

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

REGULAR MEETING OF THE BOARD OF TRUSTEES  
NOTICE TO THE PUBLIC

REGULAR 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, March, April, July, August, November, and December and twice during the months of February, May, June, September, and October. 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, the Board shall give members of the public an opportunity to address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board, either before or during the Board's consideration of the item. At a time so designated on the agenda at a regular meeting, members of the public may bring before the Board-matters that are not listed on the agenda that are within the jurisdiction of the Board. The Board shall take no action or have discussion on any item not appearing on the posted agenda, except as authorized by law. Furthermore, the Board may respond to the public by referring the comment/question to the Superintendent for a response or by asking the Superintendent to report back to the Board concerning the matter.

Persons wishing to address the Board are requested to complete and submit a "Request to Speak" slip to the secretary. A person wishing to be heard by the Board shall first be recognized by the President and shall then proceed to comment, beginning with stating his/her name for the record. Individual speakers shall be allowed three minutes to address the Board on each agenda or nonagenda 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 posted 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 the Board meeting agenda. With Board consent, the President may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The President may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add.

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  
Agenda for Regular Meeting of the Board of Trustees  
Thursday, September 27, 2012  
4:45 p.m. Closed Session, 6:00 p.m. Open Session  
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

4:45 p.m. – Call to Order, Pledge of Allegiance

- Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code section 54957]- Margaret Chidester (Employee requested Open Session hearing).

Public Comments/Persons Addressing the Board – Policy

The Board meeting follows rules of decorum. Per Board Bylaw 9323, the Board shall give members of the public an opportunity to address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board, either before or during the Board's consideration of the item. At a time so designated on the agenda at a regular meeting, members of the public may bring before the Board-matters that are not listed on the agenda that are within the jurisdiction of the Board. The Board shall take no action or have discussion on any item not appearing on the posted agenda, except as authorized by law. Furthermore, the Board may respond to the public by referring the comment/question to the Superintendent for a response or by asking the Superintendent to report back to the Board concerning the matter.

Persons wishing to address the Board are requested to complete and submit a "Request to Speak" slip to the secretary. These slips are available at the reception counter.

5:00 p.m.- Recess to Closed Session – Agenda:

- Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code section 54957]- Margaret Chidester
- Public Employment: Superintendent [Government Code sections 54954.5(e), 54957]- Bill Shaeffer

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

Public Comments – Policy (see above)

Introduction/Recognitions

Jim Miller, McCoy Mills Ford

Information from PTA, FETA, CSEA, FESMA

Superintendent's Report

Information from the Board of Trustees

Information Items

The District Activities Calendar is available at the following URL: <http://fsd.k12.ca.us/distCalendar.html>

Approve Minutes

Special meeting on August 31, 2012 and Regular meeting on September 11, 2012

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

Consent Items

Actions for consent items are consistent with approved practices of the District and are deemed routine in nature. Since Trustees receive Board agenda backup information in advance of scheduled meetings, they are prepared to vote with knowledge on the consent items. Board Members routinely contact District

staff for clarification of Board items prior to the meeting. Consent items are voted on at one time, although any such item can be considered separately at a Board member's request, in which event it will be acted upon subsequent to action on the consent items.

1a. Approve/Ratify Certificated Personnel Report.

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

1c. Approve/Ratify purchase orders numbered G22B0008 through G22B0011, G22C0017 through G22C0023, G22D0096 through G22D0138, G22M0067 through G22M0074, G22R0158 through G22R0184, G22S0006, G22V0041 through G22V0047, G22X0255 through G22X0287, and G22Y0043 for the 2012/2013 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 150125 through 150158 and open purchase orders numbered 150159 through 150179 for the 2012/2013 school year.

1e. Approve/Ratify warrants numbered 84693 through 84792 for the 2012/2013 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 9150 through 9164 for the 2012/2013 school year.

1g. Adopt Resolution #12/13-06 proclaiming October 22 - 26, 2012, as "Red Ribbon Week" for the Fullerton School District.

1h. Approve the donation of various obsolete surplus instructional materials to Rock Christian Academy in accordance with legal codes and administrative regulations.

1i. Approve Notice of Completion for Ben's Asphalt, Inc., for paving repairs at various schools, the District Office, and ancillary work: FSD-12-13-DM-01, Bids "B" (Commonwealth) and "C" (Laguna Road).

1j. Approve Notice of Completion for Universal Asphalt Company, Inc., for paving repairs at various schools, the District Office, and ancillary work: FSD-12-13-DM-01, Bids "D" (Maple) and "F" (Valencia Park).

1k. Approve contract between Fullerton School District and Transportation Charter Services to provide transportation for field trips, effective September 28, 2012, through June 30, 2013.

1l. Approve/Ratify Independent Contractor Agreement between Fullerton School District and Daniel Halkyard, effective September 1, 2012 through June 30, 2013.

1m. Approve Classified tuition reimbursement.

1n. Approve 2012/2013 Independent Contractor Agreement between Fullerton School District and Patricia Polcyn, beginning September 28, 2012 through June 30, 2013.

1o. Approve/Ratify 2012/2013 ongoing mileage reimbursement to the parents of Special Education Student (ID #800046) for transportation to and from student's nonpublic agency provider.

1p. Approve Holly Steele and Ward Rovira to attend out-of-state "National Science Teachers Association (NSTA) Conference on Science Education" in Phoenix, Arizona, December 6-8, 2012.

1q. Approve/Ratify 2012/2013 Independent Contractor Agreement between California State University, Fullerton, and Fullerton School District for the Beginning Teacher Support and Assessment (BTSA) Program.

1r. Approve moving the regular Board of Trustees Meeting from November 13, 2012 to November 14, 2012.

1s. Approve out-of-state conference for the Annual North American Reggio Emilia Alliance (NAREA) Winter Conference January 25-26, 2013, in Tucson, Arizona, for Marilee Cosgrove, Monique Bosse, Tania Ruiz, and Melissa Tovar.

1t. Approve/Ratify Early Intervention for School Success (EISS) grant funded contract for preschool and early primary teacher training at Orangethorpe School for 2012/2013 and 2013/2014.

1u. Approve/Ratify Robert Craven to attend out-of-state "Technology & Learning (TL) School CIO Leadership Summit" in Chicago, Illinois, September 20-22, 2012.

#### Discussion/Action Items

2a. Approve Lease Schedule No. 3 between Fullerton School District and CSI Leasing, effective as of November 1, 2012.

2b. Adopt Resolution #12/13-08 and approve/ratify Amended 2012/2013 Child Development State Preschool Contract.

#### Administrative Reports

3a. Announcement of appointment of Classified Personnel Commissioner

3b. Developer Fees Report

3c. Report on Mitigation Agreement between the Fullerton School District, the Fullerton Joint Union High School District, and Pacific Coast Homes regarding the West Coyote Hills project

#### Discussion Items

- Back to School Nights
- Report Format from PTA, FETA, CSEA, FESMA

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

#### Adjournment

The next regularly scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, October 9, 2012, at 6:00 p.m. in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

FULLERTON SCHOOL DISTRICT  
Special Meeting of the Board of Trustees  
Friday, August 31, 2012  
9:00 a.m. Closed Session, 9:15 a.m. Open Session  
District Administration Offices  
1401 W. Valencia Drive, Fullerton, California

Minutes

Call to Order and Pledge of Allegiance

President Sugarman called a Special meeting of the Fullerton School District Board of Trustees to order at 9:06 a.m. President Sugarman led the pledge of allegiance.

Closed Session

The Board recessed into Closed Session at 9:07 a.m. to discuss Public Employment: Superintendent [Government Code sections 54954.5(e), 54957]

Board Members present: Beverly Berryman, Janny Meyer, Hilda Sugarman, Chris Thompson, Lynn Thornley

Administration present: Dr. Robert Pletka, Mr. Mark Douglas, Mrs. Susan Hume, Mrs. Janet Morey

Guest Present: Richard Thome, Pivot Learning Partners

Call to Order, Pledge of Allegiance, Report from Closed Session

The Board returned to Open Session at 9:20 a.m. and President Sugarman led the pledge of allegiance.

The Board took a brief recess at 10:22 a.m. and resumed Open Session at 10:27 a.m.

The Board held discussion regarding Board Goals and discussed their priorities. Michelle Garden, Jan Youngman, Vivian Moreno, Marla Dorsey, and Anne Sinek had an opportunity to share their thoughts and concerns regarding matters affecting the District and community.

The Board took a recess at 11:50 a.m. and resumed Open Session at 12:10 p.m.

The Board held discussion regarding Board Protocols. Dr. Pletka shared his plans of having two reporting periods for evaluation for Executive Cabinet and Principals that will help support the Board's evaluation of the Superintendent. As a result, future Special Board meetings for Superintendent Evaluation will be planned.

Adjournment

President Sugarman adjourned the Special meeting on August 31, 2012 at 1:14 p.m.

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Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT  
Minutes of the Regular Meeting of the Board of Trustees  
Tuesday, September 11, 2012  
6:00 p.m. Open Session  
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

President Sugarman called a Regular meeting of the Fullerton School District Board of Trustees to order at 6:00 p.m., and President Sugarman led the pledge of allegiance. She read the following statement in honor of individuals who serve our Country:

*"Tonight I want to take a moment to honor our people for we are our nation. We are open, optimistic and brave. We are welcoming to all people and work to not marginalize groups based on any small-minded reasons: color, sex, religion or land or origin. It is certainly a night to recognize that there are individuals, groups and nations that do not respect or value our nation. That is, from the American prospective, "their right". It is our right to ensure the safety of our people.*

*I am proud that several Fullerton schools took time today to recognize the importance of the moment. To our entire pre-school through 8th grade students, this is a historical event that occurred "long" before their birth. To many of our staff, they were in grade school at the time of the event. Like World War II, others amongst us are marked by the event.*

*I have been warned that our greatest danger from the "outside" is the use of our very own inclusive, open, Democratic laws to change the way of our country. So, part of our responsibility as educators is to be sure we properly educate our students to respect and value others and their opinions while they ensure the American way.*

*For now, I simply want to offer a hope for greater understanding amongst the people of this world and amongst our own. May God bless all for whom this day brings sadness."*

Board Members present: Beverly Berryman, Janny Meyer, Hilda Sugarman, Chris Thompson, Lynn Thornley

Administration present: Dr. Robert Pletka, Mrs. Susan Hume, Mrs. Janet Morey

Public Comments – Policy (see above)

Minard Duncan, retired Member of the Board of Trustees, shared that Rotary Club of Fullerton is once again coordinating a Jog-a-thon on September 29, 2012, to raise money for the K-8, junior highs, and high schools in Fullerton. Money that is raised in support of the event from Rotary or corporate sponsors, goes to paying expenses and then a percent matching what the students raised goes to Rotary's End Polio Now Campaign. If there is money left over after the matching percent and expenses, this balance will get split between the clubs and End Polio.

Michele Garden, parent at Acacia School, thanked the Board for approving a shade structure at Acacia School.

Introductions/Recognitions

President Sugarman introduced Denise Victoria and Dr. Alison Nordyke as the new Coordinators for Educational Services. Mrs. Victoria and Dr. Nordyke introduced their family who accompanied them to the Board meeting.

Dr. Mathew Barnett (Principal at Nicolas Junior High School) presented an overview of "Focus on Mobile Learning". Numerous students in 7<sup>th</sup> and 8<sup>th</sup> grade participated in a "technology boot camp" on August 21, 2012. Shital Desai, teacher at Nicolas Junior High School, assisted Dr. Barnett in the presentation. Domyenic Gardner, student, shared his personal experience participating in the "technology boot camp".

Information from PTA, FETA, CSEA, and FESMA

PTA– Georgene Bravo – no report.

FETA – Karla Turner – She acknowledged the eleventh anniversary of the September 11<sup>th</sup> tragedy. FETA participated in the Welcome Back event at EV Free Church. Teachers across the District did a great job preparing for the arrival of students. FETA ratified a contract for 2012/13 that includes five furlough days. CTA is encouraging teachers to vote “yes” on the Governor’s initiative (Proposition 30) and vote “no” on Proposition 32 at the upcoming November election. She wished everyone a great school year.

CSEA– Al Lacuesta – no report.

FESMA– Sherry Hoyt– She thanked the Board and Executive Cabinet who participated in the DMA Annual Celebrity Golf Tournament which benefitted *Autism Speaks*. FESMA had their first meeting and is currently organizing memberships to help continue funding programs such as *Every Student Succeeding*.

#### Information Items

The District Activities Calendar is available at the following URL: <http://fsd.k12.ca.us/distCalendar.html>

#### Approve Minutes

Moved by Lynn Thornley, seconded by Beverly Berryman and carried 5-0 to approve the minutes of the Special meeting of July 30, 2012, and the Regular meeting of August 21, 2012.

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

#### Consent Items

Moved by Lynn Thornley, seconded by Janny Meyer and carried 5-0 to approve the consent items including Revised Consent Item #1a.

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 G22B0007, G22C0016, G22D0070 through G22D0095, G22M0046 through G22M0066, G22R0125 through G22R0157, G22T0001, G22V0038 through G22V0040, G22X0218 through G22X0254, and G22Y0040 through G22Y0042 for the 2012/2013 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 150080 through 150124 and open purchase orders numbered 150080 through 150097 and 150099 through 150101 for the 2012/2013 school year.

1e. Approve/Ratify warrants numbered 84562 through 84692 for the 2012/2013 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 9143 through 9149 for the 2012/2013 school year.

1g. Approve/Ratify Classified Personnel Report.

1h. Approve/Ratify Income Agreement between Fullerton School District and Orange County Superintendent of Schools for SEED (Services for Early Education and Development) Training on August 23, 2012.

1i. Adopt Resolutions numbered 12/13-B010 through 12/13-B015 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1j. Approve submission of the 2012/2013 Operations Application for the K-3 Class Size Reduction Program (CSR) and certify that the statements included on the attached application are true and accurate.

1k. Approve/Ratify Student Teaching Agreement between Fullerton School District and University of California, Irvine to commence August 1, 2012.

1l. Approve/Ratify Renewal of Special Education Internship Agreement between Fullerton School District

and Chapman University commencing September 1, 2012 through August 31, 2017.

1m. Approve/Ratify the 2012/2013 After School Education and Safety Program Contract.

1n. Approve Early Intervention for School Success (EISS) Independent Contractor Agreement between Fullerton School District and Babs Conklin on October 25, 2012.

1o. Approve Independent Contractor Agreements between Fullerton School District and Martha Anderson and Janice Johnson for Early Intervention for School Success (EISS) Training on September 17 and 18, 2012 at Orangethorpe School.

1p. Approve/Ratify 2012/2013 Interagency Agreement between Maxim Health Care and Fullerton School District for Special Education Student (ID # 790043) for nursing support by a private duty nurse/attendant from Maxim Health Care from August 27, 2012 through June 14, 2013.

#### Discussion/Action Item

2a. Approve Pupil Attendance Calendar for 2013/2014.

President Sugarman shared the Board has taken a great deal of attention to comments that have been shared regarding the proposed Pupil Attendance Calendar for 2013/2014 and beginning school in mid-August. This serves as the second reading of the Pupil Attendance Calendar and the public has been given an opportunity to voice their thoughts and comments regarding the calendar. President Sugarman shared that the Fullerton Joint Union High School District has already approved a Pupil Attendance Calendar for 2013/2014 with a start date of mid-August. The Board held discussion regarding their thoughts of approving a change to begin school earlier in August. Karla Turner, FETA President, commented regarding the quarters/semesters not aligning exactly with that of the Fullerton Joint Union High School District.

It was then moved by Chris Thompson, seconded by Lynn Thornley and carried 4-1 (President Sugarman opposed) to approve the Pupil Attendance Calendar for 2013/2014 with the direction to have the Calendar Committee look into aligning the quarters/semesters with the dates of the Fullerton Joint Union High School District.

2b. Hear presentation and approve 2011/2012 Unaudited Actuals and concurrently approve the fund balance changes as the District's 2012/2013 beginning budgeted balances of the legislative body of the Fullerton School District (District 22), Fullerton School District Community Facilities District No. 2000-1 (Van Daele, District 40), and Fullerton School District Community Facilities District No. 2001-1 (Amerige Heights, District 48).

Susan Hume, Assistant Superintendent of Business Services, gave a presentation regarding the 2011/2012 Unaudited Actuals for the Fiscal Year ending June 30, 2012. It was then moved by Lynn Thornley, seconded by Janny Meyer and carried 5-0 to approve 2011/2012 Unaudited Actuals and concurrently approve the fund balance changes as the District's 2012/2013 beginning budgeted balances of the legislative body of the Fullerton School District (District 22), Fullerton School District Community Facilities District No. 2000-1 (Van Daele, District 40), and Fullerton School District Community Facilities District No. 2001-1 (Amerige Heights, District 48).

2c. Adopt Resolution #12/13-07 approving the Recalculation of the 2011/2012 Appropriations Limitation and establishing the 2012/2013 Estimated Appropriations Limitation Calculations.

Susan Hume explained the Board is asked to adopt this Resolution as required by the State. It was then moved by Beverly Berryman, seconded by Lynn Thornley and carried 5-0 to adopt Resolution #12/13-07 approving the Recalculation of the 2011/2012 Appropriations Limitation and establishing the 2012/2013 Estimated Appropriations Limitation Calculations.

#### Administrative Report

3a. Fullerton School District Email System current status and future plan.

Robert Craven, Director of Technology and Media Services, gave a presentation regarding the District's current



email system and possible direction on future plans to replace the current system in place. The District is looking at replacing the District's outdated system with one that is more efficient. Trustee Thompson shared his concerns regarding the District's current system and possible options for the future. Further information will be presented at a later date.

#### Superintendent's Report

Dr. Pletka reported that very exciting things are happening as the school year has begun. He thanked Sherry Hoyt, Principal at Commonwealth School, for helping coordinate a very successful DMA Annual Celebrity Golf Tournament. He thanked those from the Board and Executive Cabinet that were able to participate in the event.

Dr. Pletka reported Chevron's *Fuel Your School* is a program that supports education in schools and the community by helping educators receive supplies needed for classroom projects. During the month of October, for every fill-up of 8 or more gallons at a local participating Chevron or Texaco station, Chevron will donate \$1, up to \$1 million, to help fund school projects in Orange County. Funds generated from Fullerton Chevron and Texaco stations will be directed to Fullerton teachers. To benefit from these funds, teachers must submit a project on [DonorsChoose.org](http://DonorsChoose.org) between September 1 and November 30, 2012. We have been highly encouraged to have all interested teachers post their projects by September 30, 2012.

Dr. Pletka commented that Back to School Night's have been very exciting and he thanked the Principals and teachers for doing a great job.

#### Information from the Board of Trustees

Trustee Berryman– She attended the Annual Parent Leader Meeting at the Fullerton Joint Union High School District where Dr. Giokaris spoke regarding various topics. Trustee Berryman distributed a packet to the Board that was handed out at this meeting. She thanked Child Development Services for putting together a great "Pinata Festival" for Staff Development. It is a great way to bring arts and creativity into the classroom. She reported that the Board held a Board Workshop to discuss Board Goals/Protocol. She attended the Personnel Commission meeting in which Dr. Pletka was also present and introduced himself to the Personnel Commissioners.

Trustee Meyer- She commented the Welcome Back event was a great success and commended Dr. Pletka for being the main speaker for the event. She gave kudos to the Child Development Department for their Pinata Festival. She has enjoyed attending Back to School at several schools; the DMA Annual Celebrity Golf Tournament was very fun. Trustee Meyer had an opportunity to attend the flag ceremony at Raymond School in remembrance of the September 11<sup>th</sup> tragedy.

Trustee Thompson- He inquired if the Board would have an opportunity to discuss the Coyote Hills agreement at a future board meeting. He commented on his stance regarding the Coyote Hills development in Fullerton.

Trustee Thornley- She welcomed everyone back to a new school year. She is happy to hear it has been such a fantastic beginning to a new school year. Trustee Thornley was happy to learn that the District has higher than expected student enrollment. She wished everyone a great year.

President Sugarman – She commented there is a "great spirit" feeling currently at the District. The District continues to be solvent despite any outcomes from the November election. She thanked the parents and community members who communicated with the Board about their thoughts regarding the proposed Pupil Attendance Calendar for 2013/2014. It has been a wonderful beginning to a new school year.

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

Trustee Thompson commented he would like the associations to refrain from giving any political comments during their union report to the Board. He suggested that political comments be given during public comments.

