

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

REGULAR MEETING OF THE BOARD OF TRUSTEES  
NOTICE TO THE PUBLIC

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

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

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

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

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

FULLERTON SCHOOL DISTRICT  
Minutes of the Regular Meeting of the Board of Trustees  
Tuesday, January 13, 2015  
5:30 p.m. Closed Session, 6:00 p.m. Open Session  
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance – Board Room

President Thompson called a Regular meeting of the Fullerton School District Board of Trustees to order at 5:30 p.m. and he led the pledge of allegiance to the flag.

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

Administration present: Dr. Robert Pletka, Dr. Craig Bertsh, Mrs. Emy Flores, Mrs. Susan Hume

Recess to Closed Session – Agenda

At 5:31 p.m., the Board recessed to Closed Session for: • Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]

Open Session, Call to Order, Pledge of Allegiance, Report from Closed Session – Board Room

Board President Thompson reconvened the Board Meeting at 6:00 p.m. and Daryl Spector, Assistant Principal at Richman School, led the pledge of allegiance to the flag. President Thompson reported the Board approved 5-0 to authorize the Assistant Superintendent of Personnel Services to serve a Notice pursuant to Education Code Section 44938 (a) on permanent certificated employee #630.

Public Comments

Egleth Nuncci, Pacific Drive School parent, shared her concerns regarding homeless people using restroom facilities at Pacific Drive School.

Introductions/Recognitions

Dr. Pletka introduced Dr. Mathew Barnett (Director I) and Trang Lai (Director II) who have joined the Educational Services Department. Dr. Barnett previously served as Principal at Nicolas Junior High School and Mrs. Lai as Principal at Robert C. Fidler School.

Superintendent's Report

Dr. Pletka shared that on January 14, 2015, the District will be having a District Staff Development day. He is very pleased with staff development being offered across the District. He wished everyone a successful new year.

Discussion/Action Item #2a was addressed at this time.

2a. Hear presentation and accept the 2013/2014 Audit Report.

Jeff Nigro, with the firm Nigro, Nigro & White, PC presented and briefly discussed the 2013/2014 audit results. It was moved by Lynn Thornley, seconded by Hilda Sugarman, and carried 5-0 to accept the 2013/2014 Audit Report.

Information from the Board of Trustees

Trustee Meyer– She wished everyone a happy new year and welcomed everyone back from vacation. She was able to visit some schools and welcome the new interim principals; welcomed Dr. Barnett and Mrs. Lai to their new positions. The Fullerton Education Foundation (Chinese dinner fundraiser) raised \$3200 and the profit is passed on to teachers as the Foundation is doing another round of grants that are due on February 27. The mural ribbon cutting ceremony at Orangethorpe School was a huge success on January 13. She enjoyed the project discover showcase at Richman school; welcomed Erin Barnum to the Fullerton School District who will be working with the wellness program through a grant from St. Jude Medical Center.

Trustee Berryman – She congratulated Maple School for their Golden Bell Award recently awarded at the annual CSBA conference. She shared about the ten educational topics for 2015.

Trustee Sugarman – She shared Jackie Pearce's (retired Principal at Fullerton School District) husband recently passed away. Trustee Sugarman visited Richman School and applauded them for their superior teaching. She mentioned the tragedy occurring in the country of France.

Trustee Thornley – She welcomed Emy Flores and Dr. Craig Bertsch as the new Assistant Superintendent of Educational Services and Personnel Services.

President Thompson – no report.

#### Public Comments

Joe Imbriano, community member, expressed his concerns regarding exposure caused by wireless devices in the classrooms. He also spoke about compromising the immune system and the West Nile virus.

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

DELAC- Denise Victoria and Egleth Nuncci- They thanked Woodcrest School and their families for hosting the January DELAC meeting. Dr. Flores shared that Woodcrest students' 21st Century skills are built through engagement in digital communication via 1:1 iPads. Dr. Alison DeMark explained that new teachers receive support through a program called BTSA. Mrs. Victoria further explained that teachers in the Fullerton School District are trained in Systematic ELD, a framework that focuses on ensuring that English Learners acquire the necessary foundational language skills needed to access Common Core State Standards. Parents worked in groups to brainstorm and discuss ways to help their children develop oral and written language in the home. The language census data was shared with the parents:

Fullerton School District has had an average of about 4,000 English Learners over the past five years. There are about 31 languages represented within the district, with Spanish being 78%, Korean 14%, Vietnamese 7%, and 1% of various languages. Last school year, 13% of Fullerton School District's English Learners were reclassified to Fluent English Proficient. An update of the Local Control Accountability Plan (LCAP) was shared with parents. The upcoming DELAC meeting will be held on March 13 at Pacific Drive School.

PTA Council – no report.

FETA – Kristin Montoya – She welcomed everyone back from vacation and reminisced about the previous 2014 year. FETA is really excited to bring the Instructional Leadership Corps, a joint effort of CTA, the Stanford Center for Opportunity Policy in Education, and the National Board Resource Center at Stanford University to visit the Fullerton School District. There are currently 160 teachers and 24 administrators across the State of California that make up the corps members, including Tricia Hyun and Jason Chong (teachers at Parks Junior High School). Tricia Hyun and Jason Chong will be orchestrating professional development about Common Core and Next Generation Science Standards on January 14, 2015 at Pacific Drive School. Mrs. Montoya congratulated Susan Mercado and Theresa Ryan from Maple School for being presented the Golden Bell Award at the CSBA conference.

CSEA– no report.

FESMA – Trang Lai – She reported the Every Student Succeeding celebration will be held on January 20, 2015, at NC-190 at Ev Free Church.

#### Information Items

The District Activities Calendar is available at the following URL:

<http://www.fullertonsd.org/district/calendar/#gsc.tab=0>

#### Approve Minutes

Moved by Janny Meyer, seconded by Lynn Thornley and carried 5-0 to approve the minutes of the Regular Meeting on December 9, 2014.

#### Discussion Item

The Board of Trustees discussed the property for sale by the City of Fullerton (South of Beechwood School). This property was gifted to the City of Fullerton by the Fullerton Library Board of Trustees. It was agreed by the Fullerton School District Board of Trustees to have a meeting between Joe Felz (City Manager), Dr. Robert Pletka (Superintendent), Chris Thompson, (Board of Trustee President) and Janny Meyer (Board of Trustee member) to further discuss the sale of this property.

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

#### Consent Items

Moved by Lynn Thornley, seconded by Beverly Berryman and carried 5-0 to approve 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 I22C0085 through I22C0097, I22D0542 through I22D0612, I22M0168 through I22M0189, I22R0513 through I22R0602, I22V0119 through I22V0132, I22X0317 through I22X0325, and I22Y0048 for the 2014/2015 fiscal year.
- 1d. Approve/Ratify Nutrition Services purchase orders numbered 170499 through 170593 for the 2014/2015 school year.
- 1e. Approve/Ratify warrants numbered 95871 through 96310 for the 2014/2015 school year.
- 1f. Approve/Ratify Nutrition Services warrants numbered 10646 through 10690 for the 2014/2015 school year.
- 1g. Approve/Ratify Classified Personnel Report.
- 1h. Adopt Resolutions numbered 14/15-B022 through 14/15-B025 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.
- 1i. Approve/Ratify Agreement with Welsh Structures, Inc., for structural engineering services.
- 1j. Approve attendees for out-of-state conference for Opal School Visitation and Writing Workshop on April 8-10, 2015, in Portland, Oregon.
- 1k. Approve attendee for out-of-state conference for Contextual Curriculum and Learning Outcomes in Reggio-Inspired Early Childhood through Elementary Schools Conference on February 13-14, 2015, in Tucson, Arizona.
- 1l. Approve Memorandum of Understanding (MOU) between Fullerton School District and the National Council of Alcoholism and Drug Dependence-Orange County (NCADD-OC) effective January 20, 2015 through June 30, 2016.

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

No requests.

Adjournment

President Thompson adjourned the Regular meeting on January 13, 2015 at 7:00 p.m.

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Clerk/Secretary, Board of Trustees



FULLERTON SCHOOL DISTRICT  
Agenda for Regular Meeting of the Board of Trustees  
Tuesday, February 17, 2015  
5:00 p.m. Closed Session, 6:00 p.m. Open Session  
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

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

5:30 p.m.- Recess to Closed Session – Agenda:

- Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Mark Douglas [Government Code sections 54954.5(f), 54957.6];
- Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]
- Conference with Legal Counsel – Anticipated Litigation- Significant exposure to litigation pursuant to subdivision (b)(2) of California Government Code section 54956.9
- Conference with Legal Counsel – Existing litigation –Government Code Section 54956.9(d)(1); One (1) Case, Case No: 30-2014-00737610-CU-CR-CJC.

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

Public Comments/Persons Addressing the Board – Policy

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

Introductions/Recognitions

Multi-Age Collaborative Learning Community, Orangethorpe School  
Ladera Vista Junior High School Report  
Catch Me at My Best Recipients

Public Comments

Superintendent's Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

National Advocacy Group of the NSBA  
Trustee Hilda Sugarman

### Information Items

The District Activities Calendar is available at the following URL:

<http://www.fullertonsd.org/district/calendar/#gsc.tab=0>

### Discussion Item

Property for Sale by City of Fullerton (South of Beechwood School)

### Approve Minutes

Regular Meeting January 13, 2015

### 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 I22C0098 through I22C0114, I22D0613 through I22D0709, I22M0190 through I22M0203, I22R0603 through I22R0703, I22S0008 through I22S0011, I22V0133 through I22V0148, I22X0326 through I22X0335, and I22Y0049 for the 2014/2015 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 170594 through 170727 for the 2014/2015 school year.

1e. Approve/Ratify warrants numbered 96311 through 96820 for the 2014/2015 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 10691 through 10735 for the 2014/2015 school year.

