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November 23, 2005

VIA FACSIMILE AND
FIRST CLASS MAIL

Mr. Hector Villagra, Director
ACLU, Orange County Branch Office
2140 W. Chapman Avenue, Suite 209
Orange, CA 92868

Re: Laptops for Learning

Dear Mr. Villagra:

Your letter of November 4, 2005 to the Fullerton School District has been referred to us for review and response. At the onset, let me note that our review of the matter is ongoing and preliminary, and we are writing to share with you some of our initial observations in order to meet the timeline stated in your letter. In addition, we are open to and invite your participation in ongoing discussion related to the program and ways that would meet the needs and interests of all members of the District's community, and yet allow the District to pursue a variety of alternative and choice type programs for District students. We look forward to hearing from you for the purpose of establishing an ongoing dialogue in this respect. That being said, by way of preliminary observation, we offer the following:

The District is in wholehearted support of Article IX, Section 5 of the California Constitution, and has attempted to provide each and every student in the District access to a high quality education without cost. The District's main program is a traditional textbook pencil-and-paper program which offers a comprehensive educational experience that assists all students in meeting state and District standards and expectations by teaching the District's adopted core curriculum. Recently the District determined to offer an alternative approach to presentation of this program through technology. Participation in the program is enhanced when a student has access to a laptop computer. In order to assist families who wish to participate in the program to have access to a computer, the District has taken advantage of an express statutory authorization found in Education Code Section 17453.1. That section provides:

§ 17453.1. Internet appliances or personal computers; sale or lease by school districts to parents of pupils.

(a) Notwithstanding any other provision of law, a school district may sell or lease Internet appliances or personal computers to parents of pupils within the school district, for the purpose of providing access to the school district's educational computer network, at a standard price, not to exceed the cost incurred by the school district in purchasing the Internet appliance or personal computer. A school district that elects to sell or lease Internet appliances or personal computers, as authorized by this section, shall provide access to the school district's educational network for those families that cannot afford access to the school district's educational network. Notwithstanding any other provision of law, in conducting a sale or lease pursuant to this section a school district shall not be required to call for bids or to sell or lease Internet appliances or personal computers to the highest bidder. For purposes of this section, an "Internet appliance" is a technological product that allows a person to connect to, or access, an online educational network..

(b) The Legislature finds and declares that the Internet appliances or personal computers that are sold or leased pursuant to this section are not an essential part of the school district's educational program, but are supplemental to that program.

In accordance with that section, as well as the District's desire to maintain a broad base of participation, the District has made a substantial effort to ensure that no family would be excluded on the basis of finances. (The District remains committed to this proposition and is clearly open to suggestions as to any improvement that might be made in order to meet this objective.)

It appears to us that in many respects the District's program is consistent with the courts' application of constitutional principles to statutes involved with various costs related to education. See *Salazar v. Easton*, 9 Cal.4th 836 (1995) and *Arcadia Unified School District v. State Department of Education*, 2 Cal.4th 251 (1992). Indeed, it is not at all clear that a laptop is essential to accessing education, and the District clearly has and will continue to have full comprehensive programs available for accessing the full curriculum without a laptop.

Nonetheless, we recognize, as did Justices Kaus and Grodin in the case of *Hartzel v. Connell* that issues in this area are often complex and there must be significant consideration to the particular setting. See *Hartzel v. Connell*, 35 Cal.3d 899, 919, 920 (1984). For this reason, we would again reiterate our desire to further discuss the matter with you in hopes that we can work together jointly to ensure that all constitutional mandates are met, while at the same time maintaining opportunities for educational alternatives and the opportunities to explore educationally beneficial technological innovations.

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We look forward to your reply.

Sincerely,

RUTAN & TUCKER, LLP

David C. Larsen

DCL:eg

cc: Dr. Cameron McCune