	LCFF Base Instruction Nicolas / Repairs by Vendors
			570.72	0130420279 5640	LCFF Base Admin Nicolas / Repairs by Vendors
			3,804.65	0130423109 5640	LCFF Base Instruction Parks / Repairs by Vendors
			1,902.33	0130424109 5640	LCFF Base Instruction Raymond / Repairs by Vendors
			3,804.65	0130425109 5640	LCFF Base Instruction Richman / Repairs by Vendors
			3,804.65	0130426109 5640	LCFF Base Instr Rolling Hills / Repairs by Vendors
			3,804.65	0130427109 5640	LCFF Base Instr Sunset Lane / Repairs by Vendors
			4,570.43	0130429279 5640	LCFF Base Admin Woodcrest / Repairs by Vendors
			5,515.32	0130430109 5640	LCFF Base Instruction Fisler / Repairs by Vendors
			1,024.70	0140955249 5640	Info Systems Serv Media DC / Repairs by Vendors
			2,467.04	0142054201 5640	Special Ed Administration / Repairs by Vendors
			1,078.68	0150855359 5640	District Testing / Repairs by Vendors
			3,491.75	0152055779 5640	Education Services Discret / Repairs by Vendors
			1,024.70	0152151749 5640	Personnel Serv Certificated DC / Repairs by Vendors
			3,616.78	0153050799 5640	Business Administration DC / Repairs by Vendors
			1,024.70	0153150759 5640	Warehouse DC / Repairs by Vendors
			1,024.70	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
			1,024.70	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
			2,049.41	0160690371 5640	Food Services / Repairs by Vendors
			3,128.09	1208555271 5640	Fee Based Childcare Admin / Repairs by Vendors
P22L0005	WELLS FARGO VENDOR FINANCIAL	194,272.17	8,787.28	0140955919 7438	Info Systems Debt Service / Debt Service Interest
			185,484.89	0140955919 7439	Info Systems Debt Service / Debt Service Principle
P22M0001	ORANGE COUNTY PUBLIC SAFETY	11,776.00	11,776.00	0154350799 5800	COVID 19 EMERGENCY / Other Contracted Services
P22M0002	FULLERTON, CITY OF	175,000.00	175,000.00	0154753849 5899	Grounds Discretionary / Other Expenses
P22M0003	ORANGE COUNTY PUBLIC SAFETY	33,900.00	33,900.00	0153353819 5800	Plant Maintenance DC / Other Contracted Services
P22M0004	ORANGE COUNTY FIRE PROTECTION	10,472.00	10,472.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
P22M0005	PACWEST AIR FILTER LLC	19,222.22	9,611.02	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
			9,611.20	0154350799 4363	COVID 19 EMERGENCY / Materials and Supplies Repairs

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P22M0006	EWING IRRIGATION PRODUCTS	3,067.88	3,067.88	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
P22M0007	ARCHITECTURE 9 PLLLP	28,750.00	28,750.00	0153353859 5805	Maintenance Facilities DC / Consultants
P22M0008	ARCHITECTURE 9 PLLLP	28,750.00	28,750.00	0153353859 5805	Maintenance Facilities DC / Consultants
P22M0009	ARCHITECTURE 9 PLLLP	28,750.00	28,750.00	0153353859 5805	Maintenance Facilities DC / Consultants
P22M0010	ARCHITECTURE 9 PLLLP	28,750.00	28,750.00	0153353859 5805	Maintenance Facilities DC / Consultants
P22M0011	ARCHITECTURE 9 PLLLP	9,800.00	9,800.00	0153353859 5805	Maintenance Facilities DC / Consultants
P22M0012	ARCHITECTURE 9 PLLLP	10,624.00	10,624.00	8152451741 5805	Property and Liability / Consultants
P22M0013	ARCHITECTURE 9 PLLLP	3,285.00	3,285.00	0153353859 5805	Maintenance Facilities DC / Consultants
P22M0014	ARCHITECTURE 9 PLLLP	2,980.00	2,980.00	0153353859 5805	Maintenance Facilities DC / Consultants
P22M0015	ARCHITECTURE 9 PLLLP	1,317.52	1,317.52	0153353859 5805	Maintenance Facilities DC / Consultants
P22M0016	ARCHITECTURE 9 PLLLP	23,580.00	23,580.00	4064650851 5805	Redevelp Pass Through Admin / Consultants
P22M0017	MONTGOMERY HARDWARE COMPANY	4,172.55	4,172.55	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
P22M0018	HAUFFE COMPANY INC	26,809.00	26,809.00	0153353859 5805	Maintenance Facilities DC / Consultants
P22M0019	KYA SERVICES LLC	7,595.46	7,595.46	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
P22M0020	BAVCO	6,240.00	6,240.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
P22M0021	NEW DIMENSIONS GENERAL CONSTRU	11,641.13	11,641.13	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
P22M0022	NEW DIMENSIONS GENERAL CONSTRU	8,700.00	8,700.00	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
P22M0023	NEW DIMENSIONS GENERAL CONSTRU	35,344.95	35,344.95	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
P22M0024	NEW DIMENSIONS GENERAL CONSTRU	38,846.78	38,846.78	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
P22M0025	NATIONAL CONSTRUCTION RENTALS	477.41	477.41	0153353859 5899	Maintenance Facilities DC / Other Expenses
P22M0026	GREENLAND NURSERY	15,113.45	15,113.45	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
P22M0027	ENKO SYSTEMS INC	365.32	365.32	0153353859 4363	Maintenance Facilities DC / Materials and Supplies Repairs
P22M0028	BUILTALL	461,877.49	161,877.49 200,000.00	0153353859 6200 2567150851 6200	Maintenance Facilities DC / Buildings and Improve of Facilities / Buildings and Improve of Build

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P22M0028	*** CONTINUED ***				
			100,000.00	2567150859 6200	Facilities Improvement Central / Buildings and Improve of
P22M0029	KYA SERVICES LLC	23,867.46	23,867.46	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
P22M0030	PROJECT SUPPORT SERVICES INC	2,130.50	2,130.50	0153353859 5805	Maintenance Facilities DC / Consultants
P22R0002	CULVER NEWLIN INC	5,263.14	2,000.00	0130213101 6410	LCFF Supplemental Instr Fern / New Equip Less Than
			2,000.00 1,263.14	0130413109 6410 0181213101 4310	LCFF Base Instruction Fern Dr / New Equip Less Than Instr Mat Lottery Fern Instruc / Materials and Supplies Inst
P22R0003	BALLARD AND TIGHE PUBLISHERS	1,956.00	1,956.00	0108852101 4310	Dual Immersion District Instr / Materials and Supplies Instr
P22R0004	AMPLIFY EDUCATION INC	825,054.24	825,054.24	0181250101 4100	Lottery Textbook Instr Exp / Textbooks
P22R0005	CURRICULUM ASSOCIATES LLC	15,000.00	15,000.00	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
P22R0006	DICK BLICK ART MATERIALS	282.24	282.24	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Inst
P22R0007	SUPPLY MASTER	321.10	321.10	0130427279 4350	LCFF Base Admin Sunset Lane / Materials and Supplies
P22R0008	RENAISSANCE LEARNING INC	3,775.00	3,775.00	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
P22R0009	SEESAW	1,026.72	1,026.72	0121219101 4310	Title I Maple Instruction / Materials and Supplies Instr
P22R0010	SATELLITE PHONE STORE	14,222.46	14,222.46	8152451741 5900	Property and Liability / Communications
P22R0011	STATE WATER RESOURCES CONTROL	1,900.00	1,900.00	0154653821 5504	Utilities / Utilities Water
P22R0012	NO EXCUSES UNIVERSITY	2,393.63	2,393.63	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
P22R0013	PUBLIC AGENCY RETIREMENT SERVI	750.00	750.00	0153050799 5899	Business Administration DC / Other Expenses
P22R0014	NIGRO AND NIGRO PC	1,500.00	1,500.00	0153050799 5805	Business Administration DC / Consultants
P22R0015	CALIF MUNICIPAL STATISTICS INC	400.00	400.00	0153050799 5805	Business Administration DC / Consultants
P22R0016	EDGEWOOD PRESS INC	866.77	866.77	0130410109 4310	LCFF Base Instr Acacia / Materials and Supplies Instr
P22R0017	ART SUPPLY WAREHOUSE	3,791.07	3,791.07	0130215101 4310	LCFF Suppl Instr Golden Hill / Materials and Supplies Instr
P22R0018	RUG-ED PRODUCTS INC	74,541.45	74,541.45	0140955249 4310	Info Systems Serv Media DC / Materials and Supplies Instr
P22R0019	STERLING HEALTH SERVICES INC	22,496.00	1,750.00 2,250.00	0110020101 3401 0110023101 3401	Instruction Nicolas PR / Health Insurance Certificated Instruction Parks PR / Health Insurance Certificated

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P22R0019	*** CONTINUED ***				
			1,716.00	0111054101 3401	Home Hospital Instruction / Health Insurance Certificated
			3,000.00	0112254101 3401	Special Day Class MM Instr / Health Insurance Certificated
			5,015.00	0114154101 3401	Designated Instr Serv Severe / Health Insurance Certificated
			1,000.00	0121252101 3401	Title I District Instruction / Health Insurance Certificated
			226.00	0121752101 3401	Teacher Quality Instruction / Health Insurance Certificated
			1,274.00	0130252101 3401	LCFF Suppl Instr District / Health Insurance Certificated
			2,015.00	0151154321 3431	Psychological Services / Health Insurance Cert Mgmt
			1,250.00	0153050799 5899	Business Administration DC / Other Expenses
			3,000.00	0161050721 3700	Other Benefits / Retiree Benefits
P22R0020	SEESAW	3,987.50	3,987.50	0130215101 4310	LCFF Suppl Instr Golden Hill / Materials and Supplies Instr
P22R0021	BRAINPOP LLC	2,950.00	2,950.00	0130215101 4310	LCFF Suppl Instr Golden Hill / Materials and Supplies Instr
P22R0022	SWANK MOVIE LICENSING USA	9,600.00	480.00	0130410109 4310	LCFF Base Instr Acacia / Materials and Supplies Instr
			480.00	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
			480.00	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
			480.00	0130413109 4310	LCFF Base Instruction Fern Dr / Materials and Supplies
			480.00	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
			480.00	0130416109 4310	LCFF Base Instr Hermosa Drive / Materials and Supplies
			480.00	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
			480.00	0130418109 4310	LCFF Base Instr Laguna Road / Materials and Supplies
			480.00	0130419109 4310	LCFF Base Instruction Maple / Materials and Supplies Instr
			480.00	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies
			480.00	0130421109 4310	LCFF Base Instr Orangethorpe / Materials and Supplies
			480.00	0130422109 4310	LCFF Base Instr Pacific Drive / Materials and Supplies
			480.00	0130423109 4310	LCFF Base Instruction Parks / Materials and Supplies Instr
			480.00	0130424109 4310	LCFF Base Instruction Raymond / Materials and Supplies
			480.00	0130425109 4310	LCFF Base Instruction Richman / Materials and Supplies
			480.00	0130426109 4310	LCFF Base Instr Rolling Hills / Materials and Supplies Instr
			480.00	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Instr
			480.00	0130428109 4310	LCFF Base Instr Valencia Park / Materials and Supplies
			480.00	0130429109 4310	LCFF Base Instr Woodcrest / Materials and Supplies Instr

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P22R0022	*** CONTINUED ***				
			480.00	0130430109 4310	LCFF Base Instruction Fisler / Materials and Supplies Instr
P22R0023	CULVER NEWLIN INC	1,745.55	1,745.55	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
P22R0024	SMITH MICRO SOFTWARE INC	3,148.95	3,148.95	0181230101 4310	Instr Mat Lottery Fisler Instr / Materials and Supplies Inst
P22R0025	EXPLORELEARNING	3,295.00	3,295.00	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
P22R0026	IXL MEMBERSHIP SERVICES	12,300.00	12,300.00	0181223101 4310	Instr Mat Lottery Parks Instru / Materials and Supplies Inst
P22R0027	COASTAL PUBLISHING GROUP INC	1,056.00	1,056.00	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
P22R0028	BRAINPOP LLC	2,950.00	2,950.00	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
P22R0029	KONICA MINOLTA BUSINESS SOLUTI	4,000.00	4,000.00	0151955769 5800	Copy Center Discretionary / Other Contracted Services
P22R0030	CULVER NEWLIN INC	3,007.96	3,007.96	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
P22R0031	COMPLETE BUSINESS SYSTEMS	790.00	790.00	0130412109 5640	LCFF Base Instr Commonwealth / Repairs by Vendors
P22R0033	KYA SERVICES LLC	23,681.30	23,681.30	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
P22R0035	BRAINPOP LLC	3,745.00	3,745.00	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
P22R0036	SOURCEGRAPHICS	3,240.79	3,240.79	0151955769 5800	Copy Center Discretionary / Other Contracted Services
P22R0037	CAPITAL ONE PUBLIC FUNDING	513,950.00	118,950.00	0172050911 7438	Debt Service / Debt Service Interest
			395,000.00	0172050911 7439	Debt Service / Debt Service Principle
P22R0038	INFORMED K12	3,600.00	3,600.00	0153050799 5899	Business Administration DC / Other Expenses
P22R0039	TURNING TECHNOLOGIES LLC	269.32	269.32	0181250101 4310	Lottery Textbook Instr Exp / Materials and Supplies Instr
P22R0040	STUDY.COM LLC	6,193.47	6,193.47	0181250101 4310	Lottery Textbook Instr Exp / Materials and Supplies Instr
P22R0041	CUMMINS ALLISON CORPORATION	265.07	32.33	0153050799 4350	Business Administration DC / Materials and Supplies
			232.74	0153050799 5630	Business Administration DC / Rents and Leases
P22R0042	LEARNING A TO Z	923.60	923.60	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
P22R0043	ROCHESTER 100 INC	1,353.34	1,353.34	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplies
P22R0044	LEARNING A TO Z	1,131.64	1,131.64	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
P22R0045	RAPTOR TECHNOLOGIES LLC	11,865.00	11,865.00	8152451741 4350	Property and Liability / Materials and Supplies Office

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P22R0046	RUG-ED PRODUCTS INC	107.75	107.75	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
P22R0047	SUPPLY MASTER	965.44	965.44	0111923101 6410	Phelps Grant Parks / New Equip Less Than \$10,000
P22R0048	PBIS REWARDS	1,678.50	1,678.50	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
P22R0049	SIMPLE SOLUTIONS	15,812.38	15,812.38	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
P22R0050	PERMA BOUND	126,524.57	126,524.57	8152451741 4310	Property and Liability / Materials and Supplies Instr
P22R0051	AVID CENTER	5,100.00	5,100.00	0130217101 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr
P22R0052	SOUTHWEST SCHOOL AND OFFICE SU	10,344.00	10,344.00	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
P22R0053	ACHIEVE3000 INC	1,850.00	1,850.00	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
P22R0054	SCREENCASTIFY LLC	750.00	750.00	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
P22R0055	GREAT BOOKS FOUNDATION, THE	1,267.46	1,267.46	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
P22R0056	ART SUPPLY WAREHOUSE	5,808.80	5,808.80	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
P22R0057	CLASSCRAFT STUDIOS INC	2,500.00	2,500.00	0140955107 5805	Info Systems iPersonalize Inst / Consultants
P22R0058	EDLIO LLC	22,680.00	22,680.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
P22R0059	BOOKSOURCE, THE	5,449.19	5,449.19	0181250101 4100	Lottery Textbook Instr Exp / Textbooks
P22R0060	NO EXCUSES UNIVERSITY	1,001.00	1,001.00	0130212101 4310	LCFF Supplemental Instr CW / Materials and Supplies Instr
P22R0061	MARZANO RESOURCES LLC	153.87	153.87	0140155239 4310	Curriculum Development Discret / Materials and Supplies
P22R0062	LIGHTSPEED TECHNOLOGIES INC	19.40	19.40	0130430109 4310	LCFF Base Instruction Fisler / Materials and Supplies Instr
P22R0063	AVID REGION 9	4,679.00	4,679.00	0130220101 5805	LCFF Supplemental Inst Nicolas / Consultants
P22R0064	TEACHERS' CURRICULUM INSTITUTE	3,557.91	3,557.91	0181250101 4310	Lottery Textbook Instr Exp / Materials and Supplies Instr
P22R0065	SEESAW	1,650.00	1,650.00	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
P22R0066	MOSYLE CORPORATION	10,890.00	10,890.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
P22R0067	LEARNING GENIE INC	6,000.00	6,000.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
P22R0068	FORECAST 5 ANALYTICS INC.	24,718.00	24,718.00	0153750799 5805	Business Administration DC / Consultants
P22R0069	LEVEL DATA INC	35,964.06	13,539.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services

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P22R0069	*** CONTINUED ***				
			22,425.06	0153050799 5810	Business Administration DC / Data Processing Services
P22R0070	SANDBOX SIGN CO	7,596.38	7,596.38	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
P22R0071	SOUTHWEST SCHOOL AND OFFICE SU	4,436.51	4,436.51	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
P22R0072	CERTICA SOLUTIONS INC	61,200.00	61,200.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
P22R0073	SOUTHWEST SCHOOL AND OFFICE SU	1,562.38	1,562.38	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
P22R0074	FLORIDA VIRTUAL SCHOOL	26,326.00	26,326.00	0144455109 4310	Homeschool Instructional / Materials and Supplies Instr
P22R0075	SOUTHWEST SCHOOL AND OFFICE SU	4,422.06	4,422.06	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
P22R0076	CC-PURCHASING	389.88	389.88	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Inst
P22R0077	VOCABULARY.COM	1,000.00	1,000.00	0130221101 4310	LCFF Suppl Instr Orangethorpe / Materials and Supplies
P22R0078	APPLE COMPUTER INC	321.10	321.10	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplies
P22R0079	PEARSON ASSESSMENT INC	6,590.46	6,590.46	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
P22R0080	APPLE COMPUTER INC	1,107.68	1,107.68	0141355239 4350	STEM Program Discrete / Materials and Supplies Office
P22R0081	SUPER DUPER PUBLICATIONS	346.96	346.96	0125554101 4315	LEA Medi Cal Reimb Instr / Materials Test Kits Protocols
P22R0082	SCHOLASTIC MAGAZINES	3,199.40	3,199.40	0130225101 4310	LCFF Supplemental Inst Richman / Materials and Supplies
P22R0083	AMAZON.COM	420.05	420.05	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Inst
P22R0084	SANHO CORPORATION	193.93	193.93	0140155239 4350	Curriculum Development Discret / Materials and Supplies
P22R0085	AMAZON.COM	521.03	521.03	0140155239 4310	Curriculum Development Discret / Materials and Supplies
P22R0086	POWERSCHOOL GROUP LLC	34,124.30	34,124.30	0151055339 5800	Child Welfare and AttendanceDC / Other Contracted
P22R0087	PEARSON ASSESSMENT INC	343.81	343.81	0125554101 4315	LEA Medi Cal Reimb Instr / Materials Test Kits Protocols
P22R0088	SUPER DUPER PUBLICATIONS	974.95	974.95	0125554101 4315	LEA Medi Cal Reimb Instr / Materials Test Kits Protocols
P22R0089	PEARSON ASSESSMENT INC	873.26	873.26	0125554101 4315	LEA Medi Cal Reimb Instr / Materials Test Kits Protocols
P22R0090	SUPER DUPER PUBLICATIONS	199.34	199.34	0125554101 4315	LEA Medi Cal Reimb Instr / Materials Test Kits Protocols
P22R0091	SUPER DUPER PUBLICATIONS	199.34	199.34	0125554101 4315	LEA Medi Cal Reimb Instr / Materials Test Kits Protocols

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P22R0092	SUPER DUPER PUBLICATIONS	118.53	118.53	0125554101 4315	LEA Medi Cal Reimb Instr / Materials Test Kits Protocols
P22R0093	LAREW PAPER SOURCE	200.00	200.00	0153150759 5899	Warehouse DC / Other Expenses
P22R0094	EXPLORELEARNING	3,946.30	3,946.30	0181230101 4310	Instr Mat Lottery Fisler Instr / Materials and Supplies Inst
P22R0095	WESTERN PSYCHOLOGICAL SERVICES	2,815.64	2,815.64	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
P22R0096	SOUTHWEST SCHOOL AND OFFICE SU	89,565.59	89,565.59	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
P22R0097	CC-PURCHASING	332.82	332.82	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Inst
P22R0098	APPLE COMPUTER INC	214.42	214.42	0130221101 4310	LCFF Suppl Instr Orangethorpe / Materials and Supplies
P22R0099	AMAZON.COM	32.31	32.31	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
P22R0100	SIERRA SCHOOL EQUIPMENT COMPAN	2,747.63	2,747.63	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
P22R0101	SIERRA SCHOOL EQUIPMENT COMPAN	25,229.67	25,229.67	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
P22T0001	INFORMED K12	2,500.00	2,500.00	0156556369 4350	Home to Sch Transportation DC / Materials and Supplies
P22V0001	CDW.G	30,547.13	30,547.13	0154350799 6410	COVID 19 EMERGENCY / New Equip Less Than \$10,000
P22V0002	MOVIMED & MOVITHERM	71,952.23	71,952.23	0154350799 6510	COVID 19 EMERGENCY / New Equip Greater Than
P22V0003	MOVIMED & MOVITHERM	117,792.30	117,792.30	0154350799 6510	COVID 19 EMERGENCY / New Equip Greater Than
P22V0004	MOVIMED & MOVITHERM	71,952.23	71,952.23	0154350799 6510	COVID 19 EMERGENCY / New Equip Greater Than
P22V0005	CULVER NEWLIN INC	64,482.78	21,960.88	0156556369 4350	Home to Sch Transportation DC / Materials and Supplies
			20,148.17 22,373.73	0156556369 6410 0156556369 6550	Home to Sch Transportation DC / New Equip Less Than Home to Sch Transportation DC / Repl Equip Greater Than
P22V0006	CULVER NEWLIN INC	9,687.01	3,238.97	0144455109 4310	Homeschool Instructional / Materials and Supplies Instr
1 22 V 0000	CULVER NEWLIN INC	9,007.01	6,448.04	0144455109 6410	Homeschool Instructional / New Equip Less Than \$10,000
P22V0007	CULVER NEWLIN INC	10,573.57	5,977.44	0144455109 4310	Homeschool Instructional / Materials and Supplies Instr
			4,596.13	0144455109 6410	Homeschool Instructional / New Equip Less Than \$10,000
P22V0008	CDW.G	7,049.04	710.75	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Instr
			6,338.29	0130427109 6410	LCFF Base Instr Sunset Lane / New Equip Less Than
P22V0009	SILENTIA INC	1,214.34	1,214.34	0130423109 6410	LCFF Base Instruction Parks / New Equip Less Than

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P22V0010	APPLE COMPUTER INC	1,295.92	1,295.92	0140155239 6410	Curriculum Development Discret / New Equip Less Than
P22V0011	DATA IMPRESSIONS	17,074.51	614.18 16,460.33	0154350799 4350 0154350799 6410	COVID 19 EMERGENCY / Materials and Supplies Office COVID 19 EMERGENCY / New Equip Less Than \$10,000
P22V0012	GLASBY MAINTENANCE SUPPLY COMP	21,932.52	2,359.73 19,572.79	0154350799 4350 0154350799 6410	COVID 19 EMERGENCY / Materials and Supplies Office COVID 19 EMERGENCY / New Equip Less Than \$10,000
P22V0013	TOTAL CONCEPT SALES INC.	2,541.20	1,483.09 1,058.11	0153353859 5640 0153353859 6450	Maintenance Facilities DC / Repairs by Vendors Maintenance Facilities DC / Repl Equip Less Than \$10,000
P22V0014	APPLE COMPUTER INC	1,725.84	20.47 1,705.37	0140155239 4310 0140155239 6410	Curriculum Development Discret / Materials and Supplies Curriculum Development Discret / New Equip Less Than
P22V0015	NETWORLD SPORTS	3,642.60	3,642.60	0130212101 6410	LCFF Supplemental Instr CW / New Equip Less Than
P22V0016	MOBILE MODULAR PORTABLE	4,793.25	4,793.25	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than \$10,000
P22V0017	TIME AND ALARM SYSTEM	13,902.00	4,500.00 9,402.00	0153353859 6200 0153353859 6410	Maintenance Facilities DC / Buildings and Improve of Maintenance Facilities DC / New Equip Less Than \$10,000
P22V0018	GLASBY MAINTENANCE SUPPLY COMP	4,308.92	4,308.92	0154253829 6410	Custodial Discretionary / New Equip Less Than \$10,000
P22V0019	CDW.G	670.33	670.33	0130225101 6410	LCFF Supplemental Inst Richman / New Equip Less Than
P22V0020	BLUE VIOLET NETWORKS LLC	73,898.84	21,328.65 52,570.19	0154350799 4350 0154350799 6410	COVID 19 EMERGENCY / Materials and Supplies Office COVID 19 EMERGENCY / New Equip Less Than \$10,000
P22V0021	DATA IMPRESSIONS	2,908.17	2,908.17	0154350799 6410	COVID 19 EMERGENCY / New Equip Less Than \$10,000
P22V0022	SCHOOLSIN	641.38	641.38	0108655109 4310	Transitional Kinder Instr Dist / Materials and Supplies Inst
P22V0023	UNIFIED COMMAND LLC	4,094.48	4,094.48	0154350799 6410	COVID 19 EMERGENCY / New Equip Less Than \$10,000
P22V0024	A-Z BUS SALES	7,751.57	7,751.57	0154350799 6410	COVID 19 EMERGENCY / New Equip Less Than \$10,000
P22V0025	TIERNEY BROTHERS INC	1,706.04	234.17 1,471.87	0154350799 4350 0154350799 6410	COVID 19 EMERGENCY / Materials and Supplies Office COVID 19 EMERGENCY / New Equip Less Than \$10,000
P22X0001	SOUTHWEST SCHOOL AND OFFICE SU	900.00	900.00	0140155239 4350	Curriculum Development Discret / Materials and Supplies
P22X0002	SOUTHWEST SCHOOL AND OFFICE SU	17,000.00	17,000.00	0130415109 4310	LCFF Base Instr Golden Hill / Materials and Supplies Instr
P22X0003	THE GRAIDE NETWORK INC.	35,000.00	35,000.00	0150855109 4310	District Testing Instruction / Materials and Supplies Instr

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P22X0004	CM SCHOOL SUPPLY COMPANY	700.00	700.00	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
P22X0005	COSTCO WHOLESALE	1,700.00	1,700.00	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
P22X0006	DEELITE DISTRIBUTION	1,400.00	1,400.00	0111612171 4310	Donation Field Trip Commonwlth / Materials and Supplies
P22X0007	SOUTHWEST SCHOOL AND OFFICE SU	15,000.00	15,000.00	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
P22X0008	SOUTHWEST SCHOOL AND OFFICE SU	10,000.00	10,000.00	0130410109 4310	LCFF Base Instr Acacia / Materials and Supplies Instr
P22X0009	SOUTHWEST SCHOOL AND OFFICE SU	7,000.00	7,000.00	0130216101 4310	LCFF SupplementalInstr Hermosa / Materials and Supplies
P22X0010	HOME DEPOT, THE	700.00	700.00	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
P22X0011	SMART AND FINAL STORES CORPORA	1,000.00	1,000.00	0140155239 4350	Curriculum Development Discret / Materials and Supplies
P22X0012	SMART AND FINAL STORES CORPORA	1,400.00	1,400.00	0130412109 4310	LCFF Base Instr Commonwealth / Materials and Supplies
P22X0013	SOUTHWEST SCHOOL AND OFFICE SU	24,000.00	12,000.00 12,000.00	0130226101 4310 0130426109 4310	LCFF Suppl Instr Rolling Hills / Materials and Supplies Inst LCFF Base Instr Rolling Hills / Materials and Supplies Instr
P22X0014	SOUTHWEST SCHOOL AND OFFICE SU	30,000.00	25,000.00 5,000.00	0121224101 4310 0130424109 4310	Title I Raymond Instruction / Materials and Supplies Instr LCFF Base Instruction Raymond / Materials and Supplies
P22X0015	STAPLES 0025724519	500.00	500.00	0153050799 4350	Business Administration DC / Materials and Supplies
P22X0016	BEST BEST AND KRIEGER LLP	1,000.00	1,000.00	0153750799 5825	Business Administration DC / Legal Assistance
P22X0017	BLACKBOARD CONNECT INC	43,550.00	43,550.00	0152950729 5800	Districtwide Expenditures / Other Contracted Services
P22X0018	FULLERTON, CITY OF	55,000.00	55,000.00	0153750799 5899	Business Administration DC / Other Expenses
P22X0019	DISCOVERY BENEFITS INC	6,500.00	6,500.00	0153050799 5899	Business Administration DC / Other Expenses
P22X0020	CALIFORNIA SCHOOL BOARDS ASSOC	3,700.00	925.00	0152055779 5310	Education Services Discret / Dues and Memberships
			925.00	0152151749 5310	Personnel Serv Certificated DC / Dues and Memberships
			925.00	0152757789 5310	Administrative Assistant DC / Dues and Memberships
			925.00	0153750799 5310	Business Administration DC / Dues and Memberships
P22X0021	FEDERAL EXPRESS CORP	2,000.00	2,000.00	0152950729 5901	Districtwide Expenditures / Communications Postage
P22X0022	M G DISPOSAL SYSTEMS	136,000.00	130,000.00	0154653821 5506	Utilities / Utilities Trash Disposal
			6,000.00	0160690371 5506	Food Services / Utilities Trash Disposal

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P22X0023	QUADIENT INC	550.00	550.00	0152950729 4350	Districtwide Expenditures / Materials and Supplies Office
P22X0024	QUADIENT INC	1,000.00	1,000.00	0152950729 5630	Districtwide Expenditures / Rents and Leases
P22X0025	QUADIENT INC	1,300.00	1,300.00	0152950729 5899	Districtwide Expenditures / Other Expenses
P22X0026	NIGRO AND NIGRO PC	47,500.00	47,500.00	0152550739 5835	Districtwide Financial Audit / Audit
P22X0027	ORANGE CNTY DEPARTMENT OF EDUC	5,000.00	5,000.00	0152950729 5800	Districtwide Expenditures / Other Contracted Services
P22X0028	ORANGE CNTY DEPARTMENT OF EDUC	80,000.00	80,000.00	0153050799 5810	Business Administration DC / Data Processing Services
P22X0029	ORANGE COUNTY SANITATION DISTR	24,100.00	24,100.00	0154653821 5504	Utilities / Utilities Water
P22X0030	SOUTHERN CALIFORNIA EDISON	1,495,000.00	1,450,000.00 45,000.00	0154653821 5502 0160690371 5502	Utilities / Utilities Electricity Food Services / Utilities Electricity
P22X0031	COGHLAN, ROBERT	2,500.00	2,500.00	0153750799 5900	Business Administration DC / Communications
P22X0032	SOUTHERN CALIFORNIA GAS COMPAN	44,000.00	40,000.00 4,000.00	0154653821 5503 0160690371 5503	Utilities / Utilities Natural Gas Food Services / Utilities Natural Gas
P22X0033	SOUTHERN CALIFORNIA NEWS GROUP	450.00	450.00	0153050799 5830	Business Administration DC / Legal Advertising
P22X0034	SOUTHERN CALIFORNIA NEWS GROUP	1,000.00	1,000.00	0153750799 5830	Business Administration DC / Legal Advertising
P22X0035	TIME WARNER CABLE ENTERPRISES	20,000.00	20,000.00	0154653821 5900	Utilities / Communications
P22X0036	TIME WARNER CABLE ENTERPRISES	25,000.00	25,000.00	0154653821 5900	Utilities / Communications
P22X0037	U S POSTAL SERVICE	1,000.00	1,000.00	0152950729 5901	Districtwide Expenditures / Communications Postage
P22X0038	VERIZON WIRELESS	1,700.00	1,700.00	0153750799 5900	Business Administration DC / Communications
P22X0039	TOTAL COMPENSATION SYSTEMS INC	3,870.00	3,870.00	0153050799 5805	Business Administration DC / Consultants
P22X0040	UNITED BINDING AND LAMINATING	3,950.00	2,450.00 1,500.00	0151955769 4350 0151955769 5640	Copy Center Discretionary / Materials and Supplies Office Copy Center Discretionary / Repairs by Vendors
P22X0041	CELL BUSINESS EQUIPMENT	15,000.00	15,000.00	0151955769 5640	Copy Center Discretionary / Repairs by Vendors
P22X0042	SOUTHWEST SCHOOL AND OFFICE SU	6,000.00	6,000.00	0130427109 4310	LCFF Base Instr Sunset Lane / Materials and Supplies Instr
P22X0043	SOUTHWEST SCHOOL AND OFFICE SU	10,000.00	10,000.00	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
P22X0044	DICK BLICK ART MATERIALS	500.00	500.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office

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P22X0045	FULLERTON, CITY OF	31,460.13	31,460.13	2567150911 7439	Facil Impr Debt Service Maple / Debt Service Principle
P22X0046	FULLERTON WATER DEPARTMENT, CI	313,000.00	310,000.00 3,000.00	0154653821 5504 0160690371 5504	Utilities / Utilities Water Food Services / Utilities Water
P22X0047	SCHOOL SERVICES OF CALIFORNIA	3,900.00	3,900.00	0153750799 5310	Business Administration DC / Dues and Memberships
P22X0048	ATKINSON ANDELSON LOYA RUDD RO	20,000.00	20,000.00	0153750799 5825	Business Administration DC / Legal Assistance
P22X0049	AT&T	50,000.00	50,000.00	0154653821 5900	Utilities / Communications
P22X0050	READYREFRESH	45,000.00	45,000.00	0152950729 4350	Districtwide Expenditures / Materials and Supplies Office
P22X0051	KELLY PAPER STORES	5,000.00	5,000.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
P22X0052	CELL BUSINESS EQUIPMENT	2,047.66	184.77 1,862.89	0151955919 7438 0151955919 7439	Copy Center Debt Service / Debt Service Interest Copy Center Debt Service / Debt Service Principle
P22X0053	CELL BUSINESS EQUIPMENT	17,630.94	1,385.01 16,245.93	0151955919 7438 0151955919 7439	Copy Center Debt Service / Debt Service Interest Copy Center Debt Service / Debt Service Principle
P22X0054	RYAN PRESS	2,000.00	2,000.00	0151955769 5860	Copy Center Discretionary / Printing Outside Vendor
P22X0055	KONICA MINOLTA BUSINESS SOLUTI	7,500.00	7,500.00	0151955769 5800	Copy Center Discretionary / Other Contracted Services
P22X0056	L A GRINDING	150.00	150.00	0151955769 5640	Copy Center Discretionary / Repairs by Vendors
P22X0057	MYBINDING.COM	1,000.00	1,000.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
P22X0058	PLACENTIA-YORBA LINDA USD	3,000.00	3,000.00	0151955769 5860	Copy Center Discretionary / Printing Outside Vendor
P22X0059	SPICERS PAPER	30,000.00	30,000.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
P22X0060	SMART AND FINAL STORES CORPORA	1,500.00	1,500.00	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies
P22X0061	COSTCO WHOLESALE	1,000.00	1,000.00	0130221101 4310	LCFF Suppl Instr Orangethorpe / Materials and Supplies
P22X0062	PRINT AND FINISHING SOLUTIONS	2,500.00	1,500.00 1,000.00	0151955769 4350 0151955769 5640	Copy Center Discretionary / Materials and Supplies Office Copy Center Discretionary / Repairs by Vendors
P22X0063	BIG TOP RENTALS	450,000.00	450,000.00	0154350799 5630	COVID 19 EMERGENCY / Rents and Leases
P22X0064	SMARTETOOLS INC	36,000.00	36,000.00	0153050799 5810	Business Administration DC / Data Processing Services
P22X0065	SOURCEGRAPHICS	6,000.00	6,000.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office

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P22X0066	UNITED BINDING AND LAMINATING	450.00	450.00	0151955769 5800	Copy Center Discretionary / Other Contracted Services
P22X0067	PLETKA, ROBERT	14,400.00	14,400.00	0152657719 5899	Superintendent Discret / Other Expenses
P22X0068	US BANK INSTITUTIONAL TRUST	354,883.69	354,883.69	0110050101 3901	Instruction Districtwide / Other Benefits Certificated
P22X0069	COSTCO WHOLESALE	500.00	500.00	0153750799 4350	Business Administration DC / Materials and Supplies
P22X0070	COSTCO WHOLESALE	2,000.00	2,000.00	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies
P22X0071	SMART AND FINAL STORES CORPORA	1,077.50	1,077.50	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
P22X0072	COSTCO WHOLESALE	1,077.50	1,077.50	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
P22X0073	STAPLES 0025724519	1,077.50	1,077.50	0130228101 4310	LCFF Suppl Instr Valencia Park / Materials and Supplies
P22X0074	SOUTHWEST SCHOOL AND OFFICE SU	5,387.50	5,387.50	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
P22X0075	SOUTHWEST SCHOOL AND OFFICE SU	25,000.00	15,000.00 10,000.00	0121220101 4310 0130420109 4310	Title I Nicolas Instruction / Materials and Supplies Instr LCFF Base Instruction Nicolas / Materials and Supplies
P22X0076	TIME WARNER CABLE ENTERPRISES	330,000.00	300,000.00 30,000.00	0154653821 5900 0160690371 5900	Utilities / Communications Food Services / Communications
P22X0077	DEELITE DISTRIBUTION	1,500.00	1,500.00	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies
P22X0078	SMART AND FINAL STORES CORPORA	1,300.00	1,300.00	0130221101 4310	LCFF Suppl Instr Orangethorpe / Materials and Supplies
P22X0079	SOUTHWEST SCHOOL AND OFFICE SU	3,000.00	1,000.00 2,000.00	0153050799 4350 0153750799 4350	Business Administration DC / Materials and Supplies Business Administration DC / Materials and Supplies
P22X0080	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
P22X0081	NORTH ORANGE COUNTY COMMUNITY	1,000.00	1,000.00	0151955769 5860	Copy Center Discretionary / Printing Outside Vendor
P22X0082	SOUTHWEST SCHOOL AND OFFICE SU	1,000.00	1,000.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
P22X0083	CM SCHOOL SUPPLY COMPANY	500.00	500.00	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
P22X0084	HOME DEPOT, THE	2,500.00	2,500.00	0130420109 4310	LCFF Base Instruction Nicolas / Materials and Supplies
P22X0085	HOONUIT I LLC	16,848.00	16,848.00	2567150859 5805	Facilities Improvement Central / Consultants
P22X0086	US BANK	4,500.00	4,500.00	4052950851 5805	Districtwide Admin Int Expense / Consultants

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P22X0087	COSTCO WHOLESALE	800.00	800.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
P22X0088	METROLINK	7,500.00	7,500.00	0161050721 5899	Other Benefits / Other Expenses
P22X0089	SOUTHWEST SCHOOL AND OFFICE SU	2,500.00	2,500.00	0152657719 4350	Superintendent Discret / Materials and Supplies Office
P22X0090	SOUTHWEST SCHOOL AND OFFICE SU	3,200.00	3,200.00	0130252221 4350	LCFF Suppl StaffDev Distr Disc / Materials and Supplies
P22X0091	SOUTHWEST SCHOOL AND OFFICE SU	10,000.00	10,000.00	0130411109 4310	LCFF Base Instr Beechwood / Materials and Supplies Instr
P22X0092	FASTSIGNS 67401	50,000.00	50,000.00	8152451741 4350	Property and Liability / Materials and Supplies Office
P22X0093	AARDVARK CLAY AND SUPPLIES	3,000.00	3,000.00	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
P22X0094	LOWES HIW INC	1,500.00	1,500.00	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
P22X0095	HOLLANDER GLASS INC	2,500.00	2,500.00	0130417109 4310	LCFF Base Instr Ladera Vista / Materials and Supplies Instr
P22X0096	BIG TOP RENTALS	150,000.00	150,000.00	0154350799 5630	COVID 19 EMERGENCY / Rents and Leases
P22X0097	CSM CONSULTING INC	23,500.00	23,500.00	0140955249 5805	Info Systems Serv Media DC / Consultants
P22X0098	SMART AND FINAL STORES CORPORA	6,000.00	6,000.00	0130417159 4310	LCFF Base Foods LV / Materials and Supplies Instr
P22X0099	SOUTHWEST SCHOOL AND OFFICE SU	20,000.00	10,000.00 10,000.00	0130217101 4310 0130417109 4310	LCFF Supplemental Instr LV / Materials and Supplies Instr LCFF Base Instr Ladera Vista / Materials and Supplies Instr
P22X0100	PEPPER MUSIC, J W	1,500.00	1,500.00	0130417149 4310	LCFF Base Vocal Music LV / Materials and Supplies Instr
P22X0101	PEPPER MUSIC, J W	300.00	300.00	0130417139 4310	LCFF Base Instr Music LV / Materials and Supplies Instr
P22X0102	SOUTHWEST SCHOOL AND OFFICE SU	1,500.00	1,500.00	0135555223 4350	BTSA Staff Development / Materials and Supplies Office
P22X0103	STAPLES 0025724519	250.00	250.00	0135555223 4350	BTSA Staff Development / Materials and Supplies Office
P22X0104	SMART AND FINAL STORES CORPORA	1,000.00	1,000.00	0135555223 4350	BTSA Staff Development / Materials and Supplies Office
P22X0105	COSTCO WHOLESALE	2,000.00	2,000.00	0135555223 4350	BTSA Staff Development / Materials and Supplies Office
P22X0107	COSTCO WHOLESALE	2,000.00	2,000.00	0130252221 4350	LCFF Suppl StaffDev Distr Disc / Materials and Supplies
P22X0109	GROUP VERTICAL LLC	60,000.00	60,000.00	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
P22X0110	ALL CITY MANAGEMENT SERVICE	16,920.00	16,920.00	0153750799 5899	Business Administration DC / Other Expenses
P22X0111	APPLE COMPUTER INC	50,000.00	50,000.00	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies

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D24570114	A DDI E COMPUTED INC	20,000,00	20,000,00	0140055240 4262	
P22X0112	APPLE COMPUTER INC	20,000.00	20,000.00	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
P22X0113	APPLE COMPUTER INC	15,000.00	15,000.00	0140955249 4310	Info Systems Serv Media DC / Materials and Supplies Instr
P22X0114	ORVAC ELECTRONICS	3,000.00	3,000.00	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
P22X0115	UPS	1,300.00	1,300.00	0140955249 5901	Info Systems Serv Media DC / Communications Postage
P22X0116	VERIZON WIRELESS	23,000.00	23,000.00	0140955249 5900	Info Systems Serv Media DC / Communications
P22X0117	VERIZON WIRELESS	700.00	700.00	0140955249 5900	Info Systems Serv Media DC / Communications
P22X0118	OFFICE DEPOT BUSINESS SERVICE	2,500.00	2,500.00	0130220101 4310	LCFF Supplemental Inst Nicolas / Materials and Supplies
P22X0119	EARTHQUAKE MANAGEMENT	5,000.00	5,000.00	8152451741 4363	Property and Liability / Materials and Supplies Repairs
P22X0120	PACIFIC SIGN INSTALLATIONS	5,000.00	5,000.00	8152451741 4363	Property and Liability / Materials and Supplies Repairs
P22X0121	POSITIVE PROOF INC	2,000.00	2,000.00	8152451741 4350	Property and Liability / Materials and Supplies Office
P22X0122	SOUTHWEST SCHOOL AND OFFICE SU	1,000.00	1,000.00	8152451741 4350	Property and Liability / Materials and Supplies Office
P22X0123	YORK INSURANCE SERVICES GROUP	51,000.00	51,000.00	6852458741 5805	Workers Comp Admin / Consultants
P22X0124	DAVIS, JEREMY	3,000.00	3,000.00	0140955249 5900	Info Systems Serv Media DC / Communications
P22X0125	SOUTHWEST SCHOOL AND OFFICE SU	700.00	700.00	0151055339 4350	Child Welfare and AttendanceDC / Materials and Supplies
P22X0126	RESILIENT COMMUNICATIONS INC	5,000.00	5,000.00	0140955249 5805	Info Systems Serv Media DC / Consultants
P22X0127	FULLERTON HARDWARE	500.00	500.00	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
P22X0128	GRAYBAR ELECTRIC COMPANY	500.00	500.00	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
P22Y0001	A 1 TRANSMISSION AND SUPPLY	1,000.00	1,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
P22Y0002	ABS POWER BRAKE INC	1,000.00	1,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
P22Y0003	A-Z BUS SALES	16,500.00	15,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			1,500.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
P22Y0004	ADVANCED BATTERY SYSTEMS INC	2,000.00	2,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
P22Y0005	ANAHEIM UNION HIGH SCHOOL DIST	1,200.00	200.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			1,000.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors

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P22Y0006	ARAMARK UNIFORM SERVICE	4,800.00	4,800.00	0156556369 5800	Home to Sch Transportation DC / Other Contracted
P22Y0007	AVCOGAS PROPANE SALES AND SERV	73,000.00	3,000.00 70,000.00	0153256369 4361 0156556369 4361	Transportation Field Trips / Materials and Supplies Fuel Home to Sch Transportation DC / Materials and Supplies
P22Y0008	BEARINGS AND DRIVES INC	500.00	500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
P22Y0009	BENNER METALS	1,500.00	1,500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
P22Y0010	BORDER TIRE	8,000.00	8,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
P22Y0011	BUSWEST LLC	1,000.00	1,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
P22Y0012	FULLERTON, CITY OF	1,000.00	1,000.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
P22Y0013	CRIMP SUPPLY	1,500.00	1,500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
P22Y0014	FROG ENVIRONMENTAL INC	3,200.00	3,200.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
P22Y0015	FULLERTON DIESEL ELECTRIC	1,000.00	1,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
P22Y0016	FULLERTON SMOG CENTER	1,750.00	1,750.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
P22Y0017	GARY'S RADIATOR SERVICE	1,500.00	500.00 1,000.00	0156556369 4360 0156556369 5640	Home to Sch Transportation DC / Materials and Supplies Home to Sch Transportation DC / Repairs by Vendors
P22Y0018	GORM INC	1,000.00	1,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
P22Y0019	J AND J CARBURETORS	500.00	500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
P22Y0020	KAESER COMPRESSORS INC	1,250.00	500.00 750.00	0156556369 4360 0156556369 5640	Home to Sch Transportation DC / Materials and Supplies Home to Sch Transportation DC / Repairs by Vendors
P22Y0021	L AND R AUTOMOTIVE SUPPLY CO	4,500.00	2,500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			2,000.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
P22Y0022	LEE AND SON ALIGNMENT	3,000.00	1,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
D221/0022	MCCOV AND MILES FORD	1 000 00	2,000.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
P22Y0023	MCCOY AND MILLS FORD	1,000.00	1,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
P22Y0024	METRO FLUID CONNECTORS	1,000.00	1,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
P22Y0025	NVB EQUIPMENT INC	5,100.00	1,300.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies

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P22Y0025	*** CONTINUED ***				
			3,800.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
P22Y0026	ORANGE COUNTY TANK TESTING	4,500.00	1,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			3,500.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
P22Y0027	ONE STOP PARTS SOURCE	2,000.00	2,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
P22Y0028	PACIFIC INDUSTRIAL WATER SYSTE	3,000.00	3,000.00	0156556369 5800	Home to Sch Transportation DC / Other Contracted
P22Y0029	PALFINGER LIFTGATES LLC	1,000.00	1,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
P22Y0030	PARKHOUSE TIRE INC	10,000.00	10,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
P22Y0031	POWERSTRIDE BATTERY CO INC	8,000.00	8,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
P22Y0032	QUALITY GLASS	1,500.00	1,500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
P22Y0033	RAL COMPANY	2,000.00	2,000.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
P22Y0034	ROAD AMERICA INC	2,000.00	2,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
P22Y0035	SOUTH COAST AIR QUALITY MANAGE	750.00	750.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
P22Y0036	SELMAN CHEVROLET COMPANY	2,000.00	2,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
P22Y0037	SERVICE AUTO CARE	1,500.00	500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			1,000.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
P22Y0038	IDSC HOLDINGS LLC	1,500.00	1,500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
P22Y0039	SOUTH COAST BOBCAT	750.00	750.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
P22Y0040	AUTOZONE	1,500.00	1,500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
P22Y0041	FACTORY MOTOR PARTS COMPANY	8,000.00	8,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
P22Y0042	FLEET SERVICES INC	9,000.00	7,500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			1,500.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
P22Y0043	FULLERTON HARDWARE	1,000.00	1,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
P22Y0044	GLASBY MAINTENANCE SUPPLY COMP	750.00	750.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
P22Y0045	GRAINGER INC, WW	3,000.00	3,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies

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P22Y0046	HOME DEPOT, THE	1,000.00	1,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
P22Y0047	KIMBALL MIDWEST	2,000.00	2,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
P22Y0048	MCFADDEN DALE INDUSTRIAL HARDW	750.00	750.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
P22Y0049	NAPA AUTO PARTS	1,000.00	500.00 500.00	0156556369 4360 0156556369 5640	Home to Sch Transportation DC / Materials and Supplies Home to Sch Transportation DC / Repairs by Vendors
P22Y0050	O'REILLY AUTO PARTS	2,000.00	2,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
P22Y0051	ORVAC ELECTRONICS	1,000.00	1,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
P22Y0052	PINNACLE PETROLEUM INC	118,000.00	118,000.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
P22Y0053	SOUTHERN COUNTIES LUBRICANTS L	5,000.00	5,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
P22Y0054	CA DEPT OF TAX AND FEE ADMINIS	3,000.00	3,000.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
P22Y0055	TAIT ENVIRONMENTAL SERVICES	2,800.00	2,800.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
P22Y0056	TOPS AUTO SUPPLY	500.00	500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
P22Y0057	TRUCPARCO	3,000.00	3,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
P22Y0058	UNITY SCHOOL BUS PARTS INC	5,000.00	5,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
P22Y0059	WESTRUX	1,000.00	1,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
P22Y0060	WORLD OIL ENVIRONMENTAL SERVIC	500.00	500.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
P22Z0001	AAA ELECTRIC MOTOR SALES & SER	2,500.00	2,500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22Z0002	AIR GAS DIRECT IND	1,500.00	1,500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22Z0003	ALBRIGHT LIGHTING PLASTICS LLC	5,000.00	5,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22Z0004	ANIXTER INC	5,000.00	5,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22Z0005	ARAMARK UNIFORM SERVICE	6,000.00	6,000.00	0154253829 4362	Custodial Discretionary / Supplies Uniforms
P22Z0006	ATOMIC CLOCKS ONLINE	3,000.00	3,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22Z0007	B AND M LAWN GARDEN	6,000.00	6,000.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
P22Z0008	BENNER METALS	500.00	500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs

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P22Z0009	C A AND A TREE CARE INC	20,000.00	20,000.00	0154753849 5640	Grounds Discretionary / Repairs by Vendors
P22Z0010	CAL LIFT INC	1,500.00	1,500.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
P22Z0011	CARSON LANDSCAPE SUPPLY	2,500.00	2,500.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
P22Z0012	CASE PARTS	1,500.00	1,500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22Z0013	CITY OF FULLERTON	1,000.00	1,000.00	0154253829 5800	Custodial Discretionary / Other Contracted Services
P22Z0014	CLEMMONS SERVICES INC	5,000.00	5,000.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
P22Z0015	COSTCO WHOLESALE	300.00	300.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22Z0016	DANGELO COMPANY	3,000.00	3,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22Z0017	DECKER EQUIPMENT/SCHOOL FIX	2,000.00	2,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22Z0018	EWING IRRIGATION PRODUCTS	15,000.00	15,000.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
P22Z0019	EXPRESS PIPE AND SUPPLY	6,000.00	6,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22Z0020	FERGUSON ENTERPRISES INC	1,000.00	1,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22Z0021	1ST TOUCH ELECTRIC INC	10,000.00	10,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22Z0022	FRY'S ELECTRONICS	2,000.00	2,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22Z0023	GANAHL LUMBER	10,000.00	10,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22Z0024	GEARY PACIFIC SUPPLY	5,000.00	5,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22Z0025	GLASBY MAINTENANCE SUPPLY COMP	270,000.00	270,000.00	0154253829 4360	Custodial Discretionary / Materials and Supplies Other
P22Z0026	GRAINGER INC, WW	10,000.00	10,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22Z0027	GRAYBAR ELECTRIC COMPANY	5,000.00	5,000.00	0153353819 4360	Plant Maintenance DC / Materials and Supplies Other
P22Z0028	GREENLAND NURSERY	7,000.00	7,000.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
P22Z0029	HAJOCA CORPORATION	5,000.00	5,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22Z0030	HOME DEPOT, THE	12,000.00	12,000.00	0153353819 4350	Plant Maintenance DC / Materials and Supplies Office
P22Z0031	HOWARD INDUSTRIES INC	3,500.00	3,500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22Z0032	IMPERIAL BUILDING MATERIALS	500.00	500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs

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P22Z0033	LAIRD PLASTICS	1,000.00	1,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22Z0034	LENNOX INDUSTRIES INC	2,000.00	2,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22Z0035	LOWES HIW INC	20,000.00	20,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22Z0036	LOWES HIW INC	3,000.00	3,000.00	0154253829 4360	Custodial Discretionary / Materials and Supplies Other
P22Z0037	MCFADDEN DALE INDUSTRIAL HARDW	5,000.00	5,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22Z0038	MCMASTER CARR SUPPLY COMPANY	8,000.00	8,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22Z0039	MERCURY DISPOSAL SYSTEMS INC	5,000.00	5,000.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
P22Z0040	MONTGOMERY HARDWARE COMPANY	30,000.00	30,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22Z0041	NEWARK CORPORATION	3,000.00	3,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22Z0042	NEXT LEVEL ELEVATOR	5,000.00	5,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22Z0043	NEXT LEVEL ELEVATOR	5,000.00	5,000.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
P22Z0044	ORANGE COUNTY APPLIANCE PARTS	500.00	500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22Z0045	ORVAC ELECTRONICS	3,000.00	3,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22Z0046	PEST OPTIONS INC	40,000.00	40,000.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
P22Z0047	PLUMBING AND INDUSTRIAL SUPPLY	35,000.00	35,000.00	0154253829 4360	Custodial Discretionary / Materials and Supplies Other
P22Z0048	PRAXAIR DISTRIBUTION	1,000.00	1,000.00	0154253829 4360	Custodial Discretionary / Materials and Supplies Other
P22Z0049	REGENCY LIGHTING	15,000.00	15,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22Z0050	REFRIGERATION SUPPLY DISTRIBUT	10,000.00	10,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22Z0051	REXEL INC	1,000.00	1,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22Z0052	SSD ALARM SYSTEMS	10,000.00	10,000.00	0154253829 5800	Custodial Discretionary / Other Contracted Services
P22Z0053	SCHORR METALS INC.	2,000.00	2,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22Z0054	SCOTT OVERHEAD DOORS AND DOCK	1,500.00	1,500.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
P22Z0055	SIGLER WHOLESALE DISTRIBUTORS	8,000.00	8,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22Z0056	SITEONE LANDSCAPE SUPPLY LLC	3,000.00	3,000.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs

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P22Z0057	SHIFFLER EQUIPMENT SALES	1,500.00	1,500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22Z0058	SOUTHWEST SCHOOL AND OFFICE SU	3,000.00	3,000.00	0153353819 4350	Plant Maintenance DC / Materials and Supplies Office
P22Z0059	STAPLES 0025724519	1,000.00	1,000.00	0153353819 4350	Plant Maintenance DC / Materials and Supplies Office
P22Z0060	STOTZ EQUIPMENT	2,000.00	2,000.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
P22Z0061	SUPERIOR SIGNS AND GRAPHICS	1,000.00	1,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22Z0062	TOM'S PLUMBING SERVICE INC	10,000.00	10,000.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
P22Z0063	US AIR CONDITIONING DISTRIBUTO	4,000.00	4,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22Z0064	UNITED RENTALS	5,000.00	5,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22Z0065	VISTA PAINT	16,000.00	16,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22Z0066	WATCO INDUSTRIAL FLOORING	5,000.00	5,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22Z0067	WEST COAST SAND AND GRAVEL	2,500.00	2,500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22Z0068	WESTERN STATES GLASS	15,000.00	15,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22Z0069	ZUMAR INDUSTRIES INC	1,000.00	1,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22Z0070	VERIZON WIRELESS	30,000.00	30,000.00	0153353819 5900	Plant Maintenance DC / Communications
P22Z0071	WESTERN DRAIN SUPPLY	2,000.00	2,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22Z0072	GORM INC	10,000.00	10,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22Z0073	THOMPSON BUILDING MATERIALS	5,000.00	5,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
	Fund 01 Total: Fund 12 Total: Fund 25 Total: Fund 40 Total:	10,903,331.44 9,128.09 357,108.21 28,080.00			

Total Amount of Purchase Orders:

Fund 68 Total:

Fund 81 Total:

11,577,763.76

51,000.00

229,116.02

Addendum To:

Purchase Orders Report Board of Trustees Meeting 7/28/2020

The following Purchase Orders are not reflected on report and do not exist:

PO Number	<u>Vendor</u>	PO Total	Account Amt.	Account #	Pseudo/Object Description
N22E0401	n/a				-
N22R1235	n/a				
P22R0032	n/a				
P22R0034	n/a				

The following Purchase Order was printed and isn't reflected:

PO Number	<u>Vendor </u>	PO Total	Account Amt.	Account #	Pseudo/Object Description
P22R0001	Document Tracking Svs	\$4840.00	\$4840.00	01302521014310	LCFF Supply Instr District Marls

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES MEETING 07/28/2020

FROM 06/05/2020 TO 07/09/2020

PO		PO		ACCOUNT	FROM 00/03/2020 10 07/03/2020
<u>NUMBER</u>	VENDOR	TOTAL	<u>AMOUNT</u>	<u>NUMBER</u>	PSEUDO / OBJECT DESCRIPTION
N22D0368	KBI AND ASSOCIATES	266.97	+266.97	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
N22M0001	FULLERTON, CITY OF	142,000.00	+27,000.00	0154753849 5899	Grounds Discretionary / Other Expenses
N22M0050	HAUFFE COMPANY INC	12,224.08	+724.08	0153353859 5899	Maintenance Facilities DC / Other Expenses
N22M0085	OMB ELECTRICAL ENGINEERS	1,664.53	+202.03	0153353859 5899	Maintenance Facilities DC / Other Expenses
N22M0096	DESIGN WORKS, THE	5,478.00	+875.00	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
N22M0190	NATIONAL CONSTRUCTION RENTALS	3,492.72	+460.08	0153353859 5899	Maintenance Facilities DC / Other Expenses
N22R0953	SPHERO INC	292.97	+12.84	8152451741 4310	Property and Liability / Materials and Supplies Instr
N22X0118	BUENA PARK PLAQUE AND TROPHY	1,100.00	+500.00	0152258749 5895	Personnel Commission Discret / Service Awards
N22X0120	OCCUPATIONAL HEALTH CENTERS OF	7,000.00	+2,000.00	0152258749 5875	Personnel Commission Discret / Medical Examinations
N22X0288	BEACON DAY SCHOOL	145,006.74	+25,006.74	0171054101 5100	Outside Services ICA NPA NPS / Subagreements for
N22X0289	OLIVE CREST ACADEMY	145,301.98	+20,301.98	0150454181 5100	Mental Health Support NPA NPS / Subagreements for
N22X0292	TASHA'S TRAINING AND CONSULTIN	39,501.51	+4,501.51	0171054101 5805	Outside Services ICA NPA NPS / Consultants
N22X0307	ORANGE CNTY DEPARTMENT OF EDUC	198,767.50	+19,467.50	0171054921 7142	Excess Costs / Excess Cost to County Office
N22X0325	RUSSO FLECK AND ASSOCIATES	28,682.39	+3,682.39	0171054101 5866	Outside Services ICA NPA NPS / Nonpublic Agency
N22X0335	BEST BEST AND KRIEGER LLP	94,500.00	+20,000.00	0152151749 5805	Personnel Serv Certificated DC / Consultants
			+14,500.00	0152151749 5825	Personnel Serv Certificated DC / Legal Assistance
N22X0383	LOZANO SMITH ATTORNEYS AT LAW	60,510.20	+10,510.20	0142054201 5825	Special Ed Administration / Legal Assistance
N22Z0016	GANAHL LUMBER	21,500.00	+6,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
N22Z0031	MONTGOMERY HARDWARE COMPANY	38,610.00	+3,610.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
N22Z0054	VISTA PAINT	18,200.00	+2,200.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
P22R0001	DOCUMENT TRACKING SERVICES	4,840.00	+4,840.00	0130252101 4310	LCFF Suppl Instr District / Materials and Supplies Instr
	Fund 01 Tot	al:	166,648.48		
	Fund 81 Total	al:	12.84		
	Total Amount of Change Order	rs:	166,661.32		

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 07/13/2020

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PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

07/28/2020

FROM06/05/2020 TO 07/09/2020

			~		
PO <u>NUMBER</u>	VENDOR	PO <u>TOTAL</u>	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
N22C0044	CA CHILDREN AND FAMILIES COMMI	1,750.94	1,750.94	1231019101 5210	Preschool Instruction / Conferences and Meetings
N22M0143	TOTAL CONCEPT SALES INC.	2,541.20	2,541.20	0153353859 5640	Maintenance Facilities DC / Repairs by Vendors
N22M0193	ROTO ROOTER	41,250.00	41,250.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
N22M0210	NEW DIMENSIONS GENERAL	11,641.13	11,641.13	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
N22M0247	UNIVERSAL ASPHALT COMPANY INC	8,700.00	8,700.00	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
N22M0294	ANACAL ENGINEERING COMPANY INC	10,000.00	10,000.00	0153353859 5805	Maintenance Facilities DC / Consultants
N22M0303	NEW DIMENSIONS GENERAL	38,846.78	38,846.78	0153353859 6200	Maintenance Facilities DC / Buildings and Improve of
N22M0305	NEW DIMENSIONS GENERAL	35,344.95	35,344.95	0153353859 6100	Maintenance Facilities DC / Sites and Site Improvements
N22M0308	ENKO SYSTEMS INC	365.32	365.32	0153353859 4363	Maintenance Facilities DC / Materials and Supplies
N22R0992	ONEOC	6,500.00	6,500.00	0121229261 5805	Title I Woodcrest Parent Part / Consultants
N22R1061	INSECT LORE PRODUCTS	239.59	239.59	0141355239 4310	STEM Program Discrete / Materials and Supplies Instr
N22R1190	COOLE SCHOOL INC	1,019.54	1,019.54	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr

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Report ID: PO012 < Rev. 040105>

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PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

	PURCHASE OR	DER DETAIL RE BOARD OF TRUS		NCELED PURCHA 07/28/2020	ASE ORDERS FROM06/05/2020 TO 07/09/2020
PO <u>NUMBER</u>	<u>VENDOR</u>	PO <u>TOTAL</u>	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
N22R1204 N22R1204	*** CONTINUED *** SIERRA SCHOOL EQUIPMENT	2,747.63	2,747.63	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
N22R1205	SIERRA SCHOOL EQUIPMENT	25,229.67	25,229.67	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
N22R1218	LIGHTSPEED TECHNOLOGIES INC	319,371.00	319,371.00	0154350109 6410	COVID 19 Instruction / New Equip Less Than \$10,000
N22R1219	SIERRA SCHOOL EQUIPMENT	754.25	754.25	0154350799 4350	COVID 19 EMERGENCY / Materials and Supplies Office
N22R1232	EDLIO LLC	22,680.00	22,680.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
N22V0094	MOBILE MODULAR PORTABLE	4,793.25	4,793.25	0153353859 6450	Maintenance Facilities DC / Repl Equip Less Than
N22V0148	CULVER NEWLIN INC	64,138.09	21,616.19 20,148.17 22,373.73	0156556369 4350 0156556369 6410 0156556369 6550	Home to Sch Transportation DC / Materials and Supplies Home to Sch Transportation DC / New Equip Less Than Home to Sch Transportation DC / Repl Equip Greater Than
N22V0158	MOVIMED & MOVITHERM	80,017.32	80,017.32	0154350799 6510	COVID 19 EMERGENCY / New Equip Greater Than
N22V0164	DATA IMPRESSIONS	172,291.62	172,291.62	0154350799 6510	COVID 19 EMERGENCY / New Equip Greater Than
N22Y0039	WORLD OIL ENVIRONMENTAL SERVIC		500.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
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PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

		BOARD OF TRUS	rees	07/28/2020	FROM06/05/2020 TO 07/09/2020
PO <u>NUMBER</u>	VENDOR	PO <u>TOTAL</u>	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
		500.00			
P22X0106	COSTCO WHOLESALE	2,000.00	2,000.00	0130252221 4350	LCFF Suppl StaffDev Distr Disc / Materials and Supplies
P22X0108	WELLS FARGO VENDOR FINANCIAL	194,272.17	8,787.28 185,484.89	0140955919 7438 0140955919 7439	Info Systems Debt Service / Debt Service Interest Info Systems Debt Service / Debt Service Principle
	Fund 01 Total: Fund 12 Total: Total Amount of Purchase Orders:	1,045,243.51 1,750.94 1,046,994.45			

Full Elem CFD2000-01

PURCHASE ORDER DETAIL REPORT

BOARD OF TRUSTEES MEETING 07/28/2020

FROM 06/05/2020 TO 07/09/2020

PO <u>NUMBER</u>	VENDOR	PO <u>TOTAL</u>	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P40X0001	COOPERATIVE STRATEGIES LLC	12,000.00	12,000.00	0168750851 5805	Van Daele Facilities / Consultants

Fund 01 Total: 12,000.00

Total Amount of Purchase Orders: 12,000.00

Full Elem CFD2001-01

PURCHASE ORDER DETAIL REPORT

BOARD OF TRUSTEES MEETING 07/28/2020

FROM 06/05/2020 TO 07/09/2020

PO <u>NUMBER</u>	VENDOR	PO <u>TOTAL</u>	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P48R0001	US BANK	7,000.00	7,000.00	0168150851 5800	Amerige Heights Facilities / Other Contracted Services
P48X0001	COOPERATIVE STRATEGIES LLC	17,800.00	17,800.00	0168150851 5805	Amerige Heights Facilities / Consultants
	Fund 01 Total:	24,800.00			
	Total Amount of Purchase Orders:	24,800.00			

CONSENT ITEM

DATE: July 28, 2020

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

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

PREPARED BY: Michael Burns, Director, Nutrition Services

SUBJECT: APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS

NUMBERED 220693 THROUGH 220734 FOR THE 2019/2020 SCHOOL YEAR AND 230000 THROUGH 230061 FOR THE 2020/2021 SCHOOL YEAR

<u>Background:</u> Board approval is requested for Nutrition Services purchase orders. The

purchase order summary dated June 5, 2020 through July 9, 2020 contains purchase orders numbered 220693 through 220734 for the 2019/2020 school year and purchase orders numbered 230000 through 23061 for the 2020/2021 school year totaling \$2,377,319.71. Purchase order number 220733 was

voided.

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

Rationale: Purchase orders, one of several methods, are used by school districts to

purchase goods and services and are generally accepted by merchants and

contractors.

Funding: Nutrition Services Fund.

Recommendation: Approve/Ratify Nutrition Services purchase orders numbered 220693 through

220734 for the 2019/2020 school year and purchase orders numbered 230000

through 230061 for the 2020/2021 school year.

RC:MB:tg Attachment

Schedule of Open / Processed Food and Commodity Purchase Order Report 6-05-20 through 7-09-20

Date	Vendor	PO Number	Category	Amount
	Open Purchase Orders			
	Amount Not To Exceed			
7/1/2020	AT&T	230001	Utilities	2,000.00
7/1/2020	Gold Star Food, Inc.	230003	Commodities	10,000.00
7/1/2020	Gold Star Food, Inc.	230004	Commodities	8,000.00
7/1/2020	Gold Star Food, Inc.	230005	DOD State Fees	1,000.00
7/1/2020	Costco Wholesale	230006	Food/Supplies	10,000.00
7/1/2020	FENN Termite & Pest Control	230009	Pest Control	1,500.00
7/1/2020	Fullerton Ace Hardware	230010	Supplies	1,500.00
7/1/2020	Fullerton School District	230011	Work Orders	40,000.00
7/1/2020	California Dept. of Tax & Fee Admin.	230012	Sales & Use Taxes	6,000.00
7/1/2020	Verizon Wireless	230013	Cellular Services	1,000.00
7/1/2020	Office Depot	230014	Office Supplies	15,000.00
7/1/2020	Heartland School Solutions	230015	Fees	20,000.00
7/1/2020	Pick Up Stix	230023	Food	20,000.00
7/1/2020	Pick Up Stix	230024	Food	20,000.00
7/1/2020	Pick Up Stix	230025	Food	40,000.00
7/1/2020	Pick Up Stix	230026	Food	40,000.00
7/1/2020	Pick Up Stix	230027	Food	40,000.00
7/1/2020	Pick Up Stix	230028	Food	3,000.00
7/1/2020	Pick Up Stix	230029	Food	10,000.00
7/1/2020	Pick Up Stix	230030	Food	120,000.00
7/1/2020	Papa John's Pizza	230031	Food	30,000.00
7/1/2020	Papa John's Pizza	230032	Food	35,000.0
7/1/2020	Papa John's Pizza	230033	Food	60,000.00
7/1/2020	Papa John's Pizza	230034	Food	60,000.00
	TOTAL OPEN PURCHASE ORDERS			594,000.00
	Total OPEN Purchase Orders (from this pa	age & page 2)		\$ 2,184,000.00
	Total Purchase Orders Out of Date Seque	nce		2
	Total Processed Food & Commodity P.O.'s	S		当
	Total Purchase Orders from Purchase Ord	ler Detail Repor	t	193,319.71
	TOTAL PURCHASE ORDERS			\$ 2,377,319.71

Schedule of Open / Processed Food and Commodity Purchase Order Report 6-05-20 through 7-09-20

Date	Vendor	PO Number	Category	Amount
	Open Purchase Orders			
	Amount Not To Exceed			
7/1/2020	Papa John's Pizza	230035	Food	60,000.0
7/1/2020	Papa John's Pizza	230036	Food	120,000.00
7/1/2020	Papa John's Pizza	230037	Food	20,000.0
	Papa John's Pizza	230038	Food	105,000.0
7/1/2020	Gold Star Foods, Inc.	230039	Food	150,000.0
7/1/2020	Gold Star Foods, Inc.	230040	Food	20,000.0
7/1/2020	Gold Star Foods, Inc.	230041	Food	5,000.0
7/1/2020	Galasso's Bakery	230042	Food	50,000.0
7/1/2020	Galasso's Bakery	230043	Food	5,000.0
7/1/2020	Gold Star Foods, Inc.	230044	Food	80,000.00
7/1/2020	Gorm, Inc.	230045	Cleaning Supplies	50,000.00
7/1/2020	P & R Paper Supply	230046	Paper Supplies	150,000.0
7/1/2020	Gold Star Foods, Inc.	230047	Food	80,000.0
7/1/2020	Gold Star Foods, Inc.	230048	Food	10,000.0
7/1/2020	Gold Star Foods, Inc.	230049	Food	50,000.00
7/1/2020	Gold Star Foods, Inc.	230050	Food	5,000.0
7/1/2020	Sunrise Produce	230051	Produce	250,000.0
7/1/2020	Sunrise Produce	230052	Produce	10,000.00
7/1/2020	Sunrise Produce	230053	Produce	100,000.00
7/1/2020	Sunrise Produce	230054	Produce	20,000.00
7/1/2020	The Fruit Guys	230055	Produce	50,000.00
7/1/2020	Le Chef Bakery	230056	Food	30,000.00
7/1/2020	Romero's Food Prod.	230057	Food	30,000.0
7/1/2020	Southwest School & Office	230058	Office Supplies	30,000.00
7/1/2020	Driftwood Dairy	230059	Produce	80,000.00
7/1/2020	Driftwood Dairy	230060	Produce	30,000.00
	TOTAL OPEN PURCHASE ORDERS (P	age 2)		\$1,590,000.0

Fullerton School District

Driftw	ood Dairy, Inc.		230059 7/1/2020 7/31/2020			
Qty	Unit	Item No.	Description		Unit Cost I	Extended Cos
20000	EA	997004	Non Fat Milk, 1/2PT Eco #12049		\$0.2929	\$5,858.00
20000	EA	997007	Lowfat Milk, 1% Pouch 1/2 PT #13090		\$0.2299	\$4,598.00
20000	EA	997009	CHOC Milk, NonFat 1/2 PT Pouch #16090		\$0.2179	\$4,358.00
5000	each	997032	Yogurt, 1/2 pt., Assorted Flavors		\$0.5204	\$2,602.00
270	ea	16040	Choc Milk, NonFat 1/2 PT Eco	C 1 70	\$0.2279	\$61.53
				Sales Tax:		\$0.00
Duiftur	road Dairy. Inc		220060 5/1/2020 5/21/2020	P.O. Total:		\$17,477.53
	ood Dairy, Inc.	Tanan Na	230060 7/1/2020 7/31/2020			
Qty	Unit	Item No.	Description Control of the Control o			Extended Cos
20000 20000	EA EA	997099	Lowfat Milk, 1% Pouch 1/2 pt #13090 (CACFP)	D)	\$0.2299	\$4,598.00
20000	EA	997101	Choc Milk, NonFat Pouch 1/2PT #16090 (CACFI	,	\$0.2179	\$4,358.00
				Sales Tax:		\$0.00
				P.O. Total:		\$8,956.00
				Vendor Total:		\$26,433.53
Image	One Technology So	olutions	230018 7/1/2020 8/31/2021			
Qty	Unit	Item No.	Description		Unit Cost I	Extended Cos
1	ea	1	RocketSCAN Software Maintenance		\$1,610.0000	\$1,610.00
				Sales Tax:	, , ,	\$0.00
				P.O. Total:		\$1,610.00
				1 to 1 tun		Ψ1,010.00
				Vendor Total:		
Fullow	ton Sahaal District		220017	-		\$1,610.00
	ton School District		230017 7/1/2020 7/31/2020	-		\$1,610.00
Qty	Unit	Item No.	Description	-		\$1,610.00
Qty	Unit	1	Description Estimated Payroll per July Bitech Report	-	\$20,000.0000	\$1,610.00 Caxtended Cos \$20,000.00
Qty	Unit		Description	Vendor Total:		\$1,610.00 Extended Cos \$20,000.00 \$10,000.00
Qty	Unit	1	Description Estimated Payroll per July Bitech Report	Vendor Total: Sales Tax:	\$20,000.0000	\$1,610.00 Extended Cos \$20,000.00 \$10,000.00
Qty	Unit	1	Description Estimated Payroll per July Bitech Report	Vendor Total:	\$20,000.0000	\$1,610.00 Extended Cos \$20,000.00 \$10,000.00
Qty	Unit	1	Description Estimated Payroll per July Bitech Report	Vendor Total: Sales Tax:	\$20,000.0000	\$1,610.00 Extended Cos \$20,000.00 \$10,000.00 \$0.00 \$30,000.00
Qty 1	Unit	1	Description Estimated Payroll per July Bitech Report	Vendor Total: Sales Tax: P.O. Total:	\$20,000.0000	\$1,610.00 Extended Cos \$20,000.00 \$10,000.00 \$0.00 \$30,000.00
Qty	Unit ca ea	1	Description Estimated Payroll per July Bitech Report Estimated Dist. Exp. per July Bitech Reprt	Vendor Total: Sales Tax: P.O. Total:	\$20,000.0000 \$10,000.0000	\$1,610.00 Extended Cos \$20,000.00 \$10,000.00 \$30,000.00
Qty 1 1 Gold S Qty 50	Unit ea ea	1 2	Description Estimated Payroll per July Bitech Report Estimated Dist. Exp. per July Bitech Reprt 220695 6/10/2020 6/10/2020	Vendor Total: Sales Tax: P.O. Total:	\$20,000.0000 \$10,000.0000	\$1,610.00
Qty 1 1 Gold S Qty	Unit ca ca tar Foods Inc. Unit	1 2 Item No.	Description Estimated Payroll per July Bitech Report Estimated Dist. Exp. per July Bitech Reprt 220695 6/10/2020 6/10/2020 Description	Vendor Total: Sales Tax: P.O. Total:	\$20,000.0000 \$10,000.0000 Unit Cost	\$1,610.00 Extended Cos \$20,000.00 \$10,000.00 \$0.00 \$30,000.00
Qty 1 1 Gold S Qty 50	Unit ea ea tar Foods Inc. Unit	1 2 Item No.	Description Estimated Payroll per July Bitech Report Estimated Dist. Exp. per July Bitech Reprt 220695 6/10/2020 6/10/2020 Description Cheez-Its, WG GS#203137 175ct/.75oz	Vendor Total: Sales Tax: P.O. Total:	\$20,000.0000 \$10,000.0000 Unit Cost I \$35.2700	\$1,610.00 Cxtended Cos
Qty 1 1 Gold S Qty 50	Unit ea ea tar Foods Inc. Unit	1 2 Item No.	Description Estimated Payroll per July Bitech Report Estimated Dist. Exp. per July Bitech Reprt 220695 6/10/2020 6/10/2020 Description Cheez-Its, WG GS#203137 175ct/.75oz	Sales Tax: P.O. Total: Vendor Total:	\$20,000.0000 \$10,000.0000 Unit Cost I \$35.2700	\$1,610.00 Extended Cos \$20,000.00 \$10,000.00 \$30,000.00 \$30,000.00 Extended Cos \$2,116.20 \$621.40 \$0.00
Qty 1 1 Gold Si Qty 50 10	Unit ea ea tar Foods Inc. Unit	1 2 Item No.	Description Estimated Payroll per July Bitech Report Estimated Dist. Exp. per July Bitech Reprt 220695 6/10/2020 6/10/2020 Description Cheez-Its, WG GS#203137 175ct/.75oz	Sales Tax: P.O. Total: Vendor Total:	\$20,000.0000 \$10,000.0000 Unit Cost I \$35.2700	\$1,610.00 Extended Cos \$20,000.00 \$10,000.00 \$30,000.00 \$30,000.00 Extended Cos \$2,116.20 \$621.40 \$0.00
Qty Gold Si Qty Gold Si	Unit ca ea tar Foods Inc. Unit cs cs	1 2 Item No. 1 1	Estimated Payroll per July Bitech Report Estimated Dist. Exp. per July Bitech Reprt 220695 6/10/2020 6/10/2020 Description Cheez-Its, WG GS#203137 175ct/.75oz Cheese, Cheddar Cup GS#403651 140/3oz	Sales Tax: P.O. Total: Vendor Total:	\$20,000.0000 \$10,000.0000 Unit Cost I \$35.2700 \$62.1400	\$1,610.00 Extended Cos \$20,000.00 \$10,000.00 \$30,000.00 \$30,000.00 \$2,116.20 \$621.40 \$0.00 \$2,737.60
Gold Si Qty 50	Unit ca ca tar Foods Inc. Unit cs cs	1 2 Item No.	Estimated Payroll per July Bitech Report Estimated Dist. Exp. per July Bitech Report 220695 6/10/2020 6/10/2020 Description Cheez-Its, WG GS#203137 175ct/.75oz Cheese, Cheddar Cup GS#403651 140/3oz 220696 6/10/2020 6/10/2020 Description	Sales Tax: P.O. Total: Vendor Total:	\$20,000.0000 \$10,000.0000 Unit Cost I \$35.2700 \$62.1400	\$1,610.00 Extended Cos \$20,000.00 \$10,000.00 \$30,000.00 \$30,000.00 Extended Cos \$2,116.20 \$621.40 \$0.00 \$2,737.60 Extended Cos
Gold Si Oty Gold Si Oty Gold Si Qty	Unit ca ea etar Foods Inc. Unit cs cs tar Foods Inc. Unit	Item No. Item No.	Estimated Payroll per July Bitech Report Estimated Dist. Exp. per July Bitech Reprt 220695 6/10/2020 6/10/2020 Description Cheez-Its, WG GS#203137 175ct/.75oz Cheese, Cheddar Cup GS#403651 140/3oz	Sales Tax: P.O. Total: Vendor Total:	\$20,000.0000 \$10,000.0000 Unit Cost I \$35.2700 \$62.1400	\$1,610.00 Extended Cos \$20,000.00 \$10,000.00 \$30,000.00 \$30,000.00 \$2,116.20 \$621.40 \$0.00 \$2,737.60

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	or Name		PO No. P.O. Date Date Needed Revised Needed Date Account No.	Use Ve	ndor Numbers
	Star Foods Inc.		220698 6/12/2020 6/16/2020		
Qty	Unit	Item No.	Description		xtended Cost
15	Case	1	Cheddar Cheese, Shredded (GS#401146)	\$12.7500	\$191.25
			Sales Tax:		\$0.00
			P.O. Total:		\$191.25
Gold S	Star Foods Inc.		220702 6/16/2020 6/16/2020		
Qty	Unit	Item No.	Description	Unit Cost E	xtended Cost
15	CS	1	Crumb Square IW #113034	\$15.3500	\$230.25
53	cs	1	Pizza, Pepp 5", #406613 48/5oz	\$38.3300	\$2,031.49
			Sales Tax:		\$0.00
			P.O. Total:		\$2,261.74
Gold S	Star Foods Inc.		220705 6/19/2020 6/23/2020		П
Qty	Unit	Item No.	Description	Unit Cost E	xtended Cost
2	Case	123	Oueso Blacno JTM GS#402119		
-	Cusc	143	Sales Tax:	\$32,4600	\$64.92 \$0.00
Calde	Ston Eoods I		P.O. Total:		\$64.92
	Star Foods Inc.		220707 6/23/2020 6/30/2020		
Qty	Unit	Item No.	Description	Unit Cost E	xtended Cost
38	Case	1	Pizza IW GS# 406613	\$38.3300	\$1,456.54
			Sales Tax:		\$0.00
			P.O. Total:		\$1,456.54
Gold S	Star Foods Inc.		220708 6/23/2020 6/30/2020		
Qty	Unit	Item No.	Description	Unit Cost E	xtended Cost
55	case	30355	Concha, Variety Pack, IW GS#133841 84/cs	\$41,4000	\$2,277.00
65	case	7231	Cinnamon Roll, GS#113950 IW 72/cs	\$36.8200	\$2,393.30
75	case	30354	Muffin, Double Choc IW GS#134237 60/cs	\$27.6500	\$2,073.75
55	case	30308	Bread, Banana GS#133796 SuprBkry#6071 70/3.4oz.	\$42.4700	\$2,760.55
26	case	3002	Cereal, CinnaToast R/Sugar GS#200914 GM 96/cs	\$23.3600	\$607.36
12	case	7021	Cracker Graham Hi-Fbr GS#208146 MJM 150/10z	\$17.4700	\$209.64
			Sales Tax:		\$0.00
			P.O. Total:		\$10,321.60
Gold S	Star Foods Inc.		220711 6/25/2020 7/31/2020		
Qty	Unit	Item No.	Description	Unit Cost E	xtended Cost
30	case	55060	Chicken Patty, Hot&Spicy WG GS#404681 148/case	\$44,4800	\$1,334.40
20	case	55008	Chicken Tender GS#403544 3pc Tyson 450pc/case	\$46.2600	\$925.20
20	case	59010	Breadstick, Cheese-filled, GS#405626 144/cs	\$40.3200	\$806.40
5	case	4243	Sauce, Marinara, 250/1oz cup GS#401764	\$28.2800	\$169.68
15	case	8269	Chips, Tortilla GS#208220 80/case	\$19.1200	\$286.80
10	case	55009	Chicken, Breaded Drmstck GS# 405424 72-108/cs	\$81.5060	\$3,260.24
15	case	57018	Cheeseburger, MiniTwnsGS#403436/ QCB655 72/4.55oz	\$52.1500	\$782.25
			Sales Tax:		\$0.00
			P.O. Total:		\$7,564.97
Gold S	Star Foods Inc.		220712 6/25/2020 7/31/2020		
Qty	Unit	Item No.	Description	Unit Cost E	xtended Cost
35	Case	123	Biscuit, Bridgeford GS#100150	\$20.0000	\$700.00
			Sales Tax:	+=0.0000	\$0.00
			P.O. Total:		\$700.00
Gold S	Star Foods Inc.		220713 6/25/2020 9/4/2020		
		Téom- Ni-			
Qty	Unit	Item No.	Description		xtended Cost
.0	case	59501	Cheese cheddar shred RF RS GS#401146 4/5#	\$12.9600	\$129.60
			Dogo O		

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				. Use Ve	ndor Numbers
Gold S	Star Foods Inc.		220713 6/25/2020 9/4/2020		
Qty	Unit	Item No.	Description	Unit Cost E	xtended Cost
5	case	30324	Crouton, WG Chs GS#203332 Garlic IW 250/0.5oz.	\$28.5200	\$142.60
2	bag	4418	Bacon Bits Turkey #406437 2/5-6LB	\$150.5450	\$301.09
25	CS	4341	Dressing, Ranch Light GS#300050 4/1gal	\$36.6000	\$915.00
2	case	10118	Jalapenos, Sliced, GSF#209918 6/10#/case	\$22.6000	\$45.20
150	case	59801	Sandwich, Sunbter & GrpJelly, GS#401972 96cs SW#11128W	\$58.5500	\$8,782.50
150	case	54015	Cheese, String Cmdy LOL, GS#401172, 168/cs, MF#59701	\$15.8200	\$2,373.00
90	case	3072	Cereal, Granola Lowfat Mal-O-Meal GS#201564 4/50oz	\$39.1400	\$3,522.60
50	case	30018	Corn Dog, GS#134257 IW Fstr Frm 72/case	\$0.0000	\$0.00
			Sales Tax:		\$0.00
			P.O. Total:		\$16,211.59
Gold S	Star Foods Inc.		220714 6/25/2020 8/4/2020		ψ10,211.5 <i>9</i>
Qty	Unit	Item No.	Description	Unit Cost E	_
34	Case	123	Brownie GS#100458	\$10.0000	\$340.00
			Sales Tax:	Ψ10.0000	\$0.00
			P.O. Total:		\$340.00
Gold S	Star Foods Inc.		220715 6/25/2020 8/7/2020		
Qty	Unit	Item No.	Description	Unit Cost E	xtended Cost
0	Case	123	Galaxy pizza IW Pepperoni GS#403233	\$10.0000	\$500.00
100	Case	123	Tamale GS#406536	\$20.0000	\$2,000.00
55	Case	1234	Rosati Ice GS#100608	\$10.0000	\$550.00
20	Case	123	Salsa GS#401440	\$5.0000	\$100.00
			Sales Tax:	45.5000	\$0.00
			P.O. Total:		
Gold S	Star Foods Inc.		220716 6/25/2020 8/7/2020		\$3,150.00
	Unit	T4 N-			
Qty		Item No.	Description	Unit Cost E	
55	case	57018	Cheeseburger, MiniTwns GS#403436/ QCB655 72/4.55oz	\$52.1500	\$2,868.25
75	case	56044	Spaghetti, Beef GS#401074 6/5# JTM	\$36.0800	\$2,706.00
14	case	7030	Cracker, Chelte Bear Grhm GS#203017/402001 19#/cs	\$39.5900	\$554.26
15	case	8269	Chips, Tortilla GS#208220 80/case	\$19.1200	\$860.40
			Sales Tax:		\$0.00
			P.O. Total:		\$6,988.91
Gold S	star Foods Inc.		220717 6/25/2020 8/14/2020		
Qty	Unit	Item No.	Description	Unit Cost E	vtended Cost
0	case	56705	Chicken, Mndrn Ornge, GS#403631 6/5# case Lings	\$124.8600	\$4,994.40
30	bag	5105	Rice, White, Parboiled LG GS#101936 25#/bag	\$10.7600	\$322.80
25	case	30220	Chicken Patty, WG GS#141227 104/cs	\$32.3500	\$808.75
		00220	Sales Tax:	φ32,3300	
					\$0.00
			P.O. Total:		\$6,125.95
Gold S	tar Foods Inc.		220718 6/25/2020 8/21/2020		
Qty	Unit	Item No.	Description	Unit Cost E	xtended Cost
	case	56046	Beef, Patty Charbroiled GS#403572 240/cs	\$43.2900	\$735.93
7			Corn Dog, GS#134257 IW Fstr Frm 72/case	\$10.0000	\$500.00
17	case	30018			
17 50		30018	Sales Tax:		
17		30018			\$0.00
17 50		30018	P.O. Total		\$0.00 \$1,235.93
7 0 Gold S	case		P.O. Total: 220719 6/25/2020 7/31/2020	Unit Cost E	\$0.00 \$1,235.93
7 0 Gold S Qty	case tar Foods Inc. Unit	Item No.	P.O. Total: 220719 6/25/2020 7/31/2020 Description	Unit Cost E	\$0.00 \$1,235.93 xtended Cost
17 50	case		P.O. Total: 220719 6/25/2020 7/31/2020	Unit Cost E: \$41.4000 \$27.6500	\$0.00 \$1,235.93

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Gold S	Star Foods Inc.		220719 6/25/2020 7/31/2020			П
Qty	Unit	Item No.	Description		Unit Cost E	xtended Cost
4	case	59047	Pizza,Brkfst,Sausage GS#406649 160 ct/3 oz.		\$64.8500	
30	case	7231	Cinnamon Roll, GS#113950 IW 72/cs		\$36.8200	\$259.40 \$1,104.60
8	case	30340	Pancakes, Mini Maple GS#134287 Eggo IW 72 ct.		\$30,2900	\$242.32
5	case	30313	Bagel, Plain IW GS#134083 72/cs		\$27.6400	\$138.20
3	case	30107	Cream Cheese, Cup 100/10z GS#300211		\$16.2500	\$48.75
30	case	3002	Cereal, Cinna Toast R/Sugar GS#200914 GM 96/cs		\$23.3600	\$700.80
30	case	3005	Cereal, Cocoa Puffs Rd/Sugar GS#203119 96/cs		\$23.3600	\$700.80
30	case	3011	Cereal, Rice Chex GS#203127 96/case		\$23.3600	\$700.80
		5511		Sales Tax:	\$25.5000	
						\$0.00
Gold S	Star Foods Inc.		220720 6/25/2020 8/7/2020	P.O. Total:		\$5,440.50
	Unit	Item No.	, , , , , , , , , , , , , , , , , , , ,		T L C . T	<u>Ц</u>
Qty 12	case	58004	Description Pancake Sausage on Stick,IW GS#402097 160/cs			xtended Cost
21		30353	-		\$60.8400	\$730.08
10	case		Waffle, Maple Mini, Eggo IW GS#134285 72/cs Pizza, Brkfst, Sausage GS#406649 160 ct/3 oz.		\$30.2900	\$636.09
10 21	case	59047 30340			\$64.8500	\$648.50
20	case case	30340	Pancakes,Mini Maple GS#134287 Eggo IW 72 ct. Concha, Variety Pack, IW GS#133841 84/cs		\$30.2900	\$636.09
20	Case	30333	Concha, variety Pack, IW GS#133841 84/cs	0.1.75	\$41.4000	\$828.00
				Sales Tax:		\$0.00
0.116	Na 101 11 11			P.O. Total:		\$3,478.76
	Star Foods Inc.		220721 6/25/2020 8/14/2020			
Qty	Unit	Item No.	Description		Unit Cost E	xtended Cost
11	case	59705	Sandwich, Brkfst, Snrs Sausge&Chs GS#400732 144/cs	S	\$79.4700	\$874.17
22	case	30308	Bread, Banana GS#133796 SuprBkry#6071 70/3.4oz.		\$42,4700	\$934.34
16	case	30332	Pizza, Breakfast Bagel, Chs, IW GS#403800 96/cs		\$46.6200	\$745.92
21	case	30313	Bagel, Plain IW GS#134083 72/cs		\$27.6400	\$580.44
15 21	case	30107	Cream Cheese, Cup 100/10z GS#300211		\$16.2500	\$243.75
4 1	case	7231	Cinnamon Roll, GS#113950 IW 72/cs		\$36.8200	\$773.22
				Sales Tax:		\$0.00
				P.O. Total:		\$4,151.84
Gold S	Star Foods Inc.		220722 6/25/2020 8/21/2020			
Qty	Unit	Item No.	Description		Unit Cost_E	xtended Cost
10	case	58004	Pancake Sausage on Stick, IW GS#402097 160/cs		\$60.8400	\$608.40
21	case	30353	Waffle, Maple Mini, Eggo IW GS#134285 72/cs		\$30.2900	\$636.09
10	case	59047	Pizza, Brkfst, Sausage GS#406649 160 ct/3 oz.		\$64.8500	\$648.50
21	case	30340	Pancakes, Mini Maple GS#134287 Eggo IW 72 ct.		\$30.2900	\$636.09
				Sales Tax:		\$0.00
				P.O. Total:		\$2,529.08
Gold S	star Foods Inc.		220726 6/29/2020 8/11/2020			
Qty	Unit	Item No.	Description		Unit Cost E	xtended Cost
35	case	59049	Pull Aparts, IW GS#406666 108/cs		\$63.5800	\$2,225.30
				Sales Tax:		\$0.00
				P.O. Total:		\$2,225.30
Gold S	tar Foods Inc.		220727 6/29/2020 8/21/2020			
Qty	Unit	Item No.	Description		Unit Cost E	
30	case	30214	Taco Stick, Beef GS#400946 IW 50/case		\$38.2900	\$3,063.20
				Sales Tax:		\$0.00
				P.O. Total:		
Gold S	tar Foods Inc.		220728 6/29/2020 7/14/2020	T.O. TUIAI		\$3,063.20
Qty	Unit	Item No.	Description		Unit Cost E	vtonded Coa

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vendo	or Name		PO No. P.O. Date Date Needed Revised Needed Date Account No.	Use Vo	endor Numbers
	Star Foods Inc.		220728 6/29/2020 7/14/2020		
Qty	Unit	Item No.	Description	Unit Cost E	Extended Cost
25	case	30355	Concha, Variety Pack, IW GS#133841 84/cs	\$41.4000	\$1,035.00
30	case	7231	Cinnamon Roll, GS#113950 IW 72/cs	\$36.8200	\$1,104.60
35	case	30354	Muffin, Double Choc IW GS#134237 60/cs	\$27.6500	\$967.75
30	case	30308	Bread, Banana GS#133796 SuprBkry#6071 70/3.4oz.	\$42.4700	\$1,274.10
32	case	3002	Cereal, Cinna Toast R/Sugar GS#200914 GM 96/cs	\$23.3600	\$747.52
17	case	7021	Cracker Graham Hi-Fbr GS#208146 MJM 150/1oz	\$17.4700	\$296.99
22	case	56054	Burrito, Bean&Cheese IW GS#403406 96/cs	\$57.8200	\$1,272.04
30	case	30018	Corn Dog, GS#134257 IW Fstr Frm 72/case	\$0.0000	\$0.00
30	case	57018	Cheeseburger, MiniTwns GS#403436/QCB655 72/4.55oz	\$52.1500	\$1,564.50
30	case	30210	Grilled Cheese GS#406104 IW 72/case	\$41.8800	\$1,256.40
			Sales Tax:		\$0.00
			P.O. Total:		\$9,518.90
Gold S	Star Foods Inc.		220729 6/29/2020 7/14/2020		Ψ2,510.20
Qty	Unit	Item No.	Description	Unit Cost E	Extended Cos
15	Case	123	Pizza Pepp IW GS#406613	\$47.3300	\$2,129.85
15	Cuse	123	Sales Tax:	\$47.5500	\$2,129.83
~			P.O. Total:		\$2,129.85
Gold S	Star Foods Inc.		220730 6/30/2020 8/7/2020		
Qty	Unit	Item No.	Description	Unit Cost E	extended Cos
0.0	case	7012	Cracker, Goldfish, Pretzel GS#200270 300/cs	\$44.0400	\$880.80
0	case	12201	Sunbutter Cup, GS#208125 200/cs	\$58.3500	\$3,501.00
18	case	8021	Chips, Tortilla GS#208220 80/cs	\$19.1200	\$917.76
27	case	12101	Salsa, Cup 3oz GS#405859 168/cs	\$56.2900	\$1,519.83
20	case	7014	Cracker, Goldfish, Chddr GS#200290 300/case	\$52.4400	\$1,048.80
14	case	12001	Seeds, Chili Lime and Cranberry, GS#239336 250/cs	\$126.1800	\$1,766.52
			Sales Tax:		\$0.00
			P.O. Total:		\$9,634.71
Gold S	Star Foods Inc.		220731 6/30/2020 8/7/2020		П
Qty	Unit	Item No.	Description	Unit Cost R	Extended Cost
15	Case	123	Nacho Cups GS#403651	\$10.0000	\$750.00
13	Case	123	Applesauce, Blue GS#406675	\$10.0000	\$330.00
.0	Case	123	Chicken Bite Meal Kit GS#249237	\$10.0000	\$100.00
3	Case	123	Doritos GS#200720	\$10.0000	\$830.00
18	Case	123	GoBonzo GS#203790	\$10.0000	\$480.00
4	Case	123	Protein Granola GS#209805	\$10.0000	\$340.00
			Sales Tax:	Ψ1010000	\$0.00
Gold S	Star Foods Inc.		P.O. Total: 220732 6/30/2020 8/7/2020 8/14/2020		\$2,830.00
Qty	Unit	Item No.	220732 6/30/2020 8/7/2020 8/14/2020 Description	W 4.6	
75	Case	123	Nacho Cheese Cup GS#403651		extended Cos
3	Case	123	Applesauce GS#406675	\$10.0000	\$750.00
0	Case	123	Chicken Bites GS#249237	\$10.0000	\$330.00
33	Case	123		\$10.0000	\$100.00
.8	Case		Doritos GS#200720	\$10.0000	\$830.00
4	Case	123 123	GoBonzo GS#203790	\$10.0000	\$480.00
7	Case	123	Protein Granola GS#209805	\$10.0000	\$340.00
			Sales Tax:		\$0.00
			P.O. Total:		\$2,830.00
Gold S	tar Foods Inc.		220734 6/30/2020 8/14/2020		
Qty	Unit	Item No.	Description	Unit Cost E	vtended Con
0	case	7012	Cracker, Goldfish, Pretzel GS#200270 300/cs		
-	Oubo	1012	Canada, Goldrigh, 110(201 GG#2002/0 J00/08	\$44.0400	\$880.80