Trustee Thompson made a motion for the Board to discuss, at a future Board meeting, the topic of Back to School Night's. Trustee Berryman seconded the motion.

#### Adjournment

President Sugarman adjourned the Regular meeting on September 11, 2012 at 8:23 p.m.

CONSENT ITEM

**DATE:** September 27, 2012

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

**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services

**SUBJECT:** APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects new hire(s), rehire(s), extra duty assignment(s) leave(s) of absence.

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

MLD:rw  
Attachment

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON SEPTEMBER 27, 2012**

**NEW HIRE(S)**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>COST CENTER</b>	<b>EFFECTIVE DATE</b>
Jennifer Pike	Substitute Teacher	Employ	100	08/24/2012
Joan Abuhamad	School Nurse (50%)/ Student Support Services	II/6	513	09/24/2012
Frances Figueroa	School Psychologist/ Student Support Services	I/A	420	09/17/2012
Lauren Harter	1 <sup>st</sup> Grade/Sunset Lane	VI/2	100	09/10/2012
Jennifer Hartl	Program Coordinator I/ Student Support Services	II/D	504	09/24/2012
Patricia Hocking	Resource (50%)/ Student Support	III/6	130	09/04/2012
Paul Ramirez	6 <sup>th</sup> Grade/Valencia Park	II/1	100	08/23/2012
Alexander Yang	Preschool/Maple	II/1	310	09/11/2012

**EXTRA DUTY ASSIGNMENT(S)**

**Approve stipend of \$100.00 per day for participation in a Technology Professional Development Workshop, August 8-10, 2012 from budget #302 for the following Certificated Personnel**

Deborah Byers	Ann Kozma	Jennifer Mortensen	Kimberly Woolley
Kathleen Escaleras	Lara Lewis	Kyle Myers	
Maria Escobar	Edna Melton	Tracy Ramont	
Will Jones	Alina Mills	Juli Rezvani	

**Approve stipend of \$50.00 for participation in a CSUF CoTEach Workshop on August 21, 2012 from budget #219 for the following Certificated Personnel**

Tepmora Svay

**Approve \$100 stipend from budget #304 for the following Certificated Personnel to attend the Writing Committee Conference on August 22, 2012**

Catherine Goodson

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
Kyle Stava	Technology/Fisler	Contract hourly rate of \$37.23 from #304	06/28/12-08-22/12
Jesus Uribe	Teaching an additional period at Fisler	1/7 of per diem from #100	08/28/12-06/14/13

**LEAVE(S) OF ABSENCE**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
Gina Ortiz	Science/Ladera Vista	Leave of Absence	10/21/12-01/25/13
Gina Ortiz	Science/Ladera Vista	Leave of Absence	04/01/13-04/05/13

This is to certify that this is an exact copy of the Certificated Personnel Report approved and recorded in the minutes of the meeting of the Board of Trustees on September 27, 2012.

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Clerk/Secretary

CONSENT ITEM

**DATE:** September 27, 2012

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

**FROM:** Susan Hume, Assistant Superintendent, Business Services

**SUBJECT:** **ACCEPT GIFTS AND AUTHORIZE DISTRICT STAFF TO EXPRESS THE BOARD OF TRUSTEES' APPRECIATION TO ALL DONORS**

Background: According to Board Policy 3290(a), the Board of Trustees may accept any bequest, gift of money, or property on behalf of the District. Gifts must be deemed suitable for a purpose by the Board of Trustees and be used in an appropriate manner. However, it is the policy of the Board of Trustees to discourage all gifts which may directly or indirectly impair the Board of Trustees' commitment to providing equal educational opportunities to the students of the District. As indicated in the above-mentioned Board Policy, the District Superintendent approves gifts designated for a specific school for acceptance at that school. Descriptions of gifts presented for acceptance are included on the attachment. Gifts for specific dollar amounts are noted, non-monetary gifts are identified, and the donor is responsible for reporting the value to the Internal Revenue Service.

Rationale: The Board of Trustees of the Fullerton School District gratefully accepts monetary and non-monetary gifts from public and private entities. These gifts help reduce the costs of school materials, curriculum, and extracurricular student activities.

Funding: The funding received from gifts will be deposited in appropriate District funds.

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

SH:gs  
Attachment

**FULLERTON SCHOOL DISTRICT***Gifts: September 27, 2012*

<b><u>SCHOOL/SITE</u></b>	<b><u>DONOR</u></b>	<b><u>DESCRIPTION</u></b>
Acacia	Kroger/Ralphs (Community Partner)	Monetary donation of \$67.54 for the school
Acacia	Target (Community Partner)	Monetary donation of \$1,393.91 for the school
District Office	Arnold & Mabel Beckman Foundation (Community Partner)	Monetary donation of \$120,000.00 for Hands-On Science Program
District Office	McCoy Mills (Community Partner)	Monetary donation of \$20,000.00 for All the Arts for all the Kids Program
District Office	McCoy Mills (Community Partner)	Monetary donation of \$1,000.00 for Monthly Arts Program
Fisler	Fisler Foundation for the Advancement of Science and Technology (Community Partner)	Monetary donation of \$10,000.00 for laptop program
Fisler	Jueng Hae Kook (Parent)	Monetary donation of \$130.00 for laptop program
Fisler	Chul and Shelly Kim (Parent)	Monetary donation of \$65.00 for laptop program
Fisler	Hwajin and Paul Lee (Parents)	Monetary donation of \$65.00 for laptop program
Fisler	Target (Community Partner)	Monetary donation of \$1,125.78 for the school
Maple	Cantrell Photography, Inc. (Community Partner)	Monetary donation of \$428.00 for the school
Nicolas J.H.	Anonymous (Other)	Monetary donation of \$95.30 for dance program
Nicolas J.H.	Anonymous (Other)	Monetary donation of \$50.00 for the school
Woodcrest	Lifetouch National School Studios (Other: Community Partner)	Monetary donation of \$602.74 for the school

CONSENT ITEM

**DATE:** September 27, 2012

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

**FROM:** Susan Hume, Assistant Superintendent, Business Services

**PREPARED BY:** Steve Miller, Director, Business Services

**SUBJECT:** APPROVE/RATIFY PURCHASE ORDERS NUMBERED G22B0008 THROUGH G22B0011, G22C0017 THROUGH G22C0023, G22D0096 THROUGH G22D0138, G22M0067 THROUGH G22M0074, G22R0158 THROUGH G22R0184, G22S0006, G22V0041 THROUGH G22V0047, G22X0255 THROUGH G22X0287, AND G22Y0043 FOR THE 2012/2013 FISCAL YEAR

Background: Expenditures for the District must be approved by the Board of Trustees per Board Policy 3000(b). Any purchase orders included in the number range listed, but excluded in the Purchase Order Detail Report, are purchase orders that have either been canceled or changed in some manner and appear in the other sections of this report entitled Addendum to: Purchase Order Detail Report, 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
L:	Leases and Rents	X:	Open-Regular
M:	Maintenance & Operations	Y:	Open-Transportation
R:	Regular	Z:	Open-Maintenance & Operations

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 G22B0008 through G22B0011, G22C0017 through G22C0023, G22D0096 through G22D0138, G22M0067 through G22M0074, G22R0158 through G22R0184, G22S0006, G22V0041 through G22V0047, G22X0255 through G22X0287, and G22Y0043 for the 2012/2013 fiscal year.

SH:SM:gs  
Attachment

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
 BOARD OF TRUSTEES MEETING 09/27/2012

FROM 08/21/2012 TO 09/04/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G22B0008	FOLLETT EDUCATIONAL SERVICE	11,651.39	11,651.39	0138055103 4100	Instructional Material K 8 / Textbooks
G22B0009	HOUGHTON MIFFLIN COMPANY	4,237.81	4,237.81	0138055103 4100	Instructional Material K 8 / Textbooks
G22B0010	HOUGHTON MIFFLIN COMPANY	5,027.49	5,027.49	0138055103 4100	Instructional Material K 8 / Textbooks
G22B0011	FOLLETT EDUCATIONAL SERVICE	660.35	660.35	0138055103 4100	Instructional Material K 8 / Textbooks
G22C0017	CASCWA	99.00	99.00	0151055339 5210	Child Welfare and AttendanceDC / Conferences and
G22C0018	CALIFORNIA CONSORTIUM FOR	350.00	350.00	0135252393 5210	School Safety Program Pupil Sv / Conferences and
G22C0019	CALIFORNIA SCHOOL NUTRITION AS	255.00	255.00	0160690371 5210	Food Services / Conferences and Meetings
G22C0020	ORANGE COUNTY COUNCIL FOR GIFT	360.00	360.00	0130230101 5210	Economic Impact Aid Fisler / Conferences and Meetings
G22C0021	ORANGE CNTY DEPARTMENT OF EDUC	600.00	600.00	0121752211 5210	Teacher Quality Instr Supv / Conferences and Meetings
G22C0022	ORANGE CNTY DEPARTMENT OF EDUC	198.00	198.00	0122452221 5210	Title III Instr Staff Dev / Conferences and Meetings
G22C0023	TEHAMA COUNTY DEPT OF EDUCATIO	340.00	340.00	0135555223 5210	Beg Teacher Support Assessment / Conferences and
G22D0096	STAPLES 025724519	189.42	189.42	0132952101 4310	Afr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Instr
G22D0097	COMMUNITY PLAYTHINGS	2,292.92	2,292.92	1208526101 4310	Childcare Instr Rolling Hills / Materials and Supplies Instr
G22D0098	VIRCO MANUFACTURING	770.95	770.95	1208526101 4310	Childcare Instr Rolling Hills / Materials and Supplies Instr
G22D0099	GOV CONNECTION	465.48	465.48	0130222101 4310	Econ Impact Aid Pacific Drive / Materials and Supplies
G22D0100	WHITE RHINO PROMOTIONAL SOLUTI	648.01	648.01	0144157259 5860	Laptop Program Inform System / Printing Outside Vendor
G22D0101	WHITE RHINO PROMOTIONAL SOLUTI	173.40	173.40	0130420103 4310	SLIP Instruction Nicolas / Materials and Supplies Instr
G22D0102	WEEKLY READER MAGAZINES	424.71	424.71	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
G22D0103	SCHOOL NURSE SUPPLY INC	46.81	46.81	0110225109 4310	Instruction Richman DC / Materials and Supplies Instr
G22D0104	COASTAL ENTERPRISES	8,479.82	8,479.82	0110320109 4310	Reimburse Nicolas Disc / Materials and Supplies Instr
G22D0105	REALLY GOOD STUFF	700.16	700.16	0130422103 4310	SLIP Instruction Pacific Dr / Materials and Supplies Instr
G22D0106	ROCHESTER 100 INC	406.24	406.24	0130222101 4310	Econ Impact Aid Pacific Drive / Materials and Supplies
G22D0107	CURRICULUM ASSOCIATES	285.60	285.60	0130222101 4310	Econ Impact Aid Pacific Drive / Materials and Supplies
G22D0108	AMAZON.COM	581.87	290.94	0134352103 4310	Community Based Engl TutorInst / Materials and Supplies

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G22D0108	*** CONTINUED ***				
			290.93	1231152101 4310	Pre K Famly Lit Support Instr / Materials and Supplies Instr
G22D0109	NASCO WEST INC	67.11	67.11	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
G22D0110	CDW.G	94.52	94.52	0140155239 4350	Curriculum Development Discret / Materials and Supplies
G22D0111	APPLE COMPUTER INC.	8,927.49	64.05	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
			8,863.44	0122429101 4310	Title III Ltd Engl Woodcrest / Materials and Supplies Instr
G22D0112	SCHOLASTIC MAGAZINES	1,507.29	1,507.29	0121225241 4310	Title I Richman Instr Media / Materials and Supplies Instr
G22D0113	DAISY IT	365.21	365.21	0130429103 4310	SLIP Instruction Woodcrest / Materials and Supplies Instr
G22D0114	OFFICE DEPOT BUSINESS SERVICE	140.36	70.20	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
			70.16	1231852101 4310	Pre K Family Literacy Instr / Materials and Supplies Instr
G22D0115	OFFICE DEPOT BUSINESS SERVICE	267.49	26.75	1208111101 4310	Preschool Instr Beechwood / Materials and Supplies Instr
			26.75	1208127101 4310	Preschool Inst Sunset Lane / Materials and Supplies Instr
			26.75	1208510101 4310	Childcare Instr Acacia / Materials and Supplies Instr
			53.50	1208511101 4310	Childcare Instr Beechwood / Materials and Supplies Instr
			26.75	1208516101 4310	Childcare Instr Hermosa Drive / Materials and Supplies
			53.50	1208526101 4310	Childcare Instr Rolling Hills / Materials and Supplies Instr
			26.75	1208527101 4310	Childcare Instr Sunset Lane / Materials and Supplies Instr
			26.74	1208530101 4310	Childcare Instr Fisler / Materials and Supplies Instr
G22D0116	MARKERBOARD PEOPLE, THE	297.39	297.39	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
G22D0117	NASCO WEST INC	52.16	52.16	1208530101 4310	Childcare Instr Fisler / Materials and Supplies Instr
G22D0118	CDW.G	47.26	47.26	0109755219 4350	Supp Grant Instr Supervision / Materials and Supplies
G22D0119	LAKESHORE LEARNING	642.11	642.11	1208111101 4310	Preschool Instr Beechwood / Materials and Supplies Instr
G22D0120	CDW.G	43.86	43.86	0140955259 4350	Information Systems ServicesDC / Materials and Supplies
G22D0121	CM SCHOOL SUPPLY COMPANY	56.87	56.87	0109711109 4310	Suppl Grant Support Beechwood / Materials and Supplies
G22D0122	CDW.G	877.20	877.20	0122420101 4310	Title III Limited Engl Nicolas / Materials and Supplies Inst
G22D0123	AMAZON.COM	302.94	302.94	0110225109 4310	Instruction Richman DC / Materials and Supplies Instr



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G22D0124	HEINEMANN PUBLISHING	317.11	317.11	0110211109 4310	Instruction Beechwd DC / Materials and Supplies Instr
G22D0125	MCGRAW HILL	1,403.36	1,403.36	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
G22D0126	HOUGHTON MIFFLIN COMPANY	587.35	522.00	0130230101 4310	Economic Impact Aid Fisler / Materials and Supplies Instr
			65.35	0130430103 4310	SLIP Instruction Fisler / Materials and Supplies Instr
G22D0127	PASCO SCIENTIFIC	1,557.98	1,557.98	0110211109 4310	Instruction Beechwd DC / Materials and Supplies Instr
G22D0128	AMAZON.COM	851.93	851.93	1231152101 4310	Pre K Famly Lit Support Instr / Materials and Supplies Instr
G22D0129	APPLE COMPUTER INC.	937.43	937.43	0122425101 4310	Title III Limited Engl Richman / Materials and Supplies
G22D0130	KAPLAN SCHOOL SUPPLY	386.38	386.38	1208530101 4310	Childcare Instr Fisler / Materials and Supplies Instr
G22D0131	VIRCO MANUFACTURING	754.63	754.63	0130415103 4310	SLIP Instruction Golden Hill / Materials and Supplies Instr
G22D0132	S&S WORLDWIDE INC	468.89	468.89	1208530101 4310	Childcare Instr Fisler / Materials and Supplies Instr
G22D0133	SCHOOLSIN	166.47	166.47	0122425101 4310	Title III Limited Engl Richman / Materials and Supplies
G22D0134	CDW.G	236.30	236.30	0151454391 4350	Special Services / Materials and Supplies Office
G22D0135	ADVANTAGE IMAGING SUPPLY INC	546.29	546.29	0121225241 4310	Title I Richman Instr Media / Materials and Supplies Instr
G22D0136	S&S WORLDWIDE INC	691.74	691.74	1208518101 4310	Childcare Instr Laguna Road / Materials and Supplies Instr
G22D0137	S&S WORLDWIDE INC	6,556.69	6,556.69	0132952101 4310	Aftr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
G22D0138	S&S WORLDWIDE INC	6,027.14	6,027.14	0132952101 4310	Aftr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
G22M0067	REXEL INC	856.81	856.81	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
G22M0068	A 1 FENCE COMPANY	1,345.00	1,345.00	0111618271 5640	Donations Admin Laguna Rd / Repairs by Vendors
G22M0069	CORREIA CONSULTING AND DESIGN	2,000.00	2,000.00	1453315819 5640	Deferred Maint Golden Hill / Repairs by Vendors
G22M0070	ENKO SYSTEMS INC	782.27	782.27	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
G22M0071	PRECISION FENCE	4,260.00	4,260.00	4064650851 6200	Redevelop Pass Through Admin / Buildings and Improve of
G22M0072	COVENANT AIR SYSTEM	337.50	337.50	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
G22M0073	INTEGRITY ELECTRIC	8,275.00	8,275.00	0153453819 5640	Vandalism / Repairs by Vendors
G22M0074	CUSTOM DESIGN UNIFORM CO	64.65	64.65	0153353819 4362	Plant Maintenance DC / Supplies Uniforms

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G22R0158	CASBO	649.20	649.20	0153750799 5310	Business Administration DC / Dues and Memberships
G22R0159	COSGROVE, MARILEE	847.77	847.77	1208526101 4310	Childcare Instr Rolling Hills / Materials and Supplies Instr
G22R0160	COSGROVE, MARILEE	296.03	43.90	0132952101 4310	Aftr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Instr
			252.13	1208526101 4310	Childcare Instr Rolling Hills / Materials and Supplies Instr
G22R0161	MATRIX IMAGING PRODUCTS INC	5,012.00	5,012.00	0151055339 5800	Child Welfare and AttendanceDC / Other Contracted
G22R0162	COMPLETE BUSINESS SYSTEMS	1,900.00	1,900.00	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
G22R0163	ESCHNER, LAURALYN	477.06	477.06	0125852101 4310	Project CREATE Instruction / Materials and Supplies Instr
G22R0164	RUSIEWSKI, MICHELE	59.05	59.05	0125852101 4310	Project CREATE Instruction / Materials and Supplies Instr
G22R0165	RENAISSANCE LEARNING INC	3,952.10	3,952.10	0122425101 4310	Title III Limited Engl Richman / Materials and Supplies
G22R0166	BENAVIDES, JANA	91.27	91.27	1208526101 4310	Childcare Instr Rolling Hills / Materials and Supplies Instr
G22R0167	TODD, NANCY	71.93	71.93	1208530101 4310	Childcare Instr Fisler / Materials and Supplies Instr
G22R0168	COSGROVE, MARILEE	370.84	23.69	1208510271 4350	Childcare Admin Acacia / Materials and Supplies Office
			347.15	1208526101 4310	Childcare Instr Rolling Hills / Materials and Supplies Instr
G22R0169	RUSIEWSKI, MICHELE	341.50	341.50	0125852101 4310	Project CREATE Instruction / Materials and Supplies Instr
G22R0170	MERCADO, SUSAN	354.48	354.48	0111619271 4350	Donations Admin Maple / Materials and Supplies Office
G22R0171	MOORE WALLACE	159.44	159.44	0153050799 4350	Business Administration DC / Materials and Supplies
G22R0172	AEROMARK	25.32	12.66	0130452213 4350	SLIP Instr Supervision Central / Materials and Supplies
			12.66	0140155239 4350	Curriculum Development Discret / Materials and Supplies
G22R0173	AEROMARK	88.36	44.18	0151354341 4350	Health Services / Materials and Supplies Office
			44.18	0151454391 4350	Special Services / Materials and Supplies Office
G22R0174	YANG, ALEX	252.37	252.37	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
G22R0175	VERIZON WIRELESS	15.50	15.50	1208513101 4310	Childcare Instr Fern Dr / Materials and Supplies Instr
G22R0176	COSGROVE, MARILEE	258.94	46.30	1208111101 4310	Preschool Instr Beechwood / Materials and Supplies Instr
			201.89	1208511101 4310	Childcare Instr Beechwood / Materials and Supplies Instr
			10.75	1208530101 4310	Childcare Instr Fisler / Materials and Supplies Instr