1g. Approve/Ratify Classified Personnel Report.

1h. Approve Classified tuition reimbursements.

1i. Approve/Ratify Speech Language Pathology Assistant Field Experience Internship Agreement with Biola University effective January 20, 2015 through January 19, 2016.

1j. Approve 2014/2015 Agreement for Provision of Orange county Friday Night Live Partnership Services (OCFNLPS) program at Laguna Road School – Agreement #41385 effective March 1, 2015.

1k. Approve 2015-2018 District and County Plan for Providing Educational Services to all Expelled Students.

1l. Adopt Resolutions numbered 14/15-B026 through 14/15-B031 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1m. Approve/Ratify warrant number 1097 for the 2014/2015 school year (District 40, Van Daele).

1n. Approve/Ratify warrants numbered 1155 for the 2014/2015 school year (District 48, Amerige Heights).

- 1o. Approve entering into an agreement with Konica Minolta Business Solutions for EFI Digital StoreFront software and support beginning March 1, 2015, with subsequent annual renewals.
- 1p. Approve/Ratify Agreement with OMB Electrical Engineers, Inc., for electrical engineering services.
- 1q. Approve/Ratify Agreement with R. Dale Hadfield for landscape architectural services, effective February 17, 2015 through June 30, 2015.
- 1r. Approve/Ratify Deductive Change Order #1 for Robert D. Gosney Construction, Inc., for Flagpole Replacement at Acacia, Hermosa Drive, Orangethorpe, Raymond, and Richman Schools: FSD-14-15-DM-02.
- 1s. Approve/Ratify Notice of Completion for Flagpole Replacement at Acacia, Hermosa Drive, Orangethorpe, Raymond, and Richman Schools: FSD-14-15-DM-02.
- 1t. Review Orange County Department of Education's Williams Settlement Legislation Second Quarter Report for 2014-2015.
- 1u. Approve Service Agreement between Fullerton School District and TeacherMatch, LLC, effective February 18, 2015 through June 30, 2016.
- 1v. Approve/Ratify Nonpublic School Agreement (NPS) between Fullerton School District and Beacon Day School effective January 5, 2015 through June 30, 2015.
- 1w. Approve/Ratify Independent Contractor Agreement between Fullerton School District and Customized Vision Care for vision services effective January 1, 2015 through June 30, 2015.
- 1x. Approve/Ratify Independent Contractor Agreement between Fullerton School District and Goodwill Industries of Orange County, Assistive Technology Exchange Center (ATEC) for assistive technology services effective January 23, 2015 through June 30, 2015.
- 1y. Approve/Ratify Independent Contractor Agreement between Fullerton School District and Susanne M. Smith, Inc., Occupational Therapist for services effective January 23, 2015 through June 30, 2015.
- 1z. Approve Independent Contractor Agreement between Fullerton School District and Ilene Moore to provide drama, vocal and dance instruction to Commonwealth students.
- 1aa. Approve/Ratify Independent Contractor Agreement for the 2014/2015 school year with the Parent Institute for Quality Education (PIQE) to provide parenting classes and parental academic training at Nicolas Junior High School.
- 1bb. Approve Contract Amendment with Time Warner Cable to provide a 10Gbps fiber optic circuit from the Fullerton School District Office to the Orange County Department of Education effective July 1, 2015 through June 30, 2017.
- 1cc. Approve/Ratify Contract Amendment with Time Warner Cable to provide a 1GBPS fiber optic circuit to each school site beginning July 1, 2015 through June 30, 2017.
- 1dd. Approve the Authorization To Order (ATO) to move from the current CALNET II Contract extension for basic telephone service to the CALNET III Contract beginning July 1, 2015.
- 1ee. Approve Agreement between Fullerton School District and Carahsoft Technology Corp. for 2015-2017 Multi Year Contract.

1ff. Approve Agreement between Fullerton School District and Resilient Communications beginning July 1, 2015 through June 30, 2016 for the purchase of replacement end-of-life network switches.

1gg. Approve Memorandum of Understanding (MOU) between Fullerton School District and Community Union, Inc., to provide Parent Engagement through Technology (PE+T) at Commonwealth School from March 1, 2015 through May 1, 2015.

1hh. Approve Aaron Storey, Technology & Media Services, to attend the Ignite 2015 Palo Alto Networks Annual User Conference in Las Vegas, Nevada, from March 30 – April 1, 2015.

#### Administrative Report

2a. First Reading of Pupil Attendance Calendar for the 2015/2016 school year.

#### 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, March 10, 2015, at 6:00 p.m. in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

CONSENT ITEM

**DATE:** February 17, 2015

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

**FROM:** Craig C. Bertsch, Ed.D., Assistant Superintendent, Personnel Services

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

Background: The following document reflects new hire(s), speech therapist stipend(s), extra duty assignment(s), leave of absence(s), return from leave of absence(s), and retirement(s).

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

CCB:ad  
Attachment

**FULLERTON SCHOOL DISTRICT ASSIGNMENT OF CERTIFICATED PERSONNEL PRESENTED TO THE BOARD OF TRUSTEES ON FEBRUARY 17, 2015**

**NEW HIRE(S)**

| <b>NAME/NAMES</b> | <b>ASSIGN/LOCATION</b>                        | <b>ACTION</b> | <b>COST CENTER</b> | <b>EFFECTIVE DATE</b> |
|-------------------|---|---------------|--------------------|-----------------------|
| Bryinna Whitmer   | 2 <sup>nd</sup> Grade/ Fisler 50%             | VI/1          | 100                | 01/28/2015            |
| Kelly Smith       | Speech Therapist/<br>Student Support Services | IV/1          | 100                | 02/02/2015            |
| Christine Medlin  | Rtl (50%)/Valencia Park                       | IV/11         | 100                | 02/10/2015            |
| Cesar Dominguez   | Substitute Teacher                            | Employ        | 100                | 01/13/2015            |
| Magaly Godbout    | Substitute Teacher                            | Employ        | 100                | 01/13/2015            |
| Kirsten Gronlund  | Substitute Teacher                            | Employ        | 100                | 01/12/2015            |
| Esther Lee        | Substitute Teacher                            | Employ        | 100                | 01/26/2015            |
| Jonathan Marzluf  | Substitute Teacher                            | Employ        | 100                | 01/26/2015            |
| Christine Medlin  | Substitute Teacher                            | Employ        | 100                | 01/26/2015            |
| Jessica Mejia     | Substitute Teacher                            | Employ        | 100                | 01/13/2015            |
| Donna Oakland     | Substitute Teacher                            | Employ        | 100                | 01/26/2015            |
| Cassie Stefan     | Substitute Teacher                            | Employ        | 100                | 01/09/2015            |
| Tarryn Veale      | Substitute Teacher                            | Employ        | 100                | 01/12/2015            |
| Monica Williams   | Substitute Teacher                            | Employ        | 100                | 01/29/2015            |

**SPEECH THERAPIST STIPEND(S)**

**Approve 1<sup>st</sup> year stipend of \$2,500, effective 02/02/2015, from budget #100 for the following certificated personnel:**

Kelly Smith

**EXTRA DUTY ASSIGNMENT(S)**

**2014/2015 Fall BTSA Induction Program Support Provider Stipend**

**Approve \$1,500.00 for participating Support Providers for two BTSA/Induction participating teachers from general fund budget 013555223-1901, for the following certificated personnel:**

Jennifer Brkich  
Julie Sanchez  
James Gordon  
Jennifer Schaller

Jessica Humes  
Shalimar Licon  
Shawn Moen

Marcy Rowatt  
Jessica DiLuigi  
Stephanie Olsen

**FULLERTON SCHOOL DISTRICT ASSIGNMENT OF CERTIFICATED PERSONNEL PRESENTED TO  
THE BOARD OF TRUSTEES ON FEBRUARY 17, 2015**

**EXTRA DUTY ASSIGNMENT(S)- CONTINUED**

**Approve \$100.00 for participating Support Providers for one BTSA/Induction participating teachers  
from general fund budget 013555223-1901 , for the following certificated personnel:**

Stephanie Olsen

**Approve \$750.00 for participating Support Providers for one BTSA/Induction participating teachers  
from general fund budget 013555223-1901, for the following certificated personnel:**

|                 |                         |                    |
|-----------------|-------------------------|--------------------|
| Orba Smith      | Ana Arrellano-Hernandez | Amy Andi           |
| Andrea Calvo    | Nancy Henderson         | Vikki Weber        |
| Chris Gilstrap  | Terry Sanchez           | Jeannette O'Toole  |
| Leah Yamamoto   | Kimberly Stewart        | Debbie Hutchinson  |
| Shelley Behrns  | Jennifer Maloney        | Elizabeth Zoellner |
| Amy Elwood      | Gina Ortiz              | Linda Wingfield    |
| Laura Hohn-Mack | Vicki Lawhorn           | Debbie Kojima      |
| Jeannette Nunez | Mark Bornstein          | Jenny Chun         |
| Carol Watts     | Nancy Regitz            | Cynthia Nicholson  |
| Kristin Montoya | Caryl Phillips          | Cindy Wilson       |

**LEAVE OF ABSENCE(S)**

| <b>NAME</b>     | <b>ASSIGN/LOCATION</b>      | <b>ACTION</b>    | <b>EFFECTIVE DATE</b>   |
|-----------------|-----------------------------|------------------|-------------------------|
| Julie Andrews   | Math / Parks                | Leave of Absence | 2/02/2015 - 4/01/2015   |
| Margaret Tass   | SDC Mild/Moderate / Hermosa | Leave of Absence | 1/14/2015 - 5/28/2015   |
| Denise Carrillo | TK / Pacific Drive          | Leave of Absence | 12/08/2014 - 12/19/2014 |

**RETURN FROM LEAVE OF ABSENCE(S)**

| <b>NAME</b>   | <b>ASSIGN/LOCATION</b>              | <b>ACTION</b>    | <b>EFFECTIVE DATE</b> |
|---------------|-------------------------------------|------------------|-----------------------|
| Tricia Wilson | SDC Mild/Moderate/<br>Pacific Drive | Leave of Absence | 2/02/2015             |

**RETIREMENT(S)**

| <b>NAME</b> | <b>ASSIGN/LOCATION</b>                    | <b>ACTION</b> | <b>EFFECTIVE DATE</b> |
|-------------|---|---------------|-----------------------|
| Peggy Linne | Psychologist/<br>Student Support Services | Retirement    | 2/05/2015             |

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 February 17, 2015.