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	Star Foods Inc.		220734 6/30/2020 8/14/2020			
Qty	Unit	Item No.	Description		Unit Cost E	— xtended Cos
50	case	12201	Sunbutter Cup, GS#208125 200/cs		\$58.3500	\$3,501.00
18	case	8021	Chips, Tortilla GS#208220 80/cs		\$19.1200	\$917.76
27	case	12101	Salsa, Cup 3oz GS#405859 168/cs		\$56.2900	\$1,519.83
20	case	7014	Cracker, Goldfish, Chddr GS#200290 300/case		\$52.4400	\$1,048.80
14	case	12001	Seeds, Chili Lime and Cranberry, GS#239336 250/cs		\$126.1800	\$1,766.52
				Sales Tax:		\$0.00
				P.O. Total:		\$9,634.71
			V	endor Total:	9	5116,930.02
P & R	. Paper Supply C	ompany. Inc.	220697 6/11/2020 6/17/2020			
Qty	Unit	Item No.	Description		Unit Cost E	
10	cs	81003	Bag *bunpan18x24 Elkay B0R1824HD 250/cs		\$10.1000	\$404.00
		01005	-16 companies 2 200,00	Sales Tax:	\$10.1000	\$31.31
nen	D C	.	330800 CHC 3030 C 34 3030	P.O. Total:		\$435.31
ræK	Paper Supply C	ompany, Inc.	220700 6/16/2020 6/24/2020			
Qty	Unit	Item No.	Description		Unit Cost E	
24	case	81020	Bag 12x18 freezer/food ELK-BOR1218HD 1000/cs	C	\$18.8000	\$451.20
				Sales Tax:		\$34.97
				P.O. Total:		\$486.17
P & R	Paper Supply C	ompany, Inc.	220701 6/16/2020 6/17/2020			
Qty	Unit	Item No.	Description		Unit Cost E	ktended Cos
	Case	123	PRW-PCS-4413 (Pactive Pressware 9.5oz tray)		\$54.9500	\$54.95
l	ea	1	Minimum order charge		\$35.0000	\$35.00
				Sales Tax:		\$0.00
				P.O. Total:		\$89.95
P & R	Paper Supply C	ompany, Inc.	220706 6/23/2020 7/1/2020			
Qty	Unit	Item No.	Description		Unit Cost E	xtended Cos
10	CS	81003	Bag *bunpan18x24 Elkay B0R1824HD 250/cs		\$10.1000	\$404.00
24	case	81020	Bag 12x18 freezer/food ELK-BOR1218HD 1000/cs		\$18.8000	\$451.20
				Sales Tax:		\$66.28
				P.O. Total:		\$921.48
		ompany, Inc.	220724 6/26/2020 7/1/2020	1101 101111		Ψ <i>Σ</i> 21.τ0
P & R	Paper Supply C			6		ш
	Paper Supply C		Description		Times Const. ID.	
Qty	Unit	Item No.	Description Clause Viral Small NET 754620 10/100		Unit Cost E	
Qty	Unit	Item No. 80031	Gloves, Vinyl Small NET-754629 10/100 cs		\$5.0000	\$15.00
Qty	Unit	Item No.		Salas Ta		\$15.00 \$25.00
Qty	Unit	Item No. 80031	Gloves, Vinyl Small NET-754629 10/100 cs	Sales Tax:	\$5.0000	\$15.00 \$25.00 \$0.00
Qty 3	Unit case case	Item No. 80031 80032	Gloves, Vinyl Small NET-754629 10/100 cs Gloves, Vinyl Med. NET-754631 10/100 cs	Sales Tax: P.O. Total:	\$5.0000	\$15.00 \$25.00 \$0.00
Qty 3	Unit	Item No. 80031 80032	Gloves, Vinyl Small NET-754629 10/100 cs		\$5.0000	\$15.00 \$25.00 \$0.00
Qty 3	Unit case case	Item No. 80031 80032	Gloves, Vinyl Small NET-754629 10/100 cs Gloves, Vinyl Med. NET-754631 10/100 cs		\$5.0000	\$15.00 \$25.00 \$0.00 \$40.00
Qty 3 5 P & R Qty	Unit case case Paper Supply Co	Item No. 80031 80032 Dompany, Inc.	Gloves, Vinyl Small NET-754629 10/100 cs Gloves, Vinyl Med. NET-754631 10/100 cs 220725 6/26/2020 7/1/2020		\$5.0000 \$5.0000 Unit Cost E	\$15.00 \$25.00 \$0.00 \$40.00 \textstyle{\textstyle{\textstyle{1}}} \text{xtended Cos}
Qty 3 5 P & R Qty	Unit case case Paper Supply Counit	Item No. 80031 80032 company, Inc. Item No.	Gloves, Vinyl Small NET-754629 10/100 cs Gloves, Vinyl Med. NET-754631 10/100 cs 220725 6/26/2020 7/1/2020 Description	P.O. Total:	\$5.0000 \$5.0000	\$15.00 \$25.00 \$0.00 \$40.00 \textstyle{\textstyle{\textstyle{1}}} \text{xtended Cos} \$2,198.00
Qty 3 5	Unit case case Paper Supply Counit	Item No. 80031 80032 company, Inc. Item No.	Gloves, Vinyl Small NET-754629 10/100 cs Gloves, Vinyl Med. NET-754631 10/100 cs 220725 6/26/2020 7/1/2020 Description	P.O. Total: Sales Tax:	\$5.0000 \$5.0000 Unit Cost E	\$15.00 \$25.00 \$0.00 \$40.00 \$\square\$ xtended Cos \$2,198.00 \$0.00
Qty 3 5 P & R Qty 40	Unit case case Paper Supply Counit	Item No. 80031 80032 company, Inc. Item No. 123	Gloves, Vinyl Small NET-754629 10/100 cs Gloves, Vinyl Med. NET-754631 10/100 cs 220725 6/26/2020 7/1/2020 Description	P.O. Total:	\$5.0000 \$5.0000 Unit Cost E	\$15.00 \$25.00 \$0.00 \$40.00 \$ xtended Cos \$2,198.00 \$2,198.00
Qty B B C C C C C C C C C C C C C C C C C	Unit case case Paper Supply Counit Case	Item No. 80031 80032 company, Inc. Item No. 123	Gloves, Vinyl Small NET-754629 10/100 cs Gloves, Vinyl Med. NET-754631 10/100 cs 220725 6/26/2020 7/1/2020 Description Pactiv Prswr Tray 9.50z PRW-PCS-4413	P.O. Total: Sales Tax:	\$5.0000 \$5.0000 Unit Cost E \$54.9500	\$15.00 \$25.00 \$0.00 \$40.00 \$ xtended Cos \$2,198.00 \$0.00 \$2,198.00
Qty P & R Qty O	Unit case case Paper Supply Counit Case Paper Supply Counit	Item No. 80031 80032 Dompany, Inc. Item No. 123 Dompany, Inc.	Gloves, Vinyl Small NET-754629 10/100 cs Gloves, Vinyl Med. NET-754631 10/100 cs 220725 6/26/2020 7/1/2020 Description Pactiv Prswr Tray 9.50z PRW-PCS-4413 230046 7/1/2020 6/30/2021	P.O. Total: Sales Tax:	\$5.0000 \$5.0000 Unit Cost E	\$15.00 \$25.00 \$0.00 \$40.00 \$ xtended Cos \$2,198.00 \$0.00 \$2,198.00

Fullerton School District

D & D								
I & K	Paper Supply Co	mpany, Inc.	230046	7/1/2020	6/30/2021			
Qty	Unit	Item No.	Description				Unit Cost	Extended Cos
2000	case	82302	Spike Straw K	it(Sporkette)	NTR-3608PA 10		\$10.0000	\$20,000.00
						Sales Tax:		\$0.00
						P.O. Total:		\$143,150.00
P & R	Paper Supply Co	mpany, Inc.	230061	7/2/2020	7/8/2020			
Qty	Unit	Item No.	Description				Unit Cost	Extended Cos
24	case	81020	_		K-BOR1218HD		\$18.8000	\$451.20
10	CS	81003		-	B0R1824HD 25		\$10.1000	\$404.00
26	case	82302	Spike Straw K	it(Sporkette)	NTR-3608PA 10		\$10.0000	\$260.00
						Sales Tax:		\$66.28
						P.O. Total:		\$1,181.48
						Vendor Total:		\$148,502.39
Costco	Membership		230007	7/1/2020	6/30/2021	5210		
Qty	Unit	Item No.	Description				Unit Cost	Extended Cos
	ea	1	Membership R	enewal Fee			\$60.0000	\$180.00
			membership it	ione war i ce		Sales Tax:	Ψ00.0000	\$0.00
						P.O. Total:		\$180.00
						T.O. Total.		Φ100.00
						Vendor Total:		\$180.00
Form l	Plastics		220699	6/12/2020	6/24/2020			
Qty	Unit	Item No.	Description				Unit Cost	Extended Cos
}	case	87001	Film 7 1/8" x 5	5100' 985CV	1roll/cs		\$290.8200	\$2,326.50
							カとタひ.のといひ	
						Sales Tax:	\$290.6200	
							\$290.8200	\$0.00
Form I	Plastics		220709	6/23/2020	8/5/2020	Sales Tax: P.O. Total:	\$290.6200	\$0.00
	Plastics Unit	Item No.		6/23/2020	8/5/2020			\$0.00 \$2,326.50
Qty		Item No. 86204	220709 Description Tray Black Ov				Unit Cost	\$0.00 \$2,326.50 Extended Co
Qty	Unit		Description					\$0.00 \$2,326.50 Extended Cos \$388.00
Qty	Unit		Description			P.O. Total: Sales Tax:	Unit Cost	\$0.00 \$2,326.50 Extended Cos \$388.00 \$0.00
Qty 0	Unit		Description Tray Black Ov	enable #501		P.O. Total:	Unit Cost	\$0.00 \$2,326.50 Extended Cos \$388.00 \$388.00
Qty 0 Form I	Unit case Plastics	86204	Description Tray Black Ov 220710	enable #501	0 1350/case	P.O. Total: Sales Tax:	Unit Cost \$38,8000	\$0.00 \$2,326.50 Extended Con \$388.00 \$388.00
Qty 0 Form I Qty	Unit case Plastics Unit	86204 Item No.	Description Tray Black Ov 220710 Description	/enable #501 6/24/2020	0 1350/case 6/24/2020	P.O. Total: Sales Tax:	Unit Cost \$38.8000 Unit Cost	\$0.00 \$2,326.50 Extended Cos \$388.00 \$388.00 Extended Cos
Qty 0 Form I Qty	Unit case Plastics	86204	Description Tray Black Ov 220710	/enable #501 6/24/2020	0 1350/case 6/24/2020	P.O. Total: Sales Tax: P.O. Total:	Unit Cost \$38,8000	\$0.00 \$2,326.50 Extended Cos \$388.00 \$388.00 Extended Cos \$2,464.0
Qty 0 Form I Qty	Unit case Plastics Unit	86204 Item No.	Description Tray Black Ov 220710 Description	/enable #501 6/24/2020	0 1350/case 6/24/2020	P.O. Total: Sales Tax: P.O. Total: Sales Tax:	Unit Cost \$38.8000 Unit Cost	\$0.00 \$2,326.50 Extended Cos \$388.00 \$388.00 \$388.00 Extended Cos \$2,464.00 \$190.90
Qty 0	Unit case Plastics Unit	86204 Item No.	Description Tray Black Ov 220710 Description	/enable #501 6/24/2020	0 1350/case 6/24/2020	Sales Tax: P.O. Total: Sales Tax: P.O. Total:	Unit Cost \$38.8000 Unit Cost	\$0.00 \$2,326.56 Extended Cos \$388.00 \$388.00 \$388.00 Extended Cos \$2,464.00 \$190.90
Qty 0 Form I Qty	Unit case Plastics Unit	86204 Item No.	Description Tray Black Ov 220710 Description	/enable #501 6/24/2020	0 1350/case 6/24/2020	P.O. Total: Sales Tax: P.O. Total: Sales Tax:	Unit Cost \$38.8000 Unit Cost	\$0.00 \$2,326.56 Extended Cos \$388.00 \$388.00
Qty 0 Form I Qty	Unit case Plastics Unit ea	86204 Item No.	Description Tray Black Ov 220710 Description Heat Seal Rollo	6/24/2020 er Assembly	0 1350/case 6/24/2020 #A000040B	Sales Tax: P.O. Total: Sales Tax: P.O. Total:	Unit Cost \$38.8000 Unit Cost	\$0.00 \$2,326.50 \$388.00 \$388.00 \$388.00 \$2,464.00 \$190.90 \$2,654.90
Qty 0 Form I Qty Action	Unit case Plastics Unit ea	86204 Item No.	Description Tray Black Ov 220710 Description Heat Seal Rollo	6/24/2020 er Assembly	0 1350/case 6/24/2020 #A000040B	Sales Tax: P.O. Total: Sales Tax: P.O. Total:	Unit Cost \$38.8000 Unit Cost \$1,232.0000	\$0.00 \$2,326.50 Extended Cos \$388.00 \$0.00 \$388.00 Extended Cos \$2,464.00 \$190.90 \$2,654.90
Qty 0 Form I Qty	Unit case Plastics Unit ea	86204 Item No. 1	Description Tray Black Ov 220710 Description Heat Seal Rolle 220704	6/24/2020 er Assembly	0 1350/case 6/24/2020 #A000040B	Sales Tax: P.O. Total: Sales Tax: P.O. Total:	Unit Cost \$38.8000 Unit Cost \$1,232.0000	\$0.00 \$2,326.56 Extended Cos \$388.06 \$0.00 \$388.06 \$2,464.06 \$190.96 \$2,654.96 \$5,369.55
Qty 0 Form I Qty	Unit case Plastics Unit ea Sales Unit	86204 Item No. 1 Item No.	Description Tray Black Ov 220710 Description Heat Seal Roll 220704 Description	6/24/2020 er Assembly	0 1350/case 6/24/2020 #A000040B	Sales Tax: P.O. Total: Sales Tax: P.O. Total:	Unit Cost \$38.8000 Unit Cost \$1,232.0000	\$0.00 \$2,326.56 Extended Cos \$388.06 \$0.00 \$388.06 Extended Cos \$2,464.06 \$190.96 \$2,654.96 \$5,369.52
Qty 0 Form I Qty	Unit case Plastics Unit ea Sales Unit ea	Item No. Item No. TMC-58-S-SS	Description Tray Black Over 220710 Description Heat Seal Roll 220704 Description Mobile Milk C	6/24/2020 er Assembly	0 1350/case 6/24/2020 #A000040B	Sales Tax: P.O. Total: Sales Tax: P.O. Total:	Unit Cost \$38.8000 Unit Cost \$1,232.0000 Unit Cost \$2,703.0000	\$0.00 \$2,326.56 Extended Cos \$388.06 \$0.00 \$388.06 \$2,464.06 \$190.96 \$2,654.96 \$5,369.55

Fullerton School District

Vendo	r Name		PO No. P.O. Date Date Needed	Revised Needed Date Account No.	Use Ve	endor Number
				Vendor Total:		\$2,977.13
ProGu	ard Service and	Solutions	220694 6/10/2020 6/10/2020			
Qty	Unit	Item No.	Description		Unit Cost E	xtended Cos
2	case	70023	Rinse Additive Low Temp 5gal #8000409		\$149.0900	\$298.18
			1 5	Sales Tax:	41110100	\$23.11
				P.O. Total:		\$321.29
				Vendor Total:		\$321.29
Papa J	ohn's Pizza		230031 7/1/2020 6/30/2021			
Qty	Unit	Item No.	Description		Unit Cost E	xtended Cos
1000	each	997557	Pizza, Whole Grain 16" Pepperoni		\$7.4800	\$7,480.00
800	each	997513	Pizza, Whole Grain 16" Cheese	Galas Terror	\$7.4800	\$5,984.00
				Sales Tax: P.O. Total:		\$0.00
Pana 1	ohn's Pizza		230032 7/1/2020 6/30/2021	P.O. Total		\$13,464.00
Qty	Unit	Item No.	, , , , , , , , , , , , , , , , , , , ,		H-M Cost E	_
1500	each	997557	Description Pizza, Whole Grain 16" Pepperoni		Unit Cost E	
1000	each	997513	Pizza, Whole Grain 16" Cheese		\$7.4800 \$7.4800	\$11,220.00 \$7,480.00
				Sales Tax:	Ψ711000	\$0.00
				P.O. Total:		\$18,700.00
Papa J	ohn's Pizza		230033 7/1/2020 6/30/2021			
Qty	Unit	Item No.	Description		Unit Cost E	xtended Cos
5000	each	997557	Pizza, Whole Grain 16" Pepperoni		\$7.4800	\$44,880.00
1000	each	997513	Pizza, Whole Grain 16" Cheese		\$7.4800	\$7,480.00
				Sales Tax:		\$0.00
Pana I	ohn's Pizza		230034 7/1/2020 6/30/2021	P.O. Total:		\$52,360.00
	Unit	Item No.	, ,		TI 11 C . T	
Qty 5000	each	997557	Description Pizza, Whole Grain 16" Pepperoni		Unit Cost E	
500	each	997513	Pizza, Whole Grain 16" Cheese		\$7.4800 \$7.4800	\$44,880.00 \$3,740.00
		33.020		Sales Tax:	Ψ7.4600	\$0.00
				P.O. Total:		\$48,620.00
Papa J	ohn's Pizza		230035 7/1/2020 6/30/2021			
Qty	Unit	Item No.	Description		Unit Cost E	xtended Cos
5000	each	997557	Pizza, Whole Grain 16" Pepperoni		\$7.4800	\$44,880.00
1200	each	997513	Pizza, Whole Grain 16" Cheese		\$7.4800	\$8,976.00
				Sales Tax:		\$0.00
_				P.O. Total:		\$53,856.00
Papa J	ohn's Pizza		230036 7/1/2020 6/30/2021			
Qty	Unit	Item No.	Description		Unit Cost E	xtended Cos
10000	each	997557	Pizza, Whole Grain 16" Pepperoni		\$7.4800	\$74,800.00
5000	each	997513	Pizza, Whole Grain 16" Cheese	a . –	\$7.4800	\$37,400.00
				Sales Tax:		\$0.00
				P.O. Total:		\$112,200.00

Fullerton School District

r Name		PO No. P.O. Date	Date Needed Revis	sed Needed Date Account No.	Use Ve	endor Number
ohn's Pizza		230037 7/1/2020	6/30/2021			
Unit	Item No.	Description			Unit Cost E	xtended Cos
EA	10078				\$7.4800	\$7,480.00
EA	10079	Pizza, Whole Grain 16" C	heese (Catering)		\$7.4800	\$7,480.00
				Sales Tax:		\$0.00
				P.O. Total:		\$14,960.00
ohn's Pizza		230038 7/1/2020	6/30/2021			
Unit	Item No.	Description			Unit Cost E	xtended Cos
EA	997564	Pizza, Whole Grain 16" Po	epperoni (CACFP)			\$74,800.00
EA	997565	Pizza, Whole Grain 16" C	heese (CACFP)		\$7.4800	\$22,440.00
				Sales Tax:		\$0.00
				P.O. Total:		\$97,240.00
						\$411,400.00
				, 611401 10141		ψτ11,τ00.00
Refresh by Nestle		230000 7/1/2020	6/30/2021			
Unit	Item No.	Description			Unit Cost E	xtended Cos
ea	1	Water Distilled 6/1 gal.				\$199.29
ea	2		Drinking Water			\$898.20
ea	3	Monthly Cooler Rental (2)			\$2.9900	\$71.70
				Sales Tax:		\$5.56
				P.O. Total:		\$1,174.83
				Vendor Total:		\$1,174.83
& Associates		230002 7/1/2020	6/30/2021	5510		
Unit	Item No.			Li Li	Unit Cost E	xtended Cos
ea	1		itoring Alarm System		\$75.0000	\$300.00
ea	2	Cellular Service			\$45.0000	\$180.00
				Sales Tax:		\$0.00
				P.O. Total:		\$480.00
				Vendor Total		\$480.00
			8/5/2020			
			1640 P-1		\$75.9400	\$227.82
1011	9/201	гит н5/РЕТ-80 14.5 #10	1040 Polyester		\$110.2500	\$330.75
						\$43.29
				P.O. Total:		\$601.86
				Vendor Total		\$601.86
m						
			6/30/2021			
Unit	Item No.	Description			Unit Cost E	xtended Cos
ea	1				\$35.0000	\$7,140.00
ea	2	Monthly Service for Pest C	Control - 4 sites		\$45.0000	\$2,160.00
	ohn's Pizza Unit EA EA Ohn's Pizza Unit EA EA CA	Note Note	Description EA 10078 Pizza, Whole Grain 16" Pizza, Whole Gra	Description	Company Comp	Description

Fullerton School District

Vendor Name			PO No. P.O. Date Date Needed Re	evised Needed Date Account No.	Use Vendor Numbers		
FENN	Termite & Pest	Control	230008 7/1/2020 6/30/2021				
Qty	Unit	Item No.	Description		Unit Cost E	xtended Cost	
72	ea	3	Mo. Maint. Fee - NC Bait 6 traps/mo.		\$2.0000	\$144.00	
48	ea	4	Addt'l Mo. Trap - NC Bait 4 traps/mo.	~	\$2.5000	\$120.00	
				Sales Tax:		\$0.00	
				P.O. Total:		\$9,564.00	
				Vendor Total:		\$9,564.00	
Nation	nal Resource Ma	nagement, Inc.	230019 7/1/2020 6/30/2021				
Qty	Unit	Item No.	Description		Unit Cost E	xtended Cost	
1	ea	1	Remote Site Manager Annual Hosting Fee		\$750.0000	\$750.00	
				Sales Tax:		\$0.00	
				P.O. Total:		\$750.00	
				Vendor Total:		\$750.00	
N. Hai	rris Computer C	orporation	230022 7/1/2020 6/30/2021				
Qty	Unit	Item No.	Description		Unit Cost E	_	
1	ea	1	English Update		\$450.0000	\$450.00	
1	ea	2	Spanish Update		\$450.0000	\$450.00	
				Sales Tax:		\$0.00	
				P.O. Total:		\$900.00	
				Vendor Total:		\$900.00	
Orang	ge County Sanita	tion District	230016 7/1/2020 6/30/2021	5510			
Qty	Unit	Item No.	Description		Unit Cost E	_	
1	ea	1	2020-2021 Sewer User Fee		\$1,528.8800	\$1,528.88	
		= = = = = = = = = = = = = = = = = = = =	2020 2021 2000 0001 100	Sales Tax:	ψ1,520.0000	\$0.00	
				P.O. Total:		\$1,528.88	
				Vendor Total:		\$1,528.88	
				V 5/402 2 5444		ψ1,320.00	
Pick U	Jp Stix		230023 7/1/2020 6/30/2021				
Qty	Unit	Item No.	Description		Unit Cost E	xtended Cos	
1000	ea	997600	Asian Bowl, Chix/Rice, House Flavor		\$1.6000	\$1,600.00	
7000	ea	997601	Asian Bowl, Chix/Rice, Assorted Flavors		\$1.6000	\$11,200.00	
100	ea	997602	Asian Bowl, TOFU/Rice, Assorted Flavors		\$1.6000	\$160.00	
				Sales Tax:		\$0.00	
				P.O. Total:		\$12,960.00	
Pick U	p Stix		230024 7/1/2020 6/30/2021				
Qty	Unit	Item No.	Description		Unit Cost E	xtended Cos	
		997600	Asian Bowl, Chix/Rice, House Flavor				
1000	ea		Asian Bowl, Chix/Rice, House Flavor		\$1.6000	\$1,600.00	
1000 7000 100	ea ea ea	997601 997602	Asian Bowl, Chix/Rice, Assorted Flavors Asian Bowl, TOFU/Rice, Assorted Flavors		\$1.6000 \$1.6000	\$1,000.00	

Fullerton School District

Vendor Name			PO No. P.O. Date Date Needed Revised No.	eeded Date Account No.	Use Vo	endor Number
Pick U _l	p Stix		230024 7/1/2020 6/30/2021			
Qty	Unit	Item No.	Description		Unit Cost E	xtended Cos
				Sales Tax:		\$0.00
				P.O. Total:		\$12,960.00
Pick U _l	p Stix		230025 7/1/2020 6/30/2021			
Qty	Unit	Item No.	Description		Unit Cost E	xtended Cos
1000	ea	997600	Asian Bowl, Chix/Rice, House Flavor		\$1.6000	\$1,600.00
5000	ea	997601	Asian Bowl, Chix/Rice, Assorted Flavors		\$1.6000	\$24,000.00
.00	ea	997602	Asian Bowl, TOFU/Rice, Assorted Flavors		\$1.6000	\$160.00
				Sales Tax:		\$0.00
				P.O. Total:		\$25,760.00
Pick U _l	p Stix		230026 7/1/2020 6/30/2021			
Qty	Unit	Item No.	Description		Unit Cost E	xtended Cos
000	ea	997600	Asian Bowl, Chix/Rice, House Flavor		\$1.6000	\$1,600.00
5000	ea	997601	Asian Bowl, Chix/Rice, Assorted Flavors		\$1.6000	\$24,000.00
100	ea	997602	Asian Bowl, TOFU/Rice, Assorted Flavors		\$1.6000	\$160.00
				Sales Tax:		\$0.00
				P.O. Total:		\$25,760.00
Pick Up	p Stix		230027 7/1/2020 6/30/2021			
Qty	Unit	Item No.	Description		Unit Cost E	xtended Cos
.000	ea	997600	Asian Bowl, Chix/Rice, House Flavor		\$1.6000	\$1,600.00
5000	ea	997601	Asian Bowl, Chix/Rice, Assorted Flavors		\$1.6000	\$24,000.00
1000	ea	997602	Asian Bowl, TOFU/Rice, Assorted Flavors		\$1.6000	\$1,600.00
				Sales Tax:		\$0.00
				P.O. Total:		\$27,200.00
Pick Up	p Stix		230028 7/1/2020 6/30/2021			
Qty	Unit	Item No.	Description		Unit Cost E	xtended Cos
50	ea	997600	Asian Bowl, Chix/Rice, House Flavor		\$1.6000	\$80.00
50	ea	997601	Asian Bowl, Chix/Rice, Assorted Flavors		\$1.6000	\$80.00
50 = 50	ea	997602	Asian Bowl, TOFU/Rice, Assorted Flavors		\$1.6000	\$80.00
50	ea ea	1 1	Asian Bowl, Chix/Rice/Veg., House Flvr.		\$1.7500	\$87.50
,0	Ca	1	Asian Bowl, Chix/Rice/Veg., Assrtd Flvrs	Sales Tax:	\$1.7500	\$87.50
						\$0.00
Pick Up	n Stiv		230029 7/1/2020 6/30/2021	P.O. Total:		\$415.00
		T4 NI.				Ш
Qty 500	Unit	Item No.	Description		Unit Cost E	
500	ea ea	1 1	Asian Bowl, Chix/Rice, House Flavor		\$1.6000	\$800.00
50	ea	1	Asian Bowl, Chix/Rice, Assorted Flavors Asian Bowl, TOFU/Rice, House Flavor		\$1.6000 \$1.6000	\$800.00
0	ea	1	Asian Bowl, Chix/Rice/Veg, Assorted Flvrs		\$1.7500	\$80.00 \$87.50
			, - ,,	Sales Tax:	ψ1.7500	\$0.00
				P.O. Total:		\$1,767.50
Pick Up	Stix		230030 7/1/2020 6/30/2021	1.0. Totali		\$1,707.5¢
Qty	Unit	Item No.	Description		Unit Cost E	
5000	ea	380200	Asian Bowl, Chix/Rice/Veg House Flv.(CACFP)		\$1.7500	\$26,250.00
35000	ea	380201	Asian Bowl, Chix/Rice/Veg, Assort. Flyrs.(CACFP)		\$1.7500	\$61,250.00
00	ea	380202	Asian Bowl, TOFU/Rice/Veg, Assort. Flvrs. (CACFP)		\$1.7500	\$875.00
00			- ' /	G 1 m		
,00				Sales Tax:		\$0.00

Fullerton School District

endor Name		PO No. P.O. Date Date	Needed Revised Needed Date Account No.	Use Vo	endor Number	
			Vendor Total:		\$195,197.50	
IS LINQ, Inc.		230021 7/1/2020 6/30/	/2020 6/30/2021			
y Unit	Item No.	Description		Unit Cost E	Extended Cos	
ea	1	ISITE Support - SNAF Website an	nd Menu 11-20	\$1,295.0000	\$1,295.00	
ea	2	ISITE Support - Online Ordering		\$695.0000	\$695.0	
			Sales Tax:		\$0.00	
			P.O. Total:		\$1,990.00	
			Vendor Total:		\$1,990.00	
lasso's Bakery		230042 7/1/2020 6/30/	/2021			
	Itom No	, ,	/2021			
y Unit	Item No.	Description		Unit Cost E		
lot lot	1	Inv.#124177008 dtd 7/2/20 Inv.#124184004 dtd 7/6/20		\$79.6000 \$99.5000	\$79.6 \$99.5	
lot	î	Inv.#124184005 dtd 7/7/20		\$238.8000	\$99.5 \$238.8	
			Sales Tax:	\$250.0000	\$0.00	
			P.O. Total:		\$417.9	
			Vendor Total:		\$417.90	
Mateo-Foster City Unit	Item No.	230020 7/1/2020 6/30/ Description		Unit Cost E	Extended Cos	
ea	1	Super Co-op Membership Contribu		\$1,161.0200	\$1,161.02	
			Sales Tax:		\$0.00	
			P.O. Total:		\$1,161.02	
			Vendor Total:		\$1,161.02	
S Overhead Doors	of So. Cal., Inc.	220703 6/18/2020 6/18/	2020			
y Unit	Item No.	Description		Unit Cost E	Extended Cos	
ea	1	New 12x12 Heavy Duty Rolling St	teel Svc Door	\$5,100.0000	\$5,100.00	
ea	2	Option: Pass Door		\$1,450.0000	\$1,450.00	
ea	3	Labor Prevailing Wage	G-1. 75	\$4,350.0000	\$4,350.00	
			Sales Tax:		\$507.63	
			P.O. Total:		\$11,407.63	
			Vendor Total:		\$11,407.63	
mero's Food Produc	ts, Inc.	230057 7/1/2020 6/30/	2021			
y Unit	Item No.	Description		Unit Cost F	_	
lot	1	Inv.#S274184-IN dtd 7/6/20			\$381.4	
			Sales Tax:	+= = 111000	\$0.00	
			P.O. Total:		\$381.48	
			Sales Tax: P.O. Total:	Unit Cost E \$381.4800	<u>.</u>	

7/9/2020 2:48:19 PM **Fullerton School District**

Show all data where the Order Date is between 6/5/2020 and 7/9/2020

Vendo	r Name		PO No.	P.O. Date	Date Needed	Revised Needed Date Account No.	Use V	endor Numbers
						Vendor Total:		\$381.48
1st To	uch Electric, Inc.		220693	6/9/2020	6/9/2020			
Qty	Unit	Item No.	Descriptio	n			Unit Cost I	Extended Cost
8.5	hr	1	Labor: Forer	nan			\$32.0000	\$272.00
8.5	hr	2	Labor: Appr	entice			\$15.0000	\$127.50
1	ea	3	Material				\$621.6600	\$621.66
						Sales Tax:		\$0.00
						P.O. Total:		\$1,021.16
						Vendor Total:		\$1,021.16

REPORT GRAND TOTAL \$ 193,319.71

(NET OF OPEN P.O.'S)

DATE: July 28, 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 128305 THROUGH 128682

FOR THE 2019/2020 AND 2020/2021 SCHOOL YEARS

<u>Background:</u> Board approval is requested for warrants numbered 128305 through 128682 for

the 2019/2020 and 2020/2021 school years. Warrants are issued by school

districts as payment for goods and services.

<u>Fund</u>		Amount
01	General Fund	\$4,830,697.06
12	Child Development	\$35,102.02
25	Capital Facilities	\$6,894.72
68	Workers' Compensation	\$88,515.65
81	Property / Liability Insurance	\$43,217.32
	Total	\$5,004,426.77

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

Funding: The total amount presented for approval is \$5,004,426.77 from funding sources

reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 128305 through 128682 for the 2019/2020

and 2020/2021 school years.

RC:MG:yd

DATE: July 28, 2020

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

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

PREPARED BY: Michael Burns, Director, Nutrition Services

SUBJECT: APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 14401

THROUGH 14418 FOR THE 2019/2020 SCHOOL YEAR AND 14419

THROUGH 14447 FOR THE 2020/2021 SCHOOL YEAR

<u>Background:</u> Board approval is requested for Nutrition Services warrants numbered 14401

through 14418 for the 2019/2020 school year and 14419 through 14447 for the

2020/2021 school year.

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

Funding: Total cost not to exceed \$494,263.82, and is to be paid from Nutrition Services

Budget.

Recommendation: Approve/Ratify Nutrition Services warrants numbered 14401 through 14418 for

the 2019/2020 school year and 14419 through 14447 for the 2020/2021 school

year.

RC:MB:tg

DATE: July 28, 2020

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

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

PREPARED BY: Susan Albano, Director, Educational Services

SUBJECT: APPROVE SUBMISSION TO THE CALIFORNIA DEPARTMENT OF

EDUCATION OF THE SPRING CONSOLIDATED APPLICATION FOR FUNDING CATEGORICAL AID PROGRAMS FOR THE 2020/2021 SCHOOL

YEAR

<u>Background:</u> The purpose of the Consolidated Application is for the Local Education Agency

(LEA) to declare their intent to apply for specified Federal categorical programs for the 2020/2021 school year. The Consolidated Application is aligned with the Elementary and Secondary Education Act and includes information related to Federal program eligibility, intent to participate, and compliance assurances.

The Consolidated Application includes information regarding Federal: Title I Part A (Improving the Academic Achievement of the Disadvantaged); Title II Part A (Teacher Quality); and Title III (Language Instruction for Limited-English Proficient and Immigrant Students); Title IV Part A (Student Support and

Academic Enrichment Grants).

A copy of the Consolidated Application is available in the Superintendent's

Office for review.

Rationale: Fullerton School District must submit the Consolidated Application by August 17,

2020 in order to receive funding.

<u>Funding:</u> Entitlements for these programs will be awarded in the Consolidated Application

in the fall of 2020.

Recommendation: Approve submission to the California Department of Education of the spring

Consolidated Application for Funding Categorical Aid Programs for the

2020/2021 school year.

JL:SA:nm

DATE: July 28, 2020

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

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

SUBJECT: APPROVE RENEWED PLACEMENT AGREEMENT WITH UNIVERSITY OF

SOUTHERN CALIFORIA (USC) EFFECTIVE AUGUST 1, 2020 THROUGH

June 30, 2023

Background: The University of Southern California (USC) is a fully accredited institution of

higher education offering graduate programs in the fields of teaching, school counseling, and social work. USC has a long-standing partnership with the District where their students are placed within the District for field placement experience. At this time, USC wishes to renew its placement agreement with

the District to continue placement opportunies for USC students.

Rationale: Pursuant to Section 11006 of the Education Code, the Governing Board of

any school district is authorized to enter into agreements with any university or college accredited by the State Board of Education as a teacher education institution, to provide any student teaching experience to students enrolled in

the program.

Funding: No cost to Fullerton School District.

Recommendation: Approve Renewed Placement Agreement with University of Southern

California (USC) effective August 1, 2020, through June 30, 2023.

CH:nm Attachment

USC SCHOOL/SCHOOL DISTRICT PLACEMENT AGREEMENT

This School / School District Placement Agreement ("Agreement") is made this 1st day of August, 2020 (the "Effective Date"), by and between Fullerton School District, with an address located at 1401 West Valencia Drive, Fullerton, CA 92833, ("School" or "District"), and the University of Southern California, a California nonprofit educational institution, with an address of Waite Phillips Hall, 3551 Trousdale Parkway, ADM 352, Los Angeles, CA 90089 ("USC"). USC and School/District may be referred to collectively as the "parties" and individually as a "party."

WHEREAS, USC offers graduate degree programs to its students ("Candidates") in classroom and in online learning environments; and

WHEREAS, with respect to the online learning environment, USC Rossier and the USC Suzanne Dworak-Peck School of Social Work offer graduate degree programs with an online learning component and field placement experiences ("Programs"), including, among others, Programs in the fields of teaching, school counseling, and social work.

NOW THEREFORE, intending to be legally bound hereby, the parties agree as follows:

1. <u>Placements</u>. The School/District agrees to host one or more Candidates in accordance with the terms of this Agreement and as further set forth in either: (a) the Teaching Candidate Addendum with respect to teaching Candidates; (b) the School Counseling Candidate Addendum with respect to School Counseling Candidates; (c) the School of Social Work Candidate Addendum with respect to School of Social Work Candidate; or (d) such other addenda for such additional Programs as may be agreed upon by the parties from time to time. Each aforementioned Addendum (collectively, the "Addenda") is incorporated into and made a part of this Agreement.

2. Placement Opportunities.

- (a) USC will request placements for its Candidates for one or more of the Programs detailed in the Addenda. Each request shall identify the particular Candidate (or, for groups of Candidates, a composite description of relevant background, assignment request, assignment objectives and suggested activities as appropriate to requested assignments for the Candidate group). USC shall comply with any School/District policy applicable to such placement requests and provided by the School/District to USC.
- (b) The School/District agrees to use good-faith efforts to place Candidates proposed by USC within the School/District. The School/District shall have the sole discretion with respect to all Candidate assignments hereunder, provided that the School/District shall involve USC throughout the decision-making process. The School/District shall not in any way be obligated to accept assignments of Candidates beyond the capabilities of the School/District, as determined by the School/District in its sole discretion. The School/District shall have the right to terminate its relationship with any Candidate for violation of the School's/District's regulations or for other reasonable cause in accordance with the School's/District's standard policies or practice.

3. Compliance with Law.

(a) Background Investigations. (i) USC shall inform each Candidate being hosted by the School/District that they are required to complete a background check and receive appropriate clearance(s) in accordance with applicable state and local law prior to commencing any assignment at the School/District (e.g., a State-issued Certificate of Clearance in the case of a teacher placement in California). (ii) The School/District may impose requirements upon Candidates in addition to those required by state law as set forth in Section 3(a)(i) above (the "Additional Requirements"). In such event, the School/District agrees to provide all such Additional Requirements in writing to USC promptly following execution of this Agreement (or, as applicable, promptly upon any adoption or modification thereof occurring during the Term of this Agreement). USC shall communicate all such

Additional Requirements to Candidates, and shall advise Candidates to make any and all additionally required submissions directly to the School/District. Upon notice to the Candidate, the School/District shall have the right to reject any Candidate who fails to comply with the Additional Requirements from participating in an assignment at the School/District.

4. <u>No Employment Relationship of Candidates.</u>

- (a) Candidates are students, and not employees of USC or the School/District. As such, they are not covered by USC's or the School's/District's workers' compensation policies.
- (b) Candidates are neither entitled to, nor shall receive, any compensation or other employee-related benefit (without limitation) from USC or the School/District. Candidates shall not displace any School/District employee.
- (c) The School/District shall provide in writing any requirements for Candidates to obtain and maintain personal liability insurance coverage, which requirements may vary based on the applicable Program. USC shall communicate to Candidates any such School/District coverage requirements, provide reasonable assistance to Candidates in obtaining such coverage, and facilitate each Candidate's submission of appropriate documentation thereof directly to the School/District (which the School/District agrees to accept).

5. Information, Hiring & Confidentiality.

- (a) USC is a non-profit, educational research institution interested in evaluating the success of its graduates in impacting student achievement relative to comparable teachers, school counselors, school social workers, or other appropriate position, as the case may be. As such, USC may request the School/District to provide information to assist USC in its evaluative process. If available, the School/District shall provide such information to USC following any such reasonable request.
- (b) The School/District may hire any Candidate(s) upon program completion, but is under no obligation to do so.
- (c) USC shall not request the School/District to provide any health or other records of any student of the School/District covered by the Family Educational Rights and Privacy Act ("FERPA"); nor shall USC request any Candidate to share any protected School/District data (whether about School/District students or personnel) with USC.
- (d) To the extent that any party to this Agreement discloses any confidential information to any other party hereto in connection with the relationships contemplated hereunder, the parties agree during the term of this Agreement (and all renewals thereof) and for a period of two (2) years thereafter to use reasonable efforts to protect, maintain as confidential, and not disclose, any such confidential information of any other party.
- 6. <u>Compliance with the Law.</u> The parties hereto shall comply with all applicable federal, state and local laws, rules, statutes, acts, regulations, code and similar legal requirements, including but not limited to FERPA.
- 7. <u>Non-Discrimination</u>. Each party represents that it is an equal opportunity employer. Each party certifies that it does not, and shall not, discriminate against its employees, students, Candidates or applicants on any unlawful basis. Each party certifies that it is, and shall remain, in compliance with all laws, regulations, executive orders or other legal prohibitions against discrimination.

8. Indemnification.

- (a) *Indemnification by School/District*. The School/District shall indemnify, defend and hold harmless USC, its employees, agents and representatives, from all claims, actions, awards or judgments for damages, including costs, expenses and attorneys' fees, where liability is found to exist by reason of the acts or omissions of the School/District, its employees, agents or representatives.
- (b) Indemnification by USC. USC shall indemnify, defend and hold harmless the School/District, its employees, agents and representatives, from all claims, actions, awards or judgments for damages, including costs, expenses and attorneys' fees, where liability is found to exist by reason of the acts or omissions of USC, its employees, agents or representatives.
- 9. <u>Governing Law.</u> The interpretation, application, and enforcement of this Agreement shall be governed by the laws of the State of California without reference to choice of law principles. Any claim, suit, or cause of action involving the interpretation, application, or enforcement of this Agreement shall be commenced in the appropriate state or federal courts in the State of California.
- 10. Term, Termination and Renewal. The Term of this Agreement shall begin as of the later of the Effective Date or the date of the School's/District's signature set forth below ("Term Commencement Date") and continue through June 30th of the calendar year following the third anniversary of the Term Commencement Date. Unless any party terminates this Agreement pursuant to this Section 10, this Agreement shall automatically renew for successive one (1) year periods beginning each July 1st thereafter. Any party may terminate this Agreement with or without cause upon written notice to the other parties, provided that any such termination shall only be effective after the end of the school year during which the written notice of termination is issued. For the avoidance of doubt, other than where the School/District removes a Candidate pursuant to Section 2(b) above, the School/District shall permit current Candidates to complete the current school year at the time of any such termination.
- 11. <u>Notices</u>. Any notice to be given hereunder by any party to this Agreement shall be in writing and will be deemed given on the date received as evidenced by confirmation of receipt, except if such confirmation is later than 3:00 p.m. (School/District local time), addressed as follows (provided that, upon written notice in accordance herewith, any party may update its notice recipients at any time during the term of this Agreement):
 - (a) If to the School/District: Fullerton School District, ATTN: Chad Hammitt, Ed.D., Assistant Superintendent Personnel Services, 1401 West Valencia Drive, Fullerton, CA 92833
- (b) If to USC: University of Southern California, Rossier School of Education, Waite Phillips Hall, 3470 Trousdale Parkway, WPH-504G, Los Angeles, CA 90089; attention: Dr. Kathy Stowe, Associate Dean of Academic Programs; Facsimile No. (213) 740-5799.
- 12. <u>Limitation of Liability</u>. Except as such damages may be sought or assessed in respect to third party actions covered by the indemnification provisions herein, no party shall be liable to the other for consequential, incidental, indirect, exemplary, punitive or special damages of any nature or character (including loss of profits, data, business or goodwill or any indirect economic damages whatsoever), from causes of action of any kind, including contract, tort (including strict liability or other legal theory), a breach of any warranty or term of this agreement, or otherwise, even if the party at fault or in breach has been advised or had reason to know in advance of the possibility of incurring such damages.
- 13. <u>Severability</u>. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid or unenforceable by a court with jurisdiction over the parties to this Agreement, such provision will be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law; and the remaining terms, provisions, covenants, and restrictions of this Agreement will remain in full force and effect.

- Entire Agreement/No Modification/Counterparts/Execution/Binding Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and fully supersedes and replaces any and all prior or contemporaneous understandings or agreements, written or oral, between the parties hereto or any of their respective affiliates regarding such subject matter. Any waiver, change in, amendment, addition, supplement or other modification of any provision of this Agreement will be valid and effective only if in writing and signed and dated by all parties hereto subsequent to the execution of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, bear the signatures of all of the parties reflected hereon as the signatories. A faxed, PDF or electronic signature shall have the same legally binding effect as an original signature. This Agreement will be binding upon the parties and their successors, affiliates, subsidiaries, assigns, officers, directors, employees, and agents. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.
- 15. Arbitration. All controversies, claims and disputes arising in connection with this Agreement shall be settled by mutual consultation between the parties in good faith as promptly as possible, but failing an amicable settlement shall be settled finally by arbitration in accordance with the provisions of this paragraph. Such arbitration shall be conducted in Los Angeles, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The parties hereto hereby agree that the arbitration procedure provided for herein shall be the sole and exclusive method of resolving any and all of the aforesaid controversies, claims and disputes. The costs and expenses of the arbitration, including without limitation attorneys' fees, shall be borne by the parties in the manner determined by the arbitrator. Legal action for (i) entry of judgment upon any arbitration award or (ii) adjudication of any controversy, claim or dispute arising from a breach or alleged breach of this paragraph may be heard and tried only in the courts of the State of California for the County of Los Angeles or the Federal District Court for the Central California for the County of Los Angeles or the Federal District Court for the Central District of California. Each of the parties hereto hereby irrevocably and unconditionally waives any right(s) to trial by jury in any action or proceeding arising under this Section 15 and each party further waives any defense of lack of in personam jurisdiction of said courts. Each party agrees that service of process in such action may be made upon each of them by mailing it certified or registered mail to the other party at the address provided for in this Agreement. Both parties agree that the prevailing party shall be entitled to recover from the non-prevailing party reasonable expenses, including without limitation, attorneys' fees.
- 16. <u>No Agency</u>; <u>No Assignment</u>. Both parties acknowledge that they are independent contractors, and nothing contained herein shall be deemed to create an agency, joint venture, franchise, or partnership relation between the parties. Neither party hereto shall have the right, directly or indirectly, to assign, transfer, convey or encumber any of its rights under this Agreement without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

INTENDING TO BE LEGALLY BOUND HEREBY, the parties affix their respective hands below:

SCHOOL/DISTRICT	UNIVERSITY OF SOUTHERN CALIFORNIA, ON BEHALF OF THE USC ROSSIER SCHOOL OF EDUCATION AND THE USC SUZANNE DWORAK- PECK SCHOOL OF SOCIAL WORK
Print Name:	Print Name:

Signature:	Signature:
Dated:	Dated:

TEACHING CANDIDATE ADDENDUM TO THE ROSSIER PLACEMENT AGREEMENT

This Teaching Candidate Addendum to the School/School District Placement Agreement ("Addendum") is incorporated into and made a part of that certain School / School District Placement Agreement (the "Agreement") executed concurrently with this Addendum (or subsequently on the date indicated below), and is effective as of "Term Commencement Date", as defined in the Agreement. Capitalized terms not otherwise defined in this Addendum shall have the meaning ascribed to them in the Agreement.