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G22R0177	AMAZON.COM	603.82	603.82	0135252393 4350	School Safety Program Pupil Sv / Materials and Supplies
G22R0178	FIRST EVANGELICAL FREE CHURCH	550.00	550.00	0160357789 5899	Community Events Admin / Other Expenses
G22R0179	FIRST EVANGELICAL FREE CHURCH	175.00	175.00	0160357789 5899	Community Events Admin / Other Expenses
G22R0180	EXPLORELEARNING	17,955.00	17,955.00	0140055249 4310	Multi Media Technology DC / Materials and Supplies Instr
G22R0181	HENRY SCHEIN INC	514.88	54.26	0109713109 4310	Suppl Grant Support Fern Dr / Materials and Supplies Instr
			54.26	0109717109 4310	Suppl Grant Support Ladera Vis / Materials and Supplies
			17.68	0110218109 4310	Instruction Laguna Road DC / Materials and Supplies Instr
			217.05	0110220109 4310	Instruction Nicolas DC / Materials and Supplies Instr
			8.85	0110227109 4310	Instruction Sunset Lane DC / Materials and Supplies Instr
			54.26	0110230109 4310	Instruction Fisler DC / Materials and Supplies Instr
			54.26	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
			54.26	0130222101 4310	Econ Impact Aid Pacific Drive / Materials and Supplies
G22R0182	INTL BACCALAUREATE NORTH AMERI	8,700.00	8,700.00	0109211109 4310	Sch Theme Resrch Instr Beechwd / Materials and Supplies
G22R0183	PEARSON ASSESSMENT INC	441.56	441.56	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits
G22R0184	RIVERSIDE PUBLISHING COMPANY	310.86	310.86	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
G22S0006	HENRY SCHEIN INC	243.30	243.30	0100000000 9320	Unrestricted / Stores
G22V0041	COMMUNITY PLAYTHINGS	2,911.41	1,661.51	1208510101 4310	Childcare Instr Acacia / Materials and Supplies Instr
			1,249.90	1208510101 6410	Childcare Instr Acacia / New Equip Less Than \$10,000
G22V0042	CULVER NEWLIN INC	1,761.68	1,761.68	1208527101 6410	Childcare Instr Sunset Lane / New Equip Less Than
G22V0043	LAKESHORE LEARNING	575.70	575.70	2567213859 6410	Fac Growth Dev Fees Fern Dr / New Equip Less Than
G22V0044	LAKESHORE LEARNING	575.70	575.70	2567224859 6410	Fac Growth Dev Fees Raymond / New Equip Less Than
G22V0045	LAKESHORE LEARNING	575.70	575.70	2567225859 6410	Fac Growth Dev Fees Richman / New Equip Less Than
G22V0046	PROMOTE MARKETING CONCEPTS	1,498.80	366.35	0110330109 4310	Reimburse Fisler Discretionary / Materials and Supplies
			1,132.45	0110330109 6410	Reimburse Fisler Discretionary / New Equip Less Than
G22V0047	APPLE COMPUTER INC.	11,147.07	1,302.00	0144230109 4310	Technology Donations Fisler / Materials and Supplies Instr
			9,845.07	0144230109 6410	Technology Donations Fisler / New Equip Less Than

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G22X0255	STAPLES 025724519	500.00	500.00	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
G22X0256	SMART AND FINAL STORES CORPORA	1,000.00	1,000.00	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
G22X0257	VERIZON WIRELESS	1,400.00	714.00 686.00	0121220261 5900 0135252823 5900	Title I Parent Part Nicolas / Communications School Safety Utilities / Communications
G22X0258	ABRAHAMSON, GAIL	9,200.00	9,200.00	0141555109 5805	Fine Arts Resource Instr / Consultants
G22X0259	ADAMSON, GREG	22,500.00	22,500.00	0141555109 5805	Fine Arts Resource Instr / Consultants
G22X0260	ANGELI, CHRISTINE	10,500.00	10,500.00	0141555109 5805	Fine Arts Resource Instr / Consultants
G22X0261	AYEH, KATHY	8,750.00	8,750.00	0141555109 5805	Fine Arts Resource Instr / Consultants
G22X0262	COLLINS, ARIAS	20,000.00	20,000.00	0141555109 5805	Fine Arts Resource Instr / Consultants
G22X0263	COLLINS, DEBORAH E	10,000.00	10,000.00	0141555109 5805	Fine Arts Resource Instr / Consultants
G22X0264	DIDYK, ROSINA	4,500.00	4,500.00	0141555109 5805	Fine Arts Resource Instr / Consultants
G22X0265	GREEN, BRYAN	19,500.00	19,500.00	0141555109 5805	Fine Arts Resource Instr / Consultants
G22X0266	JONES, DALE	12,500.00	12,500.00	0141555109 5805	Fine Arts Resource Instr / Consultants
G22X0267	JUDD, MARSHA	4,500.00	4,500.00	0141555109 5805	Fine Arts Resource Instr / Consultants
G22X0268	PLATERO, DAWN L	4,500.00	4,500.00	0141555109 5805	Fine Arts Resource Instr / Consultants
G22X0269	POLL, SARI ROSE	3,850.00	3,850.00	0141555109 5805	Fine Arts Resource Instr / Consultants
G22X0270	WILSON, CYNTHIA ANN	13,200.00	13,200.00	0141555109 5805	Fine Arts Resource Instr / Consultants
G22X0271	SZABO, ISTVAN ZOLTAN	18,000.00	18,000.00	0141555109 5805	Fine Arts Resource Instr / Consultants
G22X0272	SOULY, WILFRIED G.	15,000.00	15,000.00	0141555109 5805	Fine Arts Resource Instr / Consultants
G22X0273	ROMERO, ASHLEY	16,100.00	16,100.00	0141555109 5805	Fine Arts Resource Instr / Consultants
G22X0274	PRUITT, LINDA	11,250.00	11,250.00	0141555109 5805	Fine Arts Resource Instr / Consultants
G22X0275	ORR, THERESA	18,750.00	18,750.00	0141555109 5805	Fine Arts Resource Instr / Consultants
G22X0276	KAMALU, JOYLANI ROSEANN	16,100.00	16,100.00	0141555109 5805	Fine Arts Resource Instr / Consultants
G22X0277	AT&T MOBILITY	2,000.00	1,000.00	0132952101 5900	Aftr Schl Ed Sfty Grt Cohort 6 / Communications

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G22X0277	*** CONTINUED ***				
			1,000.00	1231019271 5900	Preschool Administration / Communications
G22X0278	VERIZON WIRELESS	400.00	400.00	0140318279 5900	School Administration Discret / Communications
G22X0279	VERIZON WIRELESS	6,000.00	6,000.00	0132952101 5900	Afr Schl Ed Sfty Grt Cohort 6 / Communications
G22X0280	SPRINT PCS	4,800.00	4,800.00	0132952101 5900	Afr Schl Ed Sfty Grt Cohort 6 / Communications
G22X0281	SPRINT PCS	2,031.80	246.87	1208510821 5900	Childcare Acacia Utilities / Communications
			246.87	1208511821 5900	Childcare Beechwood Utilities / Communications
			246.87	1208513821 5900	Childcare Fern Dr Utilities / Communications
			246.87	1208516821 5900	Childcare Hermosa Dr Utilities / Communications
			303.65	1208518821 5900	Childcare Laguna Rd Utilities / Communications
			246.89	1208526821 5900	Childcare Rolling Hills Utilit / Communications
			246.89	1208527821 5900	Childcare Sunset Ln Utilities / Communications
			246.89	1208530821 5900	Childcare Fisler Utilities / Communications
G22X0282	VERIZON WIRELESS	9,000.00	450.00	1208510821 5900	Childcare Acacia Utilities / Communications
			2,250.00	1208511821 5900	Childcare Beechwood Utilities / Communications
			900.00	1208513821 5900	Childcare Fern Dr Utilities / Communications
			900.00	1208516821 5900	Childcare Hermosa Dr Utilities / Communications
			900.00	1208518821 5900	Childcare Laguna Rd Utilities / Communications
			1,800.00	1208526821 5900	Childcare Rolling Hills Utilit / Communications
			900.00	1208527821 5900	Childcare Sunset Ln Utilities / Communications
			900.00	1208530821 5900	Childcare Fisler Utilities / Communications
G22X0283	WESTERN YOUTH SERVICES	160,000.00	8,000.00	0121212181 5866	Title I Commonwealth NPS / Nonpublic Agency Services
			8,000.00	0121221181 5866	Title I Orangethorpe NPS / Nonpublic Agency Services
			8,000.00	0121222181 5866	Title I Pacific Dr NPS / Nonpublic Agency Services
			8,000.00	0121229181 5866	Title I Woodcrest NPS / Nonpublic Agency Services
			128,000.00	0150454101 5866	Sp Ed Mental Hlth Supp Instr / Nonpublic Agency Services
G22X0284	ATKINSON ANDELSON LOYA RUDD RO	70,000.00	45,000.00	0142054201 5100	Special Ed Administration / Subagreements for Services
			25,000.00	0142054201 5825	Special Ed Administration / Legal Assistance
G22X0285	BOYS AND GIRLS CLUB OF FULLERT	168,480.00	168,480.00	0132952101 5805	Afr Schl Ed Sfty Grt Cohort 6 / Consultants

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
 BOARD OF TRUSTEES MEETING 09/27/2012

FROM 08/21/2012 TO 09/04/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G22X0286	VERIZON WIRELESS	1,700.00	1,700.00	0135252823 5900	School Safety Utilities / Communications
G22X0287	VERIZON WIRELESS	200.00	200.00	0110211109 5900	Instruction Beechwd DC / Communications
G22Y0043	RAL COMPANY	1,800.00	900.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
			900.00	0156656369 4361	Transportation Special Ed DC / Materials and Supplies Fuel
	<b>Fund 01 Total:</b>	<b>790,411.45</b>			
	<b>Fund 12 Total:</b>	<b>25,721.50</b>			
	<b>Fund 14 Total:</b>	<b>2,000.00</b>			
	<b>Fund 25 Total:</b>	<b>1,727.10</b>			
	<b>Fund 40 Total:</b>	<b>4,260.00</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>824,120.05</b>			

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS**  
**BOARD OF TRUSTEES**                      **09/27/2012**

FROM 08/21/2012 TO 09/04/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G22M0016	UNIVERSAL ASPHALT COMPANY	76,000.00	-1,000.00	1453328819 5640	Deferred Maint Valencia Park / Repairs by Vendors
G22X0040	SOUTHWEST SCHOOL SUPPLY	8,000.00	+2,000.00	0109711109 4310	Suppl Grant Support Beechwood / Materials and Supplies
G22X0045	SOUTHWEST SCHOOL SUPPLY	8,500.00	+1,250.00	0109718109 4310	Suppl Grant Support Laguna Rd / Materials and Supplies
			+2,500.00	0110218109 4310	Instruction Laguna Road DC / Materials and Supplies Instr
			+1,250.00	0130218101 4310	Econ Impact Aid Laguna Road / Materials and Supplies Instr
G22X0046	SOUTHWEST SCHOOL SUPPLY	5,500.00	+1,000.00	0122419101 4310	Title III Limited Engl Maple / Materials and Supplies Instr
			+1,000.00	0130419103 4310	SLIP Instruction Maple / Materials and Supplies Instr
G22X0094	SOUTHWEST SCHOOL SUPPLY	5,774.00	+1,274.00	0110224109 4310	Instruction Raymond DC / Materials and Supplies Instr
G22X0095	SOUTHWEST SCHOOL SUPPLY	3,500.00	+2,000.00	0110226109 4310	Instruction Rolling Hills DC / Materials and Supplies Instr
G22X0113	SOUTHWEST SCHOOL SUPPLY	8,800.00	+5,000.00	0110227109 4310	Instruction Sunset Lane DC / Materials and Supplies Instr
G22Y0003	AZ BUS SALES	2,100.00	+200.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
G22Y0026	IPC USA INC	105,000.00	+11,000.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
			+40,000.00	0156656369 4361	Transportation Special Ed DC / Materials and Supplies Fuel
<b>Fund 01 Total:</b>			<b>68,474.00</b>		
<b>Fund 14 Total:</b>			<b>-1,000.00</b>		
<b>Total Amount of Change Orders:</b>			<b>67,474.00</b>		

**FULLERTON ELEMENTARY**

**PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS**

**BOARD OF TRUSTEES**

**09/27/2012**

**FROM 08/21/2012 TO 09/04/2012**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G22D0054	MONOPRICE INC.	880.56	880.56	0130222101 4310	Econ Impact Aid Pacific Drive / Materials and Supplies
	Fund 01 Total:	880.56			
	Total Amount of Purchase Orders:	880.56			



CONSENT ITEM

**DATE:** September 27, 2012  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**PREPARED BY:** Amanda Colón, Director, Nutrition Services  
**SUBJECT:** APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS  
NUMBERED 150125 THROUGH 150158 AND OPEN PURCHASE ORDERS  
NUMBERED 150159 THROUGH 150179 FOR THE 2012/2013 SCHOOL  
YEAR

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated August 21, 2012 through September 4, 2012 contains purchase orders numbered 150125 through 150158 and open purchase orders numbered 150159 through 150179 for the 2012/2013 school year totaling \$154,701.00.

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 (13).

Recommendation: Approve/Ratify Nutrition Services purchase orders numbered 150125 through 150158 and open purchase orders numbered 150159 through 150179 for the 2012/2013 school year.

SH:AC:dlh  
Attachment

Schedule of Open / Out of Date Sequence/ Processed Food  
Commodity  
Purchase Order Report  
07-31-12 through 08-20-12

Date	Vendor	PO Number	Category	Amount
<b>Open Purchase Orders</b>				
<b>Amount Not To Exceed</b>				
7/31/2012	Hollandia Dairy	150080	Dairy	3,000.00
7/31/2012	Hollandia Dairy	150081	Dairy	3,000.00
7/31/2012	Hollandia Dairy	150082	Dairy	3,000.00
7/31/2012	Hollandia Dairy	150083	Dairy	3,000.00
7/31/2012	Hollandia Dairy	150084	Dairy	3,000.00
7/31/2012	Hollandia Dairy	150085	Dairy	3,000.00
7/31/2012	Hollandia Dairy	150086	Dairy	3,000.00
7/31/2012	Hollandia Dairy	150087	Dairy	3,000.00
7/31/2012	Hollandia Dairy	150088	Dairy	3,000.00
7/31/2012	Hollandia Dairy	150089	Dairy	3,000.00
7/31/2012	Hollandia Dairy	150090	Dairy	3,000.00
7/31/2012	Hollandia Dairy	150091	Dairy	3,000.00
7/31/2012	Hollandia Dairy	150092	Dairy	3,000.00
7/31/2012	Hollandia Dairy	150093	Dairy	3,000.00
7/31/2012	Hollandia Dairy	150094	Dairy	3,000.00
7/31/2012	Hollandia Dairy	150095	Dairy	3,000.00
7/31/2012	Hollandia Dairy	150096	Dairy	3,000.00
TOTAL OPEN PURCHASE ORDERS THIS PAGE				51,000.00
<b>Processed Food &amp; Commodity P.O.'s</b>				
<b>NONE</b>				
Total OPEN Purchase Orders (from this page & from page 2)				\$ 63,000.00
Total Purchase Orders Out of Date Sequence				-
Total Processed Food & Commodity P.O.'s				-
Total Purchase Orders from Purchase Order Detail Report				119,121.22
<b>TOTAL PURCHASE ORDERS</b>				<b>\$ 182,121.22</b>



# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 7/31/2012 and 8/20/2012

Vendor Name		PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
A & R Wholesale Distributors, Inc.		150114	8/14/2012	9/5/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
24	case	8148	Pretzel Nibblers, IW #88270 60/case	\$16.4400	\$394.56		
14	case	8016	Munchie Kid's Mix, Quaker #80340 104/ .88 oz.	\$23.8100	\$333.34		
						Sales Tax:	\$0.00
						P.O. Total:	\$727.90
A & R Wholesale Distributors, Inc.		150124	8/17/2012	8/29/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
35	case	7682	Cookie,Choc Belly Bear,Whole Gm J&J 200's	\$19.7900	\$692.65		
						Sales Tax:	\$0.00
						P.O. Total:	\$692.65
						Vendor Total:	\$1,420.55
							^
So. CA School Nutrition Assoc.		150111	8/13/2012	8/13/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	ea	1	Pre-Registration for all 5 meetings - Amanda	\$250.0000	\$250.00		
1	ea	1	Pre-Registration for Sept. 21 - Kenya	\$55.0000	\$55.00		
						Sales Tax:	\$0.00
						P.O. Total:	\$305.00
						Vendor Total:	\$305.00
							^
California School Nutrition Association		150121	8/16/2012	8/16/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	ea	1	Membership Renewal - Kenya Turner	\$55.0000	\$55.00		
						Sales Tax:	\$0.00
						P.O. Total:	\$55.00
						Vendor Total:	\$55.00
							^
Fullerton School District		150098	7/31/2012	7/31/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	ea	1	July Payroll per July 2012 Bitech Report	\$25,231.8400	\$25,231.84		
1	ea	1	District Expenses per July 2012 Bitech Report	\$1,848.2400	\$1,848.24		
						Sales Tax:	\$0.00
						P.O. Total:	\$27,080.08
Fullerton School District		150102	8/1/2012	8/31/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	ea	1	Estimated 1B Payroll per August Bitech Report	\$45,000.0000	\$45,000.00		
1	ea	1	Estimated Dist. Exp. per August Bitech Report	\$1,000.0000	\$1,000.00		
						Sales Tax:	\$0.00
						P.O. Total:	\$46,000.00
						Vendor Total:	\$73,080.08
							^

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 7/31/2012 and 8/20/2012

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	150103	8/1/2012	8/17/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
20	case	30345	Waffles,Mini Maple GS#71281 Eggo IW 72ct.	\$26.9200	\$538.40	
90	case	30346	Waffles,Mini Cinn GS# Eggo Kellogs 72 ct	\$26.9200	\$2,422.80	
28	case	30339	Pancakes,Mini Bluebry GS#133616 Eggo IW 72 ct	\$26.9200	\$753.76	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$3,714.96
Gold Star Foods Inc.	150104	8/1/2012	8/17/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	cs	1	Apple Cinn 2.5oz BVMuffin, GS # 400274, 80/cs	\$30.9200	\$61.84	
2	cs	2	DbI Choc 2.5oz BVMuffin, GS # 400256, 80/cs	\$30.8500	\$61.70	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$123.54
Gold Star Foods Inc.	150106	8/9/2012	8/31/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10	case	56041	Enchilada, Turkey GS#402055 JTM 6/5#	\$36.0000	\$360.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$360.00
Gold Star Foods Inc.	150116	8/15/2012	9/7/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
55	case	58106	Pork LF BBQ Rib Patty,Pierre100/3.0oz/cs,GS#401842	\$30.0000	\$1,650.00	
35	case	56029	Turkey,TacoMeat Jennie-O#2856-28 4/7lb. (W&D)	\$49.7300	\$1,740.55	
37	case	59517	Cheddar Cheese Cup LOL,GS#401967,140/cs,MF#39942	\$53.4300	\$1,976.91	
48	case	56506	Mac & Cheese RF whole grain, LOL#43277 6/5#bg/case	\$43.5000	\$2,088.00	
149	case	30016	CornDog Whole Grn Chk,GS#112978,36cs,DLee#CN340DL	\$13.7400	\$2,047.26	
43	case	56702	Chicken,Mndrn Ornge,GS#401779,35#cs,Lings#11101-8	\$69.8200	\$3,002.26	
5	case	30015	Corn Dog,Jumbo IW (DonLee) 40/cs, GS#100498	\$17.3700	\$86.85	
3	case	30065	Corn Dog, Mini Foster Frms, 239/.67oz/cs,GS#100714	\$22.7000	\$68.10	
20	case	64001	Applesauce Can 6/#10	\$2.8200	\$56.40	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$12,716.33
Gold Star Foods Inc.	150117	8/15/2012	8/17/2012	8/21/2012		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
7	Pks	1	GS # 600198 Cinn Bagel	\$2.9500	\$20.65	
3	Pkg	2	GS # 600200 Onion Bagel	\$2.7300	\$8.19	
7	Pkg	3	GS # 600196 Plain Bagel	\$2.7300	\$19.11	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$47.95
Gold Star Foods Inc.	150118	8/15/2012	8/17/2012	8/21/2012		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	Pkgs	1	GS# 600210 Fresh Blueberry Muffin	\$7.1900	\$14.38	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$14.38
Gold Star Foods Inc.	150119	8/15/2012	8/17/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
13	pk	998092	Danish, Cheese IW #641	\$10.8400	\$140.92	
12	pk	998091	Danish, Apple/Cinn IW #1721	\$10.8400	\$130.08	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$271.00