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Clerk/Secretary

CONSENT ITEM

**DATE:** February 17, 2015

**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: February 17, 2015*

| <b>SITE</b>          | <b>DONOR</b>                         | <b>RELATIONSHIP</b>  | <b>DONATION</b>   | <b>PURPOSE</b>                        | <b>AMOUNT</b> |
|----------------------|--------------------------------------|----------------------|-------------------|---------------------------------------|---------------|
| Acacia               | Box Tops for Education               | Community Partner(s) | monetary donation | for the school                        | \$1,132.00    |
| Acacia               | Fullerton Technology Foundation      | Community Partner(s) | monetary donation | for the school                        | \$611.23      |
| Acacia               | Mary Ellen Hennessy                  | Community Partner(s) | monetary donation | for the school                        | \$1,000.00    |
| Acacia               | Tritone Music Academy                | Community Partner(s) | monetary donation | for the school                        | \$160.00      |
| Beechwood            | Beechwood School PTSA                |                      | monetary donation | 6th Grade                             | \$1,532.75    |
| Beechwood            | Mrs. Jill Stecher                    | Parent(s)            | monetary donation | for the school                        | \$60.00       |
| Business Services    | Fullerton Republican Women Federated | Community Partner(s) | monetary donation | new flags for school sites            | \$200.00      |
| Commonwealth         | Fullerton Technology Foundation      | Community Partner(s) | monetary donation | teacher grant                         | \$1,049.50    |
| Commonwealth         | Fullerton Technology Foundation      | Community Partner(s) | monetary donation | teacher grant                         | \$1,975.00    |
| Educational Services | Chevron                              | Community Partner(s) | monetary donation | science/STEM                          | \$25,000.00   |
| Fern Drive           | Box Tops for Education               | Community Partner(s) | monetary donation | supplies                              | \$814.30      |
| Fern Drive           | Fern Drive PTA                       |                      | monetary donation | student field trips                   | \$6,000.00    |
| Fern Drive           | Ju Oh                                | Parent(s)            | monetary donation | supplies                              | \$320.00      |
| Fine Arts            | McCoy Mills Ford                     | Community Partner(s) | monetary donation | All the Arts for All the Kids Program | \$1,000.00    |
| Fisler               | Samantha Kim                         | Parent(s)            | monetary donation | middle school dance/activities        | \$2,000.00    |
| Golden Hill          | Fullerton Technology Foundation      | Community Partner(s) | monetary donation | purchase of iPad keyboards            | \$1,035.94    |
| Golden Hill          | Fullerton Technology Foundation      | Community Partner(s) | monetary donation | Walk Through CA Program               | \$1,045.00    |
| Golden Hill          | Fullerton Technology Foundation      | Community Partner(s) | monetary donation | purchase of lighting equipment        | \$2,335.00    |
| Golden Hill          | Tustin Lexus                         | Community Partner(s) | monetary donation | supplies                              | \$50.00       |
| Ladera Vista         | AutoNation Ford                      | Community Partner(s) | monetary donation | LV Productions                        | \$50.00       |
| Ladera Vista         | Michele Batchler                     | Parent(s)            | monetary donation | band                                  | \$40.00       |
| Ladera Vista         | Fullerton Technology Foundation      | Community Partner(s) | monetary donation | science                               | \$1,162.45    |
| Ladera Vista         | Fullerton Technology Foundation      | Community Partner(s) | monetary donation | LV Productions                        | \$4,700.00    |
| Ladera Vista         | Polly's Inc.                         | Community Partner(s) | monetary donation | LV Productions                        | \$300.00      |
| Laguna Road          | Barnes & Noble                       | Community Partner(s) | monetary donation | Pilgrim trip                          | \$90.05       |
| Laguna Road          | Ken Cheng                            | Parent(s)            | monetary donation | supplies                              | \$500.00      |
| Laguna Road          | DCH Group—Acura                      | Community Partner(s) | monetary donation | supplies                              | \$50.00       |

**FULLERTON SCHOOL DISTRICT**

*Gifts: February 17, 2015*

| <b>SITE</b>   | <b>DONOR</b>                              | <b>RELATIONSHIP</b>  | <b>DONATION</b>                             | <b>PURPOSE</b>                                | <b>AMOUNT</b> |
|---------------|---|----------------------|---|---|---------------|
| Laguna Road   | Islands Restaurants                       | Community Partner(s) | monetary donation                           | Pilgrim trip                                  | \$217.20      |
| Laguna Road   | Laguna Road Support Our School Foundation | Community Partner(s) | two 70" flat screen televisions             | tech lab                                      |               |
| Laguna Road   | Laguna Road Support Our School Foundation | Community Partner(s) | monetary donation                           | purchase of 65" televisions for 18 classrooms | \$25,000.00   |
| Laguna Road   | Rubio's                                   | Community Partner(s) | monetary donation                           | Pilgrim trip                                  | \$144.15      |
| Maple         | Box Tops for Education                    | Community Partner(s) | monetary donation                           | P.E.  | \$120.10      |
| Maple         | Leon Owens Foundation                     | Community Partner(s) | monetary donation                           | Outdoor Science Camp                          | \$300.00      |
| Nicolas J.H.  | Fullerton Rotary Foundation               | Community Partner(s) | monetary donation                           | dance/choir                                   | \$1,388.25    |
| Nicolas J.H.  | Fullerton Technology Foundation           | Community Partner(s) | monetary donation                           | for the school                                | \$2,783.00    |
| Nicolas J.H.  | Nancy Rader                               | Staff                | monetary donation in memory of Dan Zipperer | purchase of books for Media Center            | \$50.00       |
| Pacific Drive | The Fullerton Collaborative               | Community Partner(s) | monetary donation                           | 5th Grade Starbase Program                    | \$666.67      |
| Parks J.H.    | Hingewerks Commercial Doors, Inc.         | Community Partner(s) | monetary donation                           | Culinary Arts                                 | \$100.00      |
| Parks J.H.    | Parks Foundation for Education            | Community Partner(s) | monetary donation                           | sports referee                                | \$500.00      |
| Parks J.H.    | Parks Foundation for Education            | Community Partner(s) | monetary donation                           | sports curriculum/supplies                    | \$100.00      |
| Parks J.H.    | Rotary Club of Fullerton                  | Community Partner(s) | monetary donation                           | choir   | \$75.00       |
| Raymond       | AutoNation Ford                           | Community Partner(s) | monetary donation                           | technology                                    | \$50.00       |
| Richman       | Fullerton Technology Foundation           | Community Partner(s) | monetary donation                           | Outdoor Science Camp                          | \$2,000.00    |
| Richman       | Fullerton Technology Foundation           | Community Partner(s) | monetary donation                           | STEAM   | \$13,195.99   |
| Richman       | Lifetouch                                 | Community Partner(s) | monetary donation                           | school activities                             | \$197.00      |
| Richman       | Scholarship America                       | Community Partner(s) | monetary donation                           | field trip                                    | \$700.00      |
| Richman       | The Fullerton Collaborative               | Community Partner(s) | monetary donation                           | Starbase STEM Program                         | \$666.66      |
| Rolling Hills | BJ's Restaurant                           | Community Partner(s) | monetary donation                           | supplies, materials                           | \$198.50      |
| Rolling Hills | Fullerton Technology Foundation           | Community Partner(s) | monetary donation                           | technology                                    | \$1,428.12    |
| Rolling Hills | Garden Foundation                         | Community Partner(s) | monetary donation                           | work performed by FSD's M&O Dept.             | \$440.00      |
| Valencia Park | Fullerton Technology Foundation           | Community Partner(s) | monetary donation                           | teacher grant                                 | \$220.00      |
| Valencia Park | Scholarship America                       | Community Partner(s) | monetary donation                           | field trip                                    | \$600.00      |

**FULLERTON SCHOOL DISTRICT****Gifts: February 17, 2015**

| <b>SITE</b> | <b>DONOR</b>                | <b>RELATIONSHIP</b>  | <b>DONATION</b>   | <b>PURPOSE</b> | <b>AMOUNT</b> |
|-------------|-----------------------------|----------------------|-------------------|----------------|---------------|
| Woodcrest   | Box Tops for Education      | Community Partner(s) | monetary donation | for the school | \$118.30      |
| Woodcrest   | The Fullerton Collaborative | Community Partner(s) | monetary donation | STEM Transport | \$666.67      |

CONSENT ITEM

**DATE:** February 17, 2015

**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 I22C0098 THROUGH I22C0114, I22D0613 THROUGH I22D0709, I22M0190 THROUGH I22M0203, I22R0603 THROUGH I22R0703, I22S0008 THROUGH I22S0011, I22V0133 THROUGH I22V0148, I22X0326 THROUGH I22X0335, AND I22Y0049 FOR THE 2014/2015 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 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 I22C0098 through I22C0114, I22D0613 through I22D0709, I22M0190 through I22M0203, I22R0603 through I22R0703, I22S0008 through I22S0011, I22V0133 through I22V0148, I22X0326 through I22X0335, and I22Y0049 for the 2014/2015 fiscal year.