- 1. <u>Controlling Terms</u>. The terms of this Addendum modify and supplement the Agreement. Whenever any inconsistency or conflict exists between the Agreement and this Addendum, the terms of this Addendum control and supersede the Agreement. In all other respects, the terms of the Agreement are ratified and confirmed.
- 2. Placement Opportunities. USC shall identify prospective Candidates to the School/District for potential placement within the School/District, including assignment to a teacher of record, in the following categories: (i) "Observation Students" (e.g., recess observation, lunchtime interactions, interactions with parents/teachers, etc.); (ii) "Research Students" (e.g., case study, classroom observation with student interaction, lesson delivery as part of fieldwork, etc.); and (iii) "Student Teachers" (i.e., "Guided Practice", with "Guiding Teachers", as defined in Section 3 below). USC shall supply the Candidate's name, relevant program and background clearance information and type of assignment appropriately matching the prospect's needs. Notwithstanding the foregoing, the School/District shall at all times have discretion over the maximum number of Candidates it shall accept as Observation Students, Research Students and Student Teachers, the length of assignments, and the distribution of assignments.

3. Guiding Teachers.

- (a) The School/District shall make recommendations to USC regarding teachers whom it believes are appropriate to serve as Guiding Teachers (defined below). Through the School's/District's recommendations, USC's observations and Student Teacher reference, USC shall identify teachers working within the School/District to supervise and prepare Student Teachers during their student teaching experiences ("Guiding Teacher").
- (b) Both the School/District and USC shall approve the participation of any teacher as a Guiding Teacher, provided that the School/District shall use its best efforts to approve a sufficient quantity of Guiding Teachers necessary to oversee the agreed-upon number of Student Teachers placed within the School/District at any time.
- (c) Should any Guiding Teacher become unable to perform or fulfill his or her duties hereunder, the School/District shall assign an alternative Guiding Teacher to the Student Teacher (excluding a substitute teacher that replaces the original Guiding Teacher within the School/District).
- 4. <u>Credential Seeking Candidates</u>. Any credential seeking USC Student Teacher Candidate shall be required to sit for and pass applicable, state- and subject-specific exams (*e.g.*, CSET, CBEST, etc.) prior to the commencement of his or her assignment as a Student Teacher.

5. Honorarium.

(a) Upon each Student Teacher's completion of his or her guided learning assignment, USC shall pay, or direct a designated third party to pay, an honorarium of \$350.00 directly to each Guiding Teacher for his or her participation in a Student Teacher's guided learning assignment. The School/District agrees that USC may require Guiding Teachers to submit reasonable documentation to USC prior to USC making payments hereunder.

- (b) USC shall comply with any School/District policy requiring that the School/District, and not third parties, make Guiding Teacher payments to Guiding Teachers. In such event, the School/District may require USC to make Guiding Teacher payments to the School/District for distribution by the School/District to Guiding Teachers, provided that the School/District shall first invoice USC for any such payment(s). For the avoidance of doubt, in the event that USC makes Guiding Teacher payments to the School/District in accordance with this Section 5(b), Section 5(a) above shall be deemed stricken from the Agreement with respect thereto.
- (c) Should any Guiding Teacher fail to complete his or her assignment hereunder (either due to such teacher's own circumstances or due to USC's removal of the teacher as a Guiding Teacher), USC shall pay the corresponding honorarium on a pro rata basis.
- (d) USC shall comply with any written School/District policy or procedure contrary to this Section 5, provided that the School/District shall provide any copy/copies thereof upon execution of the Agreement or subsequent adoption thereof.
- 6. <u>Use of Video.</u> USC utilizes video recording throughout its programs, including as an essential element of its instruction methodology. (By way of example only, the State of California requires USC to administer a Teaching Performance Assessment ("TPA") of its students as part of USC's teacher preparation program, with a component of that TPA being video that USC must obtain from each Student Teacher and maintain on file with the California Commission on Teacher Credentialing.) As such, any Student Teacher may make video recordings as part of his or her program studies throughout his or her assignment at the School/District. USC shall require Student Teachers to be responsible for obtaining appropriate and signed video release/authorization forms (which USC shall provide to Student Teacher) on behalf of recorded individuals, as appropriate, including obtaining parent/guardian signatures on behalf of recorded individuals who are minors (*i.e.*, under the age of legal competence). The School/District may provide reasonable assistance to Student Teachers in obtaining signatures on such forms.
- 7. <u>Performance Data.</u> Should the School/District hire any teacher Candidate(s), the School/District shall support USC's program evaluation initiatives by sharing student-level performance data for students he or she teaches to measure teacher efficiency relative to other Master of Arts in Teaching graduates and to other new teachers prepared through other pathways. USC shall keep such data confidential and use it only to facilitate analysis of its effectiveness, and will share its findings with the School/District. This paragraph 7 shall survive the expiration or termination of the Agreement for any reason.

INTENDING TO BE LEGALLY BOUND HEREBY, the parties affix their respective hands below:

SCHOOL/DISTRICT	UNIVERSITY OF SOUTHERN CALIFORNIA, ON BEHALF OF THE ROSSIER SCHOOL OF EDUCATION
Print Name:	Print Name:
Signature:	Signature:
Dated:	Dated:

SCHOOL COUNSELING CANDIDATE ADDENDUM TO THE ROSSIER PLACEMENT AGREEMENT

This School Counseling Candidate Addendum to the School / School District Placement Agreement ("Addendum") is incorporated into and made a part of that certain School / School District Placement Agreement (the "Agreement") executed concurrently with this Addendum (or subsequently on the date indicated below), and is effective as of "Term Commencement Date", as defined in the Agreement. Capitalized terms not otherwise defined in this Addendum shall have the meaning ascribed to them in the Agreement.

- 1. <u>Controlling Terms</u>. The terms of this Addendum modify and supplement the Agreement. Whenever any inconsistency or conflict exists between the Agreement and this Addendum, the terms of this Addendum control and supersede the Agreement. In all other respects, the terms of the Agreement are ratified and confirmed.
- 2. <u>Placement Opportunities</u>. USC shall identify prospective Candidates to the School/District for potential placement within the School/District, including assignment to a school-site supervisor of record. USC shall supply the Candidate's name, relevant program and background clearance information and type of assignment appropriately matching the prospect's needs. Notwithstanding the foregoing, the School/District shall at all times have discretion over the maximum number of Candidates it shall accept as School Counselor Students, the length of assignments, and the distribution of assignments.

3. School-site Supervisor.

- (a) The School/District shall make recommendations to USC regarding [staff members] whom School/District believes are appropriate to serve as "School-site Supervisors" (defined below). Through the School's/District's recommendations, USC's observations and School/District staff references, USC shall identify counselors and other staff working within the School/District to supervise and prepare School Counselor Candidates during their in-school experiences ("School-site Supervisors").
- (b) Both the School/District and USC shall approve the participation of any staff as a School-site Supervisor, provided that the School/District shall use its best efforts to approve a sufficient quantity of School-site Supervisors necessary to oversee the agreed-upon number of School Counselor Candidates placed within the School/District at any time.
- (c) Should any School-site Supervisor become unable to perform or fulfill his or her duties hereunder, the School/District shall assign an alternative School-site Supervisor to the School Counselor Candidate (excluding a substitute teacher that replaces the original School-site Supervisor within the School/District).
- 4. <u>Credential Seeking Candidates</u>. Any credential seeking USC School Counselor Candidate shall be required to sit for and pass applicable, state-specific exams (*for example, in California,* the California Basic Educational Skills Test), as applicable in the Candidate's state of residence, prior to the commencement of his or her assignment as a School Counselor Candidate.
- 5. <u>Use of Video</u>. USC utilizes video recording throughout its programs, including as an essential element of its instruction methodology. As such, any Candidate may make video recordings as part of his or her program studies throughout his or her assignment at the School/District. USC shall require Candidates to be responsible for obtaining appropriate and signed video release/authorization forms (which USC shall provide to Candidate) on behalf of recorded individuals, as appropriate, including obtaining parent/guardian signatures on behalf of recorded individuals who are minors (*i.e.*, under the age of legal competence). The School/District may provide reasonable assistance to Candidates in obtaining signatures on such forms.

6. <u>Performance Data</u>. Should the School/District hire any school counselor Candidate(s), the School/District shall support USC's program evaluation initiatives by sharing student-level performance data for students he or she counsels to measure school counselor efficiency relative to other Master of Education in School Counseling graduates and to other new school counselors prepared through other pathways. USC shall keep such data confidential and use it only to facilitate analysis of its effectiveness, and will share its findings with the School/District. This paragraph 6 shall survive the expiration or termination of the Agreement for any reason.

INTENDING TO BE LEGALLY BOUND HEREBY, the parties affix their respective hands below:

SCHOOL/DISTRICT	UNIVERSITY OF SOUTHERN CALIFORNIA, ON BEHALF OF THE ROSSIER SCHOOL OF EDUCATION
Print Name:	Print Name:
Signature:	Signature:
Dated:	Dated:

DATE: July 28, 2020

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

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

SUBJECT: APPROVE WILLIAMS LITIGATION SETTLEMENT UNIFORM COMPLAINT

REPORT FOR QUARTER 4 (APRIL 1, 2020- JUNE 30, 2020)

Background: Education Code 35186(d), as a part of the Williams Litigation Settlement

Agreement, requires districts to report to the County Superintendent of Schools and local school boards quarterly summary reports on the nature and resolution of all complaints specifically relating to Williams Litigation concerns. The Board of Trustees previously adopted a modified Uniform Complaint Process for Williams Litigation concerns. The Notice to Parents and Guardians "Complaint Rights" is posted in all classrooms. The District has processed the following

complaints related to the Williams Litigation:

Number of Complaints: Status:

Facilities IssuesNoneN/AInstructional Material IssuesNoneN/ACredentialing IssuesNoneN/AOtherNoneN/A

Rationale: To meet legal mandates.

Funding: Not applicable.

Recommendation: Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 4

(April 1, 2020- June 30, 2020).

CH:nm Attachment



Orange County Department of Education Educational Services Division

Williams Settlement Legislation Quarterly Report of Uniform Complaints 2019-20

Dist	rict:				
District Cont	tact:				
Т	itle:				
	Quarter #1	July 1 – September 30, 20	19 F	Report due by Octo	ober 25, 2019
	Quarter #2	October 1 – December 31	, 2019 F	Report due by Janu	ıary 31, 2020
	Quarter #3	January 1 – March 31, 202	20 F	Report due by Apri	1 24, 2020
	Quarter #4	April 1 – June 30, 2020	F	Report due by July	31, 2020
	x that applies	s: with any school in the district	during the quarte	er indicated above.	
•		n schools in the district during d resolution of the complaint	•	cated above. The fol	lowing chart
Type of Con	nplaint		Total # of Complaints	# Resolved	# Unresolved
Textbooks a	and Instruction	onal Materials			
Teacher Vac	cancies or M	issassignments			
Facility Con	ditions				
		TOTALS			
Name of	Superintender	nt:			
Signature of	Superintender	nt:		Date:	

Please submit to:

Alicia Gonzalez, Sr. Administrative Assistant Orange County Department of Education 200 Kalmus Drive, Mail Stop 2910 Redhill P.O. Box 9050, Costa Mesa, CA 92628-9050

Phone: (714) 966-4336 Email: aliciagonzalez@ocde.us Fax: (714) 327-1371

DATE: July 28, 2020

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

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

SUBJECT: APPROVE/RATIFY RENEWED RETAINER AGREEMENT OF LEGAL

SERVICES WITH THE LAW OFFICES OF BEST. BEST & KRIEGER

EFFECTIVE DURING THE 2020/2021 FISCAL YEAR

Background: The District wishes to renew its contract with the Law Offices of Best Best &

Krieger to continue to provide legal services on behalf of the District. In accordance with the current agreement and with the U.S. Department of Labor in its All Urban Consumers Index, hourly rates are adjusted annually on July 1st.

The hourly rate and services charges are as follows:

Basic Services

General Counsel, \$264/hour

Special Education, and Labor Advice

Paralegal and Clerk \$146/hour

Litigation Services

Partner \$309/hour Associate/Associate 2 \$280/hour Paralegal/Research Analyst/ \$168/hour

Clerk/Admin. Asst.

Rationale: The Law Offices of Best Best & Krieger will provide legal expertise on a variety

of items ranging from personnel discipline to labor relations.

Funding: The cost for legal services will be paid from the Unrestricted General Fund at

the above referenced hourly rates.

Recommendation: Approve/Ratify Renewed Retainer Agreement of legal services with the Law

Offices of Best, Best & Krieger effective during the 2020/2021 fiscal year.

CH:nm Attachment



Indian Wells (760) 568-2611

Irvine (949) 263-2600 Los Angeles

(213) 617-8100 Ontario

(909) 989-8584

BEST BEST & KRIEGER a ATTORNEYS AT LAW

3750 University Avenue, Suite 125, P.O. Box 1028, Riverside, CA 92502 Phone: (951) 686-1450 | Fax: (951) 686-3083 | www.bbklaw.com

Sacramento (916) 325-4000 San Diego (619) 525-1300 Walnut Creek (925) 977-3300 Washington, DC (202) 785-0600

Alex Aldaco (619) 525-1359 alex.aldaco@bbklaw.com

June 23, 2020

Fullerton School District Attn: Dr. Robert Pletka Superintendent 1401 West Valencia Drive Fullerton, CA 92833

RECEIVED

JUL 01 2020

Re: Notice of Automatic Increase in Legal Services Rates based upon CPI

ACCOUNTS PAYABLE

Dear Valued Best Best & Krieger LLP Client,

In accordance with our current agreement, the hourly rates are to adjust on July 1st of each year, in accordance with the All Urban Consumer Price Index, Los Angeles-Long Beach-Anaheim, CA Area, most recent 12-month published. The Index has increased by 0.7%, therefore, the hourly rates will be:

General Counsel, Special Education and Labor Advice	Rate/Hr.	Litigation Matters	Rate/Hr.
All Attorneys	\$ 264.00	Partner / Of Counsel	\$ 309.00
Paralegal / Research Analyst / Clerk / Admin. Asst.	\$ 146.00	Associate /Associate 2	\$ 280.00
		Paralegal / Research Analyst / Clerk / Admin. Asst.	\$ 168.00

These rates will adjust automatically on July 1, 2020.

Best Best & Krieger sincerely appreciates your continuing loyalty and the choice of our firm for your legal services. If you have any questions about this or any of our billing policies, please contact your BB&K attorney, Joseph Sanchez.

Sincerely.

Alex Aldaco

Client Services Coordinator

for BEST BEST & KRIEGER LLP

DATE: July 28, 2020

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Marilee Cosgrove, Director, Child Development Services

SUBJECT: APPROVE/RATIFY THE INCLUSIVE EARLY EDUCATION EXPANSION

PROGRAM GRANT EFFECTIVE JUNE 15, 2020 THROUGH DECEMBER 31,

2024

<u>Background</u>: Fullerton School District operates a State Preschool Program, which is funded

by the State Department of Education Child Care and Development Division, and serves three- to five-year-olds in classes at Commonwealth, Hermosa Drive, Maple, Orangethorpe, Pacific Drive, Richman, Valencia Park, and Woodcrest

Schools.

Rationale: Fullerton School District has been awarded an Inclusive Early Education

Expansion Program (IEEEP) Grant from California Department of Education. The goal of this grant is to increase access for young children, birth to five years old, to inclusive early learning and care programs. It supports the inclusion of children with disabilities and exceptional needs, including children with severe disabilities in early learning and care settings pursuant to Parts B and C of the federal Individuals with Disabilities Education Act. Fullerton School District has been awarded \$6,674,345.66, contingent on the availability of funds, effective June 15, 2020 through December 31, 2024. The funds are to be used for facilities modification, new classroom construction, adaptive equipment, and

professional development.

Funding: Funding is applied to General Fund budget #317 – IEEEP.

Recommendation: Approve/Ratify the Inclusive Early Education Expansion Program Grant effective

June 15, 2020 through December 31, 2024.

JL:MC:In Attachment California Department of Education Fiscal Administrative Services Division AO-400 (REV. 09/2014)

Grant Award Notification

GRANTEE NAME AND ADDRESS				CDE GRANT NUMBER		
Fullerton School District 1401 W. Valencia Drive			FY	PCA	Vendor Number	Suffix
Fullerton, CA	A 92633		19	25414	0	00
Attention Dr. Emy Flores				ANDARDIZE CODE STR	COUNTY	
Program Of	fice		R	esource Code	Revenue Object Code	30
Telephone				6128	8590	INDEX
	ant Program rly Education Expan	sion Program	'			0656
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
DETAILO	\$6,674,345.66		\$6,674,345.66		6/15/2020	12/31/2024
CFDA Number	Federal Grant Number	Federal Grant Name Federal		Agency		
_	_	8 1				

I am pleased to inform you that you have been funded for the Inclusive Early Education Expansion Program (IEEEP) Grant.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) within 10 days to:

Carly Nodohara, Staff Services Analyst California Department of Education 1430 N Street, Suite 3410 Sacramento, CA 95814-5901

California Department of Education Contact	Job Title	
Carly Nodohara	Staff Services A	Analyst
E-mail Address		Telephone
IEEEP@cde.ca.gov		916-323-5843
Signature of the State Superintendent of Public Instruction	or Designee	Date
Long hunord		June 22, 2020
CERTIFICATION OF ACCEPTANCE OF	GRANT REQUIP	REMENTS
On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications,		
assurances, terms, and conditions identified on the grant applic		
in this document or both; and I agree to comply with all	requirements as	s a condition of funding.
Printed Name of Authorized Agent	Title	
E-mail Address		Telephone
Signature		Date
>		

CDE Grant Number: 19-25414-0-00

June 22, 2020

Page 2

Grant Award Notification (Continued)

- 1. Grantees are required to comply with the reporting requirements and submittal of documents outlined in the request for applications (RFA).
- 2. Grantees are required to retain a copy of the General Assurances, which can be obtained at the CDE Funding Forms web page at https://www.cde.ca.gov/fg/fo/fm/ff.asp, for their records and audit purposes. Signing Section B of the IEEEP RFA also confirms that the applicant has read and agreed to the assurances.
- 3. Grantees are required to maintain a good standing status in order to be an eligible grantee for the subsequent year. Good standing is outlined in the Frequently Asked Questions within the IEEEP RFA.

Fiscal Issues:

- Grantees agree to follow any applicable federal or state law and intended purposes relating to this grant and meet all fiscal and auditing standards required by the CDE.
- Construction shall begin on or before July 31, 2021, for facilities modification/new classroom construction.
- Payment Schedule is as follows:
 - 1. 25 percent of the grant award will be distributed upon receipt of the signed Grant Award Notification.
 - 2. Upon approval of quarterly reports, reimbursement will be made for expenditures that exceed the initial allotment.
 - 3. No more than 90 percent of funds will be released prior to January 30, 2025, or until completion of all grant activities. Upon review of the final report, remaining funds will be paid. If expenditures do not equal the remaining 10 percent, the grantee will be reimbursed for new expenditures reflected. The total cannot exceed the grant award amount, and grantees may be invoiced for any unspent advancement funds.

Reports:

Progress and fiscal reporting period and due dates for each fiscal year are as follows:

	Reporting Period	Due to the CDE
	July 1 (June 15 first fiscal year) – September 30	October 20
	October 1 – December 31	January 20
0	January 1 – March 30	April 20
0	April 1 – June 30	July 20

Within 30 days of the grant end date, all grantees are required to complete the IEEEP Annual Performance Report, which reflects all IEEEP activities within their respective county or school district.

DATE: July 28, 2020

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Marilee Cosgrove, Director, Child Development Services

SUBJECT: APPROVE NEW INDEPENDENT CONTRACTOR AGREEMENTS WITH BOYS

& GIRLS CLUB OF FULLERTON AND CITY OF FULLERTON FOR

SERVICES PROVIDED IN SUPPORT OF PROPOSITION 49 GRANT-FUNDED

AFTER SCHOOL EDUCATION AND SAFETY PROGRAM FOR THE 2020/2021 SCHOOL YEAR FROM AUGUST 11, 2020 THROUGH MAY 28,

2021

<u>Background:</u> The contract agreements are for the 2020/2021 school year to run August 11,

2020 through May 28, 2021 contingent upon annual renewal by the California

Department of Education After School Program.

Community-Based Organization	Schools	Students	Funding Amount
Boys & Girls Club of Fullerton	Commonwealth	84	\$119,145.60
	Valencia Park	40	\$ 56,736.00
City of Fullerton	Maple	84	\$119,145.60
•	Orangethorpe	151	\$214,178.40

Rationale: The Proposition 49 Grant-Funded After School Program has been a

collaboration between the Fullerton School District and these community-based organizations to serve 1,307 students daily since the inception of the program.

Funding: Payment solely from Proposition 49 Grant-Funded After School Education and

Safety Program.

Recommendation: Approve new Independent Contractor Agreements with Boys & Girls Club of

Fullerton and City of Fullerton for services provided in support of Proposition 49 Grant-Funded After School Education and Safety Program for the 2020/2021

school year from August 11, 2020 through May 28, 2021.

JL:MC:In Attachments

2020-2021 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Boys & Girls Club of Fullerton**, 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:

- Services to be provided by Contractor. Contractor shall provide an after school program that is in compliance with the After School Education and Safety grant, hereinafter referred to as "Services". A copy of the specific grant requirements will be provided to each grantee. Grant requirements include a three-hour program (180 days) with a minimum of one hour devoted solely for homework/academic support and two hours of enrichment activities. The funding amount reflects a maximum of 84 participants at Commonwealth School and 40 participants at Valencia Park School. The maximum adult/student ratio is not to exceed 1/20. Provisions will be made by Boys & Girls Club of Fullerton to accommodate staff out on sick leave and/or vacation. In addition, funding is based on daily attendance, and accurate records are to be maintained at each program site. Site supervisors will implement appropriate student signing in and out procedures, and attendance shall be submitted to the District each month. The program is required to maintain an inventory with documentation of all supplies purchased with grant funds. Program budgets must designate 90% of funds to direct services and 10% to indirect/administrative costs. A copy of the fiscal budget shall be submitted to the District prior to August 10, 2020. This contract is contingent upon maintaining program standards and attendance. District has the right to establish the standards by which the quality of the program is assessed. Facility space shall be maintained in a clean and healthful manner.
- 2. <u>Term.</u> Contractor shall commence providing Services under this Agreement on **August 11, 2020** and will diligently perform as required and complete performance by **May 28, 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 **One Hundred Seventy-Five Thousand Eight Hundred Eighty-One dollars and sixty cents (\$175,881.60) based on maintaining 85% daily attendance (\$7.88 per student, 180 days). District shall pay Contractor according to the following terms and conditions: <u>Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.**</u>

- 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.

- 7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, ideas, and dialogue, prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor understands and agrees that all Content produced under this Agreement is the property of District and cannot be used without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.
- 8. <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 Live Screen Criminal Background Check Requirements: Contractor, at its sole cost and expense, and as necessary to satisfy the requirements of Education Code (EC) section 45125.1 and 45125.2 or District policy, will ensure that all required criminal background checks are timely conducted. If required by EC section 45125.1, Contractor must provide for the completion of a Fingerprint Certification form, in the District's required format, prior to any of the Contractor's employees, or those of any other subcontractors, who are anticipated to come into contact with the District students. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code section 45125 et seq., and that Contractor will comply with any such requirements. Contractor further acknowledges and agrees that no Contractor or subcontractor employees, agents or representatives shall come into contact with students if they have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c). Notwithstanding anything to the contrary herein, if Contractor is an individual operating as a sole proprietor, if required by Education Code section 45125.1(k), it shall be the responsibility of the District to prepare and submit that individual's fingerprints to the Department of Justice.
 - 13.2 <u>Tuberculosis Testing</u>. If District determines that the services provided by Contractor involve more than limited contact with students per California Ed Code §49406, Contractor agrees that Contractor and/or its employees providing services pursuant to this Agreement shall submit to District a "TB Risk Assessment Questionnaire" administered by a licensed health care provider and if risk factors are identified, we will require TB testing and examination to determine that the Contractor is free from infectious

tuberculosis.

- 13.3 Mandatory Reporter Requirements: Contractor acknowledges and understands that, pursuant to California Penal Code section 11165.7, each person whose duties under the Scope of Work include contact and supervision of children is a mandatory reporter of known or suspected instances of child abuse or neglect. Contractor is responsible for ensuring that every mandatory reporter takes the Child Abuse Mandated Reporter Educators Training Module within six weeks of hire and annually thereafter within the first six weeks of each school year. Contractor will ensure that each mandatory reporter executes an Employee Acknowledgement Form and a Suspected Child Abuse Reporting Acknowledgement Form. Contractor will provide copies of each of these signed forms for each mandatory reporter to the District within six weeks of the hire of the mandatory reporter and annually.
- 14. <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 CONTRACTOR:
Boys & Girls Club of Fullerton
Address on File

- 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 28TH DAY OF July 2020.

FULLERTON SCHOOL DISTRICT	Contractor Name
By:	By:
D.1. 4 Dl.4 F1D	D., 44 A. J.,
Robert Pletka, Ed.D.	Brett Ackerman
Superintendent	CEO
	On File
	Taxpayer Identification Number

2020-2021 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **City of Fullerton**, hereinafter referred to as "Contractor."

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

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

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

NOW, THEREFORE, the parties agree as follows:

- 1. Services to be provided by Contractor. Contractor shall provide an after school program that is in compliance with the After School Education and Safety grant, hereinafter referred to as "Services". A copy of the specific grant requirements will be provided to each grantee. Grant requirements include a three-hour program (180 days) with a minimum of one hour devoted solely for homework/academic support and two hours of enrichment activities. The funding amount reflects a maximum of 84 participants at Maple School and 151 participants at Orangethorpe School. The maximum adult/student ratio is not to exceed 1/20. Provisions will be made by City of Fullerton to accommodate staff out on sick leave and/or vacation. In addition, funding is based on daily attendance, and accurate records are to be maintained at each program site. Site supervisors will implement appropriate student signing in and out procedures, and attendance shall be submitted to the District each month. The program is required to maintain an inventory with documentation of all supplies purchased with grant funds. Program budgets must designate 90% of funds to direct services and 10% to indirect/administrative costs. A copy of the fiscal budget shall be submitted to the District prior to August 10, 2020. This contract is contingent upon maintaining program standards and attendance. District has the right to establish the standards by which the quality of the program is assessed. Facility space shall be maintained in a clean and healthful manner.
- 2. <u>Term.</u> Contractor shall commence providing Services under this Agreement on **August 11, 2020** and will diligently perform as required and complete performance by **May 28, 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 **Three Hundred Thirty-Three Thousand Three Hundred Twenty-Four dollars (\$333,324.00) based on maintaining 85% daily attendance (\$7.88 per student, 180 days). District shall pay Contractor according to the following terms and conditions: <u>Contractor shall submit a detailed invoice to the District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.**</u>
- 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.

- 7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, ideas, and dialogue, prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor understands and agrees that all Content produced under this Agreement is the property of District and cannot be used without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.
- 8. <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, nonowned, 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 Live Screen Criminal Background Check Requirements: Contractor, at its sole cost and expense, and as necessary to satisfy the requirements of Education Code (EC) section 45125.1 and 45125.2 or District policy, will ensure that all required criminal background checks are timely conducted. If required by EC section 45125.1, Contractor must provide for the completion of a Fingerprint Certification form, in the District's required format, prior to any of the Contractor's employees, or those of any other subcontractors, who are anticipated to come into contact with the District students. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code section 45125 et seq., and that Contractor will comply with any such requirements. Contractor further acknowledges and agrees that no Contractor or subcontractor employees, agents or representatives shall come into contact with students if they have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).] Notwithstanding anything to the contrary herein, if Contractor is an individual operating as a sole proprietor, if required by Education Code section 45125.1(k), it shall be the responsibility of the District to prepare and submit that individual's fingerprints to the Department of Justice.
 - Tuberculosis Testing. If District determines that the services provided by Contractor involve more than limited contact with students per California Ed Code §49406, Contractor agrees that Contractor and/or its employees providing services pursuant to this Agreement shall submit to District a "TB Risk Assessment Questionnaire" administered by a licensed health care provider and if risk factors are identified, we will require TB testing and examination to determine that the Contractor is free from infectious tuberculosis.
 - 13.3 <u>Mandatory Reporter Requirements:</u> Contractor acknowledges and understands that, pursuant to California Penal Code section 11165.7, each

person whose duties under the Scope of Work include contact and supervision of children is a mandatory reporter of known or suspected instances of child abuse or neglect. Contractor is responsible for ensuring that every mandatory reporter takes the Child Abuse Mandated Reporter Educators Training Module within six weeks of hire and annually thereafter within the first six weeks of each school year. Contractor will ensure that each mandatory reporter executes an Employee Acknowledgement Form and a Suspected Child Abuse Reporting Acknowledgement Form. Contractor will provide copies of each of these signed forms for each mandatory reporter to the District within six weeks of the hire of the mandatory reporter and annually.

- 14. <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: CONTRACTOR:
Fullerton School District City of Fullerton
1401 W. Valencia Drive Address 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 28TH DAY OF July, 2020.

FULLERTON SCHOOL DISTRICT	CITY OF FULLERTON
By:	By:
Robert Pletka, Ed.D. Superintendent	
	On File Taxpayer Identification Number

DATE: July 28, 2020

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Philip Ling, Program Specialist, Educational Services

SUBJECT: APPROVE NEW EDUCATIONAL CONSULTING AGREEMENT BETWEEN

FULLERTON SCHOOL DISTRICT AND NORTH ORANGE COUNTY

COMMUNITY COLLEGE DISTRICT TO PROVIDE COLLEGE COURSES FOR GRADES 7 AND 8 STUDENTS EFFECTIVE AUGUST 24, 2020 THROUGH

DECEMBER 12, 2020

<u>Background:</u> The Fullerton School District serves a diverse learning community with a

significant number of students achieving at high levels. To meet student needs, Fullerton School District will offer a Middle College Program in collaboration with Fullerton College to students in grades 7 and 8 who meet set criteria. Students will earn university credits for successful completion of college-level courses. Computer Game Design will be offered for the fall semester of 2020. The district will work with Fullerton College on developing course offerings for the spring

semester of the 2020-2021 school year.

Rationale: The Middle College Program is designed to provide students with an opportunity

to pursue higher learning in fields that may align with students' passions and interest, and can also develop college and career readiness skills. Students will engage in meaningful, real-world STEAM learning experiences that will inspire

their interest in STEAM, while giving them the tools needed to meet the

demands of dynamic labor markets.

Funding: Cost is not to exceed \$9,200 to be paid from Title IV Funds (#215).

Recommendation: Approve new Educational Consulting Agreement between Fullerton School

District and North Orange County Community College District to provide college courses for grades 7 & 8 students effective August 24, 2020 through December

12, 2020.

JL:PL:nm Attachment

FULLERTON SCHOOL DISTRICT and NOCCCD 1401 W. Valencia Dr. Fullerton, CA 92833

EDUCATIONAL CONSULTING AGREEMENT College Orientation Program

This educational consulting agreement (the "Agreement") is made and entered into between **Fullerton School District**, hereinafter referred to as (the "FSD") and **North Orange County Community College District** serving in the role of professional services provider, hereinafter referred to as (the "NOCCCD") as of the date that this Agreement is executed by all parties (the "Effective Date").

RECITALS

The NOCCCD's Fullerton College campus provides advisory education through its Computer Game Design, Introduction to Computer Game Design | CISG 100 F (the "Course") and

FSD is in need of such Program for its junior high school students who are also able to earn 3 units during the semester in which they enrolled; and

The Program is offered on a limited basis during the fall of 2020 semester by the NOCCCD's Fullerton College at Fullerton School District; and

The NOCCCD is specially trained, experienced, and competent to provide the Course; and

The parties now find it to be mutually beneficial for the Course to be made available to FSD students.

The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Program at the NOCCCD.

THE PARTIES AGREE AS FOLLOWS:

I. GENERAL INFORMATION ABOUT THE PROGRAM

- **A.** The commencement date for the provision of services under this agreement shall be August 24, 2020 but no sooner than the Effective Date, with all services performed and completed no later than December 12, 2020;
- **B.** Students participating in classes will enroll through the NOCCCD's Fullerton College in accordance with established college registration procedures for Concurrent Special Admit Students;

- **C.** The length of each course is a total of 54 hours;
- **D.** Both the NOCCCD and FSD agree that a total number of 30 students per course are expected to participate in the program;
- **E.** Classes offered pursuant to this Agreement will be conducted on such days and times and at such locations as mutually agreed upon by the NOCCCD and FSD, provided that no instruction shall occur on any day established holidays for either the NOCCCD or FSD.

II. RESPONSIBILITIES OF THE NOCCCD

A. Academic Responsibility. The NOCCCD shall provide credit instruction for a total of two (2) college courses during the Fall 2020 semester:

(one course) Introduction to Computer Game Design | CISG 100 F (one course) Introduction to Computer Game Design | CISG 100 F

Classes offered shall be accessible to junior high school students from the sites at which the classes are offered as well as to students from other sites as determined by NOCCCD.

- i. NOCCCD will provide instruction for the specified classes in compliance with the NOCCCD's designated curriculum and class schedule and in compliance with instructional policies and procedures.
- ii. NOCCCD shall document all student enrollment and attendance.
- **iii.** NOCCCD shall create an effective teaching-learning environment and maintaining effective communication with FSD and junior high school campus staff.
- **B. NOCCCD Classification**. NOCCCD's employees shall in no way be deemed employees of FSD. NOCCCD shall be under the control of FSD as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
- **C. NOCCCD Supervision**. All instruction provided by the NOCCCD shall be under the supervision and control of appropriately credentialed employees.
- **D.** <u>Compliance</u>. NOCCCD shall comply with applicable federal, state and local laws, rules, regulations, and ordinances including workers' compensation requirements.

E. Registration Fee. NOCCCD shall not collect a registration fee from any student enrolled pursuant to this agreement nor claim state apportionment FTE's for any student so enrolled.

III. RESPONSIBILITIES OF THE FSD

- **A. Student Outreach**. FSD shall be responsible for providing services with respect to student outreach and recruitment of students for the program.
- **B.** <u>Technical Support</u>. FSD shall provide and maintain facilities, equipment, textbooks and instructional supplies and materials that are necessary for the provision of instruction by the NOCCCD pursuant to this Agreement, without charge to the NOCCCD, or without charge to any student receiving instruction pursuant hereto.
- **C.** NOCCCD Fee and Timing of Such Payment. FSD shall pay NOCCCD an amount not to exceed four thousand six hundred dollars (\$4,600.00) per section for a total of nine thousand two hundred dollars (\$9,200.00) in fall 2020. If one of the sections gets cancelled the cost will be four thousand six hundred dollars (\$4,600.00). The maximum payment shall include all related administrative and instruction costs. Payment to NOCCCD shall be made no later than thirty (30) days after submission of invoice to FSD.

IV. INSURANCE

- **A.** <u>Insurance</u>. Both the NOCCCD and FSD each agree to secure and maintain at all times throughout the term of this Agreement, each at its sole cost and expense, comprehensive general liability insurance in amounts reasonably necessary to protect itself against liability arising from any and all negligent acts, or omissions of its employees, officers or volunteers in the performance of this Agreement. Coverage under such professional and commercial general liability insurance shall not be less than one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in aggregate.
- **B.** It is expected that both the NOCCCD and FSD will provide the necessary worker's compensation for its own employees and students, if appropriate.

V. INDEMNIFICATION

The NOCCCD agrees to defend all claims of loss, indemnify and hold harmless FSD and its officers, agents and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions, willful misconduct of the NOCCCD or its employees, officers, or volunteers in the performance of this Agreement.

The FSD agrees to defend all claims of loss, indemnify and hold harmless NOCCCD and its officers, agents and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions, willful misconduct of the FSD or its employees, officers, or volunteers in the performance of this Agreement.

VI. ASSIGNMENT

This Agreement is not assignable without written consent of the parties hereto.

VII. TERM AND TERMINATION

- **A.** <u>Term.</u> This Agreement shall remain in full force and effect beginning on the Effective Date of this Agreement through December 12, 2020.
- **B.** <u>Termination</u>. This Agreement may be terminated at any time by written Agreement or upon 30 days' advance written notice by one party or the other, PROVIDED, HOWEVER, that in no event shall termination take effect with respect to currently enrolled FSD students who shall be permitted to complete their course for any semester in which termination would otherwise occur.

VIII. GENERAL PROVISIONS

- **A.** <u>Assignment</u>. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported validity of this Agreement or any of its provisions.
- **B.** <u>Captions</u>. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.
- **C.** <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- **D.** Entire Agreement. This Agreement is the entire Agreement between the parties. No other Agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- **E. Governing Law**. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

F. <u>Notices</u>. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested at the addresses set forth below:

TO NOCCCD:

North Orange County Community College
District
1830 West Romneya Drive
Anaheim, CA 92801-1819

Attn: Fred Williams, Vice Chancellor, Finance & Facilities

TO FSD:

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

FULLERTON SCHOOL

Attn: Robert R. Coghlan, Assistant Superintendent Business Services

IX. EXECUTION

By signing below, each of the following represent that they have the authority to execute this Agreement and to bind the party on whose behalf their signature is made.

COMMUNITY COLLEGE DISTRICT:	DISTRICT:
By: Fred Williams Vice Chancellor, Finance & Facilities	By: Robert R. Coghlan Assistant Superintendent, Business Services
7/16/20 Date By: 3	Date

Federal Tax ID # **952394131**

José Ramón Núñez, Vice President, Instruction

NORTH ORANGE COUNTY

DATE: July 28, 2020

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

SUBJECT: APPROVE NEW AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT

AND ADVANTAGE COMMUNICATIONS FOR THE SPEECH AND DEBATE

PROGRAM FOR THE 2020/2021 SCHOOL YEAR

<u>Background:</u> During the 2018/2019 school year, the Fullerton School District started a District-

wide Speech and Debate program that in 2019/2020 involved 17 schools and approximately 540 students. The program was immediately successful as students gained confidence and success competing against students across Orange County. Each tournament was a nail-biting event as students not only cheered for themselves, but also for their team. Led by Sal Tinajero, a renowned Speech and Debate teacher, and their teacher coaches, students engaged in rhetoric and public speaking while expanding their vocabulary, presentation skills, confidence, and interpersonal communication. The success and popularity of the program resulted in 40 students qualifying for the Nationals

Tournament last month (June) and Parks Junior High School won its first national championship in only its second year of participation in this program.

Fullerton School District would like to continue to expand the Speech and Debate experience to to students and continue 17 programs and two potential pilot programs with the goal of increasing their ability to think and listen critically and articulate their thoughts confidently and persuasively, increase student problem-solving abilities and overall academic performance, increase student confidence under pressure, and to help students think quickly on their feet.

Rationale: Students will engage in rhetoric and public speaking while they expand their

vocabulary, presentation skills, and confidence. More specifically, students will learn the proper use of hand gestures, vocal inflection, non-verbal skills, vocal projection, research skills, sentence structure, argumentation, logical writing, proper use of visual aids, principals of acting, elements of comedy, and memorization skills. Students will also learn effective interpersonal

communication skills and relationship building skills.

Funding: Cost not to exceed \$270,000 and is to be shared between school sites and

District funds.

Recommendation: Approve new Agreement between Fullerton School District and Advantage

Communications for the Speech and Debate Program for the 2020/2021 school

year.

JL:nm Attachment



Advantage Communications

Mr. Salvador Tinajero

Advantage Communications
On File

Mrs. Julienne Lee Fullerton School District 1401 W. Valencia Drive

Fullerton, CA 92833

Mrs. Lee, July 1, 2020

Within this document is the proposal regarding the continuance of the Speech and debate program.

Overview

There is a desire to conduct seventeen district programs and two potential pilot programs. This program will continue to promote speech and debate as well as build English acquisition, analytical writing, vocabulary and effective oral communication skills. This program will help ELD students increase their English vocabulary, create student confidence and public speaking skills.

Summary

The speech and debate program will be designed and developed by Sal Tinajero. Mr. Tinajero will provide the administrative and operational support of three elementary speech tournaments and one FSD championship tournament that consists of elementary and middle school speech and debate competitors.

Our proposal will include:

- Access to three Elementary/Middle School Virtual Speech Tournaments
- Depending on CDC guidelines we may reduce one virtual tournament and conduct two live tournaments in the spring
- One District Elementary/Middle School Championship Tournament
- Six staff members to run live tournaments and 12 staffers to run virtual tournaments
- Staff members will report to schools to help facilitate scripts and coach students. These coaches will rotate between each of the seventeen schools. These staff members will work at a different school each day and on the ninth day the coaches will meet with Sal Tinajero to report the progression of each program. These staff members will work from August 3, 2020 to June 21, 2021 to coach the FSD Middle School National Team. National Staff will be paid to prepare and attend nationals with the FSD Speech team.
- Tournament student awards will be provided for all tournaments
- Decorations for the tournaments will be provided, if virtual we will provide a recorded award ceremony.
- The recruitment of qualified judges for each tournament
- Standard coach's food if live event
- Four coaching in-services and direct four forensics tournaments conducted by Sal Tinajero
- All coaches will complete mandated reporter training, sexual harassment training and will be fingerprinted, and TB tested before they begin work.

 We will provide back up for mandated reporter training, sexual harassment training and fingerprinting clearance.

Director's Experience

The Fullerton Elementary School District Speech and Debate program will consist of a combination of seventeen elementary, middle schools and two potential pilot programs. Each program will have Thirty (30) students per program. Sal Tinajero will advertise the importance of speech and debate at every school site. Sal Tinajero has a wealth of experience and success in Forensics. He started the Fullerton Union High School Speech and Debate program in 2001. In his tenure the program grew from 20 students to a team of over 100 students per year. Under his leadership the team won three National Championships and one State Championship. He has coached five student state champions and two student national champions. In 2005, he was invited to the White House and awarded the National Hispanic Teacher of the Year. This year he was selected as the National Speech and Debate Association California Educator of the Year. He was one of the five finalists for the National Educator of the Year. In Santa Ana he has created 27 successful programs with over 1,000 students in four short years. Students are competing at high level and receiving national recognition. This past year Parks Junior High School won its first national championship in only its second year of existence.

Logistics

Timeline

We will facilitate and execute the administrative and operational aspects of the forensics tournaments and coaching according to the following timeline:

- Secure forensic teacher support by providing a coach for three junior high schools, two K-8 schools, two 6th grade schools,12 elementary schools and two potential pilots.
- Finalize the dates for the four elementary and middle school Speech Tournaments
- Two virtual tournaments should take place in the fall and two live tournaments in the spring if allowed
- If CDC regulations doesn't allow for large group gathering we will conduct the spring tournaments virtually
- Provide coaching training to teacher advisors at each team site
- Secure 40 qualified judges for each tournament

- Purchase awards, tournament computer program, judge's food, ballots and decorations if tournament is live
- For virtual tournament we will provide a recorded award ceremony
- Secure and schedule FSD schools that will host each tournament if live
- Secure dates and times for Sal Tinajero to present to all schools
- Follow up and review the overall effectiveness of the program

Process

We will require the following payment schedule:

- August 28, 2020 for 24,500
- September 25, 2020 for 24,500
- October 30, 2020 for 24,500
- November 25, 2020 for 24,500
- December 30, 2020 for 24,500
- January 29, 2021 for 24,500
- February 26, 2021 for 24,500
- March 26, 2021 for 24,500
- o April 30, 2021 for 24,500
- May 28, 2021 for 24,500
- June 25, 2021 for 25,000

Investment

 We will do this for the 2020/2021 school year. We will serve roughly 650 students, seventeen schools and potentially two pilot schools. If we grow above that number, we will consult with the district before an expansion is allowed. Tournaments will occur in

- October, December, January and March. These dates are open for reconsideration if conflicts occur. We will coach the FSD National team as well.
- We will conduct the administrative and operational aspects of this program for seventeen schools, two possible pilots and four FSD tournaments for the project cost of \$270,000 which includes the \$10,000 to pay for coaches to prepare 20 students for Nationals and to attend the National Tournament with the students.
- Cost per student is \$415 for a year of participation. We will absorb 20 more students at no extra cost if programs grow.

Fullerton School District Responsibilities

- Schedule assemblies for Sal Tinajero to address students at each new speech school
- Provide a laptop for storing speeches and run FSD tournaments
- Access to the host school copy machine to print ballots if needed
- Purchase 150 black interpretation binders and 1,000 pages
- Provide 12 reams of 6 bright colored copy paper for ballots
- Provide 8 reams of white copy paper
- Provide food for students and student judges at speech tournaments if it is a live event
- Pay for custodial, security, IT support and usage of school site including fees at live tournaments
- FSD teachers will judge one round at each FSD tournament and judge at the Southern California Championships
- Assure students have a chrome book, computer, iPad or tablet to participate in virtual coaching and tournaments
- Pay for students and coaches travel and housing for the NSDA National Tournament

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

Mr. Salvador Tina	iero	D

CEO Advantage Communications

Phone: (714) 913-3515

E-mail: advantagecommunicationsceo@gmail.com

Dr. Robert Pletka _____

Fullerton School District Superintendent

Phone (714) 447-7405 suptoffice@myfsd.org

DATE: July 28, 2020

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

FROM: Julienne Lee, Assistant Superintendent, Educational Services

PREPARED BY: Phil Ling, Program Specialist, Educational Services

SUBJECT: APPROVE/RATIFY REVISED CONTRACT ADDENDUM BETWEEN

FULLERTON SCHOOL DISTRICT AND ADVANCEMENT VIA INDIVIDUAL DETERMINATION (AVID) TO PROVIDE SUPPORT AND TRAINING FOR

DISTRICT STAFF

Background: Board approval was granted on June 9, 2020, for the agreement with

Advancement Via Individual Determination for the AVID College Readiness System, with Ladera Vista Junior High School of the Arts and Nicolas Junior High School. An addendum is requested as it was necessary to include training

and support for district staff in order to support school sites.

Rationale: Training and support services from AVID are essential in supporting the

implementation of the AVID College Readiness System.

<u>Funding:</u> Increased cost will not exceed \$2,000 to be paid from Title IV Funds (#215).

Original approval was for \$9,779.

Recommendation: Approve/Ratify revised Contract Addendum between Fullerton School District

and Advancement Via Individual Determination (AVID) to provide support and

training for District staff.

JL:PL:nm Attachment

AVID Center Amendment



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

Fullerton, CA 92833

AVID Center Representative: Wendy Joyce

Phone: (858) 380-4742 Email: wjoyce@avid.org

District Pro	oducts			
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID District Leadership Year 1	\$9,000.00	\$7,000.00	\$2,000.00
District Products SUBTOTAL:		\$2,000.00		

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

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

TOTAL: \$11,779.00

plus all applicable taxes

Additional Comments:

This Amendment adds AVID District Leadership Year 1 training fees for incoming replacement District Director, Phil Ling. The cost for training a replacement District Director in year 1 is \$6,000.

Amendment to the AVID Agreement

2020 - 2021 Fullerton School District Drafted: 07/14/2020

A credit of \$4,000 has been applied for unused AVID District Leadership Year 2 fees from 2019-20 for former replacement District Director, Doug Rynerson. This brings the overall discount to \$7,000. The remaining balance for AVID District Leadership Year 1 training fees is \$2,000.

The updated total is \$11,779.00

This Amendment to the Quote/Order Q-78999 ("Amendment") is hereby fully incorporated into the AVID Agreement, effective July 01, 2020 by and between AVID Center and Fullerton School District. The parties agree that this Amendment shall be in effect on 07/14/2020 irrespective of the dates listed below, and its term shall run concurrent with the term of the Agreement. Indicated by their signatures below, Client and AVID Center hereby agree to changes to the AVID Agreement as described herein.

Signature:	AVID Center, a California Non-Profit Corporation 501(c)(3) DocuSigned by: David S. Greulich	Signature:	Fullerton School District
Print Name: David S. Greulich		Print Name:	
		Email Address:	
Title:	Controller	Title:	
Date:	7/14/2020 1:45 PM PDT	Date:	
	AVID Center 9797 Aero Drive, Suite 100 San Diego, CA 92123 Employer ID # 33-0522594		

DATE: July 28, 2020

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

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

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

SUBJECT: ADOPT RESOLUTIONS NUMBERED 19/20-B039 THROUGH 19/20-

B040 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE

COUNTY SUPERINTENDENT OF SCHOOLS

<u>Background:</u> 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-B039 through 19/20-B040 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

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$237,368 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 UNRESTRICTED

Budget Acct. #	Income Source		Amount
8011	State Aid – Current Year		-\$361,806
8012	Education Protection Account		2,440,837
8021	Homeowners' Exemption		57
8041	Secured Rolls Tax		-846,977
8042	Unsecured Roll Taxes		21,262
8044	Supplemental Taxes		-485,771
8045	Education Revenue Augmentation Fund		-858,800
8047	Community Redevelopment Funds		47,466
8699	All Other Local Revenue		281,100
		Total:	\$237,368

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		\$11,353
2000	Classified Salaries		43,689
3000	Employee Benefits		14,054
4000	Books and Supplies		701,247
5000	Services & Other Operating Expenses		95,065
6000	Capital Outlay		71,452
7000	Other Outgo		-8,580
9789	Designated for Economic Uncertainties		-690,912
		Total:	\$237,368

Explanation: This Resolution reflects adjustments in revenues and expenditures for the Education Protection Act (EPA), property taxes, State Aid and in the Estimated Actuals Financial Report presented at the June 23, 2020 Board meeting. It also includes adjustments to projected expenditures in the unrestricted General Fund.