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 7/31/2012 and 8/20/2012

Vendor Name		PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.		150120	8/15/2012	8/21/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
21	Pkgs	1	GS# 600198 Cinn Bagel		\$2.9500	\$61.95	
9	Pkgs	2	GS # 600200 Onion Bagel		\$2.7300	\$24.57	
21	Pkgs	3	GS # 600196 Plain Bagel		\$2.7300	\$57.33	
<b>Sales Tax:</b>						\$0.00	
<b>P.O. Total:</b>						\$143.85	<input type="checkbox"/>
Gold Star Foods Inc.		150123	8/17/2012	8/31/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
72	case	1	GS #401602 Tyson Roasted CHicken 8 pc 25#		\$32.5000	\$2,340.00	
<b>Sales Tax:</b>						\$0.00	
<b>P.O. Total:</b>						\$2,340.00	
<b>Vendor Total:</b>						\$19,732.01	^
P & R Paper Supply Company, Inc.		150112	8/14/2012	8/21/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
8	case	81028	Bag Chick-foi/w/pic Papercuhi 444492 1M/case		\$23.9500	\$191.60	
4	case	81005	Bag #8 white sand STW-08WC 2/M (HASHBROWNS)		\$14.9800	\$59.92	
10	bundle	81021	Bag, brown lunch #6 WPK-6LB Duro 4/500/case		\$6.9500	\$69.50	
1	case	85001	Bowl, 5 oz Foam Dart #DRT-5B20 20/50/case		\$21.3500	\$21.35	
<b>Sales Tax:</b>						\$0.00	
<b>P.O. Total:</b>						\$342.37	
<b>Vendor Total:</b>						\$342.37	^
Form Plastics		150115	8/14/2012	9/13/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
144	case	86213	Tray 3 1/2x3 1/2, 2000/case Part#5010-128500		\$35.9200	\$5,172.48	
8	case	87001	Film 6 13/16 97465100DP985CV HT 2rolls/cs		\$595.7100	\$4,765.68	
<b>Sales Tax:</b>						\$369.34	
<b>P.O. Total:</b>						\$10,307.50	
<b>Vendor Total:</b>						\$10,307.50	^
ASR Food Distributors, Inc.		150113	8/14/2012	9/7/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
112	case	11121	Juice, Apple Apple & Eve #84526TPF 36/6.75oz		\$9.7200	\$1,088.64	
112	case	11122	Juice, Very Berry Apple&Eve #84527TPF 36/6.75oz		\$9.7200	\$1,088.64	
112	case	11123	Juice,Orange Tangerne Apple&Eve#84523TPF 36/6.75oz		\$9.7200	\$1,088.64	
<b>Sales Tax:</b>						\$0.00	
<b>P.O. Total:</b>						\$3,265.92	
<b>Vendor Total:</b>						\$3,265.92	^
Green Mountain Coffee Roasters		150109	8/10/2012	8/13/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 7/31/2012 and 8/20/2012

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Green Mountain Coffee Roasters	150109	8/10/2012	8/13/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
8	case	3106	Coffee, Orgnic Frnch Rst Grn Mtn#4692 50/2.5 oz.	\$73.8300	\$590.64	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$590.64
					<b>Vendor Total:</b>	\$590.64
^						
Trade Supplies	150108	8/10/2012	8/13/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
30	case	80025	Towel, Premium White Terry 20 X40 5 doz./case	\$99.5000	\$2,985.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$2,985.00
					<b>Vendor Total:</b>	\$2,985.00
^						
Swisher	150110	8/10/2012	8/13/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
35	case	70019	Sanitizer Clear Quat 2.5 gal.	\$55.9500	\$1,958.25	
1	case	70023	Rinse Low Temp 5gal	\$94.4400	\$94.44	
2	each	70036	Orange-Cleaner/Degreaser 2.5 gal.	\$49.6100	\$99.22	
					<b>Sales Tax:</b>	\$166.77
					<b>P.O. Total:</b>	\$2,318.68
					<b>Vendor Total:</b>	\$2,318.68
^						
Hollandia Dairy	150080	7/31/2012	8/31/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
3000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2121	\$636.30	
5000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2033	\$1,016.50	
500	ea	997077	Juice, Orange 4oz #3770	\$0.1410	\$70.50	
500	ea	997022	Juice, Apple 4oz #3771	\$0.1185	\$59.25	
500	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1295	\$64.75	
500	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1175	\$58.75	
5	cs	997031	Soy Milk 8th Cont Orig. 8oz. 12/cs #7071	\$5.3000	\$26.50	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$1,932.55
Hollandia Dairy	150081	7/31/2012	8/31/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
3000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2121	\$636.30	
5000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2033	\$1,016.50	
500	ea	997077	Juice, Orange 4oz #3770	\$0.1410	\$70.50	
500	ea	997022	Juice, Apple 4oz #3771	\$0.1185	\$59.25	
500	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1295	\$64.75	
500	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1175	\$58.75	
5	cs	997031	Soy Milk 8th Cont Orig. 8oz. 12/cs #7071	\$5.3000	\$26.50	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$1,932.55

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 7/31/2012 and 8/20/2012

Vendor Name		PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Hollandia Dairy		150082	7/31/2012	8/31/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
3000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2121	\$636.30		
5000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2033	\$1,016.50		
500	ea	997077	Juice, Orange 4oz #3770	\$0.1410	\$70.50		
500	ea	997022	Juice, Apple 4oz #3771	\$0.1185	\$59.25		
500	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1295	\$64.75		
500	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1175	\$58.75		
5	cs	997031	Soy Milk 8th Cont Orig. 8oz. 12/cs #7071	\$5.3000	\$26.50		
					<b>Sales Tax:</b>	\$0.00	
					<b>P.O. Total:</b>	\$1,932.55	
Hollandia Dairy		150083	7/31/2012	8/31/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
3000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2121	\$636.30		
5000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2033	\$1,016.50		
500	ea	997077	Juice, Orange 4oz #3770	\$0.1410	\$70.50		
500	ea	997022	Juice, Apple 4oz #3771	\$0.1185	\$59.25		
500	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1295	\$64.75		
500	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1175	\$58.75		
5	cs	997031	Soy Milk 8th Cont Orig. 8oz. 12/cs #7071	\$5.3000	\$26.50		
					<b>Sales Tax:</b>	\$0.00	
					<b>P.O. Total:</b>	\$1,932.55	
Hollandia Dairy		150084	7/31/2012	8/31/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
3000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2121	\$636.30		
5000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2033	\$1,016.50		
500	ea	997077	Juice, Orange 4oz #3770	\$0.1410	\$70.50		
500	ea	997022	Juice, Apple 4oz #3771	\$0.1185	\$59.25		
500	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1295	\$64.75		
500	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1175	\$58.75		
5	cs	997031	Soy Milk 8th Cont Orig. 8oz. 12/cs #7071	\$5.3000	\$26.50		
					<b>Sales Tax:</b>	\$0.00	
					<b>P.O. Total:</b>	\$1,932.55	
Hollandia Dairy		150085	7/31/2012	8/31/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
3000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2121	\$636.30		
5000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2033	\$1,016.50		
500	ea	997077	Juice, Orange 4oz #3770	\$0.1410	\$70.50		
500	ea	997022	Juice, Apple 4oz #3771	\$0.1185	\$59.25		
500	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1295	\$64.75		
500	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1175	\$58.75		
5	cs	997031	Soy Milk 8th Cont Orig. 8oz. 12/cs #7071	\$5.3000	\$26.50		
					<b>Sales Tax:</b>	\$0.00	
					<b>P.O. Total:</b>	\$1,932.55	
Hollandia Dairy		150086	7/31/2012	8/31/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
3000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2121	\$636.30		
5000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2033	\$1,016.50		
500	ea	997077	Juice, Orange 4oz #3770	\$0.1410	\$70.50		
500	ea	997022	Juice, Apple 4oz #3771	\$0.1185	\$59.25		
500	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1295	\$64.75		
500	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1175	\$58.75		
5	cs	997031	Soy Milk 8th Cont Orig. 8oz. 12/cs #7071	\$5.3000	\$26.50		
					<b>Sales Tax:</b>	\$0.00	
					<b>P.O. Total:</b>	\$1,932.55	



# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 7/31/2012 and 8/20/2012

Vendor Name		PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Hollandia Dairy		150086	7/31/2012	8/31/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$1,932.55
Hollandia Dairy		150087	7/31/2012	8/31/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
3000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321		\$0.2121	\$636.30	
5000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401		\$0.2033	\$1,016.50	
500	ea	997077	Juice, Orange 4oz #3770		\$0.1410	\$70.50	
500	ea	997022	Juice, Apple 4oz #3771		\$0.1185	\$59.25	
500	ea	997096	Juice, Appleberry, 4oz #3772		\$0.1295	\$64.75	
500	ea	997025	Juice, Wildcherry 4oz #3774		\$0.1175	\$58.75	
5	cs	997031	Soy Milk 8th Cont Orig. 8oz. 12/cs #7071		\$5.3000	\$26.50	
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$1,932.55
Hollandia Dairy		150088	7/31/2012	8/31/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
3000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321		\$0.2121	\$636.30	
5000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401		\$0.2033	\$1,016.50	
500	ea	997077	Juice, Orange 4oz #3770		\$0.1410	\$70.50	
500	ea	997022	Juice, Apple 4oz #3771		\$0.1185	\$59.25	
500	ea	997096	Juice, Appleberry, 4oz #3772		\$0.1295	\$64.75	
500	ea	997025	Juice, Wildcherry 4oz #3774		\$0.1175	\$58.75	
5	cs	997031	Soy Milk 8th Cont Orig. 8oz. 12/cs #7071		\$5.3000	\$26.50	
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$1,932.55
Hollandia Dairy		150089	7/31/2012	8/31/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
3000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321		\$0.2121	\$636.30	
5000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401		\$0.2033	\$1,016.50	
500	ea	997077	Juice, Orange 4oz #3770		\$0.1410	\$70.50	
500	ea	997022	Juice, Apple 4oz #3771		\$0.1185	\$59.25	
500	ea	997096	Juice, Appleberry, 4oz #3772		\$0.1295	\$64.75	
500	ea	997025	Juice, Wildcherry 4oz #3774		\$0.1175	\$58.75	
5	cs	997031	Soy Milk 8th Cont Orig. 8oz. 12/cs #7071		\$5.3000	\$26.50	
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$1,932.55
Hollandia Dairy		150090	7/31/2012	8/31/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
3000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321		\$0.2121	\$636.30	
5000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401		\$0.2033	\$1,016.50	
500	ea	997077	Juice, Orange 4oz #3770		\$0.1410	\$70.50	
500	ea	997022	Juice, Apple 4oz #3771		\$0.1185	\$59.25	
500	ea	997096	Juice, Appleberry, 4oz #3772		\$0.1295	\$64.75	
500	ea	997025	Juice, Wildcherry 4oz #3774		\$0.1175	\$58.75	
5	cs	997031	Soy Milk 8th Cont Orig. 8oz. 12/cs #7071		\$5.3000	\$26.50	
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$1,932.55
Hollandia Dairy		150091	7/31/2012	8/31/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
3000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321		\$0.2121	\$636.30	
5000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401		\$0.2033	\$1,016.50	

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 7/31/2012 and 8/20/2012

Vendor Name		PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Hollandia Dairy		150091	7/31/2012	8/31/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
500	ea	997077	Juice, Orange 4oz #3770		\$0.1410	\$70.50	
500	ea	997022	Juice, Apple 4oz #3771		\$0.1185	\$59.25	
500	ea	997096	Juice, Appleberry, 4oz #3772		\$0.1295	\$64.75	
500	ea	997025	Juice, Wildcherry 4oz #3774		\$0.1175	\$58.75	
5	cs	997031	Soy Milk 8th Cont Orig. 8oz. 12/cs #7071		\$5.3000	\$26.50	
<b>Sales Tax:</b>						\$0.00	
<b>P.O. Total:</b>						\$1,932.55	<input type="checkbox"/>
Hollandia Dairy		150092	7/31/2012	8/31/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
3000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321		\$0.2121	\$636.30	
5000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401		\$0.2033	\$1,016.50	
500	ea	997077	Juice, Orange 4oz #3770		\$0.1410	\$70.50	
500	ea	997022	Juice, Apple 4oz #3771		\$0.1185	\$59.25	
500	ea	997096	Juice, Appleberry, 4oz #3772		\$0.1295	\$64.75	
500	ea	997025	Juice, Wildcherry 4oz #3774		\$0.1175	\$58.75	
5	cs	997031	Soy Milk 8th Cont Orig. 8oz. 12/cs #7071		\$5.3000	\$26.50	
<b>Sales Tax:</b>						\$0.00	
<b>P.O. Total:</b>						\$1,932.55	<input type="checkbox"/>
Hollandia Dairy		150093	7/31/2012	8/31/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
3000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321		\$0.2121	\$636.30	
5000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401		\$0.2033	\$1,016.50	
500	ea	997077	Juice, Orange 4oz #3770		\$0.1410	\$70.50	
500	ea	997022	Juice, Apple 4oz #3771		\$0.1185	\$59.25	
500	ea	997096	Juice, Appleberry, 4oz #3772		\$0.1295	\$64.75	
500	ea	997025	Juice, Wildcherry 4oz #3774		\$0.1175	\$58.75	
5	cs	997031	Soy Milk 8th Cont Orig. 8oz. 12/cs #7071		\$5.3000	\$26.50	
<b>Sales Tax:</b>						\$0.00	
<b>P.O. Total:</b>						\$1,932.55	<input type="checkbox"/>
Hollandia Dairy		150094	7/31/2012	8/31/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
5000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321		\$0.2121	\$1,060.50	
3000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401		\$0.2033	\$609.90	
500	ea	997077	Juice, Orange 4oz #3770		\$0.1410	\$70.50	
500	ea	997022	Juice, Apple 4oz #3771		\$0.1185	\$59.25	
500	ea	997096	Juice, Appleberry, 4oz #3772		\$0.1295	\$64.75	
500	ea	997025	Juice, Wildcherry 4oz #3774		\$0.1175	\$58.75	
5	cs	997031	Soy Milk 8th Cont Orig. 8oz. 12/cs #7071		\$5.3000	\$26.50	
<b>Sales Tax:</b>						\$0.00	
<b>P.O. Total:</b>						\$1,950.15	<input type="checkbox"/>
Hollandia Dairy		150095	7/31/2012	8/31/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
3000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321		\$0.2121	\$636.30	
5000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401		\$0.2033	\$1,016.50	
500	ea	997077	Juice, Orange 4oz #3770		\$0.1410	\$70.50	
500	ea	997022	Juice, Apple 4oz #3771		\$0.1185	\$59.25	
500	ea	997096	Juice, Appleberry, 4oz #3772		\$0.1295	\$64.75	
500	ea	997025	Juice, Wildcherry 4oz #3774		\$0.1175	\$58.75	
5	cs	997031	Soy Milk 8th Cont Orig. 8oz. 12/cs #7071		\$5.3000	\$26.50	
<b>Sales Tax:</b>						\$0.00	
<b>P.O. Total:</b>						\$1,932.55	<input type="checkbox"/>

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 7/31/2012 and 8/20/2012

Vendor Name		PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Hollandia Dairy		150096	7/31/2012	8/31/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
3000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2121	\$636.30		
5000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2033	\$1,016.50		
500	ea	997077	Juice, Orange 4oz #3770	\$0.1410	\$70.50		
500	ea	997022	Juice, Apple 4oz #3771	\$0.1185	\$59.25		
500	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1295	\$64.75		
500	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1175	\$58.75		
5	cs	997031	Soy Milk 8th Cont Orig. 8oz. 12/cs #7071	\$5.3000	\$26.50		
						Sales Tax:	\$0.00
						P.O. Total:	\$1,932.55
Hollandia Dairy		150097	7/31/2012	8/31/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
3000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2121	\$636.30		
5000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2033	\$1,016.50		
500	ea	997077	Juice, Orange 4oz #3770	\$0.1410	\$70.50		
500	ea	997022	Juice, Apple 4oz #3771	\$0.1185	\$59.25		
500	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1295	\$64.75		
500	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1175	\$58.75		
5	cs	997031	Soy Milk 8th Cont Orig. 8oz. 12/cs #7071	\$5.3000	\$26.50		
						Sales Tax:	\$0.00
						P.O. Total:	\$1,932.55
Hollandia Dairy		150099	7/31/2012	8/31/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
3000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2121	\$636.30		
5000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2033	\$1,016.50		
500	ea	997077	Juice, Orange 4oz #3770	\$0.1410	\$70.50		
500	ea	997022	Juice, Apple 4oz #3771	\$0.1185	\$59.25		
500	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1295	\$64.75		
500	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1175	\$58.75		
5	cs	997031	Soy Milk 8th Cont Orig. 8oz. 12/cs #7071	\$5.3000	\$26.50		
						Sales Tax:	\$0.00
						P.O. Total:	\$1,932.55
Hollandia Dairy		150100	7/31/2012	8/31/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
3000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2121	\$636.30		
5000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2033	\$1,016.50		
500	ea	997077	Juice, Orange 4oz #3770	\$0.1410	\$70.50		
500	ea	997022	Juice, Apple 4oz #3771	\$0.1185	\$59.25		
500	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1295	\$64.75		
500	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1175	\$58.75		
5	cs	997031	Soy Milk 8th Cont Orig. 8oz. 12/cs #7071	\$5.3000	\$26.50		
						Sales Tax:	\$0.00
						P.O. Total:	\$1,932.55
Hollandia Dairy		150101	7/31/2012	8/31/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
2000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2121	\$424.20		
2000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2033	\$406.60		
1000	ea	997077	Juice, Orange 4oz #3770	\$0.1410	\$141.00		
1000	ea	997022	Juice, Apple 4oz #3771	\$0.1185	\$118.50		
1000	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1295	\$129.50		
1000	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1175	\$117.50		
5	cs	997031	Soy Milk 8th Cont Orig. 8oz. 12/cs #7071	\$5.3000	\$26.50		

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 7/31/2012 and 8/20/2012

Vendor Name		PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Hollandia Dairy		150101	7/31/2012	8/31/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
10	cs	997094	Cottage Cheese, Low Fat, 5lb. #2044, 4/cs		\$8.6264	\$86.26	
10	each	997014	Sour Cream 5-LB #2161		\$6.1620	\$61.62	
10	case	997093	Yogurt Yami Asstd 4oz 48/case #2185		\$15.9824	\$159.82	
10	ea	997092	Yogurt Vanilla 32lb #2700		\$31.1916	\$311.92	
10	ea	997095	Yogurt, Lowfat Strawberry, 32lb #2705		\$30.8236	\$308.24	
10	case	997017	Cream Cheese 100/1 oz cup/cs #5894		\$14.0000	\$140.00	
<b>Sales Tax:</b>							\$0.00
<b>P.O. Total:</b>							\$2,431.66
<b>Vendor Total:</b>							\$41,100.26
U.S. Foodservice, Inc.		150107	8/10/2012	9/12/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
24	cs	8020	Chex, Cheddar Cheese #2967 60/1.2oz.		\$21.7100	\$521.04	
60	case	7226	Brownie, 3.2x5" BR-400WT BV#400402 48/case		\$28.4000	\$1,704.00	
24	cs	8019	Chex, Strawberry Yogurt # 0959 60/1.2oz		\$19.4700	\$467.28	
<b>Sales Tax:</b>							\$0.00
<b>P.O. Total:</b>							\$2,692.32
U.S. Foodservice, Inc.		150122	8/17/2012	8/22/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
5	case	20016	Corn Wh Krl #173605 Monrc 6/#10/cs		\$31.6100	\$158.05	
30	case	20002	Beans, Black FCY Cnd PSADO#5810802155 6/#10cn		\$25.1500	\$754.50	
<b>Sales Tax:</b>							\$0.00
<b>P.O. Total:</b>							\$912.55
<b>Vendor Total:</b>							\$3,604.87
JTM Provisions Co., Inc.		150105	8/3/2012	8/3/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
23	box	CP5425	Turkey Carnitas		\$38.4000	\$883.20	
6	box	5715	Reduced Fat Cheese Sauce		\$38.4000	\$230.40	
<b>Sales Tax:</b>							\$0.00
<b>P.O. Total:</b>							\$1,113.60
<b>Vendor Total:</b>							\$1,113.60

**GRAND TOTAL**      \$ 119,121.22  
 (NET OF OPEN P.O.'S)

CONSENT ITEM

**DATE:** September 27, 2012  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**PREPARED BY:** Steve Miller, Director, Business Services  
**SUBJECT:** APPROVE/RATIFY WARRANTS NUMBERED 84693 THROUGH 84792 FOR THE 2012/2013 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 84693 through 84792 for the 2012/2013 school year totaling \$828,785.23. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>	<u>Amount</u>
01 General Fund	\$330,712.08
12 Child Development	9,522.78
14 Deferred Maintenance	555.90
21 Building Fund	394,945.96
25 Capital Facilities	28,231.44
40 Special Reserve	3,410.29
68 Workers' Compensation	23,006.78
81 Property/Liability Insurance	38,400.00
Total	\$828,785.23

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

Funding: Funding sources as reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 84693 through 84792 for the 2012/2013 school year.