SH:SM:gs  
Attachment

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 02/17/2015**

FROM 12/19/2014 TO 01/29/2015

| <u>PO NUMBER</u> | <u>VENDOR</u>                  | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u>                           |
|------------------|--------------------------------|-----------------|-----------------------|-----------------------|--|
| I22C0098         | ORANGE CNTY DEPARTMENT OF EDUC | 125.00          | 125.00                | 0130411109 5210       | Site Discr Instruction Beechwd / Conferences and Meetings    |
| I22C0099         | COMPUTER USING EDUCATORS INC   | 1,620.00        | 1,620.00              | 0121229101 5210       | Title I Woodcrest Instruction / Conferences and Meetings     |
| I22C0100         | ILLUMINATE EDUCATION           | 299.00          | 299.00                | 0150855359 5210       | District Testing / Conferences and Meetings                  |
| I22C0101         | POWERSCHOOL USER GROUP EVENTS  | 149.00          | 149.00                | 0130420109 5210       | Site Discr Instruction Nicolas / Conferences and Meetings    |
| I22C0102         | SOLUTION TREE LLC              | 3,894.00        | 3,894.00              | 0121252211 5210       | Title I District Instr Adm / Conferences and Meetings        |
| I22C0103         | CA ASSN FOR THE EDUCATION      | 1,675.00        | 1,675.00              | 1208555271 5210       | Fee Based Childcare Admin / Conferences and Meetings         |
| I22C0104         | POWERSCHOOL USER GROUP EVENTS  | 299.00          | 299.00                | 0130420109 5210       | Site Discr Instruction Nicolas / Conferences and Meetings    |
| I22C0105         | CA ASSOC FOR BEHAVIOR ANALYSIS | 765.00          | 340.00                | 0125554201 5210       | LEA Medi Cal Reimb Psych Coord / Conferences and             |
|                  |                                |                 | 425.00                | 0150554391 5210       | Occup Therapy Autism Pupil Ser / Conferences and             |
| I22C0106         | SOCIAL THINKING                | 217.00          | 217.00                | 0112254101 5210       | Special Day Class MM Instr / Conferences and Meetings        |
| I22C0107         | AVID CENTER                    | 2,670.00        | 2,670.00              | 0121220101 5210       | Title I Nicolas Instruction / Conferences and Meetings       |
| I22C0108         | SAC STATE                      | 400.00          | 400.00                | 1220652101 5210       | Federal PreSchool Match Instr / Conferences and Meetings     |
| I22C0109         | PEDAGOGICAL INSTITUTE OF LOS A | 550.00          | 550.00                | 1208510101 5210       | Childcare Instr Acacia / Conferences and Meetings            |
| I22C0110         | PUBLIC AGENCY RISK MANAGERS AS | 600.00          | 600.00                | 8152451741 5210       | Property and Liability / Conferences and Meetings            |
| I22C0111         | COMPUTER USING EDUCATORS INC   | 600.00          | 600.00                | 0130426109 5210       | Site Discr Instruction Rolling / Conferences and Meetings    |
| I22C0112         | PEARSON SCHOOL SYSTEMS         | 4,400.00        | 4,400.00              | 0140955249 5210       | Info Systems Serv Media DC / Conferences and Meetings        |
| I22C0113         | BUREAU OF EDUCATION AND RESEAR | 239.00          | 239.00                | 0121736101 5210       | Title II Tchr Qlty St Juliana / Conferences and Meetings     |
| I22C0114         | BUREAU OF EDUCATION AND RESEAR | 458.00          | 458.00                | 0130423109 5210       | Site Discr Instruction Parks / Conferences and Meetings      |
| I22D0613         | NEWSELA INC                    | 2,333.00        | 2,333.00              | 0181227101 4310       | Instr Mat Lottery Sunset Instr / Materials and Supplies Inst |
| I22D0614         | DEMCO INC                      | 94.10           | 94.10                 | 0130410109 4310       | Site Discretionary Inst Acacia / Materials and Supplies Inst |
| I22D0615         | FOLD A GOAL                    | 167.83          | 167.83                | 0110324109 4310       | Reimburse Raymond Disc / Materials and Supplies Instr        |
| I22D0616         | READ NATURALLY                 | 1,872.66        | 1,872.66              | 0130422109 4310       | Site Discr Instr Pacific Drive / Materials and Supplies Inst |
| I22D0617         | ENCORE RENTALS LLC             | 4,740.00        | 4,740.00              | 0130417119 4310       | Performing Arts Ladera Vista / Materials and Supplies Instr  |
| I22D0618         | SOCIAL THINKING                | 56.52           | 56.52                 | 0181221101 4310       | Instr Mat Lottery Orangethorpe / Materials and Supplies      |

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
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|------------------|--------------------------------|-----------------|-----------------------|-----------------------|---|
| I22D0619         | AMAZON.COM                     | 93.69           | 93.69                 | 0121224101 4310       | Title I Raymond Instruction / Materials and Supplies Instr    |
| I22D0620         | AMAZON.COM                     | 293.95          | 293.95                | 0153150759 4350       | Warehouse DC / Materials and Supplies Office                  |
| I22D0621         | SOUTHWEST SCHOOL SUPPLY        | 510.14          | 510.14                | 0152950729 4350       | Districtwide Expenditures / Materials and Supplies Office     |
| I22D0622         | NEARPOD INC                    | 600.00          | 600.00                | 0152657719 4350       | Superintendent Discret / Materials and Supplies Office        |
| I22D0623         | AMAZON.COM                     | 174.64          | 174.64                | 0181228101 4310       | Instr Mat Lottery Valencia Ins / Materials and Supplies Instr |
| I22D0624         | OFFICE DEPOT BUSINESS SERVICE  | 71.50           | 3.58                  | 1208111101 4310       | Preschool Instr Beechwood / Materials and Supplies Instr      |
|                  |                                |                 | 3.58                  | 1208127101 4310       | Preschool Inst Sunset Lane / Materials and Supplies Instr     |
|                  |                                |                 | 14.30                 | 1208510101 4310       | Childcare Instr Acacia / Materials and Supplies Instr         |
|                  |                                |                 | 14.30                 | 1208516101 4310       | Childcare Instr Hermosa Drive / Materials and Supplies        |
|                  |                                |                 | 17.88                 | 1208526101 4310       | Childcare Instr Rolling Hills / Materials and Supplies Instr  |
|                  |                                |                 | 14.30                 | 1208530101 4310       | Childcare Instr Fisler / Materials and Supplies Instr         |
|                  |                                |                 | 3.56                  | 1231019101 4310       | Preschool Instruction / Materials and Supplies Instr          |
| I22D0625         | TAYLOR'S APPLIANCE             | 283.96          | 283.96                | 0130422109 4310       | Site Discr Instr Pacific Drive / Materials and Supplies Instr |
| I22D0626         | AMAZON.COM                     | 308.79          | 308.79                | 0130423109 4310       | Site Discr Instruction Parks / Materials and Supplies Instr   |
| I22D0627         | ORANGE CNTY DEPARTMENT OF EDUC | 60.00           | 60.00                 | 0125554101 5800       | LEA Medi Cal Reimburse Speech / Other Contracted              |
| I22D0628         | FIRSTCALL OFFICE SOLUTIONS INC | 5,851.44        | 5,851.44              | 0121224101 4310       | Title I Raymond Instruction / Materials and Supplies Instr    |
| I22D0629         | APPLE COMPUTER INC.            | 42.12           | 42.12                 | 0130423109 4310       | Site Discr Instruction Parks / Materials and Supplies Instr   |
| I22D0630         | SHERMAN GARNETT AND ASSOCIATES | 47.20           | 47.20                 | 0130423109 4310       | Site Discr Instruction Parks / Materials and Supplies Instr   |
| I22D0631         | LEARNING SERVICES INC          | 1,092.00        | 1,092.00              | 0181218101 4310       | Instr Mat Lottery Laguna Instr / Materials and Supplies Instr |
| I22D0632         | AMAZON.COM                     | 210.30          | 210.30                | 0130412109 4310       | Site Discr Instr Commonwealth / Materials and Supplies        |
| I22D0633         | EXPLORELEARNING                | 1,995.00        | 1,995.00              | 0121228101 4310       | Title I Valencia Park / Materials and Supplies Instr          |
| I22D0634         | THINKING MAPS INC              | 3,597.84        | 3,597.84              | 0121212101 4310       | Title I Commonwealth Instr / Materials and Supplies Instr     |
| I22D0635         | INNERLINK INC                  | 358.00          | 358.00                | 0150554101 4310       | Occup Therapy Autism Instr / Materials and Supplies Instr     |
| I22D0636         | STAPLES 0025724519             | 97.11           | 97.11                 | 0130420209 4310       | STEM Nicolas / Materials and Supplies Instr                   |
| I22D0637         | ENGINEERING IS ELEMENTARY      | 948.75          | 948.75                | 0181210101 4310       | Instr Mat Lottery Acacia Instr / Materials and Supplies Instr |