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

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$240,569 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
8699	All Other Local Revenue		\$240,569
		Total:	\$240.569

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
4000	Books and Supplies		\$237,464
5000	Services & Other Operating Expenses		300,657
9789	Reserve for Economic Uncertainties		-297,582
		Total:	\$240,539

Explanation: This Resolution reflects revenue increases for donations from various school sites, PTAs, foundations, All the Arts and Early Learning Inclusive Pre-School (ELIP). It also includes adjustments in the Estimated Actuals Financial Report presented at the June 23, 2020 Board meeting and to projected expenditures in the restricted General Fund.

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

DATE: July 28, 2020

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

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

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

SUBJECT: ADOPT RESOLUTION NUMBERED 20/21-B001 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 resolution numbered 20/21-B001 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

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

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

DEFERRED MAINTENANCE FUND 14

Budget Acct. # 5000 9789	Expenditure Source Services & Other Opera Reserve for Economic U		Amount 3,000 -3,000 \$0				
NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42600 of the Education Code of California, such funds are reflected accordingly.							
Explanation: This Resolution reflects adjustments to projected expenditures in the Deferred Maintenance Fund.							
	Approved:	Dean West, CPA Assistant Superintendent of Business Orange County Department of Education					
Date:		By:					

FULLERTON SCHOOL DISTRICT District 48 – CFD No. 2000-1 (Amerige Heights)

BOARD AGENDA ITEM #1r

CONSENT ITEM

DATE: July 28, 2020

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

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

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

SUBJECT: APPROVE/RATIFY WARRANT NUMBERED 1216 FOR THE 2019/2020

SCHOOL YEAR

Background: Board approval is requested for warrant numbered 1216 for the 2019/2020

school year. Warrants are issued by school districts as payment for goods and

services.

 Fund
 Amount

 01
 General Fund
 \$20,260.74

Total \$20,260.74

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 \$20,260.74 from District 48, General

Fund.

Recommendation: Approve/Ratify warrant numbered 1216 for the 2019/2020 school year.

RC:MG:yd

DATE: July 28, 2020

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

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

PREPARED BY: Michael Burns, Director, Nutrition Services

SUBJECT: APPROVE/RATIFY NEW AFFILIATION AGREEMENT OF UNPAID DIETETIC

STUDENT INTERNSHIP AGREEMENT WITH LAGNIAPPE WELLNESS,

EFFECTIVE JULY 1, 2020 THROUGH JUNE 30, 2025

<u>Background:</u> 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

Recommendation: Approve/Ratify new affiliation agreement of unpaid dietetic student internship

agreement with Lagniappe Wellness, effective July 1, 2020 through June 30,

2025.

RC:MB:tg Attachment

Lagniappe Wellness Dietetic Internship Affiliation Agreement

This Agreement is made this day 1st day of July 2020 by and between Lagniappe Wellness Dietetic Internship, with offices in Biloxi, MS ("LWDI") and Fullerton School District (Supervised Practice Site) and

RECITALS: WHEREAS, LWDI offers a Dietetic Internship

Program (DI)

WHEREAS, a requirement of the DI program is that the intern must participate in and successfully complete several supervised practice experiences in order to graduate; and

WHEREAS, the Supervised Practice Site has an interest in the development of qualified Registered Dietitian Nutritionists (RDNs) and is willing to provide supervised practice of interns enrolled in LWDI's DI program.

NOW THEREFORE, LWDI and the Supervised Practice Site agree as follows:

I. General.

A. LWDI will assign to the Supervised Practice Site intern(s) who are enrolled in LWDI's program to fulfill the requirement of internships as required by the program. The specific requirements and objectives of each supervised practice experience is contained in the Dietetic Internship Handbook.

- B. The Supervised Practice Site agrees to accept the assigned interns and provide them experience that meets the specific requirements and objectives of LWDI's curriculum.
- C. The dates of each internship shall be mutually agreed upon by the parties.
- D. That in implementing and enforcing this Agreement, neither LWDI nor the Supervised Practice Site will discriminate against any intern on the basis of sex, gender identity, race, color, age, religion, national origin, marital status, sexual orientation or disability.

- E. The parties agree that the interns who are assigned to a Supervised Practice Site under this Agreement are not entitled to any wages, employee benefits, or other compensation from the Supervised Practice Site by virtue of their participation in this clinical program. It is understood that in no case shall participating interns replace employees of the Supervised Practice Site.
- F. LWDI will designate an employee as the DI Program Director.
- G. The Supervised Practice Site will designate one of its employees as the Preceptor to work with the Program Director and have overall responsibility for the conduct of the clinical program.
- H. The Preceptor assigned by the Supervised Practice Site with the responsibility of training and evaluating interns under this Agreement shall not be considered employees of LWDI for any purpose or entitled to any remuneration from LWDI. Such individuals shall remain at all times employees or independent contractors of the Supervised Practice Site.
- I. There shall be no publication of any material relative to the supervised practice experience by either party, their employees, agents and interns unless approved in advance for release by both LWDI and the Supervised Practice Site. Neither party shall use the other's name or service mark which is reasonably likely to suggest that the parties are affiliated beyond this Agreement.
- J. During training at the Supervised Practice Site, interns will be under the jurisdiction and supervision of Supervised Practice Site officials for training purposes and will follow Supervised Practice Site rules, applicable laws, regulations, and policies. Interns will be expected to conduct themselves in a professional manner such that their attire and their appearance conform to the accepted standards of the Supervised Practice Site.

II. Responsibility of LWDI.

A. Develop, organize and implement the DI program curriculum to meet the criteria of the New York State Education Department and essentials of ACEND for an approved education program.

B. Assign to the Supervised Practice Site only those interns who have satisfactorily completed the prerequisite portion, if any, of the curriculum.

- C. Maintanin all intern academic records.
- D. Furnish the Preceptor with supervised practice assignments and such other records as may be necessary for an effective learning experience in the fieldwork setting.
- E. Require each intern to carry health insurance covering accident and sickness and provide documentation of this coverage to the Supervised Practice Site prior to the beginning of the internship.
- F. Require each intern to provide proof of medical history and physical examination, health insurance, required immunizations, drug testing and background checks as required by the Supervised Practice Site.
- G. Hold interns responsible for adhering to time schedules, policies and procedures of the Supervised Practice Site.
- H. Respond promptly to inquiries, concerns or reasonable requests of the Preceptor.
- I. Advise interns to respect and preserve in accordance with law the confidential nature of all information relating to patients or public school students at the Supervised Practice Site
- J. Notify the Supervised Practice Site of any cancellation or change of assigned interns as soon as LWDI is aware of such an occurrence.
- K. Enforce the rules and regulations governing interns that are mutually agreed upon by LWDI and the Supervised Practice Site.
- L. Require liability insurance coverage of interns and provide proof of such coverage consistent with state requirements to the Supervised Practice Site

III. Responsibilities of the Supervised Practice Site.

A. Provide supervised experience for assigned interns within the Supervised Practice Site's scope of service, which will allow the most appropriate learning experience and the completion of assignments.

- B. Provide experience, as feasible, in multidisciplinary team participation that would permit interns to appreciate the role of other members of the health care team.
- C. Provide emergency medical care for interns as necessary. The usual and customary billing procedure will apply in such cases.
- D. Provide a confidential area for intern/supervisor conferences.
- E. Notify LWDI of cancellation of space for interns. Except in unusual circumstances, such cancellations should not occur within two months of the beginning of an assigned intern's fieldwork.
- F. Maintain complete records on each intern's performance and provide an evaluation to LWDI on forms provided by LWDI immediately following the completion of the intern's supervised practice and to discuss jointly with LWDI Program Director any intern problem arising during the course of the supervised practice experience. The Supervised Practice Site has the right to dismiss any intern whose condition or conduct jeopardizes the wellbeing of the patients/clients or employees of the Supervised Practice Site after prior consultation with the Program Director.
- G. Upon reasonable request, permit the inspection of the clinical facilities, services available for clinical experiences, intern records and such other items pertaining to the program by LWDI or agencies charged with the responsibility for accreditation of the curriculum.
- H. Supervised Practice Site shall not assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the written approval of LWDI.
- I. Notwithstanding any other provision of this Agreement, the Supervised Practice Site remains responsible for ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of Federal, State and local statutes, rules and regulations.
- **IV. Governing Law**. This Agreement shall be governed by and construed under the laws of the State of Mississippi which shall be the forum for any lawsuit arising from or incident to this Agreement.

- **V. Severability.** In the event one or more clauses of this Agreement are declared illegal, void or unenforceable, that shall not affect the validity of the remaining portions of this Agreement.
- **VI. Waiver.** The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from the Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.

VII. Term of Agreement.

Lagniappe Wellness Dietetic

A.This Agreement shall be effective when executed by both parties for a period of 5 year(s) and may be renewed for additional terms upon the exchange of a simple letter agreement signed by both parties referencing this Agreement.

B. Either party shall have the right to terminate this Agreement upon three (3) months written notice to the other; however, any current interns on site will be permitted to complete their existing rotation.

internsnip
DATED:
Signature
Robin Schenk MS RD CDN CEO Lagniappe Wellness LLC
SUPERVISED PRACTICE SITE – FULLERTON SCHOOL DISTRICT
DATED:
Signature
Michael Burns Director, Nutrition Services, Fullerton School District

DATE: July 28, 2020

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

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

PREPARED BY: Michael Burns, Director, Nutrition Services

SUBJECT: APPROVE/RATIFY RENEWAL OF EMS-ISITE SOFTWARE SCHOOL

NUTRITION NETWORK, HARDWARE, SUPPORT, AND MAINTENANCE AGREEMENT BEGINNING JULY 1, 2020 THROUGH JUNE 30, 2021

<u>Background:</u> 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.

Funding: Total cost not to exceed \$1,990.00 and is to be paid from the Nutrition Services

Budget.

Recommendation: Approve/Ratify renewal of EMS-ISITE software school nutrition network,

hardware, support, and maintenance agreement beginning July 1, 2020 through

June 30, 2021.

RC:MB:tg

DATE: July 28, 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 RENEWAL OF HARRIS SCHOOL SOLUTIONS SOFTWARE,

HARDWARE, SUPPORT, AND MAINTENANCE AGREEMENT FOR THE

2020/2021 YEAR

<u>Background:</u> 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 requirements. 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.

Funding: Cost not to exceed \$41,472.50 and to be paid from Nutrition Services fund.

Recommendation: Approve renewal of Harris School Solutions software, hardware, support, and

maintenance agreement for the 2020/2021 year.

RC:MB:tg Attachment



June 1, 2020

From: Chastity Vore

Harris School Solutions | 2429 Military Road, Suite 3 | Niagara Falls | NY | 14034

To: FUL902-Fullerton School District

389 West Truslow Ave. | Fullerton | CA | 92832

Dear Fullerton School District:

Below is a quote for the annual maintenance and support renewal for the eTrition 7 software, provided by Harris School Nutrition Solutions, currently in use by Fullerton School District ("Purchaser") in Fullerton, CA. This quote is valid for thirty (30) days from the date of this notice. All invoices for annual maintenance are subject to the Annual Software Support Maintenance Terms & Conditions, which can be found at: https://schoolnutritionsolutions.na2,teamsupport.com.

Qty	Description	Period	Unit Price	Total Annual Maintenance Cost
1	eOfficeSuite - Accounts Payable	July 2020 – June 2021	\$1,546.96	\$1,546.96
1	eOfficeSuite - Inventory	July 2020 – June 2021	\$1,546.96	\$1,546.96
1	eOfficeSuite - Purchase Orders	July 2020 – June 2021	\$816.29	\$816.29
1	PLSS001: eTrition 7 Central - SaaS	July 2020 – June 2021	\$0.00	\$0.00
20	PLSS100: eTrition 7 POS Site License w/1 Serv Line (Per Site)	July 2020 – June 2021	\$926.78	\$18,535.64
17	PLSS101: eTrition 7 POS Serving Line (Per add'l serving line)	July 2020 – June 2021	\$616.00	\$10,472.02
1	PLSS131: eTrition 7 RocketScan Integration Module	July 2020 – June 2021	\$1,847.39	\$1,847.39
1	PLSS241: eTrition 7 Accounts Receivable	July 2020 – June 2021	\$950.00	\$950.00
1	PLSS251: eTrition 7 General Ledger	July 2020 – June 2021	\$3,347.61	\$3,347.61
1	PLSS800: eTrition 7 Direct Cert Matching Module - SaaS	July 2020 – June 2021	\$556.07	\$556.07
1	PLSS805: eTrition 7 External Payment System - SaaS (MySchoolBucks)	July 2020 – June 2021	\$1,853.56	\$1,853.56
TOTA	\$41,472.50			

^{*}Items with different renewal Periods, noted above, will be invoiced separately. License totals based on current usage. This agreement excludes local and federal taxes. These are due and payable by the Purchaser, where applicable. *





Best regards,

Chastity Vore

Team Lead, Support Services

E: cvore@harriscomputer.com

P: 877-387-4846 x 417





In signing this agreement in the space provided below, the Purchaser acknowledges their acceptance of the purchase and agree with the terms of this sale as set forth above.

Once signed, please email this document to N. Harris Computer Corporation: cvore@harriscomputer.com

^{**}None of the information provided on this quoting document is intended, nor may it be interpreted, to vary or modify in any way the terms and conditions, including prices, contained elsewhere in this Quote or in the applicable Terms & Conditions established at https://schoolnutritionsolutions.na2.teamsupport.com.

^{**}An invoice will be generated separately, once the approved quotation is received. Please do not issue payment until invoice is received.

DATE: July 28, 2020

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

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

PREPARED BY: Michael Burns, Director, Nutrition Services

SUBJECT: APPROVE/RATIFY RENEWAL OF PIGGYBACK CONTRACT BETWEEN

FULLERTON SCHOOL DISTRICT AND P&R PAPER SUPPLY FROM SADDLEBACK UNIFIED SCHOOL DISTRICT - BEACH CITIES COOPERATIVE BID NO. 18-01 FOR PAPER PRODUCTS DELIVERY

SERVICE DURING THE 2020/2021 SCHOOL YEAR

Background: Public Contract Code Section 20118 and California Ed Code section 17596

provides authority for the governing board of a school district to purchase from another public agency without going to bid if the board determines it to be in the

best interest of said district to utilize a bid from another district.

This contract for services is for a one-year term of July 1, 2020 through June

30, 2021. Agreement documentation is available for review in the

Superintendent's office.

Rationale: Pursuant to Section 20118 of the Public Contract Code, the Board of Trustees

of the Fullerton School District determines it is in the best interest of the District to contract for services using the Saddleback Unified School District - Beach Cities Cooperative Piggybackable Bid No. 18-01 for the distribution of paper

products delivery service for the 2020/2021 school year.

Funding: Nutrition Services Funds.

Recommendation: Approve/Ratify renewal of piggyback contract between Fullerton School District

and P&R Paper Supply from Saddleback Unified School District - Beach Cities

Cooperative Bid No. 18-01 for paper products delivery service during the

2020/2021 school year.

RC:MB:tg

DATE: July 28, 2020

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

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

PREPARED BY: Michael Burns, Director, Nutrition Services

SUBJECT: APPROVE/RATIFY NEW PIGGYBACK CONTRACT BETWEEN FULLERTON

SCHOOL DISTRICT AND GALASSO'S BAKERY, FROM GARDEN GROVE UNIFIED SCHOOL DISTRICT RFP NO. 1806 FOR FRESH BREAD AND

BAKERY PRODUCTS FOR THE 2020/2021 SCHOOL YEAR

Background: Public Contract Code Section 20118 and California Ed Code section 17596

provides authority for the governing board of a school district to purchase from another public agency without going to bid if the board determines it to be in the

best interest of said district to utilize a bid from another district.

This contract for services is for a one-year term of July 1, 2020 through June

30, 2021. Piggyback documentation is available for review in the

Superintendent's office.

Rationale: Pursuant to Section 20118 of the Public Contract Code, the Board of Trustees

of the Fullerton School District determines it is in the best interest of the District to contract for services using the Garden Grove Unified School District RFP No.

1806.

Funding: Nutrition Services Fund.

Recommendation: Approve/Ratify new piggyback contract between Fullerton School District and

Galasso's Bakery, from Garden Grove Unified School District RFP No. 1806 for

fresh bread and bakery products for the 2020/2021 school year.

RC:MB:tg

DATE: July 28, 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/RENEW THE PIGGYBACK BETWEEN FULLERTON SCHOOL

DISTRICT AND TORRANCE UNIFIED SCHOOL DISTRICT BID NO. 10-04-09-19 FOR CLASSROOM AND OFFICE FURNITURE FROM VARIOUS

VENDORS

Background: The Fullerton School District would like to renew the piggyback with Torrance

Unified School District Bid No. 10-04-09-19 for the purchase of classroom and office furniture awarded to CM School Supply, Culver-Newlin, ELB Education,

Lakeshore Learning, McDowell-Craig, MeTEOR Education, and Office

Solution. This bid provides competitive pricing and has been made available for use to all public agencies and school districts. Staff has determined that it is in the best interest of the District to utilize Bid No. 10-04-09-19 through May

5, 2021.

Rationale: Per the provisions of Public Contract Code §20118, the governing board may

authorize by purchase order or contract the purchase of equipment, materials or supplies without advertising for bids, if the board has determined it to be in the best interest of the district. Approval of this request will allow the district to utilize cost-effective means of purchasing classroom and office furniture as

required throughout the district.

Funding: Total purchases are not to exceed \$600,000 and to be paid by the appropriate

fund.

Recommendation: Approve/Renew the piggyback between Fullerton School District and Torrance

Unified School District Bid No. 10-04-09-19, for classroom and office furniture

from various vendors.

RC:MM:mg

DATE: July 28, 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/RENEW THE PIGGYBACK BID FOR THE PURCHASE, LEASE,

RELOCATION, DISMANTLING, AND REMOVAL OF DIVISION OF STATE ARCHITECT (DSA) APPROVED PORTABLE BUILDINGS FROM ELITE MODULAR LEASING AND SALES, INC FROM SAVANNA SCHOOL

DISTRICT BID SSPU, #40-09/2016-17

Background: The Savanna School District has awarded a piggybackable bid for the

purchase, lease, relocation, dismantling, and removal of division of state architect (DSA) approved portable buildings to Elite Modular Leasing and Sales, Inc. The Fullerton School District would use this piggybackable in the future, as needed for the purchase, lease, relocation, dismantling and removal of portable buildings districtwide, through January 2021. District staff has determined that the contract awarded to Elite Modular Leasing and Sales, Inc.

by the Savanna School District meets the needs of the District.

Rationale: Per the provisions of Public Contract Code §20118, the governing board may

authorize by purchase order or contract the purchase of equipment, materials or supplies without advertising for bids, if the board has determined it to be in the best interest of the district. Approval of this request will allow the district to utilize cost-effective means of purchasing modular buildings as required

throughout the district.

Funding: Total purchases are not to exceed \$600,000 and to be paid by the appropriate

fund.

Recommendation: Approve/Renew the piggyback bid for the purchase, lease, relocation,

dismantling, and removal of Division of State Architect (DSA) approved portable

buildings from Elite Modular Leasing and Sales, Inc. from Savanna School

District Bid SSPU, #40-09/2016-17.

RC:MM:SS

DATE: July 28, 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/RENEW THE PIGGYBACK FROM PLACENTIA-YORBA LINDA

UNIFIED SCHOOL DISTRICT BID NO. 218-09 JANITORIAL SUPPLIES

FROM GLASBY MAINTENANCE SUPPLY

Background: Placentia-Yorba Linda Unified School District's Bid No. 218-09 for the

purchase of Janitorial Supplies from Glasby Maintenance Supply provides competitive pricing and has been made available for use to all public agencies and school districts. District staff has determined that it is in the best interest of the District to utilize Bid No. 218-09. The current bid was valid through June 30, 2020, and Placentia-Yorba Linda Unified School

District (PYLUSD) has extended it to October 10, 2020. PYLUSD has plans to

send out a new bid in September, and it too will be piggybackable.

Rationale: Per the provisions of Public Contract Code §20118, the governing board may

authorize by purchase order or contract the purchase of equipment, materials or supplies without advertising for bids, if the board has determined it to be in the best interest of the district. Approval of this request will allow the district to

utilize cost-effective means of purchasing janitorial supplies as required

throughout the district.

Funding: Total purchases are not to exceed \$600,000 and to be paid by the appropriate

fund.

Recommendation: Approve/Renew the piggyback from Placentia-Yorba Linda Unified School

District Bid No. 218-09, for Janitorial Supplies from Glasby Maintenance

Supply.

RC:MM:mg

DATE: July 28, 2020

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

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

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

SUBJECT: AWARD A CONTRACT TO KYA SERVICES, LCC. PURSUANT TO THE

STATE OF CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
CONTRACT NUMBER 4-20-78-0089C, FOR THE PURCHASE OF
FLOORING MATERIALS, PLAYGROUND EQUIPMENT AND SPORT

SURFACE-SYNTHETIC TRACK

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 those products, equipment, services and prices by the District as required.

these products, equipment, services and prices by the District as required.

The District's Purchasing Department has considered procurement methods for

the purchase of flooring materials, playground equipment, sport surface synthetic track and related items, and finds that, it is in the best interest of the District to procure those items utilizing the CMAS contract number 4-20-78-

0089C. This contract expires on February 10, 2025.

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 flooring as required throughout the

district.

Funding: Total purchases are not to exceed \$600,000 and to be paid by the appropriate

fund.

Recommendation: Award a contract to KYA Services, LCC, pursuant to the State of California

Multiple Award Schedules (CMAS) contract number 4-20-78-0089C, for the purchase of flooring materials, playground equipment and sport surface

synthetic track.

RC:MM:SS

DATE: July 28, 2020

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

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

PREPARED BY: John Caldecott, Interim Director, Classified Personnel Services

SUBJECT: APPROVE CLASSIFIED TUITION REIMBURSEMENT

<u>Background:</u> Costs incurred by classified employees due to class or workshop attendance

are reimbursed pursuant to contract language. Reimbursement is approved for coursework that improves employee skills or is of benefit to the District.

Kevin Kobayashi - CompTIA CertMaster CE for A+ Core Series

Total amount payable to Kevin Kobayashi - \$129.00

Rationale: The Tuition Reimbursement Program offers an opportunity for professional

growth to classified employees. Acceptable proof of incurred costs and program completion are also required and verified by Classified Personnel.

Funding: Employee reimbursements are funded from the District's Classified

Employees' Tuition Reimbursement (Unrestricted General Fund) for the 2020/2021 fiscal year. \$5,000 is a contract language mandate and is

budgeted annually for such expenses.

Recommendation: Approve Classified tuition reimbursement.

CH:JC:ef

DATE: July 28, 2020

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

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

SUBJECT: APPROVE PURCHASE OF HOTSPOTS FROM VERIZON WIRELESS FOR

DISTRICT-PROVIDED INTERNET FOR 2020/2021 SCHOOL YEAR

Background: The District feels that we may need more hotspots as students come back to

distance learning. With attendance being taken and a focus on synchronous lessons we feel that there will be an increased demand for district-provided Internet. The District has already been purchasing from Verizon on a different purchase

agreement.

Rationale: Verizon Wireless has an offer that would allow us to purchase more Internet

hotspots and other items at a lower cost than we can get without the contract. The District feels that we may need more Hotspots and we want to be prepared to make

immediate purchases at a discount.

Funding: Total cost is not to exceed \$100,000 and will be paid from Learning Loss Mitigation

Funding.

Recommendation: Approve purchase of hotspots from Verizon Wireless for district-provided internet for

2020/2021 school year.

JD:kv

Attachment

VERIZON WIRELESS LIMITED DISTANCE LEARNING AUTHORIZED CUSTOMER AGREEMENT

This agreement ("Authorized Customer Agreement" or "Agreement") is made by and between Cellco Partnership d/b/a Verizon Wireless, on behalf of itself and those of its affiliates providing services under this agreement ("Verizon Wireless") and Fullerton School District _______, having its principal place of business at 1401 w. Valencia Dr. Fullerton, CA 92833 ("Authorized Customer" or "Customer"), a qualifying California School.

Whereas Verizon and Authorized Customer have agreed to the sale of the negotiated "ANYTIME-ANYWHERE LEARNING INITIATIVE" DATA PLAN and EQUIPMENT OFFERING(S)" to Authorized Customer under the terms and conditions of this agreement.

NOW THEREFORE, in consideration of the mutual promises and conditions set forth herein, and intending to be legally bound, the Parties hereto agree as follows:

Definitions:

- 1. **Effective Date:** The date that this Agreement is signed by the last Party to sign below.
- **2. Equipment:** Equipment necessary to provide the "ANYTIME-ANYWHERE LEARNING INITIATIVE" DATA PLAN. Only the Equipment set forth in this Agreement is available for purchase from Verizon Wireless.
- **3.** Legal Notice: A written communication given by one Party to the other that advises of a dispute under or termination of this Agreement, or that is otherwise required by this Agreement.
- **4. Products and Services:** The plans, features, and products and services that Verizon Wireless will provide under this Agreement, as described in this Agreement.
- 5. Wireless Service: The "ANYTIME-ANYWHERE LEARNING INITIATIVE" data service and plan.

Term of Agreement: This Agreement term shall commence on the Effective Date. The term shall continue until the end of the COVID-19 Declaration of Emergency, as determined by the Governor of the State of California, or June 30, 2021, whichever occurs last. It is expressly understood and agreed that neither Party has any right or expectation of renewal beyond the term of this Agreement as stated above and that either Party may decide in its sole discretion to not renew this Agreement.

Purchases by Customer: The Special Provisions of Amendment 2 to Los Angeles Unified School District ("LAUSD") Contract No. 4400007482 – Amendment 2, effective May 26, 2020 negotiated rates for the "ANYTIME-ANYWHERE LEARNING INITIATIVE" DATA PLAN and EQUIPMENT OFFERING(S), and the rates may be made available to public kindergarten through 12th grade schools within the State of California ("CA Schools"), subject to the following. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for Data Plan equipment and services provided under this Authorized Customer Agreement. LAUSD will not be responsible for payments for Data Plan services provided to any individual Authorized Customer under this Authorized Customer Agreement. Authorized Customer understands and agrees that it is only a beneficiary of the pricing under the LAUSD Agreement for the products and services described in this Agreement, and no other provision.

Purchases made under this Authorized Customer Agreement will only be used to support public kindergarten through 12th grade schools within the State of California. Verizon Wireless reserves the right to terminate this Authorized Customer Agreement if it is determined that the Authorized Customer does not qualify as a public kindergarten through 12th grade school within the State of California. Authorized Customer must provision the Data Plan with Mobile Device Management software to ensure CIPA Compliance.

In order for the Authorized Customer to benefit from pricing under the LAUSD Agreement, the Authorized Customer agrees to the disclosure of limited account information as part of the contractual reporting requirements to LAUSD.

Customer must provide to Verizon Wireless written notice of those individuals in Customer's agency that have legal authority to purchase Equipment, Wireless Service, and Products and Services under this Agreement (these are your "Points of Contact"). Unless Customer tells Verizon Wireless otherwise, these Points of Contact will have full authority to handle all matters related to this Agreement, including authorizing or blocking Customer's employees from purchasing particular Products and Services. The person signing this Agreement shall automatically be designated as a Point of Contact. Customer can designate a third party



to act as its Point of Contact as long as Customer signs Verizon Wireless's letter of agency naming the third party and indicating the scope of its authority.

Monthly Bills: Customer's billing and shipping addresses must be in Verizon Wireless's licensed service area. Verizon Wireless will bill Customer monthly, and Customer is responsible for paying all fees, charges, Taxes and Surcharges (as defined in the "Taxes; Surcharges; Exemptions" section below). Verizon Wireless generally bills monthly access fees and feature charges for the current month of service, and airtime overage and other usage charges in arrears.

Disputed Charges: Customer must dispute any charges within 180 days of the due date of the bill by giving Verizon Wireless written notice, including the date of the bill, the disputed amount, the reason for the dispute, and any supporting documentation. Verizon Wireless will make a good faith effort to reconcile the dispute within 60 days of the date of Customer's notice.

Payment Terms: Customer is required to pay undisputed charges within 30 days of the date of each bill.

Failure to Pay: If Customer fails either to make a payment on time or to dispute charges as required, Verizon Wireless may block Customer's use of the Product and Service or take action as set forth in the applicable Service Attachment.

Taxes; Surcharges; Exemptions: If Verizon Wireless is legally required to collect taxes, fees, assessments or other charges, or if a roaming partner charges a tax (each, a "Tax"), then Verizon Wireless will bill Customer for those Taxes. If Verizon Wireless incurs an expense to comply with legal or governmental requirements, or to provide or improve service to our customers (other than a net income tax), Verizon Wireless may bill a surcharge to recover or offset that expense (a "Surcharge"). Taxes and Surcharges may change from time to time. If Customer provides Verizon Wireless with an official Tax exemption certificate or with other evidence of exemption that Verizon Wireless finds acceptable, then Verizon Wireless will not collect Taxes covered by the exemption, except those charged by a roaming partner. If, however, Customer asks Verizon Wireless to apply an exemption and the exemption is later found not to apply, Customer will be responsible to pay the uncollected Tax, plus interest and any penalties, to the extent permitted by applicable law, regulations and/or ordinances. Verizon Wireless does not issue credits for Taxes billed before Verizon Wireless receives evidence of exemption.

LIMITATION OF DAMAGES: NEITHER PARTY, NOR ITS AGENTS OR VENDORS, SHALL BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES OR AGENTS FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER SUCH DAMAGES ARE CLAIMED FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHER THEORY, AND REGARDLESS OF WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES UNLESS APPLICABLE LAW FORBIDS A WAIVER OF SUCH DAMAGES. UNLESS DIRECTLY CAUSED BY THE WILLFUL MISCONDUCT OF VERIZON WIRELESS, VERIZON WIRELESS SHALL NOT BE LIABLE TO CUSTOMER, ITS EMPLOYEES OR AGENTS FOR INJURY TO PERSONS OR PROPERTY, LOSSES (INCLUDING ANY LOSS OF BUSINESS), DAMAGES, CLAIMS OR EXPENSES OF ANY KIND CAUSED DIRECTLY OR INDIRECTLY BY (1) THE EOUIPMENT; (2) SOFTWARE OR APPLICATIONS ON OR USED WITH THE EOUIPMENT OR WITH WIRELESS SERVICE (OR THE USE OR LOSS OF USE THEREOF); (3) LOSS OF OR WRONGFUL ACCESS TO DATA STORED BY VERIZON WIRELESS; OR (4) ANY INTERRUPTION OF WIRELESS SERVICE. IN NO EVENT SHALL VERIZON WIRELESS OR ITS VENDORS BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR EQUIPMENT, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES.

Confidentiality: DATA PLAN and EQUIPMENT pricing provided by Verizon Wireless will be kept 100% confidential and not released publicly in any manner unless otherwise required by law. Release of DATA PLAN and EQUPMENT pricing to CA Schools is exempt from this Confidentiality provision.

Assignment: Any assignment requires the Parties' prior written consent. The Parties agree that this Agreement shall be for the benefit of and binding on our respective successors and permitted assigns.

Force Majeure: Any failure by Verizon Wireless to perform shall be excused if caused by failure of a third-party wireless or telecommunications provider serving a particular area, power failure, national emergency, interference by any governmental agency, act of God, strike or other labor disturbance, fire, terrorism, riot, war, or any other cause beyond Verizon Wireless's reasonable control.



Notices: Verizon Wireless will provide notice of most issues related to Customer's use of the Equipment, Wireless Service or the Products and Services via mail or e-mail to Customer's Point of Contact, or via a message with Customer's monthly bill. Any Legal Notice required by this Agreement must be given in writing and delivered by registered or certified mail or express courier to the receiving Party's address and will be deemed effective upon delivery. Legal Notice, should be sent to the following addresses

If to Customer: Fullerton School District

Customer

Contact Name: Jeremy Davis

Title:
Address
Assistant Superintendent of Innovation and Instructional Support

Address 1401 W. Valencia Dr.

Fullerton, CA. 92833

If to Verizon:

Verizon Wireless

Director- Contract Mgmt., State & Local Government 10170 Junction Drive, Floor 02 Annapolis Junction, MD 20701

Governing Law; Venue; Jurisdiction: Both Parties agree that the laws of the State of California shall govern the validity, construction and performance of this Agreement.

Waiver; Severability; Survival: No provision of this Agreement shall be considered waived unless both Parties agree in writing to such waiver. Either Party's forbearance or delay in enforcing any right under this Agreement shall not be construed as a waiver of such right. If a court of competent jurisdiction holds any provision of this Agreement invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. Termination of this Agreement shall not affect either Party's accrued rights or obligations under this Agreement as they exist at the time of termination, or any rights or obligations that either expressly or by implication continue after this Agreement has ended.

Counterparts: Verizon Wireless and Customer can each execute a counterpart version of this Agreement. When delivered to the other Party, each shall be deemed to be an original and all versions together shall constitute one instrument. An electronic or facsimile copy of the executed Agreement shall be deemed, and shall have the same legal effect as, an original document.

Entire Agreement: The terms and conditions of this Agreement constitute the entire agreement between the Parties with respect to this subject matter. This Agreement, including any exhibits, schedules, and attachments, supersedes any and all prior agreements and understandings on the subject matter of this Agreement. There are no other oral or written understandings or agreements between the Parties relating to the subject matter of this Agreement. This Agreement shall not be amended or modified, including by a purchase order, unless both Parties agree in writing.

The undersigned is duly authorized by the Authorized Customer to designate the "Authorized Contacts" ("Exhibit C"), who are authorized to take action with respect to the account established with Verizon Wireless to purchase equipment, add lines of service, cancel lines of service, and make changes to the account that financially bind the Authorized Customer to the terms and conditions of this Authorized Customer Agreement.

SIGNATURES				
Each Party represents and warrants to the other that: (a) it is in good standing under the laws of the state of its incorporation or formation; (b) the				
execution, delivery and performance of this Agreement have been duly authorized by all necessary company action to the extent applicable; and (c) the				
person signing this Agreement on its behalf is duly		-		
Customer: Fullerton School Dist	rict	Cellco Partnership d/b/a Verizon Wireless		
Signature:	Date:	Signature:	Date:	
Printed Name:		Printed Name:		
Title:		Title:		



Exhibit A

DATA PLAN AND EQUIPMENT OFFERING(S)

DATA PLAN:

Custom 4G Unlimited Machine-to-Machine Plan – COVID 19 Distance Learning Government Liable Subscribers Only on Customer Provided Equipment The plan below reflects the monthly access charge and no additional discounts apply. Monthly Access Fee \$10.00 Unlimited Domestic Data Allowance

NOTE: Coverage includes the Verizon Wireless 4G network. Data usage on this rate plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event of network congestion data usage on a line may result in slightly slower download speeds relative to another user. To ensure users are able to maximize their high-speed data use for business/educational applications, video applications will stream at 480p. Only 4G LTE devices approved for use on Verizon Wireless' network can be activated on this plan. This plan is available until the Coronavirus (COVID-19) Pandemic National Emergency has been lifted. Customer Provided Equipment is limited to devices purchased directly through an Original Equipment Manufacturer or from Verizon Wireless as the cost designated in the Authorized Customer Agreement,

EQUIPMENT OFFERING(S):

• Verizon 900L Jetpack Device is available for \$57.00 per device (SKU#: MHS900L).

OPTIONAL OFFERING(S):

The following solution exhibits are Optional Offering(s). These solutions are recommended by Verizon to provide filtering, security, and compliance functionalities. Please work directly with your Verizon Account Manager for ordering and implementation.

Asavie Moda is a network-based "all-in-one" web portal security and data management solution that enables organizations to easily and effectively manage security and productivity, along with rich reporting insights on all their mobile devices.

The Asavie Moda solution extends the security provided by the customer's Mobile Device Management platform into the network by delivering real-time visibility, control and security of the data in transit for any mobile device.

Asavie Moda
Government Customers Only
The price below reflects the monthly access discounts. No addition

nal discounts apply.

Description	SKU Name	Plan ID	Quantity	Annual	Monthly
			1-199	\$80.92	\$7.49
¹ Asavie Moda for MPN Gov Customers	ModaMPNG		200-499	\$68.85	\$6.38
		677970 (Annual)	500-999	\$60.75	\$5.63
		677971 (Monthly)	1000-2499	\$52.65	\$4.88
		, ,,,	2500-9999	\$48.60	\$4.50
			10000+	\$40.50	\$3.75

Notes. Asavie Moda is an all-in-one web portal that is an easy to deploy security and data management solution for an entire mobile estate.

¹Asavie Moda for MPN Gov Customers - **Does** require customers to use pricing and equipment in accordance with the Private Network terms and conditions as your contract allows.

Products shown or referenced are provided by Asavie Technologies, Inc. ("Asavie"), a Verizon Partner Program Member, which is solely responsible for the representations and the functionality, pricing and service agreements. Asavie can connect to several different systems including cloud based and server based applications. Customer may purchase Asavie licenses and services ("Asavie Services"), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the Asavie Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. Asavie Services are manufactured by Asavie Technologies, Inc. Any license for Asavie Services must be obtained directly from Asavie either upon purchase or installation of the Asavie Services. Asavie Services



are subject to Asavie terms and conditions and can be viewed here: https://support.moda.us.asavie.com/About/eulagreement-government.htm. Verizon Wireless will direct Asavie to fulfill Customer's Asavie Services order. Customer support for Asavie Services must be obtained directly from Asavie Technologies, Inc. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to Asavie Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate Asavie representatives.

• Verizon Wireless Private Network (Private Network) is a comprehensive solution that joins wireless devices to the organization's internal IP network using a dedicated connection that isolates data from the public Internet. It extends a corporate IP network to wireless devices, while enabling your IT department to maintain the control and manageability that it needs. With Private Network, organizations can take charge of their evolving networks by:

Avoiding the exposure of wireless devices and internal networks to the inherent risks of solicited public Internet traffic.

- Controlling which wireless devices can connect to the network.
- Controlling which network resources the wireless devices and machines can access.
- Leveraging the convenience of mobility and wireless technologies to introduce new opportunities.

With Private Network, organizations can add devices to their own internal networks, with their own IP addressing, to be managed by their own support personnel. This empowers them to make wireless solutions part of their infrastructure and extend their core-computing networks farther, faster and easier. Private Network is also compatible with Verizon Mobile Device Manager. And organizations can be confident knowing that their Private Network is backed by the coverage, speed and reliability of Verizon. We can help organizations make the most of wireless communications to securely and cost-effectively power their networks.

Private Network/Dynamic Mobile Network Routing (DMNR)/Service Based Access(SBA) Static IP – Isolated Pool w/Fixed End System (FES) [Internet Restricted]						
The Account Set-Up Fees below reflect any applicable discount. No additional discounts apply. Mobile Broadband and metered data plans or features only						
Configuration	Cost					
Per Account FES Connect Set-Up (One time fee)			\$1500.00			
	Private Network Private Network with Only DMNR SBA Static IP Only					
Per Account Level Set-Up (One time fee)	Waived \$250.00 \$250.00 Waived					
DMNR or SBA (Per build) \$250.00 (Adding to existing Private Network Only)						

Note: Set-Up fees apply to new Private Network/DMNR/SBA builds (Verizon Home Agent Portal (VHAP)). This applies to New Private Networks built as Standard, Parent or Child. Subscribers that are placed into this pool will be limited to utilizing the Verizon Wireless Network for transport to and from their FES connections to the Verizon Wireless Network. Static IP addresses will be available on remote access, Mobile Broadband and Unlimited metered data plans or features only. Fees may not apply in certain VPN environments. Fees are per account level (regardless of the number of IPs ordered) selecting Static IP, and may apply in addition to \$1500.00 Connect Fee in certain configurations. Does not include MPLS.

Static IP: Fees are per account level (regardless of the number of IPs ordered). Static IP addresses will be available on remote access, Mobile Broadband and metered data plans or features only. Static IP addresses may be reserved and should be assigned to the mobile numbers within 90 days. De-activated Static IP addresses will go into an "ageing pool" for 24 hours. After 24 hours, these Static IP addresses will be returned to reserved status for the account. Reserved Static IP addresses will be shown at the account level and can be viewed from the billing system. Feature activations will be stored in the "data warehouse" database along with the Static IP Address for reporting. A Static IP address is associated with the device's MDN (Mobile Dialing Number). Each time the subscriber initiates a data session the Static IP address that is associated with their MDN is assigned to their device for each session. Subscribers completing an ESN (Electronic Serial Number) change will retain their Static IP address.

Eligible 3G/4G data service: Mobile Broadband, Mobile Broadband Wireless Router, Telemetry (M2M), Wireless Email, or usage-based Megabyte pricing. DMNR and SBA are optional features that can co-exist on a Customer's Private Network profile.



Exhibit B WIRELESS SERVICE ATTACHMENT

This Wireless Service Attachment to the Agreement (the "Wireless Service Attachment") sets forth additional terms and conditions specific to Wireless Services to be provided by Verizon Wireless to Customer hereunder, and is made part of the Agreement. Any capitalized but undefined terms used in this Wireless Service Attachment shall have the meanings given such terms in the Agreement.

Customer and Verizon Wireless agree that: (i) except to the extent expressly provided otherwise in this Wireless Service Attachment, all of the terms and definitions of the Agreement are applicable to Customer's use of the Wireless Service and are incorporated by reference into this Wireless Service Attachment and into any related exhibit, attachment, or schedule, and (ii) the Parties do not intend to modify the terms and conditions of the Agreement except as applicable to the Wireless Services hereunder.

1. **Definitions:** The definitions in the Authorized Customer Agreement are incorporated herein by reference.

2. Line Term and Termination

- **2.1. Failure to Pay:** If Customer fails either to make a payment on time or to dispute charges as required under the Agreement, Verizon Wireless may upon notice suspend or terminate Wireless Service to some or all of Customer's M2M Lines or deny any new line activations.
- **2.2. Termination of Agreement:** Verizon Wireless may at its sole discretion continue to provide Wireless Service to any M2M Lines still active after the Agreement has been terminated, but Verizon Wireless may remove any custom Products and Services, and other benefits of the Agreement. Any continuation of Wireless Service is subject to the terms and conditions of the Agreement and any Attachments on a month-to-month basis until such Wireless Service is terminated by providing the other Party with 30 days' prior Legal Notice
- 3. Rates and Charges: The rates and charges, the, data (including M2M service) and messaging allowances, and the Wireless Service coverage area for each M2M Line are determined by the Products and Services that Customer selects for each line. Verizon Wireless may offer Customer custom Products and Services, the terms and conditions of which are described in the Agreement. Some Products and Services may have restrictions on the type of Equipment that can be used with them. Unless Customer directs Verizon Wireless to switch the plan or feature, Verizon Wireless will not change the monthly access fees, or the non-promotional voice, data, and messaging allowances during the Line Term. Verizon Wireless may, however with 30 days' prior written notice, change rates, charges and fees, such as charges for options, features, and applications. If a line of Wireless Service is no longer under a Line Term, or if Customer changes or upgrades Equipment, or assumes liability for another line of Wireless Service, Customer will have to change to current Products and Services for that line. It may take us up to 90 days to implement this Agreement.

4. Equipment

- **4.1. Equipment Purchased from Verizon Wireless:** Customer may purchase Equipment from Verizon Wireless at a discount, subject to the requirements for such discount. Equipment and accessories cannot be purchased at discounted prices for the purpose of resale. Customer must activate any discounted Equipment on Verizon Wireless's network within 30 days of receipt Inappropriate reselling of discounted Equipment or accessories is considered a breach of the Agreement and this Attachment.. Violation of this section may, in the sole discretion of Verizon Wireless, result in the (a) limitation or discontinuance of the sale of Equipment at a discount; (b) termination of M2M Lines; (c) termination of the Agreement upon Legal Notice; (d) charging of the difference between the discounted price Customer paid and the full retail price of the Equipment; and (e) pursuit of such other legal or equitable remedies.
- **4.2. Shipping; Risk of Loss; Acceptance:** Title and risk of loss pass to Customer, and acceptance occurs, when Customer receives the Equipment at the address designated on an order. Verizon Wireless may charge Customer for shipping. Verizon Wireless will ship Equipment to Customer within five business days of receipt of an order, subject to availability. Customer may exchange any Equipment or return it for a refund within 30 days from acceptance.
- **4.3. Equipment Purchased from Third Parties:** Customer may activate Equipment that Customer purchases from third parties, but those Equipment must be on Verizon Wireless's approved Equipment list when Customer activates them.



Third parties establish their own legal terms for the sale of Equipment, and Verizon Wireless has no control over their charges, terms or return policies. Verizon Wireless is not responsible for any claims related to such third-party Equipment or Customer's use of them. Equipment that Verizon Wireless has not approved may cause transmissions to fail, be blocked or misrouted, may use Wireless Service in a manner Customer does not intend, and may attempt to continue to register on Verizon Wireless's network after termination. Such activities may result in additional charges for which Customer will be responsible.

- **4.4. Lost or Stolen Equipment:** If Customer loses Equipment or it is stolen, Customer may request that Verizon Wireless suspend service and billing to the affected M2M Line for up to 30 days. Until a suspension begins, Customer is still responsible for charges. After the suspension ends, service and billing for the line will resume. The time of any suspension will not count toward satisfying the Line Term.
- 5. Wireless Service Availability: Wireless Service uses radio technologies and is subject to transmission and service area limitations, interruptions, and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, the Equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting operation. Wireless Service is only available within each applicable plan coverage area, within the operating range of the wireless systems, and with Equipment that is approved to operate on Verizon Wireless's network. In some areas, Wireless Service may be provided by a third-party roaming carrier. Customer must activate Equipment within the areas served by Verizon Wireless's owned and operated network. Verizon Wireless reserves the right to terminate any M2M Lines that roam permanently on a third-party carrier's network. Customer's lines that are in a fixed location must always be within the areas served by our owned and operated network.
- 6. Use of Wireless Service and Equipment; MTNs; SIMs: In order to protect Verizon Wireless's network, operations, and other customers, Verizon Wireless may suspend or terminate service to affected lines, deny activation of new lines or, upon Legal Notice, may terminate the Agreement, if Customer uses the Wireless Service or Equipment (a) in an illegal manner (including "spamming" or other abusive messaging); (b) in a manner prohibited by the applicable Products or Services; or (c) in a manner that has an adverse impact on our network, operations or customers. Customer shall be solely responsible for the use of the Wireless Service to transmit, receive, store or process its data in compliance with applicable law and regulations. Verizon Wireless provides applications that involve the storage of information which are not designed or intended for use with protected health information ("PHI"), as defined by the Health Insurance Portability and Accountability Act of 1996, as amended; therefore, they must not be used to create, store, transmit or receive PHI. Verizon Wireless will assign one mobile telephone number ("MTN") to each line. Customer can port a MTN to another carrier, but Customer does not have any property right in the MTN. Verizon Wireless may change, reassign or eliminate a MTN upon reasonable notice to Customer under certain circumstances, including fraud prevention, area code changes, and regulatory or statutory law enforcement requirements. If the Equipment requires a Subscriber Identity Module ("SIM") card provided by Verizon Wireless, Verizon Wireless owns any intellectual property or software on the SIM card at the time of delivery.
- 7. No Reselling or Purchases by Third Parties: Unless Verizon Wireless agrees in writing, Customer cannot resell the Products and Services, or Wireless Service or bundle the Wireless Service with or embed it into products or services that Customer provides to its own customers or to any third parties. No third party, including Customer's agents, contractors, vendors, distributors, franchisees or contract employees, is permitted to purchase Equipment, Wireless Service, or Products and Services under this Agreement. Verizon Wireless may terminate Customer's M2M Lines and, upon Legal Notice, may terminate this Agreement and pursue any other available remedies if Customer violates this section.
- 8. DISCLAIMER OF WARRANTIES: VERIZON WIRELESS IS NOT THE MANUFACTURER OF THE EQUIPMENT AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE EQUIPMENT. WITH RESPECT TO VERIZON WIRELESS, CUSTOMER PURCHASES THE EQUIPMENT "AS IS." EQUIPMENT SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED TO CUSTOMER BY THE EQUIPMENT MANUFACTURER.