SH:SM:gs

CONSENT ITEM

**DATE:** September 27, 2012  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**PREPARED BY:** Amanda Colón, Director, Nutrition Services  
**SUBJECT:** APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 9150 THROUGH 9164 FOR THE 2012/2013 SCHOOL YEAR

Background: Board approval is requested for Nutrition Services warrants numbered 9150 through 9164 for the 2012/2013 school year. The total amount presented for approval is \$44,784.07.

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

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

Funding: Nutrition Services Fund (13).

Recommendation: Approve/Ratify Nutrition Services warrants numbered 9150 through 9164 for the 2012/2013 school year.

SH:AC:dlh

CONSENT ITEM

**DATE:** September 27, 2012

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

**FROM:** Mark Douglas, Assistant Superintendent, Personnel Services

**PREPARED BY:** Craig Bertsch, Director, Administrative Services

**SUBJECT:** **ADOPT RESOLUTION #12/13-06 PROCLAIMING OCTOBER 22 - 26, 2012, AS "RED RIBBON WEEK" FOR THE FULLERTON SCHOOL DISTRICT**

Background: "THE BEST ME IS DRUG FREE" is the message of this year's Red Ribbon Week. The choice of a drug-free lifestyle and respect for the memory of Drug Enforcement Agent Enrique Camarena has been at the heart of Red Ribbon Week since its inception in 1986, resulting in celebrations nationwide. This year, Red Ribbon Week again gives us the opportunity to demonstrate commitment to those values.

Students will receive red wristbands from the Orange County Sheriff's Department. Each school site's P.T.A. can select and purchase goods to reinforce the message, depending on the P.T.A.'s budgets and level of activities they want to provide. Schools usually calendar a week of Red Ribbon Week events and activities for this celebration. With the importance of this celebration in mind, the Board is asked to declare October 22 - 26, 2012, as Red Ribbon Week in the Fullerton School District.

Rationale: The "THE BEST ME IS DRUG FREE" campaign is designed to inspire parents and other family influencers to connect with their children in ways that persuade them not to use drugs.

Funding: Not applicable.

Recommendation: Adopt Resolution #12/13-06 proclaiming October 22 - 26, 2012, as "Red Ribbon Week" for the Fullerton School District.

MD:CB:mc  
Attachment

**Fullerton School District**  
RESOLUTION #12/13-06  
PROCLAIMING OCTOBER 22 – 26, 2012, AS “RED RIBBON WEEK”  
FOR THE FULLERTON SCHOOL DISTRICT

WHEREAS, tobacco, alcohol and other substance abuse continue to put lives at risk both in California and throughout the United States; and,

WHEREAS, Californians for Drug-Free Youth, Inc., sponsored the first statewide Red Ribbon Campaign in 1986, and the National Family Partnership (formerly known as National Federation of Parents for Drug-Free Youth, Inc.) sponsored the first nationwide campaign in 1988, with the Red Ribbon symbolizing commitment to a healthy, drug-free lifestyle – no use of any illegal drug and no illegal use of tobacco, alcohol or any other legal drug – and with the goal of the Red Ribbon Celebration being to present a unified and visible commitment toward the creation of a Drug-Free America; and,

WHEREAS, the theme of the Red Ribbon Celebration is “THE BEST ME IS DRUG FREE”, promoting a strong personal commitment to a drug-free lifestyle; and,

WHEREAS, the Red Ribbon Celebration will be observed by Fullerton School District during Red Ribbon Week, October 22 – 26, 2012; and,

WHEREAS, parents, youth, government, business, law enforcement, schools, religious institutions, service organizations, social services, health services, media and the general public will demonstrate their commitment to drug-free communities by wearing and displaying red ribbons during this week-long celebration; and,

WHEREAS, the Fullerton School District further commits resources to ensure the success of the Red Ribbon Celebration and year-round tobacco, alcohol and other substance abuse prevention efforts.

NOW THEREFORE, BE IT RESOLVED that the Fullerton School District Board of Trustees does hereby support October 22 – 26, 2012, as Red Ribbon Week and encourages all schools to participate in tobacco, alcohol and other substance abuse prevention activities, making a visible statement and commitment to healthy, drug-free communities.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Hilda Sugarman, Board President  
Fullerton School District



CONSENT ITEM

**DATE:** September 27, 2012

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

**FROM:** Susan Hume, Assistant Superintendent, Business Services

**PREPARED BY:** Ron Mullins, Supervisor, Purchasing and Stores

**SUBJECT:** **APPROVE THE DONATION OF VARIOUS OBSOLETE SURPLUS INSTRUCTIONAL MATERIALS TO ROCK CHRISTIAN ACADEMY IN ACCORDANCE WITH LEGAL CODES AND ADMINISTRATIVE REGULATIONS**

Background: The Instructional Materials Warehouse (IMW)/District Library has identified obsolete surplus instructional materials (see attached list) as suitable for donation to a non-profit charitable organization. Rock Christian Academy operates under the auspices of The Rock, a church located at 99 E. Orangethorpe Avenue, Anaheim, California 92801, and is a 501(c) non-profit organization. Education Code 60510, as amended, states that the governing board of a school district may dispose of surplus or undistributed obsolete instructional materials in its possession that are usable for educational purposes by donation to a non-profit charitable organization. Education Code 60511, as amended, states that any organization, agency, or institution receiving obsolete instructional materials donated by a school district shall certify to the governing board of the school district that it agrees to make no charge of any kind to the persons to whom the organization gives or lends those materials. Rock Christian Academy has provided a letter of certification to the Board of Trustees of the Fullerton School District that complies with Education Code 60511.

Rationale: The donation of obsolete surplus instructional materials promotes the educational goal of increasing the general literacy of the community.

Funding: Not applicable.

Recommendation: Approve the donation of various obsolete surplus instructional materials to Rock Christian Academy in accordance with legal codes and administrative regulations.

SH:RM  
Attachment

**To: Ron Mullins**  
**From: Katherine Robinson**

**List request for materials from old adoptions for Rock Christian Academy**

*Physical address:*  
149 E Orangethorpe Ave  
Anaheim, CA 92801

*Mailing address:*  
99 E Orangethorpe Ave  
Anaheim, CA 92801

- Scholastic Phonics Readers
- Math, Social Science, Science, ELA readers
- Beginning Literacy booklets
- Reading material from the Wright Group and Hampton-Brown
- McGraw-Hill Adventure Books

CONSENT ITEM

**DATE:** September 27, 2012

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

**FROM:** Susan Hume, Assistant Superintendent, Business Services

**PREPARED BY:** Larry Lara, Director, Maintenance, Operations and Facility Services

**SUBJECT:** **APPROVE NOTICE OF COMPLETION FOR BEN'S ASPHALT, INC., FOR PAVING REPAIRS AT VARIOUS SCHOOLS, THE DISTRICT OFFICE, AND ANCILLARY WORK: FSD-12-13-DM-01, BIDS "B" (COMMONWEALTH) AND "C" (LAGUNA ROAD)**

Background: On June 26, 2012, the Board of Trustees approved the award of a contract for paving repairs at various schools, the District Office, and ancillary work, FSD-12-13-DM-01, Bids "B" (Commonwealth) and "C" (Laguna Road), to Ben's Asphalt, Inc. This project is now substantially complete.

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

Funding: The completed contract amount is \$30,750.00 from Deferred Maintenance Fund (14).

Recommendation: Approve Notice of Completion for Ben's Asphalt, Inc., for paving repairs at various schools, the District Office, and ancillary work: FSD-12-13-DM-01, Bids "B" (Commonwealth) and "C" (Laguna Road).

SH:LL:mm  
Attachment

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

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

**EXEMPT RECORDING REQUESTED  
PER GOV. CODE SECTION 6103**

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

**TITLE OF DOCUMENT:**

**NOTICE OF COMPLETION OF WORK**

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Commonwealth School, 2200 E. Commonwealth, Fullerton, CA 92831 and Laguna Road School, 300 Laguna Road, Fullerton, CA, 92835, the contract for the doing of which was heretofore entered into on the 26<sup>th</sup> day of June, 2012, which contract was made with Ben's Asphalt, Inc. of Santa Ana, CA as contractor; that the work on said improvements was actually completed and accepted on the 27<sup>th</sup> day of September, 2012, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above named contractor is the Fidelity and Deposit Company of Maryland; that the property hereinafter referred to and on which said improvements were made is described as follows: Approve paving repairs at various schools, District Office and ancillary work, FSD-12-13-DM-01, Bids "B" (Commonwealth) and "C" (Laguna Road).

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

STATE OF CALIFORNIA  
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this 27th day of September, 2012, by Janny Meyer, proved to me on the basis of satisfactory evidence to be the person who before me, says: That she is the Clerk of the Board of Trustees of the Fullerton School District of Orange County, California; that the Fullerton School District of Orange County, California is the owner of said property described in the foregoing notice; that she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true and correct and are made under penalty of perjury under the laws of the State of California.

\_\_\_\_\_  
SUBSCRIBED AND SWORN TO BEFORE ME

\_\_\_\_\_  
Notary Public in and for said County and State

CONSENT ITEM

**DATE:** September 27, 2012

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

**FROM:** Susan Hume, Assistant Superintendent, Business Services

**PREPARED BY:** Larry Lara, Director, Maintenance, Operations and Facility Services

**SUBJECT:** APPROVE NOTICE OF COMPLETION FOR UNIVERSAL ASPHALT COMPANY, INC., FOR PAVING REPAIRS AT VARIOUS SCHOOLS, THE DISTRICT OFFICE, AND ANCILLARY WORK: FSD-12-13-DM-01, BIDS "D" (MAPLE) AND "F" (VALENCIA PARK)

Background: On June 26, 2012, the Board of Trustees approved the award of a contract for paving repairs at various schools, the District Office and ancillary work, FSD-12-13-DM-01, Bids "D" (Maple) and "F" (Valencia Park), to Universal Asphalt Company, Inc. This project is now substantially complete.

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

Funding: The completed contract amount is \$32,800.00 from Deferred Maintenance Fund (14) and \$43,200.00 from Redevelopment Fund (40).

Recommendation: Approve Notice of Completion for Universal Asphalt Company, Inc., for paving repairs at various schools, the District Office, and ancillary work: FSD-12-13-DM-01, Bids "D" (Maple) and "F" (Valencia Park).

SH:LL:mm  
Attachment

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

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

**EXEMPT RECORDING REQUESTED  
PER GOV. CODE SECTION 6103**

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

**TITLE OF DOCUMENT:**

**NOTICE OF COMPLETION OF WORK**

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Maple School, 244 E. Valencia Drive, Fullerton, CA 92832, and Valencia Park School, 3441 W. Valencia Drive, Fullerton, CA, 92833, the contract for the doing of which was heretofore entered into on the 26<sup>th</sup> day of June, 2012, which contract was made with Universal Asphalt Company, Inc., of Santa Fe Springs, CA, as contractor; that the work on said improvements was actually completed and accepted on the 27<sup>th</sup> day of September, 2012, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the Great American Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: Approve paving repairs at various schools, the District Office, and ancillary work, FSD-12-13-DM-01, Bids "D" (Maple) and "F" (Valencia Park).

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

STATE OF CALIFORNIA  
COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this 27th day of September 2012, by Janny Meyer, proved to me on the basis of satisfactory evidence to be the person who before me, says: That she is the Clerk of the Board of Trustees of the Fullerton School District of Orange County, California; that the Fullerton School District of Orange County, California, is the owner of said property described in the foregoing notice; that she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true and correct and are made under penalty of perjury under the laws of the State of California.

\_\_\_\_\_  
SUBSCRIBED AND SWORN TO BEFORE ME

\_\_\_\_\_  
Notary Public in and for said County and State

CONSENT ITEM

**DATE:** September 27, 2012

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

**FROM:** Susan Hume, Assistant Superintendent, Business Services

**PREPARED BY:** Debbie Vásquez, Assistant Manager, Transportation Services

**SUBJECT:** APPROVE CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND TRANSPORTATION CHARTER SERVICES TO PROVIDE TRANSPORTATION FOR FIELD TRIPS, EFFECTIVE SEPTEMBER 28, 2012 THROUGH JUNE 30, 2013

Background: Occasionally, schools request transportation for field trips to be accomplished at times that conflict with home-to-school route schedules. In the past, the District has contracted with Transportation Charter Services to provide transportation for field trips in situations as previously described. Fullerton School District seeks to enter into a contract, effective September 28, 2012 through June 30, 2013, with Transportation Charter Services to provide field trip transportation on an as-needed basis.

The Fullerton School District Transportation Department books field trips that the District's drivers cannot accomplish with the least expensive carrier that can perform the requested work.

Transportation Charter Services has met the District's insurance liability requirements. Each bus provided by the contractor will pass a safety inspection by District mechanics prior to departure on a field trip in order to ensure the safety of the District's students.

Rationale: The District is committed to providing safe, efficient transportation services to its students. In times when the District's Transportation Department cannot provide such services, contracts such as this are required.

Funding: General Fund (01)—School Site Funds.

Recommendation: Approve contract between Fullerton School District and Transportation Charter Services to provide transportation for field trips, effective September 28, 2012 through June 30, 2013.

SH:DV  
Attachment

**FULLERTON SCHOOL DISTRICT**  
**TRANSPORTATION SERVICES AGREEMENT**

THIS AGREEMENT is entered into this 28th day of September, 2012, between

TRANSPORTATION CHARTER SERVICES, INC.  
1931 N. Batavia Street  
Orange, California, 92865

hereinafter referred to as Transportation Charter, and

FULLERTON SCHOOL DISTRICT  
1401 West Valencia Drive  
Fullerton, California, 92833

hereinafter referred to as FSD.

WHEREAS, Transportation Charter owns a number of school and School Pupil Activity Bus (SPAB) certified type buses and employs licensed and certified school and SPAB certified bus drivers, and

WHEREAS, students attending FSD school participate in activities requiring transportation on either school or SPAB buses, and

WHEREAS, Transportation Charter desires to provide school or SPAB buses and school or SPAB bus drivers to transport the aforementioned students.

**THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

1. Transportation Charter shall provide school or SPAB buses and school or SPAB certified drivers to transport students to and from various school activities as requested by FSD and agreed to by Transportation Charter. Said buses and drivers shall comply with all laws, rules, and regulations pertaining to the transportation of students.
2. Transportation Charter shall present the bus (es) to the FSD mechanics for a safety inspection one half-hour prior to the requested load time. If the bus (es) fails to pass the inspection performed by FSD mechanics, Transportation Charter will either send a replacement bus (es) or make the necessary repairs to the bus (es) that did not pass the safety inspection.
3. This agreement shall be effective September 28, 2012, and continue through June 30, 2013, unless terminated earlier by either party.



TRANSPORTATION SERVICES AGREEMENT BETWEEN  
FULLERTON SCHOOL DISTRICT/TRANSPORTATION CHARTER SERVICES  
PAGE 2 OF 6

4. This agreement may be terminated by either party upon thirty (30) days prior written notice which shall set forth the desired date of termination of this agreement.
5. Transportation Charter shall be compensated by FSD at the rates specified in Attachment "A" which is incorporated herein as if fully set forth. These rates are to be in effect for the duration of this agreement.
6. Transportation Charter shall invoice FSD for services promptly after each date of service, and shall be compensated within a reasonable time thereafter.
7. Transportation Charter shall be excused from performance, without penalty, during such time and to the extent prevented from performing by Acts of God, fire, earthquake, strike, lockout, civil disorder, war, or other unforeseeable events.
8. During the term of this agreement, Transportation Charter shall maintain the following types of insurance:
  - a. Comprehensive general liability insurance, including owned and non owned motor vehicle liability insurance with respect to the services provided by, or on behalf of Transportation Charter under this Agreement. All insurance policies shall state the name of the insurance carrier and name FSD as an additional insured. Liability insurance for death, bodily injury and property damage shall be for no less than \$2,000,000.00 per occurrence for general liability and no less than \$5,000,000.00 per occurrence for automobile liability.
  - b. Worker's compensation insurance as required by law to protect Transportation Charter from claims which may arise from its operations under this Agreement.
  - c. The policies of insurance described in this paragraph 8 shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. Transportation Charter agrees that prior to performing any serviced required by this Agreement, true and correct copies of all certificates of insurance reflecting the coverage required by this paragraph 8 shall be provided to FSD.

TRANSPORTATION SERVICES AGREEMENT BETWEEN  
FULLERTON SCHOOL DISTRICT/TRANSPORTATION CHARTER SERVICES  
PAGE 3 OF 6

9. Transportation Charter shall hold harmless and indemnify FSD, its governing board officers, agents, and employees, from and against any and all demands, losses, claims, legal and investigative expenses or liabilities of any kind which said governing board officers, agents or employees may sustain or incur, or which may be imposed upon them for injury or death of persons as a direct result of, or arising out of negligence or willful misconduct on the part of Transportation Charter, its officers, agents or employees, while carrying out the terms of this agreement.
10. FSD shall hold harmless and indemnify Transportation Charter, its officers, agents, and employees, from and against any and all demands, losses, claims, legal and investigative expenses or liabilities of any kind which said officers, agents or employees may sustain or incur, or which may be imposed upon them for injury or death of persons as a direct result of, or arising out of negligence or willful misconduct on the part of FSD, its officers, agents or employees, while carrying out the terms of this agreement.
11. While engaged in and carrying out its obligations under the terms of this Agreement, Transportation Charter is an independent contractor, and not an officer, agent or employee of FSD.
12. FSD shall be held responsible for any defacement of or damage to equipment owned by Transportation Charter which is caused by FSD students.
13. Transportation Charter is not responsible and creates no bailment for personal items carried aboard or placed in luggage compartments of its buses.
14. Transportation Charter's drivers shall be responsible for following and enforcing the rules and policies relating to school bus operation, as well as complying with all the laws and regulations relating to school bus transportation as specified in the California Vehicle Code, California Education Code, and California Code of Regulations. Said drivers shall require the students to follow FSD rules and policies, which include but are not limited to the following:
  - a. Smoking on the buses while engaged in the performance of this agreement, as well as on FSD property, is not permitted
  - b. Eating, drinking, and gum-chewing are not permitted by students.
  - c. Students must remain seated and face forward while the bus is moving.
  - d. Alcoholic beverages and dangerous drugs are not permitted.
  - e. Shoes must be worn; athletic shoes with cleats are not permitted
  - f. Boisterous or loud conduct is not permitted.
  - g. Bus drivers' instructions must be obeyed.

TRANSPORTATION SERVICES AGREEMENT BETWEEN  
FULLERTON SCHOOL DISTRICT/TRANSPORTATION CHARTER SERVICES  
PAGE 4 OF 6

15. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor. Any such assignment shall be null and void and shall be deemed a basis for termination of this Agreement.
16. Compliance With Applicable Laws. The services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in services covered by this Agreement or accruing out of the performance of such services.
17. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
18. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.
20. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
21. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
22. Notice. All notices or demands to be given under this Agreement by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post

TRANSPORTATION SERVICES AGREEMENT BETWEEN  
FULLERTON SCHOOL DISTRICT/TRANSPORTATION CHARTER SERVICES  
PAGE 5 OF 6

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 Dr.  
Fullerton, CA 92833  
Attn: Susan Hume

CONTRACTOR:  
Transportation Charter Services  
1931 N. Batavia St.  
Orange, CA 92865  
Attn: \_\_\_\_\_

23. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
24. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.
25. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.
26. Exhibits. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

TRANSPORTATION SERVICES AGREEMENT BETWEEN  
FULLERTON SCHOOL DISTRICT/TRANSPORTATION CHARTER SERVICES  
PAGE 6 OF 6

27. This agreement and the Attachment hereto contain the entire understanding between Transportation Charter and FSD. All prior oral agreements, understandings, representations or statements are hereby merged into this Agreement, and shall have no further force or effect.

BY SIGNATURE BELOW THE PARTIES MUTUALLY AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

FULLERTON SCHOOL DISTRICT

TRANSPORTATION CHARTER SERVICES, INC.