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|------------------|--------------------------------|-----------------|-----------------------|------------------------------------|---|
| I22D0638         | ENGINEERING IS ELEMENTARY      | 776.25          | 776.25                | 0181210101 4310                    | Instr Mat Lottery Acacia Instr / Materials and Supplies Inst  |
| I22D0639         | ENGINEERING IS ELEMENTARY      | 805.00          | 805.00                | 0181210101 4310                    | Instr Mat Lottery Acacia Instr / Materials and Supplies Inst  |
| I22D0640         | DEMCO INC                      | 40.85           | 40.85                 | 0121220101 4310                    | Title I Nicolas Instruction / Materials and Supplies Instr  |
| I22D0641         | CULVER NEWLIN INC              | 2,489.01        | 2,489.01              | 0130210101 4310                    | Econ Impact Aid Acacia / Materials and Supplies Instr   |
| I22D0642         | GOV CONNECTION                 | 233.96          | 233.96                | 0130420109 4310                    | Site Discr Instruction Nicolas / Materials and Supplies Inst  |
| I22D0643         | FULLERTON TECHNOLOGY           | 1,000.00        | 1,000.00              | 1208511101 6410                    | Childcare Instr Beechwood / New Equip Less Than \$10,000  |
| I22D0644         | PROSOUND AND STAGE LIGHTING    | 872.77          | 872.77                | 0110324109 4310                    | Reimburse Raymond Disc / Materials and Supplies Instr   |
| I22D0645         | CDW.G                          | 72.36           | 72.36                 | 0130411109 4310                    | Site Discr Instruction Beechwd / Materials and Supplies   |
| I22D0646         | AMAZON.COM                     | 52.84           | 52.84                 | 0130422109 4310                    | Site Discr Instr Pacific Drive / Materials and Supplies Inst  |
| I22D0647         | APPLE COMPUTER INC.            | 295.92          | 295.92                | 1208555101 4310                    | Fee Based Childcare Admin / Materials and Supplies Instr  |
| I22D0648         | DICK BLICK ART MATERIALS       | 592.14          | 592.14                | 1231152101 4310                    | Pre K Famly Lit Support Instr / Materials and Supplies Instr  |
| I22D0649         | DICK BLICK ART MATERIALS       | 4,087.31        | 2,452.32<br>1,634.99  | 0130217101 4310<br>0130417169 4310 | Econ Impact Aid Ladera Vista / Materials and Supplies<br>Site Discretionary FAME Instr / Materials and Supplies |
| I22D0650         | AMAZON.COM                     | 102.74          | 102.74                | 0130415109 4310                    | Site Discr Instruction Golden / Materials and Supplies Instr  |
| I22D0651         | IXL MEMBERSHIP SERVICES        | 1,400.00        | 1,400.00              | 0110330109 4310                    | Reimburse Fisler Discretionary / Materials and Supplies   |
| I22D0652         | GOPHER SPORT                   | 196.77          | 196.77                | 0130412109 4310                    | Site Discr Instr Commonwealth / Materials and Supplies  |
| I22D0653         | KROEGER INC                    | 114.33          | 114.33                | 0130216101 4310                    | Econ Impact Aid Hermosa Drive / Materials and Supplies  |
| I22D0654         | NEW MANAGEMENT INC             | 89.00           | 89.00                 | 0130424109 4310                    | Site Discr Instruction Raymond / Materials and Supplies   |
| I22D0655         | APPLE COMPUTER INC.            | 106.92          | 106.92                | 0130224101 4310                    | Econ Impact Aid Raymond / Materials and Supplies Instr  |
| I22D0656         | FIRSTCALL OFFICE SOLUTIONS INC | 4,382.10        | 4,382.10              | 0121220101 4310                    | Title I Nicolas Instruction / Materials and Supplies Instr  |
| I22D0657         | STARFALL EDUCATION             | 270.00          | 270.00                | 0121224101 4310                    | Title I Raymond Instruction / Materials and Supplies Instr  |
| I22D0658         | GREAT BOOKS FOUNDATION, THE    | 956.03          | 956.03                | 0111610101 4310                    | Donation Instr Acacia / Materials and Supplies Instr  |
| I22D0659         | HOME SCIENCE TOOLS             | 51.10           | 51.10                 | 0111610101 4310                    | Donation Instr Acacia / Materials and Supplies Instr  |
| I22D0660         | FIRSTCALL OFFICE SOLUTIONS INC | 9,984.60        | 9,984.60              | 0130229101 4310                    | Econ Impact Aid Woodcrest / Materials and Supplies Instr  |

**FULLERTON ELEMENTARY**  
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|------------------|--------------------------|-----------------|-----------------------|-----------------------|--|
| I22D0661         | BODELIN TECHNOLOGIES     | 1,666.37        | 1,666.37              | 0111610101 6410       | Donation Instr Acacia / New Equip Less Than \$10,000           |
| I22D0662         | AMAZON.COM               | 64.76           | 64.76                 | 0130422109 4310       | Site Discr Instr Pacific Drive / Materials and Supplies Instr  |
| I22D0663         | BELLA LUNA TOYS          | 658.44          | 658.44                | 1231019101 4310       | Preschool Instruction / Materials and Supplies Instr           |
| I22D0664         | AMAZON.COM               | 1,243.38        | 1,243.38              | 0130427109 4310       | Site Discr Instr Sunset Lane / Materials and Supplies Instr    |
| I22D0665         | AMAZON.COM               | 86.05           | 86.05                 | 0130422109 4310       | Site Discr Instr Pacific Drive / Materials and Supplies Instr  |
| I22D0666         | AMAZON.COM               | 214.92          | 214.92                | 0111627101 4310       | After School Program Sunset Ln / Materials and Supplies        |
| I22D0667         | DEMCO INC                | 113.77          | 113.77                | 0130427109 4310       | Site Discr Instr Sunset Lane / Materials and Supplies Instr    |
| I22D0668         | AMAZON.COM               | 327.73          | 327.73                | 0130427109 4310       | Site Discr Instr Sunset Lane / Materials and Supplies Instr    |
| I22D0669         | LAKESHORE LEARNING       | 836.86          | 836.86                | 0111654101 4310       | Donation Instr Special Educ / Materials and Supplies Instr     |
| I22D0670         | GOV CONNECTION           | 34.56           | 34.56                 | 0121224101 4310       | Title I Raymond Instruction / Materials and Supplies Instr     |
| I22D0671         | AMAZON.COM               | 40.81           | 40.81                 | 0181227101 4310       | Instr Mat Lottery Sunset Instr / Materials and Supplies Instr  |
| I22D0672         | GOV CONNECTION           | 717.28          | 717.28                | 0130427109 4310       | Site Discr Instr Sunset Lane / Materials and Supplies Instr    |
| I22D0673         | NASCO WEST INC           | 595.28          | 595.28                | 0130417169 4310       | Site Discretionary FAME Instr / Materials and Supplies         |
| I22D0674         | APPLE COMPUTER INC.      | 1,603.80        | 1,603.80              | 0109418102 4310       | Foundation Instr Laguna Road / Materials and Supplies          |
| I22D0675         | AMAZON.COM               | 620.73          | 372.44                | 0130217101 4310       | Econ Impact Aid Ladera Vista / Materials and Supplies          |
|                  |                          |                 | 248.29                | 0130417109 4310       | Site Discr Instruction Ladera / Materials and Supplies Instr   |
| I22D0676         | APPLE COMPUTER INC.      | 106.92          | 106.92                | 0121225101 4310       | Title I Richman Instruction / Materials and Supplies Instr     |
| I22D0677         | SCHOLASTIC MAGAZINES     | 335.46          | 335.46                | 0181215101 4310       | Instr Mat Lottery Golden Hill / Materials and Supplies Instr   |
| I22D0678         | AMAZON.COM               | 277.77          | 62.48                 | 0132952101 4310       | Afttr Schi Ed Sfty Grt Cohort 6 / Materials and Supplies Instr |
|                  |                          |                 | 90.34                 | 0139452341 4310       | School Readiness Nurse Health / Materials and Supplies         |
|                  |                          |                 | 62.47                 | 1220652101 4310       | Federal PreSchool Match Instr / Materials and Supplies         |
|                  |                          |                 | 62.48                 | 1231019271 4350       | Preschool Administration / Materials and Supplies Office       |
| I22D0679         | CM SCHOOL SUPPLY COMPANY | 868.30          | 868.30                | 0130422109 4310       | Site Discr Instr Pacific Drive / Materials and Supplies Instr  |
| I22D0680         | APPLE COMPUTER INC.      | 93.96           | 93.96                 | 0130422109 4310       | Site Discr Instr Pacific Drive / Materials and Supplies Instr  |
| I22D0681         | ART SUPPLY WAREHOUSE     | 4,841.53        | 4,841.53              | 0130215101 4310       | Econ Impact Aid Golden Hill / Materials and Supplies Instr     |