Exhibit C AUTHORIZED CONTACTS LIST

Customer FEIN Number:	
Verizon Wireless Sales Representative Name/Phone/GID:	Glenn Scharaga 949-241-2269

Authorized Contact Name	Authorized Contact Title	Authorized Contact Phone	Authorized Contact Email
Mike McAdam	Director of Purchasing	714-447-2846	michael_mcadam@myfsd.org
Jeremy Davis	Assistant Superintendent of Innovation and Instructional Support	714-447-7478	jeremy_davis@myfsd.org
_			



DATE: July 28, 2020

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

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

SUBJECT: APPROVE CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND

COMPANION CORPORATION FOR THE 2020/2021 SCHOOL YEAR

<u>Background:</u> Fullerton School District (FSD) has used COMPanion Corporation's Alexandria

Software over the last 14 years to manage Library and Media Assets. This is a

continuation of our services with Alexandria.

Rationale: Alexandria Software is a Districtwide asset management system that tracks devices,

books, textbooks, and eBooks. FSD has used Alexandria in the library media

centers since 2001.

Funding: Total cost is not to exceed \$34,504 and will be paid from the Innovation and

Instructional Support budget 409.

Recommendation: Approve contract between Fullerton School District and COMPanion Corporation for

the 2020/2021 school year.

JD:kv

Attachment



1831 Fort Union Blvd • Salt Lake City, Utah 84121 800-347-6439 | 801-943-7277

SUBSCRIPTION STATEMENT/INVOICE 6/29/2020 714-447-7478 richard_beltran@myfsd.org 1840

BILL TO: Richard Beltran

Fullerton School District
1401 West Valencia Drive
Fullerton CA 92833

It's time to renew your COMPanion software subscription(s). If you've already renewed, please disregard this message and know we appreciate your business.

Software Subscriptions should be renewed before they expire. Subscriptions that have expired may result in reinstatement fees or service disruption, such as restricted access to the licensed software and hosted data, software support, and upgrades/updates. It is the customer's responsibility to schedule their renewal date at a time when it can be renewed prior to expiration. We can adjust your renewal date to meet your business needs, or if the unexpected happens, we can extend services for up to 30 days with written notice.

COMPanion maintains contact information for every subscription. If the contact information changes, please notify us so we can be sure your notification and communications will not be missed.

You can submit this form, update your contact information, or send us your purchase order to renew your subscription(s) to renewals@companioncorp.com or fax us at 801-943-7752.

If you would like to use this form as your PO, please provide the following.

Date:	PO#:	Phone:
Name:	Signature:	

Please attach this document and the accompanying list of licenses to your renewal order.

Sales or use tax may be due in connection with this software subscription related purchase to individuals and businesses. If you reside in the following states, COMPanion Corporation will charge states sales tax if applicable: CA, AR, IL. IN, IA, KS, MI, MN, NJ, OH, TN, VA, WA, and WY.

If you reside in any other state the purchaser is required to file a use tax return if tax is due in connection with this software subscription related purchase.

If the contracting entity is exempt from state and local sales tax, please send the required tax exempt documents immediately to taxadmin@companioncorp.com

—Subscription prices are subject to change—

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Subscription Renewal Invoice Fullerton School District [1840]

106952 Fullerton School District EMC

Richard Beltran richard_beltran@myfsd.org

1401 W. Valencia Drive Fullerton CA 92833

	Serial Number	Product	Server	Due	Amount:
SA7806	7070531	Alexandria v7, N06	7070371	8/4/2020	\$1,272.00
S8888	7133915	SIS v1 Integration		8/4/2020	\$265.00
S5799	7133916	Online Services Integration		8/4/2020	\$106.00
				Site Total:	\$1,643.00

418804 Acacia Elementary School

Richard Beltran richard_beltran@myfsd.org 1200 N Acacia Ave Fullerton CA 92831

	Serial Number	Product	Server	Due	Amount:
SA7806	7070373	Alexandria v7, N06	7070371	8/4/2020	\$1,272.00
S8888	7133913	SIS v1 Integration		8/4/2020	\$265.00
S5799	7133914	Online Services Integration		8/4/2020	\$106.00
				Site Total:	\$1,643.00

418808 Raymond Elementary School

Richard Beltran richard_beltran@myfsd.org 517 N Raymond Ave Fullerton CA 92831

	Serial Number	Product	Server	Due	Amount:
SA7806	7070529	Alexandria v7, N06	7070371	8/4/2020	\$1,272.00
S8888	7133911	SIS v1 Integration		8/4/2020	\$265.00
S5799	7133912	Online Services Integration		8/4/2020	\$106.00
				Site Total:	\$1,643.00

418811 Ladera Vista Jr. High School

Richard Beltran richard_beltran@myfsd.org 1700 E Wilshire Ave Fullerton CA 92831

	Serial Number	Product	Server	Due	Amount:
SA7806	7070530	Alexandria v7, N06	7070371	8/4/2020	\$1,272.00
S8888	7133909	SIS v1 Integration		8/4/2020	\$265.00
S5799	7133910	Online Services Integration		8/4/2020	\$106.00
				Site Total:	\$1,643.00

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418813 Commonwealth Elementary

Richard Beltran richard_beltran@myfsd.org 2200 E Commonwealth Fullerton CA 92831

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	Serial Number	Product	Server	Due	Amount:
SA7806	7070534	Alexandria v7, N06	7070371	8/4/2020	\$1,272.00
S8888	7133907	SIS v1 Integration		8/4/2020	\$265.00
S5799	7133908	Online Services Integration		8/4/2020	\$106.00
				S	ite Total: \$1,643.00

418816 Golden Hill Elementary School

Richard Beltran richard_beltran@myfsd.org 732 Barris Drive Fullerton CA 92832

	Serial Number	Product	Server	Due	Amount:
SA7806	7070535	Alexandria v7, N06	7070371	8/4/2020	\$1,272.00
S8888	7133905	SIS v1 Integration		8/4/2020	\$265.00
S5799	7133906	Online Services Integration		8/4/2020	\$106.00
				Site Total	: \$1,643.00

418821 Maple Elementary School

Richard Beltran richard_beltran@myfsd.org 244 E Valencia Drive Fullerton CA 92832

	Serial Number	Product	Server	Due	Amount:
SA7806	7070536	Alexandria v7, N06	7070371	8/4/2020	\$1,272.00
S8888	7133903	SIS v1 Integration		8/4/2020	\$265.00
S5799	7133904	Online Services Integration		8/4/2020	\$106.00
				Site Total:	\$1,643.00

418822 Richman Elementary School

Richard Beltran richard_beltran@myfsd.org 700 S Richman Ave. Fullerton CA 92823

	Serial Number	Product	Server	Due	Amount:
SA7806	7070537	Alexandria v7, N06	7070371	8/4/2020	\$1,272.00
S8888	7133901	SIS v1 Integration		8/4/2020	\$265.00
S5799	7133902	Online Services Integration		8/4/2020	\$106.00
				Site Total:	\$1,643.00

418824 Woodcrest Elementary School

Richard Beltran richard_beltran@myfsd.org 455 Baker Ave Fullerton CA 92832

	Serial Number	Product	Server	Due	Amount:
SA7806	7070538	Alexandria v7, N06	7070371	8/4/2020	\$1,272.00
S8888	7133899	SIS v1 Integration		8/4/2020	\$265.00

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Site Total: \$1,643.00

418825 Sunset Lane Elementary School

Richard Beltran richard_beltran@myfsd.org 2030 Sunset lane Fullerton CA 92833

	Serial Number	Product	Server	Due	Amount:
SA7806	7070539	Alexandria v7, N06	7070371	8/4/2020	\$1,272.00
S8888	7133897	SIS v1 Integration		8/4/2020	\$265.00
S5799	7133898	Online Services Integration		8/4/2020	\$106.00
				Site Total:	\$1,643.00

418828 Fern Drive Elementary School

Richard Beltran richard_beltran@myfsd.org 1400 W Fern Drive Fullerton CA 92833

	Serial Number	Product	Server	Due	Amount:
SA7806	7070540	Alexandria v7, N06	7070371	8/4/2020	\$1,272.00
S8888	7133895	SIS v1 Integration		8/4/2020	\$265.00
S5799	7133896	Online Services Integration		8/4/2020	\$106.00
				Site Total:	\$1,643.00

418831 Valencia Park Elementary School

Richard Beltran richard_beltran@myfsd.org 3441 W Valencia Drive Fullerton CA 92833

	Serial Number	Product	Server	Due	Amount:
SA7806	7070541	Alexandria v7, N06	7070371	8/4/2020	\$1,272.00
S8888	7133893	SIS v1 Integration		8/4/2020	\$265.00
S5799	7133894	Online Services Integration		8/4/2020	\$106.00
				Site Total:	\$1,643.00

418832 Pacific Drive Elementary School

Richard Beltran richard_beltran@myfsd.org

1501 W Valencia Drive Fullerton CA 928333940

	Serial Number	Product	Server	Due	Amount:
SA7806	7070542	Alexandria v7, N06	7070371	8/4/2020	\$1,272.00
S8888	7133891	SIS v1 Integration		8/4/2020	\$265.00
S5799	7133892	Online Services Integration		8/4/2020	\$106.00
				Site Total:	\$1,643.00

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418833 Nicolas Junior High School

Richard Beltran richard_beltran@myfsd.org 1100 Olive Ave Fullerton CA 92833

	Serial Number	Product	Server	Due	Amount:
SA7806	7070543	Alexandria v7, N06	7070371	8/4/2020	\$1,272.00
S8888	7133889	SIS v1 Integration		8/4/2020	\$265.00
S5799	7133890	Online Services Integration		8/4/2020	\$106.00
				Site Total:	\$1,643.00

418834 **Orangethorpe Elementary School**

Richard Beltran richard_beltran@myfsd.org

1400 S Brookhurst Road Fullerton CA 92833

	Serial Number	Product	Server	Due	Amount:
SA7806	7070544	Alexandria v7, N06	7070371	8/4/2020	\$1,272.00
S8888	7133887	SIS v1 Integration		8/4/2020	\$265.00
S5799	7133888	Online Services Integration		8/4/2020	\$106.00
				Site Total:	\$1,643.00

418835 Hermosa Drive Elementary School

Richard Beltran richard_beltran@myfsd.org

400 E Hermosa Drive Fullerton CA 928351699

	Serial Number	Product	Server	Due	Amount:
SA7806	7070545	Alexandria v7, N06	7070371	8/4/2020	\$1,272.00
S8888	7133885	SIS v1 Integration		8/4/2020	\$265.00
S5799	7133886	Online Services Integration		8/4/2020	\$106.00
				Site Total:	\$1,643.00

418836 Rolling Hills Elementary School

 $Richard\ Beltran\ richard_beltran@myfsd.org$

1460 Rolling Hills Dr. Fullerton CA 92835

	Serial Number	Product	Server	Due	Amount:
SA7806	7078153	Alexandria v7, N06	7070371	8/4/2020	\$1,272.00
S8888	7133883	SIS v1 Integration		8/4/2020	\$265.00
S5799	7133884	Online Services Integration		8/4/2020	\$106.00
				Site Total:	\$1,643.00

418837 Laguna Road Elementary School

Richard Beltran richard_beltran@myfsd.org

300 Laguna Road Fullerton CA 92835

	Serial Number	Product	Server	Due	Amount:
SA7806	7070547	Alexandria v7, N06	7070371	8/4/2020	\$1,272.00
S8888	7133881	SIS v1 Integration		8/4/2020	\$265.00

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Site Total: \$1,643.00

Grand Total: \$34,504.00

419938 Beechwood School

Richard Beltran richard_beltran@myfsd.org

780 Beechwood Ave. Fullerton CA 92835

	Serial Number	Product	Server	Due		Amount:
SA7806	7070548	Alexandria v7, N06	7070371	8/4/2020		\$1,272.00
S8888	7133879	SIS v1 Integration		8/4/2020		\$265.00
S5799	7133880	Online Services Integration		8/4/2020		\$106.00
					Site Total:	\$1.643.00

438652 **021CU-Fullerton School District**

Richard Beltran richard_beltran@myfsd.org,karen_vasquez@myfsd.org

1401 W. Valencia Drive Fullerton CA 92833

	Serial Number	Product	Server	Due	Amount:
SCAS7000	7070371	v7, 21 Site Server	7070371	8/4/2020	\$1.00
				Site Total:	\$1.00

441308 Robert C. Fisler School

Richard Beltran richard_beltran@myfsd.org

1350 Starbuck Street Fullerton CA 92833

	Serial Number	Product	Server	Due	Amount:
SA7806	7070549	Alexandria v7, N06	7070371	8/4/2020	\$1,272.00
S8888	7133874	SIS v1 Integration		8/4/2020	\$265.00
S5799	7133878	Online Services Integration		8/4/2020	\$106.00
				Site Total:	\$1,643.00

510105 Parks Junior High School

Sherry Dustin richard beltran@myfsd.org

1710 Rosecrans Avenue Fullerton CA 92833

	Serial Number	Product	Server	Due	Amount:
SA7806	7070550	Alexandria v7, N06	7070371	8/4/2020	\$1,272.00
S8888	7133876	SIS v1 Integration		8/4/2020	\$265.00
S5799	7133877	Online Services Integration		8/4/2020	\$106.00
				Site Total:	\$1,643.00

All amounts and totals shown are in USD

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DATE: July 28, 2020

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

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

SUBJECT: APPROVE AMENDMENT BETWEEN THE FULLERTON SCHOOL DISTRICT

AND CANVAS TO PROVIDE ADDITIONAL LICENSES IF NEEDED FOR THE

2020/2021 SCHOOL YEAR

Background: Board approval was granted on June 23, 2020 to purchase Canvas Software for 900

licenses for 2020/2021 school year.

Rationale: Due to the intensive virtual nature of this new learning environment, MyFSD

Academy requires an advanced learning management system to support robust communication with students and their parents and guardians, as well as content management, feedback and assessment features for teachers. Purchase of additional licenses may be necessary to cover up to 13,000 students if needed.

<u>Funding:</u> Total cost was approved at \$6,500 on June 23, 2020 for 900 licenses. District will

need to possibly cover 13,000 students (if all use) and will be paid from the Innovation and Instructional Support budget (409) and Learning Loss Mitigation

Funding. Maximum cost approximately \$60,000.

Recommendation: Approve amendment between the Fullerton School District and Canvas to provide

additional licenses if needed for the 2020/2021 school year.

JD:kv

DATE: July 28, 2020

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

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

SUBJECT: APPROVE AMENDMENT BETWEEN THE FULLERTON SCHOOL DISTRICT

AND FLORIDA VIRTUAL SCHOOLS TO PURCHASE ADDITIONAL LICENSES

AS NEEDED FOR THE 2020-2021 SCHOOL YEAR

<u>Background:</u> Board approval was granted on June 23, 2020 to purchase licensed products from

Florida Virtual Schools (FLVS).

Rationale: Due to the intensive virtual nature of this new learning environment, MyFSD

Academy requires a robust online curriculum that supports students with scaffold and interactive learning experiences. The Florida Virtual School curriculum supports

the type of engaging curricular experience that we want to offer our MyFSD

Academy students. Purchase of additional licenses may be necessary to cover up to

13.000 students if needed.

Funding: Cost of \$60,000 was originally approved on June 23, 2020. Total estimated new

cost will need to cover up to 1,000 students (if all use) and will be paid from the

Homeschooling budget (444). Cost approximately \$173,000.

Recommendation: Approve amendment between the Fullerton School District and Florida Virtual

Schools to purchase additional licenses as needed for the 2020-2021 school year.

JD:kv

DATE: July 28, 2020

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

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

SUBJECT: APPROVE/RATIFY CONTRACT BETWEEN THE FULLERTON SCHOOL

DISTRICT AND POWERSCHOOL FOR ED-FI INTEGRATION IMPLEMENTATION.

MAINTENANCE AND SUPPORT FOR 2020/2021 SCHOOL YEAR

Background: PowerSchool is our Student Information System (SIS) vendor. We are creating a

database system utilizing the Ed-Fi standard that will allow us to create data dashboards that access multiple data points across district systems for greater

access to intervention data.

Rationale: This purchase is a part of the larger data dashboard project that is being paid for by

the Michael and Susan Dell Foundation grant. The district is interested in hosting the most important student data in one place in order to access the data through a dashboard program. This cost is for the Student Information System to implement

the mapping of data from the SIS to the new database.

Funding: Total cost is not to exceed \$7,200 and will be paid from the Innovation and

Instructional Support budget 409. This cost will be reimbursed by the grant from the

Michael and Susan Dell Foundation.

Recommendation: Approve/Ratify contract between the Fullerton School District and PowerSchool for

Ed-Fi Integration implementation, maintenance and support for 2020/2021 school

year.

JD:kv

Attachment



Quote Expiration Date: 7/31/2020

Prepared By: Vivian Saddic Customer Contact: Jeremy Davis

Customer Name: Fullerton School District

Title: Assistant Superintendent of Innovation and Instructional

Support

Enrollment: 13,355 Address: 1401 W Valencia Dr

Contract Term: 36 Months City: Fullerton
Start Date: 7/1/2020 State/Province: California
End Date: 6/30/2023 Zip Code: 92833

Phone #: (714) 447-7478

Product Description	Quantity	Unit	Extended Price
Initial Term 7/1/2020 - 6/30/2021 License and Subscription Fees			
Ed-Fi Integration Maintenance and Support	1.00	Year	USD 2,700.00
PowerSchool SIS One Time Discount	1.00	Each	USD -500.00

License and Subscription Totals: USD 2,200.00

Professional Services and Setup Fees			
Ed-Fi Integration Implementation	1.00	Each	USD 5,000.00

Professional Services and Setup USD 5,000.00

Fee Totals:

Quote Total		
	Total Discount:	USD 800.00
	Initial Term	7/1/2020 - 6/30/2021
	Initial Term Total	USD 7,200.00

Annual Ongoing Fees as of 7/1/2021

Ed-Fi Integration Maintenance and Support 1.00 Year USD 2,700.00

Annual Ongoing Fees Total: USD 2,700.00

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the Master Services Agreement. Any applicable state sales tax has not been added to this quote. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be paid before or on the due date set forth on invoice.

All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Treatment of purchase orders are governed as provided in the Master Services Agreement referenced below.

By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at https://www.powerschool.com/wp-content/uploads/PowerSchool-Service-Agreements/PowerSchool-MASTER-SERVICES-AGREEMENT-01-01-20.pdf.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC Signature:	Fullerton School District Signature:		
Eni Sante			
Printed Name: Eric Shander	Printed Name: Robert Pletka, Ed.D.		
Title: Chief Financial Officer	Superintendent Title:		
Date: 6-30-2020	July 28, 2020 Date:		

DATE: July 28, 2020

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

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

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

SUBJECT: AWARD A CONTRACT TO THE STATE OF CALIFORNIA DEPARTMENT OF

GENERAL SERVICES NO. AR3230: DATA COMMUNICATION PRODUCTS AND

SERVICES

Background: The Western States Contracting Alliance (WSCA-NASPO) Master Price Agreement

No. AR3230 to Extreme Networks and The State of California Participating

Addendum No. 7-20-70-47-03 allows for the procurement of Data Communications Products and Services and is available to all public agencies. Staff has determined that it is in the best interest of the District to utilize this contract when needed for the purchase of Data Communication Products and Services from Extreme Networks, authorized participating vendor. This contract is valid through September 30, 2024.

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 computer equipment resources as required

throughout the district. Extreme Networks is the company who purchased Aerohive, the maker of our network switches and wireless access points. This contract will allow the district to continue purchasing network switches and wireless access

points that match our current infrastructure.

<u>Funding:</u> Purchasing will be funded from various programs and site budgets as appropriate.

Recommendation: Award a contract to the State of California Department of General Services No.

AR3230: Data Communication Products and Services.

JD:SR:kv Attachment

STATE OF CALIFORNIA PARTICIPATING ADDENDUM NUMBER 7-20-70-47-03

DATA COMMUNICATIONS

Utah NASPO ValuePoint Master Agreement Number AR3230 Extreme Networks, Inc. (Contractor)

This Participating Addendum Number 7-20-70-47-03 is entered into between the state of California, Department of General Services (hereafter referred to as "State" or "DGS") and Extreme Networks, Inc. (hereafter referred to as "Contractor") under the lead state of Utah NASPO ValuePoint Master Agreement Number AR3230.

1. SCOPE

- A. This Participating Addendum covers the purchase of Data Communications products and associated services under the Utah NASPO ValuePoint Master Agreement. The Utah NASPO ValuePoint Master Agreement Number AR3230 is hereby incorporated by reference. Product/service categories included under this Participating Addendum are identified in Section 5 (Available Products and Services).
- B. This Participating Addendum is available for use by California state agencies and local governments. A local government is defined as any city, county, city and county, district, or other local governmental body, school district or corporation empowered to expend public funds. The State Agency Listing (https://www.ca.gov/agenciesall/) provides a comprehensive list of state agencies.
- C. Each local government is to make its own determination whether this Participating Addendum and the Utah NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. TERM

- A. The term of this Participating Addendum shall begin June 1, 2020, or upon signature approval by the State, whichever is later and will end September 30, 2024, or upon termination by the State, whichever occurs first.
- B. Lead State amendments to extend the NASPO ValuePoint Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.
- C. Order placement and execution shall be on or before the expiration of this Participating Addendum. However, delivery of products or completion of services may be after the Participating Addendum expiration date.

3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

- A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum.
 - 1) General Provisions Information Technology (GSPD-401IT) effective 9/5/2014. This document can be viewed on the <u>DGS Procurement Division website</u> (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language).

4. ORDER OF PRECEDENCE

- A. In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:
 - 1) California Participating Addendum Number 7-20-70-47-03
 - 2) Utah NASPO ValuePoint Master Agreement Number AR3230

5. AVAILABLE PRODUCTS AND SERVICES

- A. The following product and service categories are listed in the Utah NASPO ValuePoint Master Agreement AR3230:
 - 1) Category 1.2 Networking
 - 2) Category 1.3 Routers, Switches, Security, and Storage Networking
 - 3) Category 1.4 Wireless

6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES

- A. The following product and service offerings are prohibited under this Participating Addendum.
 - 1) Leasing
 - 2) Cloud solutions

These restrictions are not applicable to local governments.

B. Products and services that are available on the California Network and Telecommunications (CALNET) Program and mandatory California statewide contracts cannot be purchased from this Participating Addendum by non-exempt state agencies without an exemption.

State agencies are responsible for contacting the California Department of Technology (CDT) for CALNET contract exemptions and the DGS Procurement Division for mandatory statewide contract exemptions in accordance with the published User Instructions prior to issuing a purchase order.

This restriction is not applicable to local governments.

C. Services that fall within the definition of "public works" as defined in Public Contract Code, Section 1101 and Labor Code Section 1720 are disallowed under this cooperative agreement and must be procured by alternate means.

This restriction is not applicable to local governments.

7. PRICING

Contractor is responsible for maintaining a current price list of available products and services on the NASPO ValuePoint Data Communications 2019-2026 website.

8. AUTHORIZED RESELLERS

- A. Contractor may use State-approved Authorized Resellers under this Participating Addendum for sales and service functions as defined herein.
 - Authorized Resellers must accept purchase orders and accept payment from ordering agencies for products and services offered under this Participating Addendum.
 - Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.
 - 3) All purchase documents to Authorized Resellers shall reference the Participating Addendum Number and Contractor Name.
- B. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Authorized Resellers. All State policies, guidelines, and requirements shall apply to Authorized Resellers.
- C. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.
- D. Subject to the approval of the State, Authorized Resellers may be added on a quarterly basis during the term of the contract. Contractors shall notify the State of any deleted Authorized Resellers or changes to current Authorized Resellers' contact information in writing at any time during the contract term.
- E. Contractor will be required to submit Authorized Reseller requests, in a format specified by the State, to the State Contract Administrator for approval.
- F. State-approved Authorized Resellers will be posted on the State's Cal eProcure website.

9. SUBCONTRACTORS

The Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted.

10. ORDERING AGENCY RESPONSIBILITIES

- A. State agency and local government use of this Participating Addendum is optional.
- B. State agencies and local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum. User Instructions are posted on the State's Cal eProcure website.

11.STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)

- A. State agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign (SABRC) per Public Contract Code sections 12200-12217.
- B. Contractor will be required to complete and return a <u>Recycled-Content</u> <u>Certification form</u> (https://www.calrecycle.ca.gov/contracts/forms) upon request by a state agency.

12. DELIVERY

- A. Delivery shall occur within 30 days after receipt of order, or as negotiated between ordering agency and contractor and included in the purchase order, or as otherwise stipulated in the NASPO ValuePoint Master Agreement.
- B. Free On Board (F.O.B.) Destination to the ordering agency's receiving point.

13. INVOICING AND PAYMENT

- A. Payment terms for this Participating Addendum are net 45 days. Payment will be made in accordance with IT General Provisions Paragraph 30 (Required Payment Date).
- B. Invoices shall be sent to the address identified in the ordering agency's purchase order. The State Participating Addendum Number and ordering agency purchase order number shall appear on each invoice for all purchases placed under this Participating Addendum.
- C. Contractor does not accept the State of California credit card (CAL-Card) for payment of invoices.

14. USAGE REPORTING

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A. The report is due even when there is no activity.
- B. The DGS Contract Administrator reserves the right to modify Attachment A and require Contractor to provide additional order information during the course of this Agreement.
- C. The report shall be an Excel spreadsheet transmitted electronically to the <u>DGS</u> <u>Cooperatives mailbox</u> (PDCooperatives@dgs.ca.gov).
- D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.
- E. Tax must not be included in the report, even if it is on the purchase order.
- F. Reports are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.
- H. Time extensions may be approved only if all due reports have been submitted to the State.

15. ADMINISTRATIVE FEE

- A. Contractor shall submit a check, payable to the State of California, remitted to the Cooperative Agreement Unit for the calculated amount equal to 1.25% of the sales for the quarterly period.
- B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.

C. Administrative fee checks shall be submitted to:

State of California
Department of General Services, Procurement Division
Attention: Cooperative Agreement Program
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

- D. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.
- E. The administrative fee shall not be invoiced or charged to the ordering agency.
- F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.
- G. Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

16. CONTRACT MANAGEMENT

A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor	Contract Manager	
Name:	Michael Swierk	
Phone:	(603) 952-5221	
Email	mswierk@extremenetworks.com	
Address:	Extreme Networks, Inc.	
	6480 Via Del Oro	
	San Jose, CA 95119	

B. The State Contract Administrator for this Participating Addendum shall be as follows:

State	Contract Administrator
Name:	Julie Matthews
Phone:	(916) 375-4612
Email	Julie.Matthews@dgs.ca.gov
Address:	State of California Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

17. TERMINATION OF AGREEMENT

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

18. AMENDMENT

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

19. AGREEMENT

A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or

STATE OF CALIFORNIA

Participating Addendum 7-20-70-47-03

amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

- B. By signing below Contractor agrees to offer the same products/and or services as on the Utah NASPO ValuePoint Master Agreement Number AR3230, at prices equal to or lower than the prices on that contract.
- C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

CONTRACTOR

Department of General Services	Extreme Networks, Inc.
Agency Name ()	Contractor-Name
(Autrola Safulla 6-18-2020	6/5/202
Authorized Signature Date Signed	Authorized Signature Date Signed
PATHICK BHILLEN ALMARER MAPS	Pete Dool. He , SVP Americas
Printed Name/Title of Person Signing	Printed Name/Title of Person Signing
707 Third Street West Sacramento, CA 95605	6480 Via Del Oro San Jose, CA 95119
Address	Address

ATTACHMENT A Usage Report: Data Communications (2019-2026)

Contract Number:	Contractor:	Reporting Period:	Report Value:	Administrative Fee:

Index Date / Catalog Version				
Extended Contract Price Paid (Quantity x Unit Price)				
Contract Unit Price				
List Price/MSRP				
Quantify				
rder Date Category Part Number tem Description Quantify Price/MSRP Unit Price				
Manufacturer Part Number (OEM #)/				
Category				
Ō				
State/Local Purchase Order / Service Spend Contract Number				
State/Local Spend				
Ordering Agency Name				

ATTACHMENT A Usage Report: Data Communications (2019-2026)

Template Key

	Contract Number: Contractor: Reporting Period: Report Value: Administrative Fee:		Participating Addendum Number Contractor Name Reporting Quarter Total Sales for Reporting Period 1.25% of Total Sales	Number g Period								
Column	Sellenin A	து சசையித்து	ઉદ્યાનામાં છ	ලිම්මාන්ම ලි	தம்யில் த	≟ উল্লেখ	Selumis	ेडेशंट मांगि भी	Gelumai	्रम्णाङ्क । मियतिक	अ सम्माताल	Solum 1
Column Name	Ordering Agency Name	State/Local Spend	Purchase Order / Service Contract Number	Order Date	Category	Manufacturer Part Number (OEM #)	Item Description	Quantity	List Price/MSRP	Contract Unit Price	Extended Contract Price Paid	Index Date / Catalog Version
Description	State Agency or Local Government name as described on the purchase document	identify ordering agency as a "State" or "Local Government" entify, as applicable.	Ordering agency's unique purchase order or service contract number associated with item(s) purchased.	Date the ordering agency placed the order.	Category for each line litem (commodity) service) that includes Contractor respective percent discount of MSRP. This identifier should match the Category provided in the Contractor's Master Agreement.	Manufacturer's unique identifier for the line item.	Information about commodity/service purchased. Narrative should be descriptive enough to validate consistency with the Category/ Group ID stated in Column E	Quantity purchased for each line fem. All returned items are reported as a negative rumber. For serviceds, contracts, in months.	An independently leartiable public price (MSRP) available to the general public. When providing usage reports, this information should reflect list prices at time of order.	This is the price paid for given line ifem.	Total Price (Quantity X Contract Unit Price); (Column H X Column J)	Price or catalog effective date. Helps DGS track index price changes (historical frame of reference)
Format	Text	Text	Variable Characters	Date	Variable Characters	Variable Character	Variable Character	Number	Currency	Сипепсу	Currency	Date / Variable Character
Example	Department of General Services	State	2832820	4/30/2013	1.2	ISINK34	Application Services	+	\$55.00	\$48.95	\$48.95	7/19/2012
Example	Department of General Services	State	2832820	4/30/2013	1.2	M1000	3-year Maintenance	1	\$300	\$270.00	\$810.00	7/19/2012
Example	Department of General Services	State	2832820	4/30/2013	1.3	IS330AI + SP10	1-year Maintenance	1	\$48.00	\$24.96	\$898.56	7/19/2012



Sam R FUL833_Aerohive Renewal_1YR_06052020



Prepared by: Golden Star Technology Yen Ma-Chan (562) 345-8752 Fax (562) 546-1290 yma@gstes.com

Prepared for:

Fullerton School District 1401 West Valencia Drive Fullerton, CA 92833 Sam Ricchio sam_ricchio@fsd.k12.ca.us

Quote Information:

Quote #: 077923 Version: 5

Quote Date: 07/14/2020 Expiration Date: 08/06/2020

Software

Line	Item	Description	Price	Qty	Ext. Price	Tax
1	AH-HM-S-SL-1Y	EXTREME NETWORKS, INC.: Renewal. 1 yr Global Select Support for HG Classic Virtual Appliance for one (1) Aerohive Device (AP, Router or Switch), includes phone, Sftw, Support Portal, and Hardware Advanced Replacement. Entitlement Ker: Q4XH5-QJXQS-QEEAG-GJDGA-NZXBY-VCXF9 Start Date: July 16, 2020 End Date: July 31, 2021	\$38.54	797	\$30,716.38	0%
2	AH-HM-S-SL-1Y	EXTREME NETWORKS, INC.: Renewal. 1 yr Global Select Support for HG Classic Virtual Appliance for one (1) Aerohive Device (AP, Router or Switch), includes phone, Sftw, Support Portal, and Hardware Advanced Replacement. Entitlement Key: MCQPA-BD9QX-JFAMS-QQHGJ-HEEJT-CX4CB Start Date: September 26, 2019 End Date: July 31, 2021	\$68.29	12	\$819.48	0%

Subtotal: \$31,535.86

Shipping

Line	Item	Description	Price	Qty	Ext. Price	Tax
1	GST- SHIPPING/HANDL ING	GST-SHIPPING/HANDLING	\$0.00	1	\$0.00	0%

Quote #077923 v5 Page 1 of 2

12881 166th Street Cerritos, CA 90703 www.gstes.com (562) 345-8700



Quote Summary

Description	Amount
Software	\$31,535.86
Total	\$31,535.86

TERMS AND CONDITIONS

All prices and descriptions are subject to change without notice.

THIS PRICE LIST IS A QUOTATION ONLY AND IS NOT AN ORDER OR OFFER TO SELL. No contract for sale will exist unless and until a purchase order has been issued by you and accepted by Golden Star Technology Inc. ("GST"). Acceptance by GST of any offer is expressly conditioned upon your assent to the Terms and Conditions of Sale set forth in GST's invoices.

The prices contained in this list may not be relied upon as the price at which GST will accept an offer to purchase products unless expressly agreed to by GST in writing. Products quoted were selected by GST based on specifications available at the time of the quotation, and are not guaranteed to meet bid specifications. Product specifications may be changed by the manufacturer without notice. It is your responsibility to verify product conformance to specifications of any subsequent contract. All products are subject to availability from the manufacturer. The freight costs listed are estimates. Shipping costs may vary based on time of purchase, quantity ordered, shipment carrier and warehouse sourced. Actual shipping costs will be calculated during shipment and will be reflected on your invoice. For hardware product(s), manufacturer warranty will begin upon physical delivery of the hardware products(by) by the customer or GST warehouse. For software product(s), the manufacturer warranty will begin upon electronic or physical receipt of the software product(s) by you or GST.

GST is not responsible for compliance with regulations, requirements or obligations associated with any contract resulting from this quotation unless said regulations, requirements or obligations have been passed to GST and approved in writing by an authorized representative of GST.

WE DO EVERYTHING WE CAN TO ENSURE THAT THE PRICES WE HAVE QUOTED ARE CORRECT AND CURRENT, AND WE TRY TO KEEP OUR PRICES CONSTANT. HOWEVER, DUE TO IMPENDING TARIFFS, PRICES MAY INCREASE AT ANY TIME FROM OUR OEM AND VENDORS THAT IS OUT OF OUR CONTROL.

Customer Signature	Date

Quote #077923 v5 Page 2 of 2

CONSENT ITEM

DATE: July 28, 2020

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

FROM: John Caldecott, Interim Director, Classified Personnel Services

SUBJECT: APPROVE/RATIFY CLASSIFIED PERSONNEL REPORT

Background: The Classified Personnel Report reflects changes in employee status and was

received by the Personnel Commission at its regular meeting on June 29,

2020.

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

basis.

<u>Funding:</u> Personnel action documents reflect budget numbers that are forwarded to the

Business Services Division.

Recommendation: Approve/Ratify Classified Personnel Report.

JC:ef

Attachment

	Α	В	С	D	Е	F	G	Н	I
1	Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
2	Vasquez	Karen	Tech. Support Spec.	Add 1.5% Bil. Stipend	5/1/20		8.00	409	B26/6
3	Rainis	Jonathan	Inst Asst/SE II	Class Transfer to Inst Asst/SE I	8/20/20	54	6.00	121	B14/6
4	Johnson	Sarah	Inst Asst/Recreation	Correction of hours - 17.75 to 18.75/week	2/18/20	21	3.55	100	B11/1
5	Roller	Nanette	School Office Manager	Employ ESY - 5 hours/day	6/4/20	13	8.00	123	B25/6
6	Canto	Laura	Tech., Library and Media Asst.	Extra Summer Work - 160 hours	6/3/30	59	5.00	409	B21/4
7	Chon	Hanna	Tech., Library and Media Asst.	Extra Summer Work - 160 hours	6/3/30	59	5.00	409	B21/6
8	Churchwell	Jennifer	Tech., Library and Media Asst.	Extra Summer Work - 160 hours	6/3/30	59	5.00	409	B21/6
9	Harris	Heidi	Tech., Library and Media Asst.	Extra Summer Work - 160 hours	6/3/30	59	5.00	409	B21/6
10	Jones	Nathanael	Tech., Library and Media Asst.	Extra Summer Work - 160 hours	6/3/30	59	5.00	409	B21/3
11	Koeul	Christina	Tech., Library and Media Asst.	Extra Summer Work - 160 hours	6/3/30	59	5.00	409	B21/6
12	Lejano	Lourdes	Tech., Library and Media Asst.	Extra Summer Work - 160 hours	6/3/30	59	5.00	409	B21/6
13	Quinonez	Jeannette	Tech., Library and Media Asst.	Extra Summer Work - 160 hours	6/3/30	59	5.00	409	B21/3
14	Rashid	Zehra	Tech., Library and Media Asst.	Extra Summer Work - 160 hours	6/3/30	59	5.00	409	B21/6
15	Reese	Mary	Tech., Library and Media Asst.	Extra Summer Work - 160 hours	6/3/30	59	5.00	409	B21/6
16	Robinson	Katherine	Tech., Library and Media Asst.	Extra Summer Work - 160 hours	6/3/30	59	5.00	409	B21/6

	Α	В	С	D	Е	F	G	Н	I
1	Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
17	Weatrowski	Rebecca	Tech., Library and Media Asst.	Extra Summer Work - 160 hours	6/3/30	59	5.00	409	B21/6
18	Whittington	Gabrielle	Tech., Library and Media Asst.	Extra Summer Work - 160 hours	6/3/30	59	5.00	409	B21/2
19	Ramirez	Jose	Computer Tech I	Extra Summer Work - 176 hours	6/1/20	59	8.00	409	B30
20	Webb	Brooke	Computer Tech I	Extra Summer Work - 176 hours	6/1/20	59	8.00	409	B30
21	Canto	Laura	Tech., Library and Media Asst.	Extra Summer Work - 208 hours	7//1/20	59	5.00	409	B21/4
22	Chon	Hanna	Tech., Library and Media Asst.	Extra Summer Work - 208 hours	7//1/20	59	5.00	409	B21/6
23	Churchwell	Jennifer	Tech., Library and Media Asst.	Extra Summer Work - 208 hours	7//1/20	59	5.00	409	B21/6
24	Harris	Heidi	Tech., Library and Media Asst.	Extra Summer Work - 208 hours	7//1/20	59	5.00	409	B21/6
25	Jones	Nathanael	Tech., Library and Media Asst.	Extra Summer Work - 208 hours	7//1/20	59	5.00	409	B21/3
26	Keoul	Christina	Tech., Library and Media Asst.	Extra Summer Work - 208 hours	7//1/20	59	5.00	409	B21/6
27	Lejano	Lourdes	Tech., Library and Media Asst.	Extra Summer Work - 208 hours	7//1/20	59	5.00	409	B21/6
28	Quinonez	Jeannette	Tech., Library and Media Asst.	Extra Summer Work - 208 hours	7//1/20	59	5.00	409	B21/3
29	Rashid	Zehra	Tech., Library and Media Asst.	Extra Summer Work - 208 hours	7//1/20	59	5.00	409	B21/6
30	Reese	Mary	Tech., Library and Media Asst.	Extra Summer Work - 208 hours	7//1/20	59	5.00	409	B21/6

	Α	В	С	D	E	F	G	Н	I
1	Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
31	Robinson	Katherine	Tech., Library and Media Asst.	Extra Summer Work - 208 hours	7//1/20	59	5.00	409	B21/6
32	Weatrowski	Rebecca	Tech., Library and Media Asst.	Extra Summer Work - 208 hours	7//1/20	59	5.00	409	B21/6
33	Whittington	Gabrielle	Tech., Library and Media Asst.	Extra Summer Work - 208 hours	7//1/20	59	5.00	409	B21/2
34	Ramirez	Jose	Computer Tech I	Extra Summer Work - 224 hours	7/1/20	59	8.00	409	B30
35	Williamson	Sherrie	Computer Tech I	Extra Summer Work - 224 hours	7/1/20	59	8.00	409	B30
36	Webb	Brooke	Computer Tech I	Extra Summer Work - 224 hours	7//1/20	59	8.00	409	B30
37	Valtierra	Jessica	Clerical Assistant II/BB	Extra Summer Work - 40 hours	7/17/20	16	8.00	403	B20/3
38	Tran	Delia	Personnel Tech I	Extra Summer Work - NTE 144 hours	6/8/20	51	8.00	521	B23/6
39	Medina	Monica	Translator/Bilingual Tech	Extra Summer Work - NTE 20 hours	6/5/20	54	8.00	123	B24/6
40	Gutierrez	Diana	School Office Manager	Extra Summer Work- 40 hours	7/17/20	16	8.00	403	B25/4
41	Ramirez	Roboam	Clerical Assistant II/BB	Extra Summer Work, 8 hours/day	7/20/20	12	8.00	304	B20/6
42	Arias Eyre	Gabriella	School Office Manager	Extra Summer Work, 8 hours/day	7/20/20	12	8.00	304	B25/6
43	Gomez	Christina	Secretary	Extra Summer Work, NTE 120 hours	6/5/20	54	8.00	255	B25/6
44	Chow	Pamela	Project Liason	Extra Summer Work, NTE 90 hours	6/1/20		4.00	526	M04/3

	Α	В	С	D	Е	F	G	Н	I
1	Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
45	Employee ID	6315		FFCRA leave from 4/1/20-5/29/20					
46	Employee ID	7994		FFCRA leave from 4/1/20-5/29/20					
47	Employee ID	7856		FFCRA leave from 4/2/20-5/29/20					
48	Jimenez	Irma	Playground Supervisor	Increase in hours from 6 to 7/week	11/20/19	11	1.20	100	B7/4
49	Employee ID	2712		Medical Leave 2/28/20- 3/27/20					
50	Employee ID	2543		Medical Leave 4/29- 6/14/20					
51	Employee ID	5138		Medical Leave 3/2/20 - 4/30/20					
52	Employee ID	7616		Medical Leave 4/20- 5/29/20	4/20/20				
53	Employee ID	7616		Medical Leave 4/20- 5/29/20					
54	Employee ID	391		Medical Leave 5/4/20- 7/6/20					
55	Reminiskey	Thomas	Personnel Commissioner	New Commissioner - NTE \$250/month	5/12/20	58	0.00	522	0
56	Employee ID	7908		PDL 5/11/20-6/5/20	5/11/20				
57	Employee ID	7475		PDL 5/11/20-6/5/20					
58	Employee ID	7586		PDL 5/4/20-5/29/20					
59	Employee ID	2697		Placement on 39 month list					
60	Raprager	Deli	Inst Asst/Expanded Learning	Resignation, will remain as sub	5/29/20	60	3.90	2085	B11/1

	Α	В	С	D	Е	F	G	Н	I
1	Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
61	Contreras	Rocio	ASP Site Lead	Step Increase - Step 2	5/1/20	60	8.00	329	B18/1
62	Conlin	Jennifer	Inst Asst/ Special Ed	Step Increase - Step 2	5/1/20	54	6.00	242	B14/1
63	Rael	Maya	Inst Asst/Recreation	Step Increase - Step 2	5/1/20	11	3.95	100	B11/1
64	Benatz	Heidi	Inst Asst/Regular	Step Increase - Step 2	5/1/20	18	3.75	100	B11/1
65	Lebs	Candice	Inst Asst/Regular	Step Increase - Step 2	5/1/20		3.00	383	B11/1
66	Takahashi	Stacy	Inst Asst/Regular	Step Increase - Step 2	5/1/20		3.75	865	B11/1
67	DeAnda	Amber	Inst Asst/ Special Ed	Step increase - Step 3	5/1/20	54	3.60	126	B14/2
68	Juarez	Paloma	Inst Asst/BB	Step Increase - Step 3	5/1/20		3.00	383	B14/2
69	Kaanoi	Donna	Inst Asst/Regular	Step Increase - Step 3	5/1/20	60	3.50	310	B11/2
70	Ambriz	Erik	School Safety Monitor	Step Increase - Step 3	5/1/20	17	7.00	101	B16/2
71	Aguayo	Elisabeth	Social Services Asst.	Step Increase - Step 3	5/1/20	24	3.80	212	B17/2
72	Zazueta	Yadira	Health Assistant/BB	Step Increase - Step 4	5/1/20	23	3.75	402	B18/3
73	Battle	Candice	Inst Asst/Regular	Step Increase - Step 4	5/1/20	23	3.75	302	B11/3
		Maria							
74	Allen	Victoria	Clerical Assistant II	Step Increase - Step 5	5/1/20	23	3.00	304	B19/4
75	Chavez	Carla	Food Service Asst. I	Step Increase - Step 5	5/1/20	90	2.00	606	B8/4
76	Lopez	Alfredo	Gardener	Step Increase - Step 5	5/1/20	53	8.00	547	B19/4
	Pulido-								
77	Hannon	Vanessa	Inst Asst/ Special Ed	Step Increase - Step 5	5/1/20	54	6.00	125	B14/4
78	Smith	Catherine	Inst Asst/ Special Ed	Step Increase - Step 5	5/1/20	54	3.00	126	B14/4
79	Negrete	Lorena	Inst Asst/Recreation	Step Increase - Step 5	5/1/20	60	3.60	329	B11/4
80	Gleason	Aaron	Inst Asst/ Special Ed	Step Increase - Step 6	5/1/20	54	3.00	122	B14/5
81	Medina	Vanessa	Inst Asst/ Special Ed	Step Increase - Step 6	5/1/20	54	3.75	122	B14/5
82	Sissons	Alyssa	Inst Asst/ Special Ed	Step Increase - Step 6	5/1/20	54	6.00	121	B14/5
				Temporary Add'tl Hours,					
83	Arroyo	Zulma	Inst Asst/BB	NTE 65.2	3/16/20		3.00	383	B14/6
			Inst Asst/Expanded	Temporary Add'tl Hours,					
84	Bustamante	Lisbeth	Learning	NTE 65.2	3/16/20	60	3.95	329	B11/2

	Α	В	С	D	Е	F	G	Н	I
1	Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range
85	Do	John	Inst Asst/Expanded Learning	Temporary Add'tl Hours, NTE 65.2	3/16/20	60	3.95	329	B11/3
86	Do	Shirley	Inst Asst/Expanded Learning	Temporary Add'tl Hours, NTE 65.2	3/16/20	60	3.95	329	B11/4
87	Garcia	Lourdes	Inst Asst/Expanded Learning	Temporary Add'tl Hours, NTE 65.2	3/16/20	60	3.60	329	B11/6
88	McPhillips	Suzanne	Inst Asst/Regular	Temporary Add'tl Hours, NTE 65.2	3/16/20		3.00	383	B11/2
89	Otto Gaskill	Patricia	Inst Asst/Regular	Temporary Add'tl Hours, NTE 65.2	3/16/20		3.75	302	B11/6
90	Perez	Cristina	Inst Asst/Regular	Temporary Add'tl Hours, NTE 65.2	3/16/20	22	3.00	212	B11/3
91	Gonzalez	Benito	Custodian I	Temporary Add'tl Hours, NTE 8 hours/day	3/2/20	53	5.00	542	B17/6
92	Moreno	Maria	School Office Manager	Termed on Probation	5/8/20	29	8.00	403	B25/1
93	Aylesworth	Trent	Custodian I	Transfer from Fisler to Nutrition Services	5/8/20	90	8.00	606	B17/6
94	Zapata	Evelin	Custodian I	Transfer from Ladera Vista to Fisler	5/11/20	53	8.00	542	B17/6
95	Employee ID	8236		Unpaid LOA 4/28/20- 6/2/20					
96	Avila	Barbara	Playground Supervisor	WOC - Food Svc Asst I	4/27/20	19	1.17	100	B7/4
97	Betrue	Melissa	Playground Supervisor	WOC - Food Svc Asst I	4/27/20	24	1.83	100	B7/4
98	Venegas	Diana	Inst Asst/SE I	WOC - School Office Mgr	5/11/20	29	8.00	403	B25/3

	Α	В	С	D	Е	F	G	Н	I		
1	Last Name	First Name	Classification	Action	Effective	Site	Hours	Program	Range		
	This is to certif	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.									
			Chairpers	son							
99		y that this is a	an exact copy of the assid	nment of classified persor	nnel and ap	prove	d in the	minutes of	the		
100											
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DISCUSSION/ACTION ITEM

DATE: July 28, 2020

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

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

PREPARED BY: Melissa Greenwood, Director, Business Services

SUBJECT: ADOPT RESOLUTION #20/21-01 TO ESTABLISH TEMPORARY

INTERFUND TRANSFERS OF SPECIAL OR RESTRICTED FUND MONIES

Background: This resolution was previously taken on June 23rd and approved 5-0. However,

due to new legislation that came about since the resolution was signed, a public hearing is also required before the Board adopts. In order to provide flexibility in having cash available to meet its financial obligations, the Board of Trustees

may direct that money held in any fund or account may be temporarily

transferred to another fund or account of the District as authorized by Education

Code section 42603.