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

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

Name: Susan Hume

Name: Kathryn Mayer

Title: Assistant Superintendent  
Business Services  
714-447-7445  
714-447-7514 (FAX)

Title: Vice President  
714-637-4300  
714-637-4377 (FAX)

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

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

CONSENT ITEM

**DATE:** September 27, 2012  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**PREPARED BY:** John Albert, Principal, Ladera Vista Junior High School  
**SUBJECT:** APPROVE/RATIFY INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND DANIEL HALKYARD, EFFECTIVE SEPTEMBER 1, 2012 THROUGH JUNE 30, 2013

Background: The gymnasium/performance center at Ladera Vista Jr. High School has a technically complex sound and lighting system that requires specialized training and knowledge to operate. This expertise is beyond the capacity of current District employees. Therefore, it is recommended the District contract with Daniel Halkyard to provide these services on an as-needed basis for the remainder of the fiscal year.

Rationale: When District employees are unable to provide necessary services, the District enters into an independent contractor agreement with individuals who will provide specialized services to the District and who are specially trained, experienced, and competent to perform the required services.

Funding: Services will be utilized on an as-needed basis. The cost is an hourly rate of \$35.00, to be paid from choir, band, dance, or drama budgets as appropriate.

Recommendation: Approve/Ratify Independent Contractor Agreement between Fullerton School District and Daniel Halkyard, effective September 1, 2012 through June 30, 2013.

SH:JA:wm  
Attachment

## 2012-2013 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and Daniel Halkyard 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: Provide light/sound services for both multipurpose room and the Gym/Theatre on Ladera Vista Junior High School campus. Services defined as; Providing light/sound board prep and "hands on" operation for agreed upon assemblies, concerts, plays. To maintain the upkeep/inventory of all lighting/sound equipment. To make requests in writing for any and all equipment that require replacement and/or repairs in order for services to be rendered in a professional workman-like manner. Provide instruction to approved teachers and/or students in the operation of both sound and light board. Services shall be provided by **Daniel Halkyard**.

2. Term. Contractor shall commence providing services under this Agreement on **September 1, 2012** and will diligently perform as required and complete performance by **June 30, 2013**

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **thirty five** dollars per hour. (**\$35.00**). Contractor shall submit a detailed invoice to District for services satisfactorily rendered in performance of the required services under the terms of this Agreement.

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows: **Replacement of any and all materials required to run both facilities after written request submitted by Contractor and approved by onsite Supervisor(s).**

5. Independent Contractor. Contractor, in the performance of 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 as they relate to the services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

6. Materials. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. Originality of Services. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the District and/or used in connection with 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.

8. Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District.

9. Standard for Performance. 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.

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

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; (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 charged 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 (3) days after the day of mailing, whichever is sooner.

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

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

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

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

12. Insurance. The Contractor, at his/her sole cost and expense, shall insure its activities in connection with the services under this Agreement and shall obtain, keep in force, and maintain insurance as follows:

a. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows: (minimum limits)

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

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

It should be expressly understood, 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. The Contractor shall furnish the District with certificates of insurance evidencing compliance with all requirements no later than five (5) business days from execution of this Agreement and prior to commencing services under this Agreement. Contractor agrees to provide a thirty (30) day written notice to District of cancellation, modification, or reduction in any insurance coverage required pursuant to this section. Such certificates shall:

- (1) Indicate that the District and its Governing Board, officers, and employees have been endorsed as additional insureds under the coverages referred to under a., and b., and:
- (2) Include a provision that the coverages will be primary and will not participate with not be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the District.

13. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor. Any such assignment shall be null and void and shall be deemed a basis for termination of this Agreement.

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

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

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

17. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto

constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

18. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

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

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

CONTRACTOR:  
Daniel Halkyard  
1530 S Pomona Ave B27  
Fullerton, CA 92832  
(Attn): \_\_\_\_\_

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

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

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

24. Exhibits. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

THIS AGREEMENT IS ENTERED INTO THIS 28th DAY OF September, 2012.

FULLERTON SCHOOL DISTRICT

By: \_\_\_\_\_  
Robert Pletka, Ed.D.  
Superintendent

\_\_\_\_\_  
**Daniel Halkyard**

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

\_\_\_\_\_  
**Daniel Halkyard**

**Typed Name**

\_\_\_\_\_  
**Owner**

**Title**

\_\_\_\_\_  
**493-54-4842**

**Taxpayer Identification Number**

CONSENT ITEM

**DATE:** September 27, 2012  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**PREPARED BY:** Kathleen Carroll, Director, Classified Personnel Services  
**SUBJECT:** APPROVE CLASSIFIED TUITION REIMBURSEMENT

Background: 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.

Patricia Smith (Instructional Assistant/Special Education) - Class taken at Cypress College:  
Math 015 – Pre-Algebra  
Total amount payable \$282.86.

Rationale: The Tuition Reimbursement Program offers an opportunity for professional growth to classified employees. Employees must request approval prior to program participation. 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 tuition reimbursement budget number 0152258749-5885 for the 2012/2013 fiscal year. \$5,000.00 is a contract language mandate and is budgeted annually for such expenses.

Recommendation: Approve Classified tuition reimbursement.

MLD:KC:ph

CONSENT ITEM

**DATE:** September 27, 2012  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Janet Morey, Assistant Superintendent, Educational Services  
**PREPARED BY:** Laura Rydell, Director, Student Support Services  
**SUBJECT:** **APPROVE 2012/2013 INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND PATRICIA POLCYN, BEGINNING SEPTEMBER 28, 2012 THROUGH JUNE 30, 2013**

Background: This service agreement covers consultation services for Occupational Therapy with Patricia Polcyn, an Occupational Therapist.

Rationale: Ms. Polcyn is an experienced Lead Occupational Therapist (OT) in a neighboring SELPA. She helped to set up our District Occupational Therapy program, then FSD hired a District Lead OT. When the Lead OT resigned, the District was unable to hire a replacement with sufficient experience to be the Lead, so a staff OT was hired. Ms. Polcyn will provide consultation to our three staff occupational therapists.

Funding: Total cost of reimbursement for 2012/2013 is not to exceed \$5,000.00 from budget #0142054201-5805.

Recommendation: Approve 2012/2013 Independent Contractor Agreement between Fullerton School District and Patricia Polcyn, beginning September 28, 2012 through June 30, 2013.

JM:LR:vh  
Attachment

## 2012-2013 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Patricia Polcyn, OTR/L**, 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: **educationally based Occupational Therapist Registered/Licensed will provide supervision, which may include assessment, observation, consultation, training, monitoring, meeting attendance, and program development.**

2. Term. Contractor shall commence providing services under this Agreement on **September 28, 2012** and will diligently perform as required and complete performance by **June 30, 2013**.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to **exceed Five Thousand Dollars (\$5,000.00)**. **The payment shall be made at the rate of Eighty dollars (\$80.00) per hour.** Contractor shall submit a detailed invoice to District for services satisfactorily rendered in performance of the required services under the terms of this Agreement.

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows: **N/A**.

5. Independent Contractor. Contractor, in the performance of 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 as they relate to the services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

6. Materials. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. Originality of Services. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the District and/or used in connection with 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.

8. Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District.

9. Standard for Performance. 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.

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

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; (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 charged 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 (3) days after the day of mailing, whichever is sooner.

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

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

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

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

12. Insurance. The Contractor, at his/her sole cost and expense, shall insure its activities in connection with the services under this Agreement and shall obtain, keep in force, and maintain insurance as follows:

a. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows: (minimum limits)

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

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

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

d. Workers' Compensation as required by California State law. It should be expressly understood, 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. The Contractor shall furnish the District with certificates of insurance evidencing compliance with all requirements no later than five (5) business days from execution of this Agreement and prior to commencing services under this Agreement. Contractor agrees to provide a thirty (30) day written notice to District of cancellation, modification, or reduction in any insurance coverage required pursuant to this section. Such certificates shall:

- (1) Indicate that the District and its Governing Board, officers, and employees have been endorsed as additional insureds under the coverages referred to under a., and b., and:
- (2) Include a provision that the coverages will be primary and will not participate with not be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the District.

13. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor. Any such assignment shall be null and void and shall be deemed a basis for termination of this Agreement.

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

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

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

17. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

18. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

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

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

CONTRACTOR:  
**Patricia Polcyn, OTR/L**  
**On File**

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

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

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

24. Exhibits. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

THIS AGREEMENT IS ENTERED INTO THIS 28<sup>TH</sup> DAY OF **SEPTEMBER 2012.**

FULLERTON SCHOOL DISTRICT

**PATRICIA POLCYN, OTR/L**

By:

By:

\_\_\_\_\_  
Robert Pletka, Ed.D.  
Superintendent

\_\_\_\_\_  
Signature

\_\_\_\_\_  
On File  
Taxpayer Identification Number

CONSENT ITEM

**DATE:** September 27, 2012  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Janet Morey, Assistant Superintendent, Educational Services  
**PREPARED BY:** Laura Rydell, Director, Student Support Services  
**SUBJECT:** **APPROVE/RATIFY 2012/2013 ONGOING MILEAGE REIMBURSEMENT TO THE PARENTS OF SPECIAL EDUCATION STUDENT (ID #800046) FOR TRANSPORTATION TO AND FROM STUDENT'S NONPUBLIC AGENCY PROVIDER**

Background: This Board Agenda item provides for parent reimbursement of transportation to a nonpublic agency for Designated Instruction and Services. Under IDEA 2004 parents qualify to be reimbursed for transportation if the district is unable to provide the transportation.

Rationale: As part of a settlement agreement in effect through December 2012, student receives specialized services off campus at a nonpublic agency after school and parents transport. It is fiscally sound for the District to reimburse the parent for mileage from school to this destination.

Funding: The cost of reimbursement is not to exceed \$350.00 from budget 0151454391-5220.

Recommendation: Approve/Ratify 2012/2013 ongoing mileage reimbursement to the parents of Special Education Student (ID #800046) for transportation to and from student's nonpublic agency provider.

JM:LR:vh

CONSENT ITEM

**DATE:** September 27, 2012

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

**FROM:** Janet Morey, Assistant Superintendent, Educational Services

**PREPARED BY:** Julie Graham, Principal, Beechwood School

**SUBJECT:** APPROVE HOLLY STEELE AND WARD ROVIRA TO ATTEND OUT-OF-STATE "NATIONAL SCIENCE TEACHERS ASSOCIATION (NSTA) CONFERENCE ON SCIENCE EDUCATION" IN PHOENIX, ARIZONA, DECEMBER 6-8, 2012

Background: The 2012 NTSA Area Conference in Phoenix has a focus on "Next Generation Science Standards" and "STEM Program/Curriculum". The conference is geared toward K-12 science teachers and provides workshops to bring together science education leaders and classroom teachers. In addition to workshops, featured speakers, short courses, social events, and focus days are offered as well.

Rationale: The focus on "Next Generation Science Standards" and "STEM Program/Curriculum" at this year's NSTA area conference is fitting for Beechwood School and for the development of 21st Century learners. Mrs. Steele and Mr. Rovira will attend workshops that focus on the needs of the Beechwood Science and STEM program, which will also bring greater depth to the developing International Baccalaureate (IB) Middle Years Programme.

Funding: Cost is not to exceed \$1,120.00 and is to be paid from IB program budget #0109211109-5210 (\$720.00) and #0109211109-1102 (\$400.00). There will be substitute requirements at \$100.00 per day.

Recommendation: Approve Holly Steele and Ward Rovira to attend out-of-state "National Science Teachers Association (NSTA) Conference on Science Education" in Phoenix, Arizona, December 6-8, 2012.

JM:JG:nm

CONSENT ITEM

**DATE:** September 27, 2012

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

**FROM:** Janet Morey, Assistant Superintendent, Educational Services

**PREPARED BY:** Alison Nordyke, Ed.D., Program Coordinator, Educational Services

**SUBJECT:** **APPROVE/RATIFY 2012/2013 INDEPENDENT CONTRACTOR AGREEMENT BETWEEN CALIFORNIA STATE UNIVERSITY, FULLERTON, AND FULLERTON SCHOOL DISTRICT FOR THE BEGINNING TEACHER SUPPORT AND ASSESSMENT (BTSA) PROGRAM**

Background: Fullerton School District serves as the Local Educational Agency (LEA) for the North Orange County BTSA Program, providing valuable support and assessment to developing teachers leading to a professional clear credential. As the LEA, the District receives all of the BTSA funding from the State and is then responsible to establish an Independent Contractor Agreement with California State University, Fullerton, for their services. The attached Agreement has been previously reviewed and approved by Business Services and Risk Management.

Rationale: BTSA funding is finalized by the State each December when participant numbers are verified, requiring ratification of the Agreement. As the LEA of the North Orange County BTSA Program, Fullerton School District shall be invoiced annually by California State University, Fullerton, for costs incurred in support of participating teachers.

Funding: The cost of the invoice is not to exceed \$61,829.95 to be paid from the BTSA Program budget.

Recommendation: Approve/Ratify 2012/2013 Independent Contractor Agreement between California State University, Fullerton, and Fullerton School District for the Beginning Teacher Support and Assessment (BTSA) Program.

JM:AN:nm  
Attachment

## 2012-2013 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **CSU Fullerton Auxiliary Services Corporation** 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:  
**See Attachment "A"- Statement of Work**
2. Term. Contractor shall commence providing services under this Agreement on **July 1, 2012** and will diligently perform as required and complete performance by **June 30, 2013**.
3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **sixty-one thousand, eight hundred twenty-nine dollars and ninety-five cents (\$61,829.95)**. Contractor shall submit a detailed invoice to District for services satisfactorily rendered in performance of the required services under the terms of this Agreement.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows: **N/A**.
5. Independent Contractor. Contractor, in the performance of 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 as they relate to the services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
6. Materials. Contractor shall furnish, at his/her own expense, all labor, materials,



equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. Originality of Services. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the District and/or used in connection with 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.

8. Copyright/Trademark/Patent. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District.

9. Standard for Performance. 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.

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

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; (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 charged 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 (3) days after the day of mailing, whichever is sooner.

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

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

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

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

12. Insurance. The Contractor, at his/her sole cost and expense, shall insure its activities in connection with the services under this Agreement and shall obtain, keep in force, and maintain insurance as follows:

a. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows: (minimum limits)

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

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

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

d. Workers' Compensation as required by California State law.

It should be expressly understood, 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. The Contractor shall furnish the District with certificates of insurance evidencing compliance with all requirements no later than five (5) business days from execution of this Agreement and prior to commencing services under this Agreement. Contractor agrees to provide a thirty (30) day written notice to District of cancellation, modification, or reduction in any insurance coverage required pursuant to this section. Such certificates shall:

- (1) Indicate that the District and its Governing Board, officers, and employees have been endorsed as additional insureds under the coverages referred to under a., and b., and:
- (2) Include a provision that the coverages will be primary and will not participate with not be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the District.

13. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor. Any such assignment shall be null and void and shall be deemed a basis for termination of this Agreement.

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

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

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

17. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

18. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

19. Non Waiver. The failure of District or Contractor to seek redress for violation of, or

to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

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

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

CONTRACTOR:  
**CSU Fullerton Auxiliary Services Corp.**  
**2600 E. Nutwood Avenue, Suite 275**  
**Fullerton, CA 92831**

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

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

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

24. Exhibits. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

THIS AGREEMENT IS ENTERED INTO THIS 28<sup>TH</sup> DAY OF SEPTEMBER 2012.

FULLERTON SCHOOL DISTRICT

CSU Fullerton Auxiliary Services Corp.  
**Contractor Name**

By: \_\_\_\_\_  
Robert Pletka, Ed.D., Superintendent

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

\_\_\_\_\_  
**Typed Name**

\_\_\_\_\_  
**Title**

**On File**  
\_\_\_\_\_  
**Taxpayer Identification Number**

CALIFORNIA STATE UNIVERSITY  
FULLERTON FOUNDATION  
ATTACHMENT “A”: STATEMENT OF WORK  
“Beginning Teacher Support and Assessment (BTSA)”  
Term: July 1, 2012 to June 30, 2013

The FOUNDATION shall provide the following services in accordance with the grant proposal:

Period of Performance: July 1, 2012 through June 30, 2013

- Oversee program implementation
- Organize and conduct program Leadership Team meetings
- Provide information to State agencies as requested
- Conduct training and program evaluations
- Assist in coordination of workshops
- Conduct FACT trainings
- Coordinate EDEL 502A-D course offerings
- Attend Statewide and cluster BTSA meetings and report to Leadership Team
- Coordinate budget development and revision
- Coordinate writing efforts: Annual Improvement Plan and other reports as required by the State
- Participate in the accreditation process

CONSENT ITEM

**DATE:** September 27, 2012  
**TO:** Board of Trustees  
**FROM:** Robert Pletka, Ed.D., District Superintendent  
**PREPARED BY:** Kathy Ikola, Assistant to the Superintendent  
**SUBJECT:** APPROVE MOVING THE REGULAR BOARD OF TRUSTEES MEETING FROM NOVEMBER 13, 2012 TO NOVEMBER 14, 2012

Background: At the Organizational Board Meeting on December 13, 2011, the Board of Trustees established the dates for the Regular Board meetings for the calendar year 2012. Due to a conflict with schedules, there is a need to move the regularly scheduled Board Meeting from November 13, 2012 to November 14, 2012.

Rationale: The Board must approve any changes to its regular Board Meeting schedule.

Funding: Not applicable.

Recommendation: Approve moving the regular Board of Trustees Meeting from November 13, 2012 to November 14, 2012.

RP:KI

CONSENT ITEM

**DATE:** September 27, 2012

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

**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services

**PREPARED BY:** Marilee Cosgrove, Director, Child Development Services

**SUBJECT:** APPROVE OUT-OF-STATE CONFERENCE FOR THE ANNUAL NORTH AMERICAN REGGIO EMILIA ALLIANCE (NAREA) WINTER CONFERENCE JANUARY 25-26, 2013, IN TUCSON, ARIZONA, FOR MARILEE COSGROVE, MONIQUE BOSSE, TANIA RUIZ, AND MELISSA TOVAR

Background: The North American Reggio Emilia Alliance (NAREA) hosts an annual winter conference, which is designed for all educators who wish to advance their knowledge of the Reggio Emilia approach. The conference held in Tucson, Arizona, marks the 4<sup>th</sup> Annual NAREA Winter Conference.

Rationale: The theme of the conference is “From Walls into Bridges: Transforming Challenges into Opportunities” and is a NAREA Initiative in partnership with and hosted by Tucson Children’s Project, University of Arizona and Head Start Child-Parent Centers. The objective of this professional development series is to strengthen dialogue and collaborative participation of educators, families, administrators, community members, and government leaders within the participating communities with the overall aim of giving more quality and excellence to young children’s early childhood experiences and relationships, particularly with regard to children’s participation in settings such as schools and child care centers. Child Development Services Director, Supervisor, Social Service Assistant, and After School Program Site Lead are NAREA members and will share and utilize information with the District’s Preschool Programs and Atelier Studio teachers and staff.

Funding: Cost not to exceed \$2,500.00 and is to be paid from Child Development budgets #081, #085 and #310.

Recommendation: Approve out-of-state conference for the Annual North American Reggio Emilia Alliance (NAREA) Winter Conference January 25-26, 2013, in Tucson, Arizona, for Marilee Cosgrove, Monique Bosse, Tania Ruiz, and Melissa Tovar.

MLD:MC:ln



CONSENT ITEM

**DATE:** September 27, 2012  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**PREPARED BY:** Marilee Cosgrove, Director, Child Development Services  
**SUBJECT:** **APPROVE/RATIFY EARLY INTERVENTION FOR SCHOOL SUCCESS (EISS) GRANT FUNDED CONTRACT FOR PRESCHOOL AND EARLY PRIMARY TEACHER TRAINING AT ORANGETHORPE SCHOOL FOR 2012/2013 AND 2013/2014**

Background: Early Intervention for School Success (EISS) is a program sponsored by the Orange County Department of Education that provides two-year cycle grants for up to \$50,000. Grant funds are used for researched-based training for teachers on strategies to improve achievement for preschool through first grade students.

Rationale: The purpose of EISS is to help all children achieve academic and social success. This is a multi-faceted process that develops Professional Learning Communities to help teachers, administrators, support staff, and parents provide preschool through first grade students with appropriate differentiated learning experiences. EISS teams gain extensive knowledge of early childhood education and standards-based instruction in order to increase teaching effectiveness. Teachers and resource staff will build upon their knowledge and experience to assess, evaluate, and differentiate instruction, and collaborate to better meet the diverse needs of preschool through second grade students at Orangethorpe School.