**FULLERTON ELEMENTARY**  
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|------------------|--------------------------------|-----------------|-----------------------|-----------------------|---|
| I22D0682         | ART SUPPLY WAREHOUSE           | 259.20          | 259.20                | 0130217101 4310       | Econ Impact Aid Ladera Vista / Materials and Supplies         |
| I22D0684         | DECKER EQUIPMENT               | 236.16          | 236.16                | 0110313109 4310       | Reimburse Fern Disc / Materials and Supplies Instr            |
| I22D0685         | AMAZON.COM                     | 266.21          | 266.21                | 0130417129 4310       | Physical Education LaderaVista / Materials and Supplies       |
| I22D0686         | RENAISSANCE LEARNING INC       | 263.28          | 263.28                | 0121225101 4310       | Title I Richman Instruction / Materials and Supplies Instr    |
| I22D0687         | GROSH SCENIC RENTALS           | 907.72          | 907.72                | 0130417119 4310       | Performing Arts Ladera Vista / Materials and Supplies Instr   |
| I22D0688         | STATE STREET PRODUCTS LLC      | 109.85          | 109.85                | 0130421109 4310       | Site Discr Instr Orangethorpe / Materials and Supplies Instr  |
| I22D0689         | APPLE COMPUTER INC.            | 52.92           | 52.92                 | 1208526101 4310       | Childcare Instr Rolling Hills / Materials and Supplies Instr  |
| I22D0690         | STAPLES 0025724519             | 339.51          | 111.76                | 0132952101 4310       | Afttr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst |
|                  |                                |                 | 27.00                 | 1208510101 4310       | Childcare Instr Acacia / Materials and Supplies Instr         |
|                  |                                |                 | 27.00                 | 1208511101 4310       | Childcare Instr Beechwood / Materials and Supplies Instr      |
|                  |                                |                 | 27.00                 | 1208513101 4310       | Childcare Instr Fern Dr / Materials and Supplies Instr        |
|                  |                                |                 | 27.00                 | 1208527101 4310       | Childcare Instr Sunset Lane / Materials and Supplies Instr    |
|                  |                                |                 | 93.85                 | 1208555101 4310       | Fee Based Childcare Admin / Materials and Supplies Instr      |
|                  |                                |                 | 25.90                 | 1220752101 4310       | Federal PreSch Discr Instruct / Materials and Supplies Instr  |
| I22D0691         | THINKING MAPS INC              | 2,337.00        | 2,337.00              | 0121212101 4310       | Title I Commonwealth Instr / Materials and Supplies Instr     |
| I22D0692         | MATHALICIOUS LLC               | 1,480.00        | 1,480.00              | 0138252101 4310       | Common Core Standards Instr / Materials and Supplies          |
| I22D0693         | CDW.G                          | 361.54          | 361.54                | 0109418102 4310       | Foundation Instr Laguna Road / Materials and Supplies         |
| I22D0694         | BRAINPOP LLC                   | 2,095.00        | 2,095.00              | 0121224101 4310       | Title I Raymond Instruction / Materials and Supplies Instr    |
| I22D0695         | LAKESHORE LEARNING             | 568.07          | 30.23                 | 0121212101 4310       | Title I Commonwealth Instr / Materials and Supplies Instr     |
|                  |                                |                 | 537.84                | 0130412109 4310       | Site Discr Instr Commonwealth / Materials and Supplies        |
| I22D0696         | CONCEPTS SCHOOL AND OFFICE FUR | 150.66          | 150.66                | 0130423109 4310       | Site Discr Instruction Parks / Materials and Supplies Instr   |
| I22D0697         | SUNSHINE YOGA                  | 1,860.11        | 1,860.11              | 0111612101 4310       | Donation Instr Commonwealth / Materials and Supplies          |
| I22D0698         | KAPLAN SCHOOL SUPPLY           | 2,172.47        | 2,172.47              | 1231152101 4310       | Pre K Famly Lit Support Instr / Materials and Supplies Instr  |
| I22D0699         | FIRSTCALL OFFICE SOLUTIONS INC | 4,644.00        | 2,322.00              | 0130213101 4310       | Econ Impact Aid Fern Drive / Materials and Supplies Instr     |
|                  |                                |                 | 2,322.00              | 0130413109 4310       | Site Discr Instruction Fern Dr / Materials and Supplies Inst  |
| I22D0700         | TIME FOR KIDS                  | 235.44          | 235.44                | 0181221101 4310       | Instr Mat Lottery Orangethorpe / Materials and Supplies       |

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|------------------|--------------------------------|-----------------|-----------------------|-----------------------|--|
| I22D0701         | TIME FOR KIDS                  | 104.69          | 104.69                | 0181226101 4310       | Instr Mat Lottery Rolling Hill / Materials and Supplies Inst |
| I22D0702         | AMAZON.COM                     | 72.13           | 72.13                 | 0181226101 4310       | Instr Mat Lottery Rolling Hill / Materials and Supplies Inst |
| I22D0703         | APPLE COMPUTER INC.            | 126.36          | 126.36                | 0111626101 4310       | Donation Instr Rolling Hills / Materials and Supplies Instr  |
| I22D0704         | FIRSTCALL OFFICE SOLUTIONS INC | 6,037.20        | 6,037.20              | 0121212101 4310       | Title I Commonwealth Instr / Materials and Supplies Instr    |
| I22D0705         | OFFICE DEPOT BUSINESS SERVICE  | 297.59          | 297.59                | 0130412109 4310       | Site Discr Instr Commonwealth / Materials and Supplies       |
| I22D0706         | CDW.G                          | 47.37           | 47.37                 | 0125554101 4310       | LEA Medi Cal Reimburse Speech / Materials and Supplies       |
| I22D0707         | GOPHER SPORT                   | 1,365.45        | 1,365.45              | 0130412109 4310       | Site Discr Instr Commonwealth / Materials and Supplies       |
| I22D0708         | ABLENET INC                    | 947.84          | 947.84                | 0121212101 4310       | Title I Commonwealth Instr / Materials and Supplies Instr    |
| I22D0709         | AVID CENTER                    | 525.00          | 525.00                | 0121220101 4310       | Title I Nicolas Instruction / Materials and Supplies Instr   |
| I22M0190         | M DAVIS PLUMBING AND           | 754.98          | 754.98                | 0153353819 5640       | Plant Maintenance DC / Repairs by Vendors                    |
| I22M0191         | LENNOX INDUSTRIES INC          | 207.36          | 207.36                | 0153353819 4363       | Plant Maintenance DC / Materials and Supplies Repairs        |
| I22M0192         | INSIGNIA                       | 513.00          | 513.00                | 2567121859 6100       | Facilities Improvement OT / Sites and Site Improvements      |
| I22M0193         | DBMC INC                       | 1,123.00        | 1,123.00              | 2567121859 6100       | Facilities Improvement OT / Sites and Site Improvements      |
| I22M0194         | K AND S EQUIPMENT SERVICES     | 1,200.00        | 1,200.00              | 0153353819 5640       | Plant Maintenance DC / Repairs by Vendors                    |
| I22M0195         | ROTO ROOTER                    | 4,710.00        | 4,710.00              | 1453326819 5640       | Deferred Maint Rolling Hills / Repairs by Vendors            |
| I22M0196         | HONEYWELL INTERNATIONAL INC    | 718.56          | 718.56                | 0153353819 5640       | Plant Maintenance DC / Repairs by Vendors                    |
| I22M0197         | GAMETIME                       | 10,874.52       | 10,874.52             | 1453319859 4363       | Deferred Maint Fac Maple Sch / Materials and Supplies        |
| I22M0198         | DECKER EQUIPMENT               | 125.81          | 125.81                | 0153353819 4363       | Plant Maintenance DC / Materials and Supplies Repairs        |
| I22M0199         | ACOUSTICAL MATERIAL SERVICES   | 295.40          | 295.40                | 1453350859 4363       | Deferred Maint Facilities / Materials and Supplies Repairs   |
| I22M0200         | MCMASTER CARR SUPPLY COMPANY   | 241.92          | 241.92                | 0153353819 4363       | Plant Maintenance DC / Materials and Supplies Repairs        |
| I22M0201         | CASE PARTS                     | 43.20           | 43.20                 | 0153353819 4363       | Plant Maintenance DC / Materials and Supplies Repairs        |
| I22M0202         | TIME AND ALARM SYSTEM          | 466.20          | 466.20                | 1453350859 4363       | Deferred Maint Facilities / Materials and Supplies Repairs   |
| I22M0203         | WALTERS WHOLESALE ELECTRIC CO  | 222.87          | 222.87                | 0153353819 4363       | Plant Maintenance DC / Materials and Supplies Repairs        |
| I22R0603         | RENAISSANCE LEARNING INC       | 5,924.00        | 5,924.00              | 0130422109 4310       | Site Discr Instr Pacific Drive / Materials and Supplies Inst |

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|------------------|--------------------------------|-----------------|-----------------------|-----------------------|--|
| I22R0604         | CHOI, SALLY                    | 90.72           | 90.72                 | 0130421109 4310       | Site Discr Instr Orangethorpe / Materials and Supplies Instr |
| I22R0605         | CM SCHOOL SUPPLY COMPANY       | 97.20           | 97.20                 | 0130410109 4310       | Site Discretionary Inst Acacia / Materials and Supplies Inst |
| I22R0606         | OFFICE DEPOT BUSINESS SERVICE  | 241.83          | 241.83                | 0109555271 4350       | Educ Services Donations Admin / Materials and Supplies       |
| I22R0607         | FIRST EVANGELICAL FREE CHURCH  | 100.00          | 100.00                | 0111626101 4310       | Donation Instr Rolling Hills / Materials and Supplies Instr  |
| I22R0608         | AMAZON.COM                     | 343.45          | 171.72                | 0109555101 4310       | Educ Services Donations Instr / Materials and Supplies Instr |
|                  |                                |                 | 171.73                | 0140155239 4350       | Curriculum Development Discret / Materials and Supplies      |
| I22R0609         | SOTOLONGO, AMY                 | 110.99          | 110.99                | 0181228101 4310       | Instr Mat Lottery Valencia Ins / Materials and Supplies Inst |
| I22R0611         | ELMORE, DOUGLAS                | 164.63          | 164.63                | 0130217101 4310       | Econ Impact Aid Ladera Vista / Materials and Supplies        |
| I22R0612         | ZARAGOZA, RACHEL               | 79.61           | 79.61                 | 0130420139 4310       | Science Nicolas / Materials and Supplies Instr               |
| I22R0613         | NICHOLE, ANN                   | 44.50           | 44.50                 | 0181218101 4310       | Instr Mat Lottery Laguna Instr / Materials and Supplies Inst |
| I22R0614         | HOOD, MARY                     | 49.22           | 49.22                 | 0181226101 4310       | Instr Mat Lottery Rolling Hill / Materials and Supplies Inst |
| I22R0615         | GRAHAM, JULIE                  | 181.76          | 181.76                | 0111611101 4310       | Donation Instr Beechwood / Materials and Supplies Instr      |
| I22R0616         | BRIGGS, EDWARD                 | 233.83          | 233.83                | 0130420109 4310       | Site Discr Instruction Nicolas / Materials and Supplies Inst |
| I22R0617         | BARNETT, DR MATHEW             | 53.99           | 53.99                 | 0130220101 4310       | Econ Impact Aid Nicolas / Materials and Supplies Instr       |
| I22R0618         | SMITH, SUSAN                   | 191.02          | 191.02                | 0130423119 4310       | Science Parks Jr High / Materials and Supplies Instr         |
| I22R0619         | BROOKMAN, DANNA                | 139.70          | 139.70                | 0181215101 4310       | Instr Mat Lottery Golden Hill / Materials and Supplies Instr |
| I22R0620         | RENAISSANCE LEARNING INC       | 350.73          | 350.73                | 0130413109 4310       | Site Discr Instruction Fern Dr / Materials and Supplies Inst |
| I22R0621         | SOUTHWEST SCHOOL SUPPLY        | 213.84          | 213.84                | 0153050799 4350       | Business Administration DC / Materials and Supplies          |
| I22R0622         | AMAZON.COM                     | 45.38           | 45.38                 | 0111654101 4310       | Donation Instr Special Educ / Materials and Supplies Instr   |
| I22R0623         | AMAZON.COM                     | 25.36           | 25.36                 | 0150554101 4310       | Occup Therapy Autism Instr / Materials and Supplies Instr    |
| I22R0624         | CDW.G                          | 259.97          | 259.97                | 0153150759 4350       | Warehouse DC / Materials and Supplies Office                 |
| I22R0625         | FIRSTCALL OFFICE SOLUTIONS INC | 23,220.00       | 23,220.00             | 0138252101 4310       | Common Core Standards Instr / Materials and Supplies         |
| I22R0626         | BIRD, DEBBIE                   | 43.15           | 43.15                 | 0181228101 4310       | Instr Mat Lottery Valencia Ins / Materials and Supplies Inst |
| I22R0627         | DAVIS, DARREN C                | 94.34           | 94.34                 | 0111610101 4310       | Donation Instr Acacia / Materials and Supplies Instr         |