The amounts transferred shall be repaid either the same fiscal year or no later than 120 days from year-end. Up to 85% of the money in any fund can be temporarily transferred to another fund for cash flow purposes – this is an

increase from the normal 75% limitation.

Rationale: This agenda item will allow, if necessary, the use of temporary interfund

transfers and will allow the District to meet its financial obligations.

Funding: Not applicable.

Recommendation: Adopt Resolution #20/21-01 to establish temporary interfund transfers of

special or restricted fund monies.

RC:MG:yd Attachment

FULLERTON SCHOOL DISTRICT

RESOLUTION #20/21-01 TO ESTABLISH TEMPORARY INTERFUND TRANSFERS OF SPECIAL OR RESTRICTED FUND MONIES

ON MOTION of M	lember		, seconded by Member
		, the following R	esolution is hereby adopted:
account may be to	emporarily transferred		t that monies held in any fund or int of the District for payment of
			rrowing between funds or accounts and , to the borrowing fund or account; and
		be repaid either in the sa ne final 120 calendar day	me fiscal year, or in the following fiscal s of a fiscal year.
accordance with t fiscal year 2020/2	he provisions of Educ	ation Code section 42603 nsfer funds between the	es of the Fullerton School District, in 3, adopts the following authorization for following funds provided that all
FUND NO. DESC	RIPTION		
01	General Fund		
12	Child Developme	nt Fund	
13	Cafeteria Special	Revenue Fund	
14	Deferred Mainter	nance Fund	
21	Building Fund		
25	Capital Facilities	Fund	
40	Special Reserve	for Capital Outlay Fund	
67	Self Insurance Fu	und	
PASSED AND AL	OOPTED by the Board	of Trustees on July 28,	2020, by the following vote:
AYES:	NOES:	ABSTAIN	ABSENT:
STATE OF CALIF) ss		
the Board at a reg	gularly called and cond	ducted meeting held on s	Secretary of the Board of Trustees, do f a Resolution passed and adopted by aid date.
	nd this 28 th day of July	7 2020	
Clerk/Secretary, E	Board of Trustees		

FULLERTON SCHOOL DISTRICT

BOARD AGENDA ITEM #2b

District 22—Fullerton School District

District 40—CFD No. 2000-1 (Van Daele)

District 48—CFD No. 2001-1 (Amerige Heights)

DISCUSSION/ACTION ITEM

DATE: July 28, 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: ADOPT RESOLUTION #20/21-03 AUTHORIZING DESIGNATED DISTRICT

PERSONNEL TO SIGN VARIOUS DOCUMENTS BY SIGNATURE TO BE KEPT ON FILE BY THE ORANGE COUNTY SUPERINTENDENT OF

SCHOOLS FOR THE FULLERTON SCHOOL DISTRICT (DISTRICTS 22, 40,

48)

<u>Background:</u> In accordance with Education Code section 42633, "The governing board of

each school district shall be responsible for filing or causing to be filed with the county superintendent of schools the verified signature of each person, including members of the governing board, authorized to sign orders in its name. Except for districts determined to be fiscally accountable pursuant to section 42650, no order on the funds of any school district shall be approved by the county superintendent of schools unless the signatures are on file in his office and he is satisfied that the signatures on the order are those of persons

authorized to sign the order."

Resolution: The Orange County Superintendent of Schools requires that all designated

personnel authorized to sign various documents as listed on the attached

resolution be approved by the Board of Trustees.

Funding: Not applicable.

Recommendation: Adopt Resolution #20/21-03 authorizing designated District personnel to sign

various documents by signature to be kept on file by the Orange County

Superintendent of Schools for the Fullerton School District (Districts 22, 40, 48).

RC:MG:yd Attachment

BOARD OF TRUSTEES FULLERTON SCHOOL DISTRICT Orange County, California

RESOLUTION #20/21-03 DISTRICTS 22, 40, AND 48

RESOLUTION FOR THE AUTHORIZATION OF DESIGNATED DISTRICT PERSONNEL TO SIGN VARIOUS DOCUMENTS FOR THE FULLERTON SCHOOL DISTRICT

WHEREAS, Education Code section 42631 provides that all payments from the funds of a school district shall be made by written order of the governing board of the school district; and

WHEREAS, Education Code section 42632 requires that each order drawn on the funds of a school district be signed by a majority of the members of the governing board of the district, or by a person or persons authorized by the governing board to sign the orders in its name; and

WHEREAS, Education Code section 42633 requires that the verified signature of each person, including members of the governing board, authorized to sign orders in the name of the governing board shall be filed with the County Superintendent of Schools;

NOW, THEREFORE, BE IT RESOLVED, ORDERED, AND DECLARED that the Board of Trustees of the Fullerton School District authorizes the following named persons to approve the District documents as so indicated with their respective signatures to be kept on file by the Orange County Superintendent of Schools, effective July 28, 2020, and that all previous authorizations for approval are rescinded:

Signature	Federal, State, County Reports, Documents	Government Projects	Inter-district Agreements	Purchase Orders and / or Bid Documents	Contracts, Agreements	Leases	All Checking, Savings, Checks, Transfers	B-Warrants, Checks, All FSD Accts	Warrant Registers	Employee Notices, Status Changes
Robert Pletka, Ed.D., District Superintendent	Х	Χ	X	Х	Х	Χ	Х	X	Χ	Х
Robert R. Coghlan, Ph.D., Asst. Supt., Business Services	Х	Χ	Χ	Х	Х	Χ	Х	Х	Χ	Х
Jeremy Davis, Asst. Supt., Innovation/Instructional Support	Х	Χ	Χ		Х		Х	Х	Χ	
Chad Hammitt, Ed.D., Asst. Supt., Personnel Services	Х	Χ	Х		Х		Х	Х	Χ	Х
Julienne Lee Ed.D., Asst. Supt., Educational Services	Х	Χ	Х		Χ		Х	X	Χ	
Michael Burns, Director, Nutrition Services				Х	Х		Х	Х	Χ	
Melissa Greenwood, CPA, Director, Business Services	Х			Х			Х	Х	Χ	
Vacant, Director, Classified Personnel										Х
Michael McAdam, Director, Purchasing, Warehouse, Transportation				Х			Х	Х		
Scott Schlabsz, Director, Facilities, Maintenance, Operations				Х						

Damian Ibarra, CPA, Accounting Supervisor, Business Services				Х	Х	X
Rachel Grantham, Financial Analyst, Business Services				Х	Х	
Parisa Mohammad, Supervisor of Nutrition Services, Nutrition Services				Х	X	
Nancy Wikes, Supervisor of Nutrition Services, Nutrition Services				Х	X	

BE IT FURTHER RESOLVED that when the authorization is exercised, the claims and orders have been ordered paid by said Board of Trustees, and have been processed pursuant to the provisions of Education Code sections 42630-34.

Passed and adopted by the Board of Trustees of the Fullerton School District on July 28, 2020, by the following voice vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
STATE OF CALIFORNIA)) ss. COUNTY OF ORANGE)
I,, Clerk of the Board of Trustees of the Fullerton School District of Orange County, California, hereby certify that the above resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 28 th day of July 2020, and I have hereunto set my hand and seal this 28 th day of July 2020.
Clerk, Board of Trustees

DISCUSSION/ACTION ITEM

DATE: July 28, 2020

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

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

PREPARED BY: Rachel Grantham, Financial Analyst, Business Services

SUBJECT: ADOPT RESOLUTION #20/21-04 AUTHORIZING AND PROVIDING FOR THE

LEVYING OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT

2000-1 (DISTRICT 40, VAN DAELE)

<u>Background:</u> On June 13, 2000, the Fullerton School District formed Community Facilities

District (CFD) No. 2000-1 pursuant to the Mello-Roos Community Facilities Act

of 1982, as amended, on 14.71 net acres of property owned by Fullerton 104/AFX, LTD., a California limited partnership of which Van Daele

Development Corporation, a California corporation, was the general partner. CFD No. 2000-1 issued 2001 special tax bonds in the amount of \$1.195.000 on

November 1, 2001.

With the formation of CFD No. 2000-1 and the issuance of special tax bonds, annual special taxes need to be levied on taxable property to pay interest and principal to the bondholders. Accordingly, please find attached Resolution #20/21-04, which authorizes and provides for the levying of special taxes in CFD No. 2000-1 for fiscal year 2020/2021. The special taxes were calculated

and levied in accordance with the Rate and Method of Apportionment

previously Board-approved.

Rationale: Annual authorization of the special tax levy is required by law.

Funding: Not applicable.

Recommendation: Adopt Resolution #20/21-04 authorizing and providing for the levying of special

taxes within Community Facilities District 2000-1 (District 40, Van Daele).

RC:RG:yd Attachments

FULLERTON SCHOOL DISTRICT RESOLUTION #20/21-04

RESOLUTION OF THE BOARD OF TRUSTEES OF THE FULLERTON SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2000-1 (VAN DAELE) AUTHORIZING AND PROVIDING FOR THE LEVYING OF SPECIAL TAXES WITHIN SAID DISTRICT

WHEREAS, the Board of Trustees of the Fullerton School District (the "Board") has heretofore taken proceedings pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the "Act") for the establishment of Community Facilities District No. 2000-1 (the "District") for the purpose of providing educational facilities for the use of residents of the District; and

WHEREAS, following a special election of the qualified electors of the District, this Board on June 27, 2000, acting as the governing body of the District, adopted Ordinance No. 99/00-1 ("Ordinance") which provided for the levying and collection of special taxes within the District, "as provided in the Act and Ordinance and as approved by the qualified electors"; and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the special taxes for fiscal year 2020/2021 by the adoption of a Resolution as specified by the Act and Ordinances.

NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

- Section 1. In accordance with the Act and Ordinances, there is hereby levied upon all properties within the District, including all annexed territory, which are not otherwise exempt from taxation under the Act or Ordinances, the special taxes for fiscal year 2020/2021 set forth in the Ordinances at the tax rates as set forth therein and in Exhibit "A" hereto, as may be amended without further action of the Board to reflect updated information on assessor's parcel numbers from the County of Orange. The Assistant Superintendent, Business Services, is hereby authorized and directed to establish the final rates to be levied, which final rates shall not exceed the maximum rates.
- Section 2. The above-authorized special taxes shall be collected in the same manner as ad valorem property taxes on the secured roll by the Treasurer-Tax Collector of the County of Orange and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for such ad valorem taxes.
- <u>Section 3</u>. The Clerk and Assistant Superintendent of Business are hereby authorized to transmit a certified copy of this Resolution to the Orange County Auditor-Controller, together with other supporting documentation as may be required, in order to place said special taxes on the secured property tax roll for fiscal year 2020/2021 and to perform all other acts which are required by the Act, Ordinances or by-law in order to accomplish the purpose of this Resolution.

AYES:		
ABSENT:		
ABSTAIN		
ABSTAIN		
		Jacobska Varance Dragidant
		Jeanette Vazquez, President Board of Trustees
ATTEST:		
Clerk of the Board of Ti	rustees	
	rustees	
	rustees)) ss	
Clerk of the Board of To State of California County of Orange)	
tate of California)	. Clerk of the Board of Trustees of the
tate of California county of Orange I, ullerton School Distric)) ss) t, do hereby cert	, Clerk of the Board of Trustees of the tify that the foregoing Resolution was duly passed, approved, of the Fullerton School District at a Regular meeting of said

Special Tax Levy For Fiscal Year 2020/2021

Book	Page	Parcel	Special Tax
284	113	13	\$1,366.16
284	113	14	\$1,366.16
284	113	15	\$1,366.16
284	113	16	\$1,366.16
284	113	17	\$1,366.16
284	113	18	\$1,366.16
284	113	19	\$1,366.16
284	113	20	\$1,366.16
284	113	21	\$1,366.16
284	113	22	\$1,366.16
284	113	23	\$1,366.16
284	113	24	\$1,366.16
284	113	25	\$1,366.16
284	113	26	\$0.00
284	113	27	\$0.00
284	113	28	\$0.00
284	113	29	\$0.00
284	471	1	\$1,366.16
284	471	2	\$1,366.16
284	471	3	\$1,366.16
284	471	4	\$1,366.16
284	471	5	\$1,366.16
284	471	6	\$1,366.16
284	471	7	\$1,366.16
284	471	8	\$1,366.16
284	471	9	\$1,366.16
284	471	10	\$1,366.16
284	471	11	\$1,366.16
284	471	12	\$1,366.16
284	471	13	\$1,366.16
284	471	14	\$1,366.16
284	471	15	\$1,366.16
284	471	16	\$1,366.16
284	471	17	\$1,366.16
284	471	18	\$1,366.16
284	471	19	\$1,366.16
284	471	20	\$1,366.16
284	471	21	\$1,366.16
284	471	22	\$1,366.16

July 28, 2020 Page 1 of 3

Special Tax Levy For Fiscal Year 2020/2021

Book	Page	Parcel	Special Tax
284	471	23	\$1,366.16
284	471	24	\$1,366.16
284	471	25	\$1,366.16
284	471	26	\$1,366.16
284	471	27	\$1,366.16
284	471	28	\$1,366.16
284	471	29	\$1,366.16
284	471	30	\$1,366.16
284	471	31	\$1,366.16
284	471	32	\$1,366.16
284	471	33	\$1,366.16
284	471	34	\$1,366.16
284	471	35	\$1,366.16
284	471	36	\$1,366.16
284	471	37	\$1,366.16
284	471	38	\$1,366.16
284	471	39	\$1,366.16
284	471	40	\$1,366.16
284	471	41	\$1,366.16
284	471	42	\$0.00
284	471	43	\$0.00
284	471	44	\$0.00
284	471	45	\$0.00
284	471	46	\$0.00
284	471	47	\$0.00
284	471	48	\$0.00
284	481	1	\$1,366.16
284	481	2	\$1,366.16
284	481	3	\$1,366.16
284	481	4	\$1,366.16
284	481	5	\$1,366.16
284	481	6	\$1,366.16
284	481	7	\$1,366.16
284	481	8	\$1,366.16
284	481	9	\$1,366.16
284	481	10	\$1,366.16
284	481	11	\$1,366.16

July 28, 2020 Page 2 of 3

Special Tax Levy For Fiscal Year 2020/2021

Book	Page	Parcel	Special Tax
284	481	12	\$1,366.16
284	481	13	\$1,366.16
284	481	14	\$1,366.16
284	481	15	\$1,366.16
284	481	16	\$1,366.16
284	481	17	\$1,366.16
284	481	18	\$1,366.16
284	481	19	\$1,366.16
284	481	20	\$1,366.16
284	481	21	\$1,366.16
284	481	22	\$1,366.16
284	481	23	\$1,366.16
284	481	24	\$1,366.16
284	481	25	\$1,366.16
284	481	26	\$1,366.16
284	481	27	\$1,366.16
284	481	28	\$1,366.16
284	481	29	\$1,366.16
284	481	30	\$1,366.16
284	481	31	\$1,366.16
284	481	32	\$1,366.16
284	481	33	\$1,366.16
284	481	34	\$1,366.16
284	481	35	\$1,366.16
284	481	36	\$1,366.16
284	481	37	\$1,366.16
284	481	38	\$0.00
284	481	39	\$0.00
284	481	40	\$0.00
284	481	41	\$0.00
284	481	42	\$0.00
284	481	43	\$0.00
284	481	44	\$0.00
284	481	45	\$0.00

Major Conclusions	
Total Number of Parcels	110
Number of Parcels Taxed	91
Total Special Tax Levy for Fiscal Year 2020/2021	\$124,320.56

July 28, 2020 Page 3 of 3

BOARD AGENDA ITEM #2d

DISCUSSION/ACTION ITEM

DATE: July 28, 2020

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

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

PREPARED BY: Rachel Grantham, Financial Analyst, Business Services

SUBJECT: ADOPT RESOLUTION #20/21-05 AUTHORIZING AND PROVIDING FOR THE

LEVYING OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT

2001-1 (DISTRICT 48, AMERIGE HEIGHTS)

<u>Background:</u> On August 14, 2001, the Fullerton School District formed Community Facilities

District (CFD) No. 2001-1 pursuant to the Mello-Roos Community Facilities Act of 1982, as amended on 106.72 net acres of property known as the Amerige Heights Project. CFD No. 2001-1 issued 2001 special tax bonds in the amount

of \$19,450,000 on December 1, 2001.

With the formation of CFD No. 2001-1 and the issuance of special tax bonds, annual special taxes need to be levied on taxable property to pay interest and principal to the bondholders. Accordingly, please find attached Resolution #20/21-05, which authorizes and provides for the levying of special taxes in CFD No. 2001-1 for fiscal year 2020/2021. The special taxes were calculated

and levied in accordance with the Rate and Method of Apportionment

previously Board-approved.

Rationale: Annual authorization of the special tax levy is required by law.

Funding: Not applicable.

Recommendation: Adopt Resolution #20/21-05 authorizing and providing for the levying of special

taxes within Community Facilities District 2001-1 (District 48, Amerige Heights).

RC:RG:yd Attachments

FULLERTON SCHOOL DISTRICT RESOLUTION #20/21-05

RESOLUTION OF THE BOARD OF TRUSTEES OF THE FULLERTON SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-1 (AMERIGE HEIGHTS) AUTHORIZING AND PROVIDING FOR THE LEVYING OF SPECIAL TAXES WITHIN SAID DISTRICT

WHEREAS, the Board of Trustees of the Fullerton School District (the "Board") has heretofore taken proceedings pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the "Act") for the establishment of Community Facilities District No. 2001-1 (the "District") for the purpose of providing educational facilities for the use of residents of the District; and

WHEREAS, following a special election of the qualified electors of the District, this Board on August 28, 2001, acting as the governing body of the District, adopted Ordinance No. 01/02-1 ("Ordinance") which provided for the levying and collection of special taxes within the District, "as provided in the Act and Ordinance and as approved by the qualified electors"; and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the special taxes for fiscal year 2020/2021 by the adoption of a Resolution as specified by the Act and Ordinances.

NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

Section 1. In accordance with the Act and Ordinances, there is hereby levied upon all properties within the District, including all annexed territory which are not otherwise exempt from taxation under the Act or Ordinances, the special taxes for fiscal year 2020/2021 set forth in the Ordinances at the tax rates as set forth therein and in Exhibit "A" hereto, as may be amended without further action of the Board to reflect updated information on assessor's parcel numbers from the County of Orange. The Assistant Superintendent, Business Services, is hereby authorized and directed to establish the final rates to be levied, which final rates shall not exceed the maximum rates.

Section 2. The above-authorized special taxes shall be collected in the same manner as ad valorem property taxes on the secured roll by the Treasurer-Tax Collector of the County of Orange and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for such ad valorem taxes.

<u>Section 3</u>. The Clerk and Assistant Superintendent of Business are hereby authorized to transmit a certified copy of this Resolution to the Orange County Auditor-Controller, together with other supporting documentation as may be required in order to place said special taxes on the secured property tax roll for fiscal year 2020/2021 and to perform all other acts which are required by the Act, Ordinances or by-law in order to accomplish the purpose of this Resolution.

PASSED, APPROVED, and ADC	PPTED this 28 th day of July 2020
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
	Jeanette Vazquez, President Board of Trustees
ATTEST:	
Clerk of the Board of Trustees	
State of California)) ss	
County of Orange)	
I,	, Clerk of the Board of Trustees of the
and adopted by the Board of Trustees of	y that the foregoing Resolution was duly passed, approved, the Fullerton School District at a Regular meeting of said strict 48 held on the 28 th day of July 2020.
	Clerk of the Board of Trustees

Special Tax Levy For Fiscal Year 2020/2021

Book	Page	Parcel	Interest	Special Tax
280	312	4	0	\$0.00
280	321	1	0	\$1,957.40
280	321	2	0	\$1,957.40
280	321	3	0	\$1,957.40
280	321	4	0	\$1,957.40
280	321	5	0	\$1,957.40
280	321	6	0	\$1,957.40
280	321	7	0	\$1,957.40
280	321	8	0	\$1,957.40
280	321	9	0	\$1,957.40
280	321	10	0	\$1,722.52
280	321	11	0	\$1,957.40
280	321	12	0	\$1,957.40
280	321	13	0	\$1,722.52
280	321	14	0	\$1,957.40
280	321	15	0	\$1,957.40
280	321	16	0	\$1,957.40
280	321	17	0	\$1,957.40
280	321	18	0	\$1,722.52
280	321	19	0	\$1,957.40
280	321	20	0	\$1,957.40
280	321	21	0	\$1,957.40
280	321	22	0	\$1,722.52
280	321	23	0	\$1,957.40
280	321	24	0	\$1,957.40
280	321	25	0	\$1,722.52
280	321	26	0	\$1,957.40
280	321	27	0	\$1,957.40
280	321	28	0	\$1,957.40
280	321	29	0	\$1,722.52
280	321	30	0	\$1,957.40
280	321	31	0	\$1,957.40
280	321	32	0	\$1,957.40
280	321	33	0	\$1,957.40
280	321	34	0	\$1,722.52
280	321	35	0	\$1,957.40
280	321	36	0	\$1,957.40
280	321	37	0	\$1,957.40
280	321	38	0	\$1,722.52

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Fullerton School District CFD No. 2001-1 Special Tax Levy For Fiscal Year 2020/2021

Book	Page	Parcel	Interest	Special Tax
280	321	39	0	\$1,957.40
280	321	40	0	\$1,957.40
280	321	41	0	\$1,957.40
280	321	42	0	\$1,957.40
280	321	43	0	\$1,722.52
280	321	44	0	\$1,957.40
280	321	45	0	\$1,957.40
280	321	46	0	\$1,957.40
280	321	47	0	\$1,957.40
280	321	48	0	\$1,957.40
280	321	49	0	\$1,957.40
280	321	50	0	\$1,957.40
280	321	51	0	\$0.00
280	321	52	0	\$0.00
280	321	53	0	\$0.00
280	321	54	0	\$0.00
280	321	55	0	\$0.00
280	321	56	0	\$0.00
280	321	57	0	\$0.00
280	321	58	0	\$0.00
280	331	1	0	\$1,957.40
280	331	2	0	\$1,957.40
280	331	3	0	\$1,957.40
280	331	4	0	\$1,957.40
280	331	5	0	\$1,957.40
280	331	6	0	\$1,957.40
280	331	7	0	\$1,722.52
280	331	8	0	\$1,957.40
280	331	9	0	\$1,957.40
280	331	10	0	\$1,957.40
280	331	11	0	\$1,722.52
280	331	12	0	\$1,957.40
280	331	13	0	\$1,957.40
280	331	14	0	\$1,957.40
280	331	15	0	\$1,957.40
280	331	16	0	\$1,957.40
280	331	17	0	\$1,957.40
280	331	18	0	\$1,957.40
280	331	19	0	\$1,957.40

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Special Tax Levy For Fiscal Year 2020/2021

Book	Page	Parcel	Interest	Special Tax
280	331	20	0	\$1,957.40
280	331	21	0	\$1,957.40
280	331	22	0	\$1,957.40
280	331	23	0	\$1,722.52
280	331	24	0	\$1,957.40
280	331	25	0	\$1,957.40
280	331	26	0	\$1,957.40
280	331	27	0	\$1,957.40
280	331	28	0	\$1,957.40
280	331	29	0	\$1,957.40
280	331	30	0	\$1,957.40
280	331	31	0	\$1,957.40
280	331	32	0	\$1,957.40
280	331	33	0	\$1,957.40
280	331	34	0	\$1,957.40
280	331	35	0	\$1,957.40
280	331	36	0	\$1,722.52
280	331	37	0	\$1,957.40
280	331	38	0	\$1,722.52
280	331	39	0	\$1,957.40
280	331	40	0	\$1,957.40
280	331	41	0	\$1,957.40
280	331	42	0	\$1,957.40
280	331	43	0	\$1,722.52
280	331	44	0	\$1,957.40
280	331	45	0	\$1,957.40
280	331	46	0	\$1,957.40
280	331	47	0	\$1,957.40
280	331	48	0	\$1,957.40
280	331	49	0	\$1,957.40
280	331	50	0	\$1,722.52
280	331	51	0	\$1,957.40
280	331	52	0	\$1,957.40
280	331	53	0	\$1,957.40
280	331	54	0	\$1,722.52
280	331	55	0	\$1,957.40
280	331	56	0	\$1,957.40
280	331	57	0	\$1,957.40
280	331	58	0	\$1,957.40

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Special Tax Levy For Fiscal Year 2020/2021

Book	Page	Parcel	Interest	Special Tax
280	331	59	0	\$1,957.40
280	331	60	0	\$1,957.40
280	331	61	0	\$1,957.40
280	331	62	0	\$1,957.40
280	331	63	0	\$1,722.52
280	331	64	0	\$1,957.40
280	331	65	0	\$1,957.40
280	331	66	0	\$1,957.40
280	331	67	0	\$1,957.40
280	331	68	0	\$1,957.40
280	331	69	0	\$1,957.40
280	331	70	0	\$1,957.40
280	331	71	0	\$1,722.52
280	331	72	0	\$0.00
280	331	73	0	\$0.00
280	331	74	0	\$0.00
280	331	78	0	\$0.00
280	341	1	0	\$1,428.90
280	341	2	0	\$1,722.52
280	341	3	0	\$1,722.52
280	341	4	0	\$1,722.52
280	341	5	0	\$1,722.52
280	341	6	0	\$1,722.52
280	341	7	0	\$1,722.52
280	341	8	0	\$1,722.52
280	341	9	0	\$1,428.90
280	341	10	0	\$1,722.52
280	341	11	0	\$1,722.52
280	341	12	0	\$1,722.52
280	341	13	0	\$1,722.52
280	341	14	0	\$1,722.52
280	341	15	0	\$1,428.90
280	341	16	0	\$1,722.52
280	341	17	0	\$1,722.52
280	341	18	0	\$1,722.52
280	341	19	0	\$1,428.90
280	341	20	0	\$1,722.52
280	341	21	0	\$1,722.52
280	341	22	0	\$1,428.90

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Fullerton School District CFD No. 2001-1 Special Tax Levy For Fiscal Year 2020/2021

Book	Page	Parcel	Interest	Special Tax
280	341	23	0	\$1,722.52
280	341	24	0	\$1,722.52
280	341	25	0	\$1,722.52
280	341	26	0	\$1,428.90
280	341	27	0	\$1,722.52
280	341	28	0	\$1,722.52
280	341	29	0	\$1,428.90
280	341	30	0	\$1,722.52
280	341	31	0	\$1,722.52
280	341	32	0	\$1,722.52
280	341	33	0	\$1,722.52
280	341	34	0	\$1,428.90
280	341	35	0	\$1,722.52
280	341	36	0	\$1,722.52
280	341	37	0	\$1,722.52
280	341	38	0	\$1,722.52
280	341	39	0	\$1,722.52
280	341	40	0	\$1,428.90
280	341	41	0	\$1,722.52
280	341	42	0	\$1,722.52
280	341	43	0	\$1,722.52
280	341	44	0	\$1,722.52
280	341	45	0	\$1,722.52
280	341	55	0	\$1,722.52
280	341	56	0	\$1,722.52
280	341	57	0	\$1,428.90
280	341	58	0	\$1,722.52
280	341	59	0	\$1,722.52
280	341	60	0	\$1,722.52
280	341	61	0	\$1,722.52
280	341	62	0	\$1,428.90
280	341	63	0	\$1,722.52
280	341	64	0	\$1,722.52
280	341	65	0	\$1,428.90
280	341	66	0	\$1,428.90
280	341	67	0	\$1,722.52
280	341	68	0	\$1,428.90
280	341	69	0	\$1,722.52
280	341	70	0	\$1,428.90

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Special Tax Levy For Fiscal Year 2020/2021

Book	Page	Parcel	Interest	Special Tax
280	341	71	0	\$1,722.52
280	341	72	0	\$1,722.52
280	341	73	0	\$1,722.52
280	341	74	0	\$1,722.52
280	341	75	0	\$1,428.90
280	341	76	0	\$1,722.52
280	341	77	0	\$1,722.52
280	341	78	0	\$1,722.52
280	341	79	0	\$1,428.90
280	341	80	0	\$1,722.52
280	341	81	0	\$1,428.90
280	341	82	0	\$1,722.52
280	351	1	0	\$1,957.40
280	351	2	0	\$1,957.40
280	351	3	0	\$1,957.40
280	351	4	0	\$1,957.40
280	351	5	0	\$1,957.40
280	351	6	0	\$1,957.40
280	351	7	0	\$1,957.40
280	351	8	0	\$1,957.40
280	351	9	0	\$1,957.40
280	351	10	0	\$1,957.40
280	351	11	0	\$1,957.40
280	351	12	0	\$1,957.40
280	351	13	0	\$1,957.40
280	351	14	0	\$1,957.40
280	351	15	0	\$1,957.40
280	351	16	0	\$1,957.40
280	351	17	0	\$1,722.52
280	351	21	0	\$1,722.52
280	351	22	0	\$1,722.52
280	351	23	0	\$1,722.52
280	351	24	0	\$1,722.52
280	351	25	0	\$1,722.52
280	351	26	0	\$1,722.52
280	351	27	0	\$1,722.52
280	351	28	0	\$1,722.52
280	351	29	0	\$1,722.52
280	351	30	0	\$1,722.52

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Fullerton School District CFD No. 2001-1 pecial Tax Levy For Fiscal Year 2020/2021

Special Tax Levy For Fiscal Year 2020/2021

Book	Page	Parcel	Interest	Special Tax
280	351	31	0	\$1,722.52
280	351	32	0	\$1,722.52
280	351	33	0	\$1,722.52
280	351	34	0	\$1,722.52
280	351	35	0	\$1,722.52
280	351	36	0	\$1,722.52
280	351	37	0	\$1,722.52
280	351	38	0	\$1,722.52
280	351	39	0	\$1,722.52
280	351	40	0	\$1,722.52
280	351	41	0	\$1,722.52
280	351	42	0	\$1,722.52
280	351	43	0	\$1,722.52
280	351	44	0	\$1,722.52
280	351	45	0	\$1,722.52
280	351	46	0	\$1,722.52
280	351	47	0	\$1,722.52
280	351	48	0	\$1,722.52
280	351	49	0	\$1,722.52
280	351	50	0	\$1,722.52
280	351	51	0	\$1,722.52
280	351	52	0	\$1,722.52
280	351	53	0	\$1,722.52
280	351	54	0	\$1,722.52
280	351	55	0	\$1,722.52
280	351	56	0	\$1,722.52
280	351	57	0	\$1,722.52
280	351	58	0	\$1,722.52
280	351	59	0	\$1,722.52
280	351	60	0	\$1,722.52
280	351	61	0	\$1,722.52
280	351	62	0	\$1,722.52
280	351	63	0	\$1,722.52
280	351	64	0	\$1,722.52
280	351	65	0	\$1,722.52
280	351	66	0	\$1,722.52
280	351	67	0	\$1,722.52
280	351	68	0	\$1,722.52
280	351	69	0	\$1,722.52

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Special Tax Levy For Fiscal Year 2020/2021

Book	Page	Parcel	Interest	Special Tax
280	351	70	0	\$1,957.40
280	351	71	0	\$1,722.52
280	351	72	0	\$1,957.40
280	351	73	0	\$1,722.52
280	351	74	0	\$1,957.40
280	351	75	0	\$1,722.52
280	351	76	0	\$1,957.40
280	351	77	0	\$1,722.52
280	351	78	0	\$1,957.40
280	351	79	0	\$1,722.52
280	351	80	0	\$1,957.40
280	351	81	0	\$1,722.52
280	351	82	0	\$1,957.40
280	351	83	0	\$1,722.52
280	351	84	0	\$1,957.40
280	351	85	0	\$1,722.52
280	351	86	0	\$1,957.40
280	351	87	0	\$1,722.52
280	361	1	0	\$1,957.40
280	361	2	0	\$1,722.52
280	361	3	0	\$1,957.40
280	361	4	0	\$1,957.40
280	361	5	0	\$1,722.52
280	361	6	0	\$1,957.40
280	361	7	0	\$1,957.40
280	361	8	0	\$1,957.40
280	361	9	0	\$1,957.40
280	361	10	0	\$1,957.40
280	361	11	0	\$1,957.40
280	361	12	0	\$1,957.40
280	361	13	0	\$1,957.40
280	361	14	0	\$1,957.40
280	361	15	0	\$1,957.40
280	361	16	0	\$1,957.40
280	361	17	0	\$1,957.40
280	361	18	0	\$1,722.52
280	361	19	0	\$1,957.40
280	361	20	0	\$1,957.40
280	361	21	0	\$1,957.40

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Fullerton School District CFD No. 2001-1 Special Tax Levy For Fiscal Year 2020/2021

Book	Page	Parcel	Interest	Special Tax
280	361	22	0	\$1,722.52
280	361	23	0	\$1,957.40
280	361	24	0	\$1,957.40
280	361	25	0	\$1,722.52
280	361	26	0	\$1,957.40
280	361	27	0	\$1,722.52
280	361	28	0	\$1,957.40
280	361	29	0	\$1,957.40
280	361	30	0	\$1,957.40
280	361	31	0	\$1,957.40
280	361	32	0	\$1,957.40
280	361	33	0	\$1,722.52
280	361	34	0	\$1,957.40
280	361	35	0	\$1,957.40
280	361	36	0	\$1,722.52
280	361	37	0	\$1,957.40
280	361	38	0	\$1,957.40
280	361	39	0	\$1,957.40
280	361	40	0	\$1,957.40
280	361	41	0	\$1,957.40
280	361	42	0	\$1,957.40
280	361	43	0	\$1,957.40
280	361	44	0	\$1,957.40
280	361	45	0	\$1,722.52
280	361	46	0	\$1,957.40
280	361	47	0	\$1,957.40
280	361	48	0	\$1,957.40
280	361	49	0	\$1,957.40
280	361	50	0	\$1,957.40
280	361	51	0	\$1,957.40
280	361	52	0	\$1,957.40
280	361	53	0	\$1,957.40
280	361	54	0	\$1,957.40
280	361	55	0	\$1,957.40
280	361	56	0	\$1,957.40
280	361	57	0	\$1,957.40
280	361	58	0	\$1,957.40
280	361	59	0	\$1,957.40
280	361	60	0	\$1,722.52

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Special Tax Levy For Fiscal Year 2020/2021

Book	Page	Parcel	Interest	Special Tax
280	361	61	0	\$1,957.40
280	361	62	0	\$1,957.40
280	361	63	0	\$0.00
280	371	1	0	\$2,427.18
280	371	2	0	\$2,153.16
280	371	3	0	\$2,153.16
280	371	4	0	\$2,427.18
280	371	5	0	\$2,427.18
280	371	6	0	\$2,153.16
280	371	7	0	\$2,427.18
280	371	8	0	\$2,153.16
280	371	9	0	\$2,427.18
280	371	10	0	\$2,153.16
280	371	11	0	\$2,153.16
280	371	12	0	\$2,427.18
280	371	13	0	\$2,153.16
280	371	14	0	\$2,427.18
280	371	15	0	\$2,153.16
280	371	16	0	\$2,427.18
280	371	17	0	\$2,427.18
280	371	18	0	\$2,153.16
280	371	19	0	\$2,153.16
280	371	20	0	\$2,153.16
280	371	21	0	\$2,427.18
280	371	22	0	\$2,153.16
280	371	23	0	\$2,427.18
280	371	24	0	\$2,153.16
280	371	25	0	\$2,153.16
280	371	26	0	\$2,427.18
280	371	27	0	\$2,153.16
280	371	28	0	\$2,427.18
280	371	29	0	\$2,153.16
280	371	30	0	\$2,153.16
280	371	31	0	\$2,427.18
280	371	32	0	\$2,427.18
280	371	33	0	\$2,153.16
280	371	34	0	\$2,153.16
280	371	35	0	\$2,153.16
280	371	36	0	\$2,153.16

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Special Tax Levy For Fiscal Year 2020/2021 Page Parcel Interest

Book	Page	Parcel	Interest	Special Tax
280	371	37	0	\$2,427.18
280	371	38	0	\$2,427.18
280	371	39	0	\$2,427.18
280	371	40	0	\$2,427.18
280	371	41	0	\$2,153.16
280	371	42	0	\$2,153.16
280	371	43	0	\$2,427.18
280	371	44	0	\$2,153.16
280	371	45	0	\$2,153.16
280	371	46	0	\$0.00
280	371	48	0	\$0.00
280	371	49	0	\$0.00
280	371	50	0	\$0.00
280	381	1	0	\$2,427.18
280	381	2	0	\$2,427.18
280	381	3	0	\$2,153.16
280	381	4	0	\$2,427.18
280	381	5	0	\$2,153.16
280	381	6	0	\$2,153.16
280	381	7	0	\$2,427.18
280	381	8	0	\$2,153.16
280	381	9	0	\$2,427.18
280	381	10	0	\$2,427.18
280	381	11	0	\$2,153.16
280	381	12	0	\$2,427.18
280	381	13	0	\$2,153.16
280	381	14	0	\$2,427.18
280	381	15	0	\$2,153.16
280	381	16	0	\$2,427.18
280	381	17	0	\$2,153.16
280	381	18	0	\$2,427.18
280	381	19	0	\$2,153.16
280	381	20	0	\$2,427.18
280	381	21	0	\$2,427.18
280	381	22	0	\$2,153.16
280	381	23	0	\$2,427.18
280	381	24	0	\$2,153.16
280	381	25	0	\$2,427.18
280	381	26	0	\$2,153.16

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Special Tax Levy For Fiscal Year 2020/2021

Book	Page	Parcel	Interest	Special Tax
280	381	27	0	\$2,153.16
280	381	28	0	\$2,427.18
280	381	29	0	\$2,427.18
280	381	30	0	\$2,153.16
280	381	31	0	\$2,427.18
280	381	32	0	\$2,153.16
280	381	33	0	\$2,427.18
280	381	34	0	\$2,427.18
280	381	35	0	\$2,153.16
280	381	36	0	\$2,153.16
280	381	37	0	\$2,427.18
280	381	38	0	\$2,427.18
280	381	39	0	\$2,153.16
280	381	40	0	\$2,153.16
280	381	41	0	\$2,427.18
280	381	42	0	\$2,153.16
280	381	43	0	\$2,153.16
280	381	44	0	\$2,427.18
280	381	45	0	\$2,427.18
280	381	46	0	\$2,153.16
280	381	47	0	\$2,427.18
280	381	48	0	\$2,153.16
280	381	49	0	\$2,427.18
280	381	50	0	\$2,427.18
280	381	51	0	\$2,153.16
280	381	52	0	\$2,427.18
280	381	53	0	\$2,153.16
280	381	54	0	\$2,427.18
280	381	55	0	\$2,153.16
280	381	56	0	\$2,153.16
280	381	57	0	\$2,427.18
280	381	58	0	\$2,153.16
280	381	59	0	\$2,427.18
280	381	60	0	\$0.00
280	381	67	0	\$1,722.52
280	381	68	0	\$1,722.52
280	381	69	0	\$1,722.52
280	381	70	0	\$1,722.52
280	381	71	0	\$1,722.52

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Book	Page	Parcel	Interest	Special Tax
280	381	72	0	\$1,722.52
280	381	73	0	\$1,722.52
280	381	74	0	\$1,722.52
280	381	75	0	\$1,722.52
280	381	76	0	\$1,722.52
280	381	77	0	\$1,722.52
280	381	78	0	\$1,722.52
280	381	79	0	\$1,722.52
280	381	80	0	\$1,722.52
280	381	81	0	\$1,722.52
280	381	82	0	\$1,722.52
280	381	83	0	\$1,722.52
280	381	84	0	\$0.00
280	381	86	0	\$0.00
280	391	1	0	\$1,957.40
280	391	2	0	\$2,427.18
280	391	3	0	\$2,153.16
280	391	4	0	\$1,957.40
280	391	5	0	\$2,427.18
280	391	6	0	\$2,153.16
280	391	7	0	\$1,957.40
280	391	8	0	\$2,427.18
280	391	9	0	\$2,427.18
280	391	10	0	\$2,153.16
280	391	11	0	\$2,427.18
280	391	12	0	\$1,957.40
280	391	13	0	\$2,153.16
280	391	14	0	\$2,427.18
280	391	15	0	\$2,153.16
280	391	16	0	\$2,427.18
280	391	17	0	\$2,153.16
280	391	18	0	\$2,427.18
280	391	19	0	\$0.00
280	391	23	0	\$1,428.90
280	391	24	0	\$1,057.00
280	391	25	0	\$1,428.90
280	391	26	0	\$1,057.00
280	391	27	0	\$1,428.90
280	391	28	0	\$1,428.90

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Book	Page	Parcel	Interest	Special Tax
280	391	29	0	\$1,428.90
280	391	30	0	\$1,057.00
280	391	31	0	\$1,428.90
280	391	32	0	\$1,057.00
280	391	33	0	\$1,428.90
280	391	34	0	\$1,428.90
280	391	35	0	\$1,428.90
280	391	36	0	\$1,057.00
280	391	37	0	\$1,428.90
280	391	38	0	\$1,428.90
280	391	39	0	\$1,428.90
280	391	40	0	\$1,057.00
280	391	41	0	\$1,428.90
280	391	42	0	\$1,428.90
280	391	43	0	\$1,428.90
280	391	44	0	\$1,057.00
280	391	45	0	\$1,428.90
280	391	46	0	\$1,428.90
280	391	47	0	\$0.00
280	391	48	0	\$0.00
280	391	49	0	\$0.00
280	391	50	0	\$0.00
280	391	51	0	\$0.00
280	391	52	0	\$0.00
280	391	53	0	\$0.00
280	391	54	0	\$0.00
280	391	55	0	\$0.00
280	391	56	0	\$0.00
280	391	57	0	\$0.00
280	391	58	0	\$1,428.90
280	391	59	0	\$1,428.90
280	391	60	0	\$1,057.00
280	391	61	0	\$1,428.90
280	391	62	0	\$1,428.90
280	391	63	0	\$1,428.90
280	391	64	0	\$1,057.00
280	391	65	0	\$1,428.90
280	391	66	0	\$1,057.00
280	391	67	0	\$1,428.90

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Special Tax Levy For Fiscal Year 2020/2021

Book	Page	Parcel	Interest	Special Tax
280	391	68	0	\$1,428.90
280	391	69	0	\$1,428.90
280	391	70	0	\$1,057.00
280	391	71	0	\$1,428.90
280	391	72	0	\$1,428.90
280	391	73	0	\$0.00
280	391	74	0	\$0.00
280	391	75	0	\$0.00
280	391	76	0	\$0.00
280	391	77	0	\$0.00
280	391	78	0	\$0.00
280	401	1	0	\$2,427.18
280	401	2	0	\$1,957.40
280	401	3	0	\$2,153.16
280	401	4	0	\$1,957.40
280	401	5	0	\$2,427.18
280	401	6	0	\$1,957.40
280	401	7	0	\$2,427.18
280	401	8	0	\$1,957.40
280	401	9	0	\$2,153.16
280	401	10	0	\$2,427.18
280	401	11	0	\$2,427.18
280	401	12	0	\$1,957.40
280	401	13	0	\$2,427.18
280	401	14	0	\$2,427.18
280	401	15	0	\$2,153.16
280	401	16	0	\$2,427.18
280	401	17	0	\$1,957.40
280	401	18	0	\$2,427.18
280	401	19	0	\$2,153.16
280	401	20	0	\$1,957.40
280	401	21	0	\$2,427.18
280	401	22	0	\$2,153.16
280	401	23	0	\$2,427.18
280	401	24	0	\$2,153.16
280	401	25	0	\$2,427.18
280	401	26	0	\$1,957.40
280	401	27	0	\$2,153.16
280	401	28	0	\$2,427.18

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Special Tax Levy For Fiscal Year 2020/2021

Book	Page	Parcel	Interest	Special Tax
280	401	29	0	\$1,957.40
280	401	30	0	\$2,427.18
280	401	31	0	\$1,957.40
280	401	32	0	\$2,153.16
280	401	33	0	\$2,427.18
280	401	34	0	\$1,957.40
280	401	35	0	\$2,153.16
280	401	36	0	\$2,427.18
280	401	37	0	\$2,427.18
280	401	38	0	\$1,957.40
280	401	39	0	\$1,957.40
280	401	40	0	\$2,427.18
280	401	41	0	\$2,153.16
280	401	42	0	\$2,427.18
280	401	43	0	\$2,153.16
280	401	44	0	\$2,427.18
280	401	45	0	\$2,427.18
280	401	46	0	\$2,427.18
280	401	47	0	\$2,153.16
280	401	48	0	\$2,427.18
280	401	49	0	\$2,153.16
280	401	50	0	\$2,427.18
280	401	51	0	\$2,153.16
280	401	52	0	\$1,957.40
280	401	53	0	\$1,957.40
280	401	54	0	\$2,427.18
280	401	55	0	\$1,957.40
280	401	56	0	\$1,957.40
280	401	57	0	\$2,153.16
280	401	58	0	\$1,957.40
280	401	59	0	\$1,957.40
280	401	60	0	\$2,153.16
280	401	61	0	\$2,427.18
280	401	62	0	\$2,153.16
280	401	63	0	\$1,957.40
280	401	65	0	\$0.00
280	401	69	0	\$0.00
280	401	70	0	\$0.00
280	401	71	0	\$1,428.90

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Special Tax Levy For Fiscal Year 2020/2021

Book	Page	Parcel	Interest	Special Tax
280	401	72	0	\$1,428.90
280	401	73	0	\$1,057.00
280	401	74	0	\$1,428.90
280	401	75	0	\$1,428.90
280	401	76	0	\$1,057.00
280	401	77	0	\$1,428.90
280	401	78	0	\$1,428.90
280	401	79	0	\$1,428.90
280	401	80	0	\$1,428.90
280	401	81	0	\$1,428.90
280	401	82	0	\$1,428.90
280	401	83	0	\$1,057.00
280	401	84	0	\$1,428.90
280	401	85	0	\$1,428.90
280	401	86	0	\$1,057.00
280	401	87	0	\$1,428.90
280	401	88	0	\$1,428.90
280	401	89	0	\$1,428.90
280	401	90	0	\$0.00
280	401	91	0	\$0.00
280	401	92	0	\$0.00
280	401	93	0	\$0.00
280	401	94	0	\$0.00
280	401	95	0	\$0.00
280	401	96	0	\$0.00
280	401	97	0	\$0.00
280	412	3	0	\$0.00
280	412	4	0	\$0.00
280	412	5	0	\$0.00
280	412	6	0	\$0.00
280	412	7	0	\$0.00
280	412	8	0	\$0.00
280	412	9	0	\$0.00
280	412	10	0	\$0.00
280	412	11	0	\$0.00
280	412	12	0	\$0.00
280	412	13	0	\$0.00
280	412	14	0	\$0.00
280	412	15	0	\$0.00

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Special Tax Levy For Fiscal Year 2020/2021

Book	Page	Parcel	Interest	Special Tax
280	412	16	0	\$0.00
280	412	17	0	\$0.00
280	412	18	0	\$0.00
280	412	19	0	\$1,428.90
280	412	20	0	\$1,057.00
280	412	21	0	\$1,428.90
280	412	22	0	\$1,428.90
280	412	23	0	\$1,428.90
280	412	24	0	\$1,057.00
280	412	25	0	\$1,428.90
280	412	26	0	\$1,057.00
280	412	27	0	\$1,428.90
280	412	28	0	\$1,428.90
280	412	29	0	\$1,057.00
280	412	30	0	\$1,428.90
280	412	31	0	\$1,428.90
280	412	32	0	\$1,428.90
280	412	33	0	\$1,428.90
280	412	34	0	\$1,428.90
280	412	35	0	\$1,057.00
280	412	36	0	\$1,428.90
280	412	37	0	\$1,428.90
280	412	38	0	\$1,057.00
280	412	39	0	\$1,428.90
280	412	40	0	\$1,428.90
280	412	41	0	\$1,428.90
280	412	42	0	\$1,428.90
280	412	43	0	\$1,057.00
280	412	44	0	\$1,428.90
280	412	45	0	\$1,428.90
280	421	1	0	\$1,722.52
280	421	2	0	\$1,722.52
280	421	3	0	\$1,428.90
280	421	4	0	\$1,722.52
280	421	5	0	\$1,722.52
280	421	6	0	\$1,722.52
280	421	7	0	\$1,428.90
280	421	8	0	\$1,722.52
280	421	9	0	\$1,722.52

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Special Tax Levy For Fiscal Year 2020/2021