Funding: Not applicable.

Recommendation: Approve/Ratify Early Intervention for School Success (EISS) grant funded contract for preschool and early primary teacher training at Orangethorpe School for 2012/2013 and 2013/2014.

MLD:MC:ln  
Attachment

EARLY INTERVENTION FOR SCHOOL SUCCESS (EISS)  
PROFESSIONAL LEARNING COMMUNITY GRANTS  
CYCLE VII

This AGREEMENT is hereby made and entered into this 1<sup>st</sup> day of July, 2012, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and the Fullerton Elementary School District, 1401 West Valencia Drive, Fullerton, California 92833, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WHEREAS, SUPERINTENDENT has received a grant from the State of California for the provision of services to students through the delivery of Early Intervention for School Success (EISS) Professional Learning Community Grant;

WHEREAS, the EISS grant requires that SUPERINTENDENT allocate a portion of the EISS grant funds to school districts for implementation of the EISS Program, hereinafter referred to as PROGRAM; and

WHEREAS, DISTRICT and its school teachers have expertise with the targeted school population and in providing the services required.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1.0 TERM. This AGREEMENT shall be in full force and effect for the period commencing July 1, 2012 and ending on June 30, 2014, subject to termination as set forth in this AGREEMENT.

1 2.0 GRANT AWARDS. SUPERINTENDENT has awarded grant funds to  
2 DISTRICT for participation in the Early Intervention for School  
3 Success Grant Program. DISTRICT agrees to support basic  
4 implementation status through the activities more specifically  
5 described in Exhibit "A", Criteria for Successful Early Intervention  
6 for School Success Implementation, which is attached hereto and  
7 incorporated by reference.

8 3.0 ASSURANCES. DISTRICT agrees to adopt the following keys to  
9 successful implementation as described in Exhibit "A", which is  
10 attached hereto and incorporated by reference herein.

11 4.0 PAYMENT.

12 A. SUPERINTENDENT agrees to pay DISTRICT the total sum not  
13 to exceed Fifty thousand dollars (\$50,000.00) for those activities  
14 identified in Section 2.0 of this AGREEMENT. Payment shall be made  
15 to DISTRICT upon completion of each activity identified in Section  
16 2.0, SUPERINTENDENT'S receipt and approval of an invoice in  
17 triplicate, Exhibit "B", Early Intervention for School Success  
18 (EISS) Preliminary Budget and Expenditure Claim Form Professional  
19 Learning Communities Implementation Grant (2012-2013), and Exhibit  
20 "C", Early Intervention for School Success (EISS) Final Budget and  
21 Expenditure Claim Form Professional Learning Communities  
22 Implementation Grant (2012-2013), which are attached hereto and  
23 incorporated by reference. All invoices to SUPERINTENDENT shall be  
24 supported at DISTRICT'S facility by source documentation which shall  
25 include, but not be limited to: ledgers, journals, time sheets,  
invoices, bank statements, canceled checks, receipts, receiving

1 records, and records of services provided. DISTRICT'S invoice for  
2 the period commencing July 1, 2012, and ending June 30, 2013,  
3 including Exhibit "B", Early Intervention for School Success (EISS)  
4 Preliminary Budget and Expenditure Claim Form Professional Learning  
5 Communities Implementation Grant (2012-2013), may be submitted as  
6 needed. DISTRICT'S invoice, including Exhibit "C", Final Budget and  
7 Expenditure Claim Form Professional Learning Communities  
8 Implementation Grant (2012-2013), for the period commencing July 1,  
9 2012, and ending June 30, 2013, are due on or before July 31, 2013.

10 Payment shall be mailed to: Fullerton Elementary School District,  
11 1401 West Valencia Drive, Fullerton, California 92833, or at such  
12 other place as DISTRICT may designate in writing.

13 B. SUPERINTENDENT agrees to pay DISTRICT for those activities  
14 identified in Section 2.0, SUPERINTENDENT'S receipt and approval of  
15 an invoice in triplicate, Exhibit "B", Early Intervention for School  
16 Success (EISS) Preliminary Budget and Expenditure Claim Form  
17 Professional Learning Communities Implementation Grant (2013-2014),  
18 and Exhibit "C", Early Intervention for School Success (EISS) Final  
19 Budget and Expenditure Claim Form Professional Learning Communities  
20 Implementation Grant (2013-2014), which are attached hereto and  
21 incorporated by reference. DISTRICT'S invoice for the period  
22 commencing July 1, 2013, and ending June 30, 2014, including Exhibit  
23 "B", Early Intervention for School Success (EISS) Preliminary Budget  
24 and Expenditure Claim Form Professional Learning Communities  
25 Implementation Grant (2013-2014), may be submitted as needed.  
DISTRICT'S invoice, including Exhibit "C", Final Budget and

Expenditure Claim Form Professional Learning Communities

Implementation Grant (2013-2014), for the period commencing July 1, 2013, and ending June 30, 2014, are due on or before July 31, 2014.

Payment shall be mailed to: Fullerton Elementary School District, 1401 West Valencia Drive, Fullerton, California 92833, or at such other place as DISTRICT may designate in writing.

C. DISTRICT agrees to allocate payment to each of the following schools for those activities specified in Section 2.0:

<u>SCHOOL</u>	<u>Total Dollar Allocation for Schools</u>	
	<u>7/1/12-6/30/13</u>	<u>7/1/13-6/30/14</u>
Orangethorpe Elementary	\$35,521.00	\$14,479.00

D. DISTRICT shall not claim reimbursement for food or equipment purchases or services provided beyond the expiration and/or termination of this AGREEMENT, except as may otherwise be provided under this AGREEMENT.

E. SUPERINTENDENT may withhold or delay any payment should DISTRICT fail to comply with any of the provisions set forth in this AGREEMENT.

F. The obligation of SUPERINTENDENT under this AGREEMENT is contingent upon the availability of funds furnished by the State of California. In the event that such funding is terminated or reduced, this AGREEMENT may be terminated, and SUPERINTENDENT fiscal obligations hereunder shall be limited to a pro rated amount of funding actually received by the SUPERINTENDENT under the grant. SUPERINTENDENT shall provide DISTRICT written notification of such termination. Notice shall be deemed given when received by the

1 DISTRICT or no later than three (3) days after the day of mailing,  
2 whichever is sooner.

3 5.0 INDEPENDENT CONTRACTOR. DISTRICT is and at all times to be an  
4 independent contractor and shall be wholly responsible for the  
5 manner in which the services required by the terms of this AGREEMENT  
6 are performed. Nothing herein contained shall be construed as  
7 creating the relationship of employer and employee, or principal and  
8 agent, between SUPERINTENDENT and DISTRICT. DISTRICT assumes the  
9 responsibility for the acts and omissions of its employees or agents  
10 as they relate to the services to be provided. DISTRICT, its  
11 officers, agents and employees, shall not be entitled to any rights,  
12 and/or privileges of SUPERINTENDENT'S employees and shall not be  
13 considered in any manner to be SUPERINTENDENT'S employees.

14 6.0 HOLD HARMLESS/INDEMNIFICATION.

15 A. DISTRICT hereby agrees to indemnify, defend, and hold  
16 harmless SUPERINTENDENT, the Orange County Board of Education, and  
17 its officers, agents and employees from every claim or demand made  
18 and every liability, loss, damage or expense, of any nature  
19 whatsoever, which may be incurred by reason of any negligent acts or  
20 omissions of employees, agents, or officers of DISTRICT during the  
21 period of this AGREEMENT.

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

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

3 7.0 INSURANCE. DISTRICT shall, at DISTRICT'S sole cost and expense,  
4 provide for and maintain in full force and effect from the  
5 commencement of services until expiration of this AGREEMENT a policy  
6 or policies of insurance covering DISTRICT'S services. DISTRICT  
7 shall furnish to SUPERINTENDENT certificates of insurance evidencing  
8 all coverages and endorsements required hereunder. All insurance  
9 shall be with an insurance company admitted by the Insurance  
10 commissioner of the State of California to transact such insurance  
11 in the State of California. Minimum coverages shall be as follows:

- 12 A. Comprehensive General Liability Insurance in an amount  
13 not less than One million dollars (\$1,000,000) per  
14 occurrence, combined single limit;
- 15 B. Statutory Workers' Compensation Insurance;
- 16 C. An endorsement to said policy(ies) naming the Orange  
17 County Superintendent of Schools, the Orange County Board  
18 of Education, and their officers, agents and employees as  
19 additional insureds while rendering services under this  
20 AGREEMENT;
- 21 D. A thirty (30) day written notice to SUPERINTENDENT of  
22 cancellation or reduction in coverage;
- 23 E. If the DISTRICT is either partially or fully self-insured  
24 for its liability exposures, DISTRICT must notify  
25 SUPERINTENDENT in writing and provide SUPERINTENDENT with  
a statement signed by an authorized representative of

1 DISTRICT stating that DISTRICT agrees to hold harmless,  
2 defend, and indemnify the Orange County Superintendent of  
3 Schools, the Orange County Board of Education, and their  
4 officers, employees and agents as if the insurance  
5 requirements in the above paragraphs are in full force  
6 and effect.

7 8.0 NON-DISCRIMINATION. DISTRICT agrees that it will not engage in  
8 unlawful discrimination of persons because of race, color, religious  
9 creed, national origin, ancestry, physical handicap, medical  
10 condition, marital status, or age or sex of such persons.

11 9.0 APPLICABLE LAW. The services completed herein must meet the  
12 approval of the SUPERINTENDENT'S general right of inspection to  
13 secure the satisfactory completion thereof. DISTRICT agrees to  
14 comply with all federal, state and local laws, rules, regulations  
15 and ordinances that are now or may in the future become applicable  
16 to DISTRICT, DISTRICT'S business, equipment and personnel engaged in  
17 operations covered by this AGREEMENT or occurring out of the  
18 performance of such operations.

19 10.0 ASSIGNMENT. DISTRICT shall not subcontract or assign the  
20 performance of any of the services in this AGREEMENT without prior  
21 written approval of the SUPERINTENDENT.

22 11.0 RETENTION OF RECORDS. DISTRICT shall preserve and make  
23 available, to SUPERINTENDENT and the State of California, all  
24 records for a period of five (5) years from the date of final  
25 payment under this AGREEMENT, and for such a longer period, if any,



1 as is required by applicable statute, or by any other clause of this  
2 AGREEMENT.

3 12.0 TOBACCO USE POLICY. In the interest of public health,  
4 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
5 use of any tobacco products are prohibited in buildings and  
6 vehicles, and on any property owned, leased or contracted for by the  
7 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to  
8 abide with conditions of this policy could result in the termination  
9 of this AGREEMENT.

10 13.0 TERMINATION. This AGREEMENT may be terminated by SUPERINTENDENT  
11 or DISTRICT with or without cause, upon the giving of thirty (30)  
12 days prior written notice to the other party.

13 14.0 NOTICES. All notices or demands to be given under this  
14 AGREEMENT by either party to the other shall be in writing and given  
15 either by: i) Personal service, or ii) U.S. Mail, mailed either by  
16 registered or certified mail, return receipt requested, with postage  
17 prepaid. Service shall be considered given when received if  
18 personally served or, if mailed, on the third (3rd) day after  
19 deposit in any U.S. Post Office. The address to which notices or  
20 demands may be given by either party may be changed by written  
21 notice given in accordance with the notice provisions of this  
22 section. As of the date of this AGREEMENT the addresses of the  
23 parties are as follows:

24 DISTRICT: Fullerton Elementary School District  
25 1401 West Valencia Drive  
Fullerton, California 92833  
Attn: Marilee Cosgrove, FO

1 SUPERINTENDENT: Orange County Superintendent of Schools  
2 200 Kalmus Drive  
3 Costa Mesa, California 92626  
4 Attn: Patricia McCaughey

5 15.0 SEVERABILITY. If any term, condition or provision of this  
6 AGREEMENT is held by a court of competent jurisdiction to be  
7 invalid, void, or unenforceable, the remaining provisions will  
8 nevertheless continue in full force and effect, and shall not be  
9 affected impaired or invalidated in any way.

10 16.0 GOVERNING LAW. The terms and conditions of this AGREEMENT  
11 shall be governed by the laws of the State of California, with venue  
12 in Orange County, California.

13 17.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
14 attached hereto constitute the entire agreement between  
15 SUPERINTENDENT and DISTRICT regarding the services and any agreement  
16 made shall be ineffective to modify this AGREEMENT in whole or in  
17 part unless such agreement is embodied in an Amendment to this  
18 AGREEMENT which has been signed by both Parties. This AGREEMENT  
19 supersedes all prior negotiations, understandings, representations  
20 and agreements.

21 ////

22 ////

23 ////

24 ////

1 IN WITNESS WHEREOF, the Parties hereto have caused this  
2 AGREEMENT to be executed.

3 DISTRICT: FULLERTON ELEMENTARY  
4 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

5 BY: \_\_\_\_\_  
6 Authorized Signature

BY: *Patricia McCaughey*  
Authorized Signature

7 PRINT NAME: Robert Pletka

PRINT NAME: Patricia McCaughey

8 TITLE: Superintendent

TITLE: Coordinator

9 DATE: September 27, 2012

DATE: September 12, 2012

10 95-6001405

11 TAXPAYER IDENTIFICATION NUMBER

12 Fullerton Elementary School District-EISS-State-Cycle VII (38646)14  
13 Zip6

CONSENT ITEM

**DATE:** September 27, 2012  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Janet Morey, Assistant Superintendent, Educational Services  
**PREPARED BY:** Robert Craven, Director, Technology & Media Services  
**SUBJECT:** **APPROVE/RATIFY ROBERT CRAVEN TO ATTEND OUT-OF-STATE  
“TECHNOLOGY & LEARNING (TL) SCHOOL CIO LEADERSHIP SUMMIT”  
IN CHICAGO, ILLINOIS, SEPTEMBER 20-22, 2012**

Background: An invitation only event, the “Technology & Learning (T&L) School CIO Leadership Summit” occurs twice a year. This symposium provides an opportunity to interact with 50 Directors and Chief Technology Officers from around the United States. Discussions will focus upon mobile learning, technology infrastructure for mobile devices, and next generation assessments. Participation in this symposium provides a unique visioning opportunity as well as the ability to discuss District technology plans with others who are facing similar experiences.

Rationale: The conversations and discussions at a district leadership level that will occur at this symposium will benefit our District in planning for the next five years. The opportunity to meet in small groups with the U.S. Department of Education Director of Technology, Karen Cator, will also benefit the District in writing our Race To The Top grant.

Funding: All expenses for registration, food and lodging are paid by the sponsors.

Recommendation: Approve/Ratify Robert Craven to attend out-of-state “Technology & Learning (TL) School CIO Leadership Summit” in Chicago, Illinois, September 20-22, 2012.

JM:RC:nm

DISCUSSION/ACTION ITEM

**DATE:** September 27, 2012

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

**FROM:** Susan Hume, Ed.D., Assistant Superintendent, Business Services

**PREPARED BY:** Rachel Grantham, Financial Analyst, Business Services

**SUBJECT:** **APPROVE LEASE SCHEDULE NO. 3 BETWEEN FULLERTON SCHOOL DISTRICT AND CSI LEASING, EFFECTIVE AS OF NOVEMBER 1, 2012**

Background: The Board of Trustees approved Lease Schedule No. 2 at the June 26 2012, Board meeting for the purchase of 275 laptop computers for the 1:1 Laptop Program. This lease agreement is part of the Master Lease Agreement #E06113218, which set the terms and conditions of financing with CSI Leasing and was approved by the Board on June 28, 2011.

Rationale: This year, an unanticipated increase in program participation and demand for lease/purchase of laptops has resulted in the need to add Lease Schedule No. 3. The purchase of 40 laptops will meet this increased demand.

Funding: Categorical, Donations, and General Fund.

Recommendation: Approve Lease Schedule No. 3 between Fullerton School District and CSI Leasing, effective as of November 1, 2012.

SH:RG:gs  
Attachment



Attached you will find the required lease-purchase documentation for your new computer equipment. Should you have any questions or comments regarding this documentation, please contact **Breanna Irvin** toll free at 877-327-1727 ext. 1738.

Please note this checklist should accompany all original lease documentation sent to CSI Leasing, Inc. Any unexecuted or missing original lease documents will delay shipment of equipment (*exceptions noted with an \**). Documents must be executed by authorized Lessee representatives.

**DOCUMENT REMITTANCE ADDRESS: CSI Leasing, Inc., Attention: Breanna Irvin, 40 North Wells, Suite 500, Chicago, IL 60606. To expedite processing of order, please send via facsimile to 312-706-1730 or via email to [birvin@apple-fin.com](mailto:birvin@apple-fin.com) PRIOR to placing originals in the mail.**

<b>Documents (originals)</b>	<b>Action Required</b>	<b>Sent to CSI</b>
Lease Schedule	Lessee Signature, Name/Title, Execution Date, Fed ID #	_____
Rental Payment Schedule	Lessee Signature, Name/Title, Execution Date	_____
Certificate of Board Clerk or Secretary	Lessee Signature, Name/Title, Execution Date, Seal	_____
Essential Use Source of Funds Letter	Lessee Signature, Name/Title, Execution Date, Fill in Blanks Regarding Equipment Use & Funds	_____
IRS Form 8038	Lessee Signature, Name/Title, Contact Name, Fed ID#	_____
*Partial & Final Acceptance Certificates	Acceptance Date, Lessee Signature, Name/Title <i>Note: Documents to be executed only after acceptance and shipment of equipment has occurred.</i>	_____

<b>Lessee Documents</b>	<b>Action Required</b>	<b>Sent to CSI</b>
Purchase Order(s)	Include Equipment Description and Lease Terms on P.O.(s) Additionally please provide third party vendor contacts ( <i>if applicable</i> ). CSI will contact third party vendor(s) regarding invoice remittance.	_____



**EXHIBIT 1 – EQUIPMENT INFORMATION to Lease Schedule No. 3**  
under Master Lease Purchase Agreement No. E06113218

Part #	Description	QTY	Requested Price	Extended
BH302LL/A	MacBook Air 5-pack (13"/1.6GHz i5/2GB/64GB flash storage/Intel HD Graphics 3000)	8	4,568.49	36,547.89
S3094LL/A	4-YR APA MB/MB AIR/13" MB PRO - USA	40	124.20	4,968.05

*The above Equipment includes all attachments and accessories attached thereto and made a part thereof.*



**RE: Lease Schedule No. 3 to Master Lease Purchase Agreement No. E06113218 (collectively, the "Lease") between CSI LEASING, INC. ("Lessor") and FULLERTON SCHOOL DISTRICT ("Lessee")**

**Market Rate  
Amortization Schedule**

<b>Payment #</b>	<b>Due Date</b>	<b>Payment Amount</b>	<b>Interest</b>	<b>Principal</b>	<b>Purchase Price</b>
Start Date	11/01/2012				
1	9/01/2013	\$14,862.80	\$1,288.26	\$13,574.54	N/A
2	9/01/2014	\$14,862.80	\$1,043.55	\$13,819.25	\$14,862.80
3	9/01/2015	\$14,862.80	\$531.27	\$14,331.53	\$0
Totals		\$44,588.40	\$2,504.95	\$41,725.32	Rate 3.707%

The original purchase price of the Equipment is \$44,588.40. This price, at the discounted rate of interest of 0.0%, the payoff amount for Lease Schedule No. 3 of \$44,588.40, equates to three (3) annual payments of \$14,862.80 each. In order to reach this payment amount at the market rate of interest, which is 3.707%, the purchase price has been discounted to \$41,725.32.

**Promotional Rate  
Amortization Schedule**

<b>Payment #</b>	<b>Due Date</b>	<b>Payment Amount</b>	<b>Interest</b>	<b>Principal</b>	<b>Purchase Price</b>
1	9/01/2013	\$14,862.80	\$0.00	\$14,862.80	N/A
2	9/01/2014	\$14,862.80	\$0.00	\$14,862.80	\$14,862.80
3	9/01/2015	\$14,862.80	\$0.00	\$14,862.80	\$ -
Totals		\$44,588.40	\$0.00	\$44,588.40	Rate 0.0%

**Lessee: FULLERTON SCHOOL DISTRICT**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Lessor: CSI LEASING, INC.**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**CERTIFICATE OF BOARD CLERK OR SECRETARY**

I, the undersigned, do certify that:

- The person who executed the Master Lease Purchase Agreement No. E06113218, Lease Schedule No. 3 thereto and any related documents, (collectively the "Lease") by and between CSI LEASING, INC. ("Lessor") and FULLERTON SCHOOL DISTRICT ("Lessee") on behalf of Lessee and whose genuine signature appears thereon, is a duly qualified and acting officer of the Lessee as stated beneath his/her signature and has been authorized to execute the Lease.