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|------------------|--------------------------------|-----------------|-----------------------|-----------------------|--|
| I22R0628         | RIVERSIDE PUBLISHING COMPANY   | 712.72          | 712.72                | 0124854101 4315       | Spec Ed Preschool Instr / Materials Test Kits Protocols      |
| I22R0629         | PRO ED                         | 141.60          | 141.60                | 0125554101 4315       | LEA Medi Cal Reimburse Speech / Materials Test Kits          |
| I22R0630         | PRO ED                         | 846.06          | 846.06                | 0124854101 4315       | Spec Ed Preschool Instr / Materials Test Kits Protocols      |
| I22R0631         | PEARSON ASSESSMENT INC         | 162.12          | 162.12                | 0124854101 4315       | Spec Ed Preschool Instr / Materials Test Kits Protocols      |
| I22R0632         | WESTERN PSYCHOLOGICAL SERVICES | 601.80          | 601.80                | 0124854321 4315       | Spec Ed Preschool Psychologist / Materials Test Kits         |
| I22R0633         | PRO ED                         | 94.40           | 94.40                 | 0125354321 4315       | SpEd Section619 Psychological / Materials Test Kits          |
| I22R0634         | HALL PH.D., DAVID C            | 375.10          | 375.10                | 0152151749 5875       | Personnel Serv Certificated DC / Medical Examinations        |
| I22R0635         | ORANGE CNTY DEPARTMENT OF EDUC | 300.00          | 300.00                | 0111611121 4310       | Math Science Olympiad Beechwd / Materials and Supplies       |
| I22R0636         | APPLE COMPUTER INC.            | 240.84          | 240.84                | 0138252271 4350       | Common Core Administration / Materials and Supplies          |
| I22R0637         | APPLE COMPUTER INC.            | 5,306.16        | 5,306.16              | 0121220101 4310       | Title I Nicolas Instruction / Materials and Supplies Instr   |
| I22R0638         | CDW.G                          | 155.65          | 155.65                | 0125554101 4315       | LEA Medi Cal Reimburse Speech / Materials Test Kits          |
| I22R0639         | PINNACLE RADIO INC             | 35.00           | 35.00                 | 0111610101 4310       | Donation Instr Acacia / Materials and Supplies Instr         |
| I22R0640         | ACOSTA, ERIN                   | 221.81          | 221.81                | 0111627101 4310       | After School Program Sunset Ln / Materials and Supplies      |
| I22R0641         | BLOSSOM, KENNI                 | 92.80           | 92.80                 | 0181215101 4310       | Instr Mat Lottery Golden Hill / Materials and Supplies Instr |
| I22R0642         | FRUTCHEY, LYNNE                | 125.77          | 125.77                | 0181218101 4310       | Instr Mat Lottery Laguna Instr / Materials and Supplies Inst |
| I22R0643         | DEPARTMENT OF SOCIAL SERVICES  | 242.00          | 242.00                | 1208127101 4310       | Preschool Inst Sunset Lane / Materials and Supplies Instr    |
| I22R0644         | MULTI HEALTH SYSTEMS           | 566.40          | 566.40                | 0125554201 4315       | LEA Medi Cal Reimb Psych Coord / Materials Test Kits         |
| I22R0645         | RUSIEWSKI, MICHELE             | 114.90          | 114.90                | 0141555109 4310       | Fine Arts Resource Instr / Materials and Supplies Instr      |
| I22R0646         | AMAZON.COM                     | 251.18          | 212.33                | 0140155239 4200       | Curriculum Development Discret / Books Other Than            |
|                  |                                |                 | 38.85                 | 0140155239 4310       | Curriculum Development Discret / Materials and Supplies      |
| I22R0647         | PEARSON ASSESSMENT INC         | 56.44           | 56.44                 | 0125354321 4315       | SpEd Section619 Psychological / Materials Test Kits          |
| I22R0648         | HOTEL FULLERTON, THE           | 3,966.14        | 3,966.14              | 0160357789 4350       | Community Events Admin / Materials and Supplies Office       |
| I22R0649         | TIME WARNER CABLE LLC          | 3,000.00        | 3,000.00              | 0152757789 4350       | Administrative Assistant DC / Materials and Supplies         |
| I22R0650         | OFFICE DEPOT BUSINESS SERVICE  | 295.89          | 295.89                | 0152055779 4350       | Education Services Discret / Materials and Supplies Office   |

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|------------------|--------------------------------|-----------------|-----------------------|-----------------------|--|
| I22R0651         | STAPLES 0025724519             | 85.83           | 85.83                 | 0153050799 4350       | Business Administration DC / Materials and Supplies          |
| I22R0652         | NEOPOST INC.                   | 330.32          | 330.32                | 0152950729 4350       | Districtwide Expenditures / Materials and Supplies Office    |
| I22R0653         | AEROMARK                       | 30.78           | 30.78                 | 0140155239 4350       | Curriculum Development Discret / Materials and Supplies      |
| I22R0654         | FOY INVENTERPRISES INC         | 3,515.40        | 3,515.40              | 0130417119 5800       | Performing Arts Ladera Vista / Other Contracted Services     |
| I22R0655         | AEROMARK                       | 32.40           | 16.20                 | 0130223101 4310       | Economic Impact Aid Parks / Materials and Supplies Instr     |
|                  |                                |                 | 16.20                 | 0130423109 4310       | Site Discr Instruction Parks / Materials and Supplies Instr  |
| I22R0656         | MOMENTUM IN TEACHING LLC       | 1,000.00        | 1,000.00              | 0111610101 4310       | Donation Instr Acacia / Materials and Supplies Instr         |
| I22R0657         | NGUYEN, MARY                   | 407.30          | 407.30                | 0111623101 4310       | Donation Instr Parks / Materials and Supplies Instr          |
| I22R0658         | NELSON, KAREN                  | 123.95          | 123.95                | 0181215101 4310       | Instr Mat Lottery Golden Hill / Materials and Supplies Instr |
| I22R0659         | BLOSSOM, KENNI                 | 75.40           | 75.40                 | 0181215101 4310       | Instr Mat Lottery Golden Hill / Materials and Supplies Instr |
| I22R0660         | ELMORE, DOUGLAS                | 35.09           | 35.09                 | 0130217101 4310       | Econ Impact Aid Ladera Vista / Materials and Supplies        |
| I22R0661         | AVID CENTER                    | 3,485.00        | 3,485.00              | 0130420109 4310       | Site Discr Instruction Nicolas / Materials and Supplies Inst |
| I22R0662         | AEROMARK                       | 67.82           | 67.82                 | 0152657719 4350       | Superintendent Discret / Materials and Supplies Office       |
| I22R0663         | AEROMARK                       | 23.76           | 23.76                 | 0130420109 4310       | Site Discr Instruction Nicolas / Materials and Supplies Inst |
| I22R0664         | SOCAL T SHIRT PROS             | 510.37          | 510.37                | 0130420109 4310       | Site Discr Instruction Nicolas / Materials and Supplies Inst |
| I22R0665         | PROGRESSIVE BUSINESS PUBLICATI | 432.00          | 432.00                | 0152351709 4350       | Contract Admin Discret / Materials and Supplies Office       |
| I22R0666         | SOUTHWEST SCHOOL SUPPLY        | 289.63          | 289.63                | 0153050799 4350       | Business Administration DC / Materials and Supplies          |
| I22R0667         | PETTINICCHIO, SUSAN            | 507.61          | 507.61                | 0111612111 4310       | Donation Autism Commonwealth / Materials and Supplies        |
| I22R0668         | CONCOURSE ENTERTAINMENT        | 800.00          | 800.00                | 0132952101 5850       | Afr Schl Ed Sfty Grt Cohort 6 / Admission Fees               |
| I22R0669         | LONG BEACH AQUARIUM OF THE PAC | 750.00          | 750.00                | 0132952101 5850       | Afr Schl Ed Sfty Grt Cohort 6 / Admission Fees               |
| I22R0670         | ALDRIDGE, SYLVIA               | 288.88          | 288.88                | 0111626101 4310       | Donation Instr Rolling Hills / Materials and Supplies Instr  |
| I22R0671         | KENNELLY, DEBORAH              | 182.94          | 182.94                | 0181226101 4310       | Instr Mat Lottery Rolling Hill / Materials and Supplies Inst |
| I22R0672         | DEMAIO, DANIELLE               | 92.16           | 92.16                 | 0181226101 4310       | Instr Mat Lottery Rolling Hill / Materials and Supplies Inst |
| I22R0673         | DYER, JODY                     | 135.04          | 135.04                | 0181226101 4310       | Instr Mat Lottery Rolling Hill / Materials and Supplies Inst |