Book	Page	Parcel	Interest	Special Tax
280	421	10	0	\$1,722.52
280	421	11	0	\$1,722.52
280	421	12	0	\$1,722.52
280	421	13	0	\$1,722.52
280	421	14	0	\$1,428.90
280	421	15	0	\$1,428.90
280	421	16	0	\$1,722.52
280	421	17	0	\$1,722.52
280	421	18	0	\$1,722.52
280	421	19	0	\$1,722.52
280	421	20	0	\$1,722.52
280	421	21	0	\$1,722.52
280	421	22	0	\$1,428.90
280	421	23	0	\$1,722.52
280	421	24	0	\$1,722.52
280	421	25	0	\$1,722.52
280	421	26	0	\$1,722.52
280	421	27	0	\$1,428.90
280	421	28	0	\$1,722.52
280	421	29	0	\$1,722.52
280	421	30	0	\$1,428.90
280	421	31	0	\$1,722.52
280	421	32	0	\$1,722.52
280	421	33	0	\$1,722.52
280	421	34	0	\$1,428.90
280	421	35	0	\$1,722.52
280	421	36	0	\$1,722.52
280	421	37	0	\$1,428.90
280	421	38	0	\$1,722.52
280	421	39	0	\$1,428.90
280	421	40	0	\$1,722.52
280	421	41	0	\$1,722.52
280	421	42	0	\$1,722.52
280	421	43	0	\$1,722.52
280	421	44	0	\$1,722.52
280	421	45	0	\$1,428.90
280	421	46	0	\$1,722.52
280	421	47	0	\$1,722.52
280	421	48	0	\$1,428.90

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Special Tax Levy For Fiscal Year 2020/2021

Book	Page	Parcel	Interest	Special Tax
280	421	49	0	\$1,722.52
280	421	50	0	\$1,722.52
280	421	51	0	\$1,722.52
280	421	52	0	\$1,722.52
280	421	57	0	\$0.00
280	421	58	0	\$0.00
280	431	2	0	\$0.00
280	431	3	0	\$0.00
280	432	7	0	\$0.00
280	432	8	0	\$0.00
280	432	9	0	\$0.00
280	432	10	0	\$0.00
280	432	11	0	\$0.00
280	432	12	0	\$0.00
280	432	13	0	\$0.00
280	432	14	0	\$0.00
280	441	9	0	\$0.00
280	441	10	0	\$0.00
280	441	11	0	\$0.00
280	441	12	0	\$0.00
280	441	13	0	\$0.00
280	441	14	0	\$0.00
934	36	22	0	\$939.56
934	36	23	0	\$939.56
934	36	24	0	\$939.56
934	36	25	0	\$939.56
934	36	26	0	\$939.56
934	36	27	0	\$939.56
934	36	28	0	\$939.56
934	36	29	0	\$939.56
934	36	30	0	\$939.56
934	36	31	0	\$939.56
934	36	32	0	\$939.56
934	36	33	0	\$939.56
934	36	34	0	\$939.56
934	36	35	0	\$939.56
934	36	36	0	\$939.56
934	36	37	0	\$939.56
934	36	38	0	\$939.56

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Book	Page	Parcel	Interest	Special Tax
934	36	39	0	\$939.56
934	36	40	0	\$939.56
934	36	41	0	\$939.56
934	36	42	0	\$939.56
934	36	43	0	\$939.56
934	36	44	0	\$939.56
934	36	45	0	\$939.56
934	36	46	0	\$939.56
934	36	47	0	\$939.56
934	36	48	0	\$939.56
934	36	49	0	\$939.56
934	36	50	0	\$939.56
934	36	51	0	\$939.56
934	36	52	0	\$939.56
934	36	53	0	\$939.56
934	36	54	0	\$939.56
934	36	55	0	\$939.56
934	36	56	0	\$939.56
934	36	57	0	\$939.56
934	36	58	0	\$939.56
934	36	59	0	\$939.56
934	36	60	0	\$939.56
934	36	61	0	\$939.56
934	36	62	0	\$939.56
934	36	63	0	\$939.56
934	36	64	0	\$939.56
934	36	65	0	\$939.56
934	36	66	0	\$939.56
934	36	67	0	\$939.56
934	36	68	0	\$939.56
934	36	69	0	\$939.56
934	36	70	0	\$939.56
934	36	71	0	\$939.56
934	36	72	0	\$939.56
934	36	73	0	\$939.56
934	36	74	0	\$939.56
934	36	75	0	\$939.56
934	36	76	0	\$939.56
934	36	77	0	\$939.56

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Book	Page	Parcel	Interest	Special Tax
934	36	78	0	\$939.56
934	36	79	0	\$939.56
934	36	80	0	\$939.56
934	36	81	0	\$939.56
934	36	82	0	\$939.56
934	36	83	0	\$939.56
934	36	84	0	\$939.56
934	36	85	0	\$939.56
934	36	86	0	\$939.56
934	36	87	0	\$939.56
934	36	88	0	\$939.56
934	36	89	0	\$939.56
934	36	90	0	\$939.56
934	36	91	0	\$939.56
934	36	92	0	\$939.56
934	36	93	0	\$939.56
934	36	94	0	\$939.56
934	36	95	0	\$939.56
934	36	96	0	\$939.56
934	36	97	0	\$939.56
934	36	98	0	\$939.56
934	36	99	0	\$939.56
934	36	100	0	\$939.56
934	36	101	0	\$939.56
934	36	102	0	\$939.56
934	36	103	0	\$939.56
934	36	104	0	\$939.56
934	36	105	0	\$939.56
934	36	106	0	\$939.56
934	36	107	0	\$939.56
934	36	108	0	\$939.56
934	36	109	0	\$939.56
934	36	110	0	\$939.56
934	36	111	0	\$939.56
934	36	112	0	\$939.56
934	36	113	0	\$939.56
934	36	114	0	\$939.56
934	36	115	0	\$939.56
934	36	116	0	\$939.56

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	Special Tax Levy For Fiscal Year 2020/2021					
Book	Page	Parcel	Interest	Special Tax		
934	36	117	0	\$939.56		
934	36	118	0	\$939.56		
934	36	119	0	\$939.56		
934	36	120	0	\$939.56		
934	36	121	0	\$939.56		
934	36	122	0	\$939.56		
934	36	123	0	\$939.56		
934	36	124	0	\$939.56		
934	36	125	0	\$939.56		
934	36	126	0	\$939.56		
934	36	127	0	\$939.56		
934	36	128	0	\$939.56		
934	36	129	0	\$939.56		
934	36	130	0	\$939.56		
934	36	131	0	\$939.56		
934	36	132	0	\$939.56		
934	36	133	0	\$939.56		
934	36	134	0	\$939.56		
934	36	135	0	\$939.56		
934	36	136	0	\$939.56		
934	36	137	0	\$939.56		
934	36	138	0	\$939.56		
934	36	139	0	\$939.56		
934	36	140	0	\$939.56		
934	36	141	0	\$939.56		
934	36	142	0	\$939.56		
934	36	143	0	\$939.56		
934	36	144	0	\$939.56		
934	36	145	0	\$939.56		
934	36	146	0	\$939.56		
934	36	147	0	\$939.56		
934	36	148	0	\$939.56		
934	36	149	0	\$939.56		
934	36	150	0	\$939.56		
934	36	151	0	\$939.56		
934	36	152	0	\$939.56		
934	36	153	0	\$939.56		
934	36	154	0	\$939.56		
934	36	155	0	\$939.56		

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Book	Page	Parcel	Interest	Special Tax
934	36	156	0	\$939.56
934	36	157	0	\$939.56
934	36	158	0	\$939.56
934	36	159	0	\$939.56
934	36	160	0	\$939.56
934	36	161	0	\$939.56
934	36	162	0	\$939.56
934	36	163	0	\$939.56
934	36	164	0	\$939.56
934	36	165	0	\$939.56
934	36	166	0	\$939.56
934	36	167	0	\$939.56
934	36	168	0	\$939.56
934	36	169	0	\$939.56
934	36	170	0	\$939.56
934	36	171	0	\$939.56
934	36	172	0	\$939.56
934	36	173	0	\$939.56
934	36	174	0	\$939.56
934	36	175	0	\$939.56
934	36	176	0	\$939.56
934	36	177	0	\$939.56
934	36	178	0	\$939.56
934	36	179	0	\$939.56
934	36	180	0	\$939.56
934	36	181	0	\$939.56
934	36	182	0	\$939.56
934	36	183	0	\$939.56
934	36	184	0	\$939.56
934	36	185	0	\$939.56
934	36	186	0	\$939.56
934	36	187	0	\$939.56
934	36	188	0	\$939.56
934	36	189	0	\$939.56
934	36	190	0	\$939.56
934	36	191	0	\$939.56
934	36	192	0	\$939.56
934	36	193	0	\$939.56
934	36	194	0	\$939.56

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Book	Page	Parcel	Interest	Special Tax
936	24	272	0	\$939.56
936	24	273	0	\$939.56
936	24	274	0	\$939.56
936	24	275	0	\$939.56
936	24	276	0	\$939.56
936	24	277	0	\$939.56
936	24	278	0	\$939.56
936	24	279	0	\$939.56
936	24	280	0	\$939.56
936	24	281	0	\$939.56
936	24	282	0	\$939.56
936	24	283	0	\$939.56
936	24	284	0	\$939.56
936	24	285	0	\$939.56
936	24	286	0	\$939.56
936	24	287	0	\$939.56
936	24	288	0	\$939.56
936	24	289	0	\$939.56
936	24	290	0	\$939.56
936	24	291	0	\$939.56
936	24	292	0	\$939.56
936	24	293	0	\$939.56
936	24	294	0	\$939.56
936	24	295	0	\$939.56
936	24	296	0	\$939.56
936	24	297	0	\$939.56
936	24	298	0	\$939.56
936	24	299	0	\$939.56
936	24	300	0	\$939.56
936	24	301	0	\$939.56
936	24	302	0	\$939.56
936	24	303	0	\$939.56
936	24	304	0	\$939.56
936	24	305	0	\$939.56
936	24	306	0	\$939.56
936	24	307	0	\$939.56
936	24	308	0	\$939.56
936	24	309	0	\$939.56
936	24	310	0	\$939.56

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Book	Page	Parcel	Interest	Special Tax
936	24	311	0	\$939.56
936	24	312	0	\$939.56
936	24	313	0	\$939.56
936	24	314	0	\$939.56
936	24	315	0	\$939.56
936	24	316	0	\$939.56
936	24	317	0	\$939.56
936	24	318	0	\$939.56
936	24	319	0	\$939.56
936	24	320	0	\$939.56
936	24	321	0	\$939.56
936	24	322	0	\$939.56
936	24	323	0	\$939.56
936	24	324	0	\$939.56
936	24	325	0	\$939.56
936	24	326	0	\$939.56
936	24	327	0	\$939.56
936	24	328	0	\$939.56
936	24	329	0	\$939.56
936	24	330	0	\$939.56
936	24	331	0	\$939.56
936	24	332	0	\$939.56
936	24	333	0	\$939.56
936	24	334	0	\$939.56
936	24	335	0	\$939.56
936	24	336	0	\$939.56
936	24	337	0	\$939.56
936	24	338	0	\$939.56
936	24	339	0	\$939.56
936	24	340	0	\$939.56
936	24	341	0	\$939.56
936	24	342	0	\$939.56
936	24	343	0	\$939.56
936	24	344	0	\$939.56
936	24	345	0	\$939.56
936	24	346	0	\$939.56
936	24	347	0	\$939.56
936	24	348	0	\$939.56
936	24	349	0	\$939.56

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Special Tax Levy For Fiscal Year 2020/2021

Book	Page	Parcel	Interest	Special Tax
936	24	350	0	\$939.56
936	24	351	0	\$939.56
936	24	352	0	\$939.56
936	24	353	0	\$939.56
936	24	354	0	\$939.56
936	24	355	0	\$939.56
936	24	356	0	\$939.56
936	24	357	0	\$939.56
936	24	358	0	\$939.56
936	24	359	0	\$939.56
936	24	360	0	\$939.56
936	24	361	0	\$939.56
936	24	362	0	\$939.56
936	24	363	0	\$939.56
936	24	364	0	\$939.56
936	24	365	0	\$939.56
936	24	366	0	\$939.56
936	24	367	0	\$939.56
936	24	368	0	\$939.56
936	24	369	0	\$939.56
936	24	370	0	\$939.56
936	24	371	0	\$939.56
936	24	372	0	\$939.56
936	24	373	0	\$939.56
936	24	374	0	\$939.56
936	24	375	0	\$939.56
936	24	376	0	\$939.56
936	24	377	0	\$939.56
936	24	378	0	\$939.56
936	24	379	0	\$939.56
936	24	380	0	\$939.56
936	24	381	0	\$939.56
936	24	382	0	\$939.56
936	24	383	0	\$939.56
936	24	384	0	\$939.56
936	24	385	0	\$939.56
936	24	386	0	\$939.56
936	24	387	0	\$939.56
936	24	388	0	\$939.56

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Book	Page	Parcel	Interest	Special Tax
936	24	389	0	\$939.56
936	24	390	0	\$939.56
936	24	391	0	\$939.56
936	24	392	0	\$939.56
936	24	393	0	\$939.56
936	24	394	0	\$939.56
936	24	395	0	\$939.56
936	24	396	0	\$939.56
936	24	397	0	\$939.56
936	24	398	0	\$939.56
936	24	403	0	\$939.56
936	24	404	0	\$939.56
936	24	405	0	\$939.56
936	24	406	0	\$939.56
936	24	407	0	\$939.56
936	24	408	0	\$939.56
936	24	409	0	\$939.56
936	24	410	0	\$939.56
936	24	411	0	\$939.56
936	24	412	0	\$939.56
936	24	413	0	\$939.56
936	24	414	0	\$939.56
936	24	415	0	\$939.56
936	24	416	0	\$939.56
936	24	417	0	\$939.56
936	24	418	0	\$939.56
936	24	419	0	\$939.56
936	24	420	0	\$939.56
936	24	421	0	\$939.56
936	24	422	0	\$939.56
936	24	423	0	\$939.56
936	24	424	0	\$939.56
936	24	425	0	\$939.56
936	24	426	0	\$939.56
936	24	427	0	\$939.56
936	24	428	0	\$939.56
936	24	429	0	\$939.56
936	24	430	0	\$939.56
936	24	431	0	\$939.56

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	Special Tax Levy For Fiscal Year 2020/2021				
Book	Page	Parcel	Interest	Special Tax	
936	24	432	0	\$939.56	
936	24	433	0	\$939.56	
936	24	434	0	\$939.56	
936	24	435	0	\$939.56	
936	24	436	0	\$939.56	
936	24	437	0	\$939.56	
936	24	438	0	\$939.56	
936	24	439	0	\$939.56	
936	24	440	0	\$939.56	
936	24	441	0	\$939.56	
936	24	442	0	\$939.56	
936	24	443	0	\$939.56	
936	24	444	0	\$939.56	
936	24	445	0	\$939.56	
936	24	446	0	\$939.56	
936	24	447	0	\$939.56	
936	24	448	0	\$939.56	
936	24	449	0	\$939.56	
936	24	450	0	\$939.56	
936	24	451	0	\$939.56	
936	24	452	0	\$939.56	
936	24	453	0	\$939.56	
936	24	454	0	\$939.56	
936	24	455	0	\$939.56	
936	24	456	0	\$939.56	
936	24	457	0	\$939.56	
936	24	458	0	\$939.56	
936	24	459	0	\$939.56	
936	24	460	0	\$939.56	
936	24	461	0	\$939.56	
936	24	462	0	\$939.56	
936	24	463	0	\$939.56	
936	24	464	0	\$939.56	
936	24	465	0	\$939.56	
936	24	466	0	\$939.56	
936	24	467	0	\$939.56	
936	24	468	0	\$939.56	
936	24	469	0	\$939.56	
			 		

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470

0

\$939.56

936

24

Book	Page	Parcel	Interest	Special Tax
936	24	471	0	\$939.56
936	24	472	0	\$939.56
936	24	473	0	\$939.56
936	24	474	0	\$939.56
936	24	475	0	\$939.56
936	24	476	0	\$939.56
936	24	477	0	\$939.56
936	24	478	0	\$939.56
936	24	479	0	\$939.56
936	24	480	0	\$939.56
936	24	481	0	\$939.56
936	24	482	0	\$939.56
936	24	483	0	\$939.56
936	24	484	0	\$939.56
936	24	485	0	\$939.56
936	24	486	0	\$939.56
936	24	487	0	\$939.56
936	24	488	0	\$939.56
936	24	489	0	\$939.56
936	24	490	0	\$939.56
936	24	491	0	\$939.56
936	24	492	0	\$939.56
936	24	493	0	\$939.56
936	24	494	0	\$939.56
936	24	495	0	\$939.56
936	24	496	0	\$939.56
936	24	497	0	\$939.56
936	24	498	0	\$939.56
936	24	499	0	\$939.56
936	24	500	0	\$939.56
936	24	501	0	\$939.56
936	24	502	0	\$939.56
936	24	503	0	\$939.56
936	24	504	0	\$939.56
936	24	505	0	\$939.56
936	24	506	0	\$939.56
936	24	507	0	\$939.56
936	24	508	0	\$939.56
936	24	509	0	\$939.56

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Special Tax Levy For Fiscal Year 2020/2021

Book	Page	Parcel	Interest	Special Tax
936	24	510	0	\$939.56
936	24	511	0	\$939.56
936	24	512	0	\$939.56
936	24	513	0	\$939.56
936	24	514	0	\$939.56
936	24	515	0	\$939.56
936	24	516	0	\$939.56
936	24	517	0	\$939.56
936	24	518	0	\$939.56
936	24	519	0	\$939.56
936	24	520	0	\$939.56
936	24	521	0	\$939.56
936	24	522	0	\$939.56
936	24	523	0	\$939.56
936	24	524	0	\$939.56
936	24	525	0	\$939.56
936	24	526	0	\$939.56
936	24	527	0	\$939.56
936	24	528	0	\$939.56
936	24	529	0	\$939.56
936	24	530	0	\$939.56
936	24	531	0	\$939.56
936	24	532	0	\$939.56
936	24	533	0	\$939.56
936	24	534	0	\$939.56
936	24	535	0	\$939.56
936	24	536	0	\$939.56
936	24	537	0	\$939.56
936	24	538	0	\$939.56
936	24	539	0	\$939.56
936	24	540	0	\$939.56
936	24	541	0	\$939.56
936	24	542	0	\$939.56
936	24	543	0	\$939.56
936	24	544	0	\$939.56
936	24	545	0	\$939.56
936	24	546	0	\$939.56
936	24	547	0	\$939.56
936	24	548	0	\$939.56

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Special Tax Levy For Fiscal Year 2020/2021

Book	Page	Parcel	Interest	Special Tax
936	24	549	0	\$939.56
936	24	550	0	\$939.56
936	24	551	0	\$939.56
936	24	552	0	\$939.56

Major Conclusions	
Total Number of Parcels	1,213
Number of Parcels Taxed	1,129
Total Special Tax Levy for Fiscal Year 2020/2021	\$1,690,750.36

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BOARD AGENDA ITEM #2e

DISCUSSION/ACTION

DATE: July 28, 2020

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

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

SUBJECT: APPROVE SETTLEMENT AGREEMENT WITH ASTRA BUILDERS, INC.

Background: The Fullerton School District Board of Trustees discussed the potential litigation

involving ASTRA Builders, Inc. during closed session on March 10, 2020. After conferring and meeting with legal counsel during closed session, the Board voted to reject the claim as submitted by ASTRA Builders pursuant to Government Code section 910. On or about June 18, 2020, both parties

exchanged settlement communications and reached a resolution.

Rationale: On or about June 18, 2020, both parties exchanged settlement communications

and reached a resolution of the dispute. ASTRA builders has agreed and signed the agreement, which now requires board approval in order to move

forward with a resolution to this dispute.

Funding: The settlement is in the amount of \$58,000 to be paid with two checks as stated

in the terms of the agreement.

Recommendation: Approve settlement agreement with ASTRA Builders, Inc.

RC:yd

Attachment

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is made and entered into by and between Fullerton School District ("District") and Astra Builders, Inc. ("Astra"). The District and Astra are sometimes referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS

- A. WHEREAS, on or about July 30, 2018, the District, as owner, and Astra, as contractor, entered into a written contract (the "Contract") for the construction work known as the Golden Hills Elementary School 2018 Modular Buildings Project (the "Project"), Bid No.: FSD-17-18-GF-10. Pursuant to the Contract, Astra obtained a performance bond from Argonaut Insurance Company in the amount of \$789,546 ("Bond"), guaranteeing the faithful completion of the Project.
- B. WHEREAS, a Notice of Completion for the Project was recorded on August 23, 2019. The original amount of the Contract was \$789,546.00. The revised Contract, as determined by change orders and return of allowance was \$769,144.84. The District assessed \$105,000 in liquidated damages. The District is now withholding \$31,571.54 after deducting the liquidated damages and amounts withheld as back charges.
- C. WHEREAS, a dispute arose among Astra and the District regarding, among other things, the reasons for the delays in completion of the Project and amounts due under the Contract. Astra asserted it was entitled to additional compensation for additional work, delays and other grounds, and that the District was not entitled to withhold liquidated damages in the amount of \$105,000. The District asserted it was entitled to those amounts withheld as liquidated damages and back charges for disputed work (the "Dispute").
- D. WHEREAS, on or about June 18, 2020, the Parties exchanged settlement communications and reached a resolution of the Dispute.
- E. WHEREAS, the Parties desire to avoid the expense, inconvenience, and uncertainties of future litigation and, therefore, desire to settle and compromise their differences and all disputes existing and potentially existing among them, without the admission of liability by any of them. The Parties hereby, with the intention of resolving and releasing all claims arising out of or related to the Project, Contract, Bond and Dispute, enter into this Agreement to formally memorialize the terms of the settlement as set forth below.

AGREEMENT

- NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual understandings contained in this Agreement, and other good, valuable, and sufficient consideration, the Parties hereto agree as follows:
- 1. <u>Incorporation of Recitals</u>. The Recitals are incorporated into this Agreement as though fully set forth herein.

- 2. <u>Settlement Sum.</u> In full settlement of the Project, Contract and Dispute, and all known and unknown claims related to the Project and/or the Dispute, the District shall pay Astra and Astra shall accept the total sum of fifty eight thousand dollars (\$58,000.00) (the "Settlement Sum"). The Settlement Sum will be paid with two checks as follows:
 - a. \$31,571.54 will be paid within 10 days of the District receiving an approved and signed Payment Application No. 6 from Astra in the amount of \$31,571.54.
 - b. The remaining \$26,428.46 will be paid within 30 days of the Parties full execution of this Agreement and the District's governing Board of Education approving this Agreement.

The District shall deliver the all checks comprising the Settlement Sum to Astra's attorney of record, Jeffrey D. Hook of SMTD Law LLP, at 17901 Von Karman Avenue, Suite 500, Irvine, California 92614.

- 3. <u>Full Settlement</u>. The Parties acknowledge that payment of the entire Settlement Sum shall constitute full and final settlement of all claims the Parties have against one another related to the Project, Contract, Bond and Dispute except as set forth in Paragraph 6 below.
- 4. **Releases.** Except as provided otherwise herein, each Party, on behalf of its predecessors, successors in interests, heirs, assigns, and its past, present, and future principals, directors, officers, Board members, agents, employees, representatives, attorneys, bonding companies, and insurers hereby releases and forever discharges the other Parties and all of their predecessors, successors in interests, heirs, assigns, and past, present, and future principals, directors, officers, Board members, agents, employees, representatives, attorneys, bonding companies, and insurers from any and all liability, damages, claims, demands, causes of action, costs, fees, obligations, or responsibilities of any kind or nature whatsoever, whether existing or future, known or unknown, asserted or unasserted, arising out of and/or relating to the claims, causes of action, defenses, issues, and/or allegations that were made or could have been made in connection with the Project, Contract, Bond and Dispute except as set forth in Paragraph 6 below.
- 5. <u>Civil Code § 1542 Waiver</u>. The Parties acknowledge they are releasing unknown claims related to the Contract, Project and Dispute and any other claims, defenses, or causes of action related to the Project, Contract and Dispute, and expressly waive all rights under California Civil Code section 1542. California Civil Code section 1542 provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Parties acknowledge, except for matters expressly represented or recited herein, the facts and law in relation to this matter and the claims released by the terms of this Agreement may turn out to be different from the facts or law as now known to each Party or its counsel. Each Party, therefore, expressly assumes the risk of the existence of different or presently unknown facts or law and agrees that this Agreement shall be in all respects effective and binding as to such Party, despite the possibility of new or different facts or law.

- 6. Third-Party Actions, Warranties, and Latent Construction Defects Exclusion. The Parties agree that specifically excluded from the District's Release and Civil Code section 1542 Waiver are (1) any claims based on any unexpired guarantees or warranties for the Project as required by the Contract (which are neither expanded nor diminished by this Agreement); (2) any claims arising from the assertion of patent or latent defects (as defined in Code of Civil Procedure §337.1 and §337.15, respectively) related to the Project; (3) any claims for defense of or indemnity for future claims (i.e., indemnity claims arising from third party claims) to the extent required under the Contract; (4) any stop payment notice or other payment claims under Civil Code §9000 et seq.; (5) any wage or labor claims under Labor Code §1720 et seq. or Title 8, California Code of Regulations, Section 16000 et seq. District represents it is unaware of any claims giving rise to a claim for defective work or indemnity as of the date of its execution of this Agreement.
- 7. <u>Admissibility</u>. This Agreement and its terms shall not be used or introduced as evidence for any purpose other than to enforce the terms of the Agreement.
- 8. Representations and Warranties. The Parties and signatories hereby both represent, covenant, and warrant that they are authorized (individually or by their respective principals) to enter into and execute this Agreement and that they have not previously assigned any claims released or assigned in this Agreement, in whole or in part, or taken any other steps which would adversely affect the rights that are the subject of this Agreement. In the event that any of the above representations and/or warranties are breached or any of the representations and/or warranties contained in this subparagraph prove false, the breaching/misrepresenting Party hereby agrees to defend, indemnify, and hold the other Parties harmless from all damages, loss, liability, costs, and attorneys' fees resulting from said breach/misrepresentation.
- 9. <u>Binding Effect</u>. The provisions of this Agreement shall be binding upon and shall inure to the benefit of all Parties and to their executors, administrators, heirs, successors, assigns, predecessors, transferees, representatives, principals, agents, officers, directors, and employees.
- 10. <u>Consultation with Legal Counsel</u>. The Parties represent that they have consulted legal counsel prior to the execution of this Agreement and have executed this Agreement with full knowledge of its meaning and effect.
- 11. **Drafting of Agreement.** This Agreement shall not be construed in favor of, or against, any Party by reason of the extent to which any Party or its counsel participated in the drafting of this Agreement. The language in all parts of this Agreement shall in all cases be construed according to its fair meaning, not strictly for or against any of the Parties hereto.
- 12. <u>Waiver, Modification, Amendment</u>. No provision of this Agreement may be waived unless in writing and signed by all Parties hereto. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein. This Agreement may be modified or amended only by a written agreement executed by all of the Parties hereto.
- 13. <u>Severability</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

- 14. **No Admission of Liability.** The Parties understand and agree that this Agreement is not to be construed as an admission of liability whatsoever on the part of any of them and that the release is made solely for the purpose of avoiding the burden and expense which would be imposed upon the Parties through litigation.
- 15. <u>Attorneys' Fees Incurred in Resolving the Dispute</u>. The Parties agree to bear their own attorneys' fees and costs. However, in the event of any suit or proceeding arising out of the enforcement or breach of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs in addition to any other permitted relief.
- 16. **Entire Agreement.** This Agreement embodies the entire understanding and agreement between the Parties pertaining to the matters described herein and supersedes and cancels all prior oral or written agreements between the Parties. Each Party acknowledges that no Party, agent, or representative of any other Party has made any promise, representation, or warranty, express or implied, not expressly contained in this Agreement, that induced the other Party to sign this document.
- 17. **Further Documents & Cooperation.** The Parties agree that they will execute, or cause to be executed, any and all further documents and take any and all further action that reasonably may be necessary or required to effectuate the provisions and purposes of this Agreement.
- 18. <u>Counterparts.</u> This Agreement may be executed in separate counterparts, the whole of which shall constitute a binding agreement. Facsimile signatures and email/PDF signatures, when received, shall have the same force and effect as original signatures.

WHEREFORE, the undersigned, having read the foregoing Settlement and Release Agreement, and fully understanding and agreeing to its terms, hereby execute this Agreement and make it effective upon approval of the Agreement by the District's governing Board of Education.

FULLERTON SCHOOL DISTRICT	ASTRA BUILDERS, INC.		
By:	By: Dragos Gavrilescu		
Its:	Its: President		
Dated:	Dated:		

DISCUSSION/ACTION ITEM

DATE: July 28, 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: ADOPT/RATIFY RESOLUTION #20/21-02 ESTABLISHING THE STUDENT

ACTIVITY FUND (FUND 08)

Background: A new governmental accounting standard caused the California Department of

Education (CDE) to establish a fund called the Student Activity Fund, known as Fund 08 in the Standardized Account Code Structure, to be used to account for the financial activities of student body associations that do not meet the

definition of fiduciary under the new standard, commencing with fiscal year

2020-2021.

Rationale: This agenda item is needed to comply new standards. This establishment of

the Student Activity Fund (Fund 08) will allow Fullerton School District to remain

in compliance with financial reporting.

Funding: Not applicable.

Recommendation: Adopt/ratify Resolution #20/21-02 establishing the Student Activity Fund (Fund

08).

RC:MG:yd Attachment

FULLERTON SCHOOL DISTRICT BOARD OF TRUSTEES

RESOLUTION #20/21-02

RESOLUTION ESTABLISHING THE STUDENT ACTIVITY FUND (FUND 08)

WHEREAS, Education Code Section 48930 et. Seq. authorizes the organization of student body associations and prescribes how funds of the association may be deposited and expended; and

WHEREAS, a new governmental accounting standard caused the California Department of Education (CDE) to establish a fund called the Student Activity Fund, known as Fund 08 in the Standardized Account Code Structure, to be used to account for the financial activities of student body associations that do not meet the definition of fiduciary under the new standard, commencing with fiscal year 2020-2021;

WHEREAS, the revenues of the Student Activity Fund are restricted to the purposes established in the Education Code; and

WHEREAS, Fullerton School District has a need to account for student body associations that do not meet the definition of fiduciary activities under Governmental Accounting Standards Board Statement 84.

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of Fullerton School District authorizes the establishment of the Student Activity Fund (Fund 08) effective with the 2020-2021 fiscal year.

PASSED AND ADOPTED this 28th day of July, 2020, by the following vote of the members of the Board of Education of the Fullerton School District:

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
Clerk of the Board of Trustees of the Fullerton School District of Orange County, California, hereby certify that the above resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 28 th of July 2020, and have hereunto set my hand and seal this 29 th day of July 2020.	ıd I
Clerk of the Roard of Trustees	

DISCUSSION/ACTION ITEM

DATE: July 28, 2020

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

FROM: Jeremy Davis, Assistant Superintendent, Innovation and Instructional

Support

SUBJECT: APPROVE ONLINE AGENDA AGREEMENT

Background: The District currently utilizes basic PDF software for creating board agendas.

This process takes significant staff time and causes problems with agenda item versions being transferred between staff members, management, and others as many different staff members have input on many board agenda items. Our Superintendent's Executive Assistant winds up doing a significant amount of

work that can easily be done by software.

Rationale: The District can shift to an online program built for board agendas that allows

each department to create agenda items, import attachments, and have multiple staff members working on documents in a centralized program that builds board agendas across a multiple week period and relieves work load from secretaries and staff. Workflows for multiple staff members and management members would create significant efficiencies for all District

departments. Board minutes should be taken in a software program and votes should be recorded in a method that allows for uploading to minutes in a web format that becomes more searchable for the general public. These programs can make it easier to run a board meeting with the public viewing information as well as making the agendas more user-friendly. Some of these programs include a web portal for searchable board policies. Staff recommends voting to approve the purchase of the BoardDocs online (via Diligent Corporation) agenda software solution. Below are the 2 options for review and the Board will

vote for either option A or option B.

Option A: Approve Service Agreement #Q-499608 between the Fullerton School District and Diligent Corporation for the 2020-2021 school year.

Option B: Approve Service Agreement between the Fullerton School District and California School Boards Association's (CSBA) GAMUT for the 2020-2021

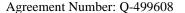
school year.

Funding: Cost would be between \$7,500 - \$15,000, depending on the option chosen.

Recommendation: Approve online agenda agreement.

JD:cs

Attachments





ORDER FORM

This Order Form is made by and between Fullerton School District ("Client") whose principal place of business is 1401 West Valencia Drive, Fullerton, California CA United States and Diligent Corporation (hereinafter "Diligent"), whose registered office is located at 1111 19th St NW, 9th Floor, Washington DC 20036. The Order Form is effective as of the **Effective Date**, as defined below. Each of Client and Diligent are a "Party" and are together the "Parties."

A. Terms

This Order Form, together with the applicable General Terms and Conditions as identified at https://diligent.com/governance-cloud-terms-conditions and the applicable Product Terms as identified at https://diligent.com/product-terms, form the entire agreement between the parties in respect of the products and services set forth in this Order Form (the "Agreement"). For purposes of this Agreement, in the event of any conflict between the Order Form and the General Terms and Conditions, the Order Form shall control. Notwithstanding anything to the contrary in any purchase order or other document provided by Client, any product or service provided by Diligent to Client in connection with a purchase order related to this Order Form is conditioned upon Client's acceptance of the Agreement. Any additional, conflicting or different terms proffered by Client in a purchase order or otherwise shall be deemed null and void.

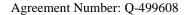
B. Diligent Services

Description	Quantity	Annual Price Per	Total Annual Price
BoardDocs Pro	1	\$13,000.00	\$13,000.00
Total Annual Subscription Fee			\$13,000.00
One-Time Installation Fee			\$0.00

Pricing is valid for 30 days from receipt of this Order Form. If the Agreement is executed by Client after this date, Diligent may accept or reject the Agreement in its sole discretion.

The "Effective Date" of this Agreement shall be the date of the Client's signature, and the Initial Term of the Agreement shall run for 1 year from the Effective Date.

After the Initial Term, the term of the Agreement will automatically renew for additional 1 year Renewal Terms, unless either Party provides the other written notice of non-renewal no later than 30 days prior to the expiration of the Initial Term or any Renewal Term. After the Initial Term, pricing for each Renewal Term shall increase by 5% on each anniversary of the Effective Date. Any notices of non-renewal issued by Client to Diligent must be provided to billing@diligent.com. All Subscription Fees shall be payable Annual in advance. Diligent will invoice Client on or about execution of this Agreement. All payments are due 30 days from the date of invoice.





C. Notices And Client Information

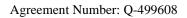
	Invoicing	Notices
Client Contact Name:		
Address:		
Billing Contact:		
Phone:		
E-mail:		
Additional Email:		
VAT/Tax ID:		
Purchase Order:		

IF APPLICABLE: \Box Tax-exempt Entity: Please attach a copy of your tax-exemption certificate to this order form.

Notices to Diligent:

Except as otherwise identified, all notices to Diligent shall be sent to:

Diligent Corporation
111 West 33rd Street, 16th Floor, New York, NY 10120
Legal@diligent.com





IN WITNESS WHEREOF, the Parties hereto have executed the Agreement as of the Effective Date.

Fullerton School District ("Client")	Diligent Corporation ("Diligent")
By:	By:
Name:	Name:
Job Title:	Job Title:
Date:	Date:

CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT SERVICE AGREEMENT

This Agreement is entered by and between the California School Boards Association ("CSBA") and FULLERTON SD of Fullerton, California ("Subscriber") for the use of CSBA's GAMUT services in accordance with the terms and conditions contained herein. This Agreement shall become effective (the Effective Date") upon the execution and delivery hereof by the parties hereto.

- 1. Term and Renewal. CSBA shall provide the services described in this Agreement on an annual basis from July 1st to June 30th. This Agreement shall commence as of the Effective Date and shall continue in effect until June 30th of the same year (such initial term referred to in this Agreement as the "Initial Term"). THEREAFTER, THE TERM OF THE AGREEMENT SHALL BE AUTOMATICALLY RENEWED ANNUALLY FOR ADDITIONAL ONE (1) YEAR TERM FROM JULY 1st to JUNE 30th (referred to in this Agreement as a "Renewal Term") UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF NON-RENEWAL TO THE OTHER PARTY AT LEAST NINETY (90) DAYS PRIOR TO THE END OF THE INITIAL TERM OR ANY RENEWAL TERM HEREOF.
- **2. Grant of License.** Subject to the TERMS OF SERVICE and PRIVACY NOTICE located at https://simbli.eboardsolutions.com/termsofservice.pdf and https://eboardsolutions.com/privacy-statement/, Subscriber is hereby granted a non-exclusive, non-transferable, non-assignable, non-sub-licensable license to access GAMUT (the "Service") through the website provided by CSBA (the "Site"). All rights not specifically granted to Subscriber by this Agreement are reserved to CSBA.
- **3. Fees.** For the license, Service, and training and support received pursuant to this Agreement, Subscriber agrees to pay CSBA the annual fees and set-up conversion fees described in Attachment A. Fees are calculated on annual fiscal year periods, pro-rated for a July 1 renewal, that begin on the subscription start date and each fiscal year anniversary thereof; therefore, Fees for subscriptions added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the subscription term. To renew this Agreement after the Initial Term, Subscriber shall pay the applicable annual fee, in full. Fees for Renewal Terms may be subject to change. CSBA reserves the right to withhold or cancel access to GAMUT if said fees are not paid within 60 days of Subscriber's receipt of an invoice from CSBA.
- **4. User Accounts.** Subscriber is authorized to create an unlimited number of user accounts for its employees and officers. Subscriber is responsible for creating user accounts, determining access levels for each user, and informing all users of their obligations and responsibilities pursuant to this Agreement and the Terms of Service. Subscriber shall take reasonable measures to prevent unauthorized access to the Service, including protecting usernames, passwords and other log-in information.
- 5. Training and Technical Support. All logged in users of the Service will have 24/7/365 access to the online user guide, including the Knowledge Base and Training Webinars and Videos. Additional training materials, webcasts and videos may be available through CSBA. Upon receipt of this signed Agreement, CSBA will contact Subscriber to set up Subscriber's Site and to schedule any applicable training. Upon request, CSBA may provide onsite training at the Subscriber's facility, subject to any training fees described in Paragraph 3 and Attachment A of this Agreement. Subscriber shall pay reasonable travel costs and expenses incurred by CSBA for any on-site training. CSBA will provide timely support to Subscriber for the Service. CSBA shall not be responsible for supporting network, infrastructure, computing devices, or any third-party software applications installed on Subscriber's devices.
- **6. Proprietary Rights.** Subscriber acknowledges that the Service, the Site, and all software and intellectual property used to create or maintain the Service or the Site confidential and constitute trade secrets and proprietary information. Subscriber has a right to access Subscriber's information hosted or stored on the Service, but acknowledges and agrees that it holds no proprietary rights related to the Service

CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT SERVICE AGREEMENT

or the Site. Any documents or files created by Subscriber on or uploaded by Subscriber to the Site belong to Subscriber, and Subscriber may use them as it sees fit, subject to applicable state and federal law and local policy. Subscriber agrees not to:

- (a) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Services except to the extent that enforcement of the foregoing restriction is prohibited by applicable law; (b) circumvent any user limits or other timing, use or functionality restrictions built into the Services; (c) remove any proprietary notices, labels, or marks from the Services (except to the extent Reseller is so permitted to for the purposes of re-branding the Services); (d) frame or mirror any content forming part of the Services; or (e) access the Services in order to build a competitive product or service, or copy any ideas, features, functions or graphics of the Services that are established as intellectual property or proprietary information; or to authorize or attempt to do any of the foregoing. Subscriber agrees not to sell, rent, license, distribute, transfer, directly or indirectly permit the sale, rental, licensing, distribution, use or transfer of the license or any right granted thereby, including permitting the use or dissemination of documentation related to the Service, to any other party, either during the term of this Agreement or at any time thereafter.
- 7. Data and Records. CSBA has no responsibility or liability for the accuracy of documents, files, data, or information uploaded to the Service or provided by Subscriber or Subscriber's users. For the duration of this Agreement, CSBA agrees to take reasonable steps to preserve and protect Subscriber information uploaded to the Service. For as long as Subscriber continues to subscribe to the Service, CSBA agrees to store Subscriber's data. CSBA may delete all of Subscriber's stored information ninety (90) days after the termination of this Agreement. Upon request by Subscriber made within ninety (90) days after the effective date of termination or expiration of the Service, CSBA will make available to Subscriber an export of Subscriber's data in a format determined by CSBA at no fee, or in a format requested by the Subscriber for a mutually agreed-upon fee not to exceed the additional cost of exporting to the requested format. After such ninety (90) day period, CSBA shall have no obligation to maintain or provide any of such Subscriber data and thereafter, unless legally prohibited, may delete all of such data on the Site systems or otherwise in CSBA's possession or under CSBA's control.

Subscriber acknowledges that documents, data, and information uploaded to the Service are not an official record and acknowledges its responsibility to create an archive of such materials when Subscriber desires them to serve as official Subscriber records. Subscriber agrees not to hold CSBA liable for any damage to, any deletion of, or any failure to store Subscriber information. CSBA is not the custodian of Subscriber's records for any purpose and will direct any third-party request for Subscriber's information or records to Subscriber. In the event Subscriber records are requested pursuant to a lawfully issued subpoena or court order, to the extent possible, CSBA agrees to inform Subscriber prior to responding.

Notwithstanding the provisions of this Agreement, CSBA may access, compile, record and/or distribute statistical analyses and reports utilizing aggregated data derived from information and data related to Subscriber's use of the Service.

8. Warranty. CSBA warrants that the Service will work in substantial accordance with purposes expressed in the Grant of License clause above. CSBA provides no other warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, satisfactory quality, accuracy, and fitness for a particular purpose. Subscriber assumes all responsibility to provide and upgrade any hardware, computer operating system and/or software required to access GAMUT. CSBA does not warrant that functions contained in GAMUT will meet Subscriber's business requirements or that the operation of the service will be uninterrupted or error free.

CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT SERVICE AGREEMENT

- 9. Limit of Liability. IN THE EVENT OF A BREACH OF THIS AGREEMENT OR THE WARRANTY STATED ABOVE, SUBSCRIBER'S DAMAGES SHALL BE LIMITED TO THE AMOUNT OF THE ANNUAL FEE PAID BY LICENSEE FOR THE CURRENT YEAR. IN NO EVENT SHALL CSBA BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS AND/OR SAVINGS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSSES) ARISING FROM THE USE OR INABILITY TO USE GAMUT OR THE SERVICE. SUBSCRIBER AGREES THAT DAMAGES DESCRIBED IN THIS PARAGRAPH ARE A REASONABLE ESTIMATION OF ANY LOSS SUBSCRIBER MAY SUFFER AND DO NOT CONSTITUTE A PENALTY.
- **10. Termination.** This Agreement may be terminated by either party by giving the other party 60 days written notice. CSBA may also terminate this Agreement if Subscriber breaches any provision of this Agreement. If termination results from Subscriber's breach the annual fee, or any portion thereof, will not be refunded by CSBA. If termination results from Subscriber's written request, CSBA shall refund the pro rata portion of the annual fee for the balance of the fiscal year (July 1 June 30) outstanding at the date of such termination. Termination for Subscriber's breach shall not alter or affect CSBA's right to exercise any other remedies available in law or equity for the breach.
- 11. Compliance with Laws. Subscriber is solely responsible for complying with state and federal laws, including the Americans with Disabilities Act of 1990 and those laws pertaining to open meetings and public information, including, but not limited to, the Ralph M. Brown Act and the California Public Records Act.
- 12. Indemnification and Duty to Defend. Except as otherwise provided in this Agreement, each party shall indemnify, defend, and hold harmless the other party, and its directors, officers, employees, agents and representatives, from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses, (including legal fees and expenses) of any kind whatsoever imposed on, asserted against, incurred or suffered by the other party, or its directors, officers, employees, agents or representatives by reason of damage, loss or injury (including death) to persons or property resulting in any way from (a) any negligent or intentional act by it or any of its directors, officers, employees, agents or representatives in its or their performance of Services hereunder; or (b) any neglect, omission or failure to act when under a duty to act on its part or the part of any of its directors, officers, employees, agents or representatives in its or their performance of Services hereunder.

It is expressly understood and agreed that in any third-party action to obtain Subscriber's records from CSBA which is opposed by Subscriber, any cost to CSBA in opposing the request, including, but not limited to, attorney's fees and costs, shall be paid by Subscriber. It is also expressly understood and agreed that no personal liability whatsoever shall attach to any member of CSBA's Board of Directors, or to any of the officers, employees, agents or representatives thereof, by virtue of this Agreement.

- **13. Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CSBA and Subscriber.
- **14. Modification.** The scope of work and any other terms of this Agreement may be modified only by a written agreement signed by both parties.
- **15. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT SERVICE AGREEMENT

16. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties. There are no oral understandings or other terms or conditions as regards to the subject matter hereof and neither party has relied upon any representation, express or implied, that are not otherwise contained in this Agreement. This Agreement supersedes all prior understandings, whether written or oral, and any such terms or conditions are deemed merged into this Agreement.

IN WITNESS WHEREOF, the parties do hereby certify that they are duly authorized to execute this Agreement.

California School Boards Association	FULLERTON SD of Fullerton
Robert J. Tuerck	Signature
Assistant Executive Director Policy & Governance Technology	Robert Pletka, Ed.D.
g	Printed Name
Date	Superintendent
	Title
	June 23, 2020
	Date

CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT SERVICE AGREEMENT

ATTACHMENT A

Subscriber is contracting for and agrees to pay for the following Services described in this Attachment. Subscriber will be billed for these services pursuant to the terms this Agreement. Any prorated reduction in fees or discounts will be indicated on the invoice. Annual subscription may be subject to change and services shall automatically renew unless either party gives written notice of non-renewal to the other party in accordance with the terms of this Agreement.

1. <u>Annual Subscriptions</u>. to be provided through GAMUT:

Module	Fee
GAMUT Policy ¹	\$4,065(Current Service)
GAMUT Policy Plus	N/A
GAMUT Meetings	\$7,500 (New Service)

2. <u>Training and Set Up Fees</u>. Subscriber agrees is contracting for the following training and site set up:

Module	Fee
Set Up Fee ²	\$250
On Site Training ³	N/A

California School Boards Association	FULLERTON SD of Fullerton
Robert J. Tuerck Assistant Executive Director	Signature
Policy & Governance Technology	Robert Pletka, Ed.D.
	Printed Name
Date	Superintendent
	Title
	June 23, 2020
	Date

¹ CSBA policy services provide sample policies, administrative regulations, bylaws and exhibits as a resource for school districts and county offices of education in developing their own policy manual and are not intended for exact replication or as a substitute for legal advice. CSBA's samples are a reflection of current law and do not necessarily express the personal or political opinions or viewpoints of CSBA, its Board of Directors, or its employees. Although CSBA's sample policies, regulations, bylaws and exhibits have been carefully crafted and thoroughly reviewed, they contain no warranty as to their sufficiency for addressing District's specific legal situations. District is cautioned to seek the advice of its legal counsel when confronted with legal questions or situations requiring legal advice.

² Site setup fees do not include any data conversion. Separate charges for data conversion may apply. CSBA will consult with Subscriber before any such charges are incurred.

³ On Site Training fees do not include plus the cost of the CSBA trainer's travel expenses. Subscriber shall pay reasonable travel costs and expenses incurred by CSBA for any on-site training.

DISCUSSION/ACTION ITEM

DATE: July 28, 2020

TO: Board of Trustees

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

SUBJECT: DETERMINE LEGAL COUNSEL ATTENDANCE AT FUTURE BOARD

MEETINGS.

Background: This Board item was placed on the agenda at the request of the Board

President.

Rationale: The Board of Trustees approves the participation of legal counsel at Board

Meetings.

Funding: N/A.

Recommendation: No Recommendation.

RP:cs

DISCUSSION/ACTION ITEM

DATE: July 28, 2020

TO: Board of Trustees

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

SUBJECT: DETERMINE OPEN SESSION START TIME FOR THE AUGUST 11, 2020,

BOARD MEETING AND FUTURE BOARD MEETINGS

Background: This Board item was placed on the agenda at the request of the Board

President.

Rationale: The Board of Trustees approves modifying the start time for Open Session.

Funding: N/A.

Recommendation: No Recommendation.

RP:cs