BY: X \_\_\_\_\_  
(Signature of Board Clerk/Board Secretary)

**(IF AUTHORIZED SIGNER OF DOCUMENTS IS BOARD SECRETARY OR BOARD CLERK, PLEASE HAVE THIS SECTION EXECUTED BY A DIFFERENT BOARD MEMBER.)**

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: X \_\_\_\_\_

ESSENTIAL USE/SOURCE OF FUNDS LETTER

RE: Lease Schedule No. 3 to Master Lease Purchase Agreement No. E06113218 (collectively, the "Lease") between CSI LEASING, INC. ("Lessor") and FULLERTON SCHOOL DISTRICT ("Lessee")

Ladies and Gentlemen:

1) Our official legal name (which name meets the sufficiency requirement under UCC Section 9-503) is: \_\_\_\_\_

2) Is the equipment replacing any existing equipment? If yes, how long was the equipment been in use?

{ } 1-3 years { } 3-5 years { } 5-7 years { } 7+ years

Why is the existing equipment being replaced? \_\_\_\_\_

What will be done with the replaced equipment? \_\_\_\_\_

3) What grade levels, locations, and departments will utilize the equipment to be leased?

- { } K-4 { } Math { } Computer Lab
{ } 5-6 { } Science { } Classroom
{ } 7-8 { } Language Arts { } Other: \_\_\_\_\_
{ } 9-12 { } Social Sciences { } Other: \_\_\_\_\_

Who will be the principle users of the equipment? (Total of all users below equals 100%)

- { } Students: \_\_\_\_\_% { } Classified Faculty: \_\_\_\_\_% { } Other: \_\_\_\_\_%
{ } Certified Faculty: \_\_\_\_\_% { } Administrative: \_\_\_\_\_% { } Other: \_\_\_\_\_%

What applications will the equipment be used for and what benefits will the equipment provide?

(use additional pages if necessary)

4) What is/are the source(s) of funding for repayment of the lease?

- { } Local Tax Revenues Federal Financial Assistance Programs:
{ } State Unrestricted Aid { } Title I
{ } State Categorical Revenues for Technology { } Other: \_\_\_\_\_
{ } General Fund
{ } Other: \_\_\_\_\_

Are the funds to for the payment(s) due in the first fiscal year of the lease appropriated and encumbered in the Districts approved budget? { } YES { } NO IF NO, why are the funds not appropriated and encumbered in an approved budget? \_\_\_\_\_

5) Has the District's governing Board approved entering into the lease? { } YES If yes, please provide a copy of Board minutes or resolution. { } NO If NO, why is a board approval not required or when will the board approve entering into the lease? \_\_\_\_\_

6) Has the School District ever non-appropriated funds? { } NO { } YES If YES, please provide details regarding any non-appropriation: \_\_\_\_\_

7) Has the School District issued or does the school district intend to issue more than \$10 million in tax-exempt debt during the current year? { } NO { } YES

8) Are you self insured? { } NO { } YES If "Yes" please provide details of your self-insurance program including a copy of the authorizing statute with the executed lease documents.

9) Federal Tax ID/FEIN #: \_\_\_\_\_

Completed/Signature By: \_\_\_\_\_ Title: \_\_\_\_\_

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

**RE: Lease Schedule No. 3 to Master Lease Purchase Agreement No. E06113218 (collectively, the “Lease”) between CSI LEASING, INC. (“Lessor”) and FULLERTON SCHOOL DISTRICT (“Lessee”)**

**[ATTACH I.R.S. FORM 8038-G OR 8038-GC, AS APPROPRIATE]**

**PARTIAL ACCEPTANCE CERTIFICATE**

**LESSEE: FULLERTON SCHOOL DISTRICT**

**MASTER LEASE PURCHASE AGREEMENT NO: E06113218**

**LEASE SCHEDULE NO.: 3**

THE UNDERSIGNED ACKNOWLEDGES AND REPRESENTS THAT:

1. All of the Equipment identified in Lease Schedule No. 3 to the Master Lease Purchase Agreement No. E06113218 (collectively, the "Lease") has been or will be delivered, installed, available for use and is or will soon be placed in service as of or soon after the Acceptance Date indicated below.
2. The Equipment which has been accepted as of the Acceptance Date and to which this Partial Acceptance Certificate applies, is detailed in Attachment No. 1 hereto.
3. Such Equipment is in good operating condition and repair and is accepted as satisfactory in all respects for the purpose of the Lease.
4. Upon acceptance of the remaining balance of the Equipment under the Lease, we agree to execute a final Acceptance Certificate with a final Acceptance Date for all of the Equipment listed in Schedule No. 3 to the Lease.
5. In consideration of Lessor providing the financing for all of the Equipment under the Lease, we hereby acknowledge, ratify and affirm our immediate and continued payment obligations under the Lease, including but not limited to the following Rental payment schedule:  
Rent: \$14,862.80 Due Date: 09/01/2013
6. We ratify and affirm the validity of the Lease and represent and warrant that adequate consideration has been received by us for our continued Rent obligation under the Lease and we will not abate, offset, or seek refund of any of the Rent due under the Lease due to any issues with the delivery of the remainder of the Equipment.

**LESSEE: FULLERTON SCHOOL DISTRICT**

**AUTHORIZED SIGNATURE:** X\_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**PARTIAL ACCEPTANCE DATE:** \_\_\_\_\_

**ATTACHMENT NO. 1 TO PARTIAL ACCEPTANCE CERTIFICATE  
TO LEASE SCHEDULE NO.: 3  
TO MASTER LEASE PURCHASE AGREEMENT NO. E06113218**

**Partial Acceptance Date:** \_\_\_\_\_

The Equipment accepted pursuant to the above-referenced Lease is as follows:

EQUIPMENT DESCRIPTION	QUANTITY
-----------------------	----------

**LESSEE:** FULLERTON SCHOOL DISTRICT

**AUTHORIZED SIGNATURE:** X \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**PARTIAL ACCEPTANCE DATE:** \_\_\_\_\_

**FINAL ACCEPTANCE CERTIFICATE**

**LESSEE: FULLERTON SCHOOL DISTRICT**

**MASTER LEASE PURCHASE AGREEMENT NO: E06113218**

**LEASE SCHEDULE NO.: 3**

THE UNDERSIGNED ACKNOWLEDGES AND REPRESENTS THAT:

1. The Equipment identified in Lease Schedule No. 3 to the Master Lease Purchase Agreement No. E06113218 (collectively, the "Lease") is delivered, installed, available for use and is placed in service as of the Acceptance Date indicated below.
2. Such Equipment is in good operating condition and repair and is accepted as satisfactory in all respects for the purpose of the applicable Lease.

**LESSEE: FULLERTON SCHOOL DISTRICT**

**AUTHORIZED SIGNATURE: X** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**FINAL ACCEPTANCE DATE:** \_\_\_\_\_

**Information Return for Small Tax-Exempt  
 Governmental Bond Issues, Leases, and Installment Sales**  
 ▶ Under Internal Revenue Code section 149(e)

OMB No. 1545-0720

**Caution:** If the issue price of the issue is \$100,000 or more, use Form 8038-G.

<b>Part I Reporting Authority</b>		Check box if Amended Return <input type="checkbox"/>
1 Issuer's name <b>FULLERTON SCHOOL DISTRICT</b>		2 Issuer's employer identification number (EIN) <b>9 5 6 0 0 1 4 0 5</b>
3 Number and street (or P.O. box if mail is not delivered to street address) <b>1401 WEST VALENCIA DRIVE</b>		Room/suite
4 City, town, or post office, state, and ZIP code <b>FULLERTON, CA 92833</b>		5 Report number (For IRS Use Only)
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information <b>RACHEL GRANTHAM: FINANCIAL ANALYST</b>		7 Telephone number of officer or legal representative <b>714 447 2882</b>

<b>Part II Description of Obligations</b> Check one: a single issue <input type="checkbox"/> or a consolidated return <input type="checkbox"/>	
8a Issue price of obligation(s) (see instructions)	8a 44588 40
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶	
9 Amount of the reported obligation(s) on line 8a that is:	
a For leases for vehicles	9a
b For leases for office equipment	9b 44588 40
c For leases for real property	9c
d For leases for other (see instructions)	9d
e For bank loans for vehicles	9e
f For bank loans for office equipment	9f
g For bank loans for real property	9g
h For bank loans for other (see instructions)	9h
i Used to refund prior issue(s)	9i
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j
k Other	9k
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box <input type="checkbox"/>	
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) <input type="checkbox"/>	
12 Vendor's or bank's name: _____	
13 Vendor's or bank's employer identification number: _____	

<b>Signature and Consent</b>	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.			
	▶ _____ Signature of issuer's authorized representative	_____ Date	_____ Type or print name and title	
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	
	Firm's name ▶	Check <input type="checkbox"/> if self-employed PTIN		
	Firm's address ▶	Firm's EIN ▶ Phone no.		

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**What's New**

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at [www.irs.gov/form8038](http://www.irs.gov/form8038). Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

**Who Must File**

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

**Filing a separate return for a single issue.** Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

**Filing a consolidated return for multiple issues.** For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.



## When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

**Late filing.** An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

## Where To File

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

**Private delivery services.** You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

## Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

## Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

## Definitions

**Obligations.** This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to

multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

**Tax-exempt obligation.** This is any obligation including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

**Tax-exempt governmental obligation.** A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

**Private activity bond.** This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

**Issue.** Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

**Arbitrage rebate.** Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

**Construction issue.** This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

## Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

## Part I—Reporting Authority

**Amended return.** An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "Amended Return" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

**Line 1.** The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

**Line 2.** An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

**Lines 3 and 4.** Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the

street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

**Note.** The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

**Line 5.** This line is for IRS use only. Do not make any entries in this box.

**Part II—Description of Obligations**

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

**Line 8a.** The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

**Line 8b.** For a single issue, enter the date of issue (for example, 03/15/2010 for a single issue issued on March 15, 2010), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2010, enter 01/01/2010).

**Lines 9a through 9h.** Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Do not complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

**Lines 9i and 9j.** For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

**Line 9k.** Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

**Line 10.** Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(iii).

**Line 11.** Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

**Line 12.** Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

**Line 13.** Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

**Signature and Consent**

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

**Note.** If the issuer authorizes in line 6 the IRS to communicate with a person other than an officer or other employee of the issuer, (such authorization shall include contact both in writing regardless of the address entered in lines 3 and 4, and by telephone) by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

**Paid Preparer**

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

**Paperwork Reduction Act Notice**

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

- Learning about the law or the form** . . . . . 4 hr., 46 min.
- Preparing the form** . . . . . 2 hr., 22 min.
- Copying, assembling, and sending the form to the IRS** . . . . . 2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File*.

ACTION ITEM

**DATE:** September 27, 2012

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

**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services

**PREPARED BY:** Marilee Cosgrove, Director, Child Development Services

**SUBJECT:** **ADOPT RESOLUTION #12/13-08 AND APPROVE/RATIFY AMENDED 2012/2013 CHILD DEVELOPMENT STATE PRESCHOOL CONTRACT**

Background: Fullerton School District operates a State Preschool Program and a Prekindergarten Family Literacy Program funded through the State Department of Education Child Care and Development Division. Fullerton's State Preschool Program serves three- to five-year-olds in classes at Commonwealth, Maple, Richman, and Valencia Park Schools. Fullerton's Prekindergarten Family Literacy Program serves four- and five-year-olds in classes at Orangethorpe, Pacific Drive, and Woodcrest Schools. One contract covers both programs. The funds are to be used for staffing, materials, and supplies. In addition, Child Development contracts require an adopted resolution certifying the local agreement to implement Child Care and Development Services.

Rationale: The original 2012/2013 Child Development State Preschool Contract, which was Board-approved on July 24, 2012, had a maximum total reimbursable amount of \$1,052,888.00. The amended 2012/2013 Child Development State Preschool Contract has decreased the maximum total reimbursable amount to \$1,048,883.00.

Funding: Funding is applied to Child Development budget #310.

Recommendation: Adopt Resolution #12/13-08 and approve/ratify Amended 2012/2013 Child Development State Preschool Contract.

MD:MC:ln  
Attachment

**FULLERTON SCHOOL DISTRICT  
RESOLUTION NUMBER 12/13-08**

**CERTIFYING LOCAL AGREEMENT TO IMPLEMENT CHILD CARE AND DEVELOPMENT SERVICES AND DELEGATING THE POWER TO CONTRACT AND SIGN APPLICATIONS FOR STATE FUNDING FOR CHILD CARE AND DEVELOPMENT SERVICES AND OTHER PROJECTS TO THE DISTRICT SUPERINTENDENT AND ASSISTANT SUPERINTENDENT OF BUSINESS SERVICES**

(PURSUANT TO EDUCATION CODE 39656)

**WHEREAS**, Section 39656 of the California Education Code authorizes the Board of Trustees of a school district to delegate by a majority vote of the Board its power to contract and to sign applications for State funding and other projects to the District Superintendent or his designee, subject to subsequent ratification by the Board; and

**WHEREAS**, this Board desires that Child Care and Development Services be provided without interruption; and

**WHEREAS**, this Board desires to apply for State Child Care and Development Services funding for which the Fullerton School District qualifies;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of the Fullerton School District hereby delegates to the District Superintendent and the Assistant Superintendent of Business Services for the period of July 1, 2012 through June 30, 2013 the power to sign and enter into Child Care and Development Services contracts and agreements with the State of California and to sign application documents relative to Child Care and Development Services funding.

**PASSED AND ADOPTED** by the Board of Trustees of the Fullerton School District this 27th day of September, 2012 by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAINED: \_\_\_\_\_

FULLERTON SCHOOL DISTRICT

By: \_\_\_\_\_  
Hilda Sugarman, President  
Board of Trustees

Attest: \_\_\_\_\_  
Janny Meyer, Clerk  
Board of Trustees



**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 12 - 13**

**Amendment 01**

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES  
DECREASE/FT&C CHANGE**

**DATE:** July 01, 2012

**CONTRACT NUMBER:** CSPP-2328

**PROGRAM TYPE:** CALIFORNIA STATE  
PRESCHOOL PROGRAM

**PROJECT NUMBER:** 30-6650-00-2

**CONTRACTOR'S NAME:** FULLERTON ELEMENTARY SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2012 designated as number CSPP-2328, shall be amended in the following particulars but no others:

The 2012-13 Funding Terms and Conditions (FT&C) shall be amended in accordance with the attached 2012-13 amended FT&C Language (Attachment A) which by this reference is incorporated herein.

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$1,052,888.00 and inserting \$1,048,883.00 in place thereof.

The Maximim Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be \$34.38. (No change)

**SERVICE REQUIREMENTS**

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 30,625.0 and inserting 30,508.5 in place thereof.

Minimum Days of Operation (MDO) shall be 180. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

<b>STATE OF CALIFORNIA</b>		<b>CONTRACTOR</b>			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE) Robert Pletka, Ed.D., Superintendent			
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING 1401 W. Valencia Dr., Fullerton, CA			
TITLE Contracts, Purchasing & Conference Services		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ -4,005	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE		
	Department of General Services use only				
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 1,052,888	(OPTIONAL USE) See Attached				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,048,883	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.		B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE			
OBJECT OF EXPENDITURE (CODE AND TITLE) 702					

CONTRACTOR'S NAME: FULLERTON ELEMENTARY SCHOOL DISTRICT

CONTRACT NUMBER: CSPP-2328

# Amendment 01

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 45,809	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-6650	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 45,809	ITEM 30.10.020.001 6110-194-0890	CHAPTER 21	STATUTE 2012	FISCAL YEAR 2012-2013
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 25,203	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-6650	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 25,203	ITEM 30.10.020.001 6110-194-0890	CHAPTER 21	STATUTE 2012	FISCAL YEAR 2012-2013
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 293,307	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 615,281	(OPTIONAL USE)0656 23038-6650			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 908,588	ITEM 30.10.010. 6110-196-0001	CHAPTER 21	STATUTE 2012	FISCAL YEAR 2012-2013
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 69,283	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-6650			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 69,283	ITEM 30.10.020.001 6110-194-0001	CHAPTER 21	STATUTE 2012	FISCAL YEAR 2012-2013
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ -437,607	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 437,607	(OPTIONAL USE)0656 24818-6650			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 0	ITEM 30.10.010. 6110-196-0001	CHAPTER 21	STATUTE 2012	FISCAL YEAR 2012-2013
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	

ADMINISTRATIVE REPORT

**DATE:** September 27, 2012  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Kathleen Carroll, Director, Classified Personnel Services  
**SUBJECT:** ANNOUNCEMENT OF APPOINTMENT OF CLASSIFIED PERSONNEL COMMISSIONER

Background: The Personnel Commission is comprised of three individuals residing within the boundaries of the Fullerton School District. Appointment to the Personnel Commission is for a three-year term and is made on a rotating basis with the term of one member expiring each year. One member of the Commission is appointed by the Board of Trustees, one member is appointed by the recommendation of the Classified employees, and the third member is jointly appointed by the Board of Trustees' and the Classified employees' appointees.

The term expiring on December 1, 2012, is that of Ms. Janet McNeill. Ms McNeill has served as the Board of Trustees' appointee since June 2, 2009. Ms. McNeill has indicated her desire for reappointment to the Personnel Commission.

Rationale: The Board of Trustees must publicly announce the name of the person it intends to appoint to the Personnel Commission. At a Board meeting to be held after 30 and within 45 days of the date the Board publicly announces its candidate, the Board must hold a public hearing to provide the public, employees, and employee organizations the opportunity to express their views on the qualifications of the person recommended by the Board. The Board at that time may make its appointment or may make a substitute appointment without further notification or public hearing. A public hearing has been set for October 23, 2012 at the regular meeting of the Board of Trustees, to provide the public the opportunity to express their views on the appointment of Janet McNeill. The action is pursuant to Education Code 45246.

Funding: Not applicable.

Recommendation: Not applicable.

KC:ph

ADMINISTRATIVE REPORT

**DATE:** September 27, 2012  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**PREPARED BY:** Rachel Grantham, Financial Analyst  
**SUBJECT:** DEVELOPER FEES REPORT

Background: AB 518, Chapter 70, Statutes of 1989, requires an annual report of Developer Fees Income and Expenditures. For 2011/2012, the Capital Facilities Fund reflects a July 1, 2011, beginning balance of \$1,094,194.00, income of \$843,087.00, expenses of \$202,294.00, and a June 30, 2012, ending balance of \$1,734,987.00.

This information is recapped in the District's SACS Unaudited Actuals submitted to the Board of Trustees on September 11, 2011 (Item #2b). Of the \$202,294.00 total expenditures reported on the SACS Form 25, the funds spent by school sites are presented in the attached report.

Rationale: By presenting the Developer Fees Report, the District is meeting its annual disclosure requirements.

Funding: Not applicable.

Recommendation: Not applicable.

SH:RG:gs  
Attachment



FULLERTON SCHOOL DISTRICT  
DEVELOPER FEE REPORT 2011/12

Site/Building/Equipment to house student enrollment at:

\$37,131.54	ACACIA
\$37,234.45	FERN
\$37,916.08	GOLDEN HILL
\$2,560.78	HERMOSA
\$8,688.09	LAGUNA ROAD
\$4,797.03	ORANGETHORPE
\$9,997.00	RAYMOND
\$8,800.08	RICHMAN
\$5,211.31	ROLLING HILLS
\$5,225.81	FISLER
\$11,897.14	CENTRAL COSTS
\$1,375.12	COUNTY ADMIN COSTS
\$31,460.13	LOAN PAYMENT

\$202,294.56

ADMINISTRATIVE REPORT

**DATE:** September 27, 2012

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

**FROM:** Susan Hume, Assistant Superintendent, Business Services

**SUBJECT:** REPORT ON MITIGATION AGREEMENT BETWEEN THE FULLERTON SCHOOL DISTRICT, THE FULLERTON JOINT UNION HIGH SCHOOL DISTRICT, AND PACIFIC COAST HOMES REGARDING THE WEST COYOTE HILLS PROJECT

Background: The District became a party to this agreement on July 27, 2005. A summary of the agreement will be presented at the meeting.

Rationale: Board members have requested that the terms of the previously-approved agreement be reviewed at a public session. No change in the agreement is proposed.

Funding: Not applicable.

Recommendation: Not applicable.

SH:gs