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|------------------|--------------------------------|-----------------|-----------------------|-----------------------|---|
| I22R0674         | DEMAIO, DANIELLE               | 49.00           | 49.00                 | 0181226101 4310       | Instr Mat Lottery Rolling Hill / Materials and Supplies Instr |
| I22R0675         | FRADY, GINGER                  | 71.76           | 71.76                 | 0130426109 4310       | Site Discr Instruction Rolling / Materials and Supplies Instr |
| I22R0676         | PHILLIPS, CARYL                | 54.80           | 54.80                 | 0181215101 4310       | Instr Mat Lottery Golden Hill / Materials and Supplies Instr  |
| I22R0677         | WESTERN PSYCHOLOGICAL SERVICES | 1,189.44        | 1,189.44              | 0124854101 4315       | Spec Ed Preschool Instr / Materials Test Kits Protocols       |
| I22R0678         | PAR INC                        | 193.52          | 193.52                | 0125354321 4315       | SpEd Section619 Psychological / Materials Test Kits           |
| I22R0679         | APPLE COMPUTER INC.            | 6,130.80        | 244.62                | 0111912101 4310       | Phelps Grant Commonwealth / Materials and Supplies Instr      |
|                  |                                |                 | 5,886.18              | 0121212101 4310       | Title I Commonwealth Instr / Materials and Supplies Instr     |
| I22R0680         | PRO ED                         | 481.08          | 481.08                | 0125554101 4310       | LEA Medi Cal Reimburse Speech / Materials and Supplies        |
| I22R0681         | LOMELI, ANITA                  | 353.46          | 239.50                | 0121212101 4310       | Title I Commonwealth Instr / Materials and Supplies Instr     |
|                  |                                |                 | 113.96                | 0130412109 4310       | Site Discr Instr Commonwealth / Materials and Supplies        |
| I22R0682         | LOMELI, ANITA                  | 34.88           | 34.88                 | 0121212101 4310       | Title I Commonwealth Instr / Materials and Supplies Instr     |
| I22R0683         | BREWER, KIM                    | 494.92          | 494.92                | 0111610101 4310       | Donation Instr Acacia / Materials and Supplies Instr          |
| I22R0684         | STOLO, CHRISTINE               | 90.00           | 90.00                 | 0181221101 4310       | Instr Mat Lottery Orangethorpe / Materials and Supplies       |
| I22R0685         | CHAVARIN, BRENDA               | 117.72          | 117.72                | 0181221101 4310       | Instr Mat Lottery Orangethorpe / Materials and Supplies       |
| I22R0686         | PAR INC                        | 998.92          | 492.68                | 0124854321 4315       | Spec Ed Preschool Psychologist / Materials Test Kits          |
|                  |                                |                 | 506.24                | 0125554201 4315       | LEA Medi Cal Reimb Psych Coord / Materials Test Kits          |
| I22R0687         | BROOKMAN, DANNA                | 295.72          | 295.72                | 0130215101 4310       | Econ Impact Aid Golden Hill / Materials and Supplies Instr    |
| I22R0688         | WESTERN PSYCHOLOGICAL SERVICES | 783.52          | 783.52                | 0124854321 4315       | Spec Ed Preschool Psychologist / Materials Test Kits          |
| I22R0689         | SULLIVAN, HAROLD               | 128.00          | 128.00                | 0111618101 4310       | Donation Instruction Laguna Rd / Materials and Supplies       |
| I22R0690         | NICHOLAS, ANN                  | 73.82           | 73.82                 | 0181218101 4310       | Instr Mat Lottery Laguna Instr / Materials and Supplies Instr |
| I22R0691         | OFFICE DEPOT BUSINESS SERVICE  | 330.26          | 330.26                | 0142054201 4350       | Special Ed Administration / Materials and Supplies Office     |
| I22R0692         | THEATREWORKS/USA               | 342.00          | 342.00                | 0111625101 5850       | Donation Instruction Richman / Admission Fees                 |
| I22R0693         | AEROMARK                       | 12.15           | 12.15                 | 0153050799 4350       | Business Administration DC / Materials and Supplies           |
| I22R0694         | APPLE COMPUTER INC.            | 1,230.96        | 1,230.96              | 0111626101 4310       | Donation Instr Rolling Hills / Materials and Supplies Instr   |
| I22R0695         | MISSION SAN JUAN CAPISTRANO    | 750.00          | 750.00                | 0111610101 5850       | Donation Instr Acacia / Admission Fees                        |

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|------------------|--------------------------------|-----------------|-----------------------|------------------------------------|---|
| I22R0696         | CREATIVE COOKBOOK COMPANY      | 1,920.00        | 1,920.00              | 0130417159 4310                    | Foods Ladera Vista / Materials and Supplies Instr   |
| I22R0697         | ENABLING DEVICES               | 426.55          | 426.55                | 0124754101 4310                    | Low Incidence Materials / Materials and Supplies Instr  |
| I22R0698         | WESTERN GRAPHIX                | 465.00          | 465.00                | 0130418109 5640                    | Site Discr Instr Laguna Road / Repairs by Vendors   |
| I22R0699         | MAX INTERACTIVE INC            | 10,800.00       | 10,800.00             | 0140955249 4310                    | Info Systems Serv Media DC / Materials and Supplies Instr   |
| I22R0700         | IRVINE RANCH OUTDOOR EDUCATION | 19,360.00       | 19,360.00             | 0130415109 4310                    | Site Discr Instruction Golden / Materials and Supplies Instr  |
| I22R0701         | IRVINE RANCH OUTDOOR EDUCATION | 1,000.00        | 1,000.00              | 0111611101 4310                    | Donation Instr Beechwood / Materials and Supplies Instr   |
| I22R0702         | ORANGE CNTY DEPARTMENT OF EDUC | 300.00          | 300.00                | 0111630101 4310                    | Donation Discretionary Fisler / Materials and Supplies Instr  |
| I22R0703         | COUNTY OF ORANGE               | 444.00          | 444.00                | 0111630101 4310                    | Donation Discretionary Fisler / Materials and Supplies Instr  |
| I22S0008         | ROCKWELL MEDICAL SUPPLY INC    | 655.02          | 655.02                | 0100000000 9320                    | Unrestricted / Stores   |
| I22S0009         | SUPPLY MASTER                  | 246.24          | 246.24                | 0100000000 9320                    | Unrestricted / Stores   |
| I22S0010         | SUPPLY MASTER                  | 125.28          | 125.28                | 0100000000 9320                    | Unrestricted / Stores   |
| I22S0011         | LIBERTY PAPER                  | 21,546.00       | 21,546.00             | 0100000000 9320                    | Unrestricted / Stores   |
| I22V0133         | LIGHTSPEED TECHNOLOGIES INC    | 22,910.39       | 18,000.00<br>4,910.39 | 0122421101 6410<br>0130221101 6410 | Title III Ltd Engr Orangethrpe / New Equip Less Than<br>Econ Impact Aid Orangeth Instr / New Equip Less Than    |
| I22V0134         | APPLE COMPUTER INC.            | 21,506.40       | 16,506.40<br>5,000.00 | 0111610101 6410<br>0122410101 6410 | Donation Instr Acacia / New Equip Less Than \$10,000<br>Title III Limited Engr Acacia / New Equip Less Than     |
| I22V0135         | STAPLES 0025724519             | 539.99          | 539.99                | 0110320109 6410                    | Reimburse Nicolas Disc / New Equip Less Than \$10,000   |
| I22V0136         | APPLE COMPUTER INC.            | 2,689.81        | 962.94<br>1,726.87    | 0140155239 4350<br>0140155239 6410 | Curriculum Development Discret / Materials and Supplies<br>Curriculum Development Discret / New Equip Less Than |
| I22V0137         | APPLE COMPUTER INC.            | 3,248.76        | 3,248.76              | 0140955249 6410                    | Info Systems Serv Media DC / New Equip Less Than  |
| I22V0138         | DYNAMISM INC                   | 3,427.08        | 597.24<br>2,829.84    | 0140955249 4350<br>0140955249 6410 | Info Systems Serv Media DC / Materials and Supplies<br>Info Systems Serv Media DC / New Equip Less Than         |
| I22V0139         | APPLE COMPUTER INC.            | 1,405.84        | 1,405.84              | 0152657719 6450                    | Superintendent Discret / Repl Equip Less Than \$10,000  |
| I22V0140         | DICK BLICK ART MATERIALS       | 1,837.08        | 1,837.08              | 0141655101 6410                    | Fine Arts Donations Instr / New Equip Less Than \$10,000  |
| I22V0141         | APPLE COMPUTER INC.            | 628.32          | 3.00                  | 1208555101 4310                    | Fee Based Childcare Admin / Materials and Supplies Instr  |

**FULLERTON ELEMENTARY  
PURCHASE ORDER DETAIL REPORT  
BOARD OF TRUSTEES MEETING 02/17/2015**

FROM 12/19/2014 TO 01/29/2015

| <u>PO NUMBER</u> | <u>VENDOR</u>                | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u>                         |
|------------------|------------------------------|-----------------|-----------------------|-----------------------|--|
| I22V0141         | *** CONTINUED ***            |                 |                       |                       |  |
|                  |                              |                 | 625.32                | 1208555271 6410       | Fee Based Childcare Admin / New Equip Less Than            |
| I22V0142         | VERIZON WIRELESS             | 791.63          | 791.63                | 0153353819 6450       | Plant Maintenance DC / Repl Equip Less Than \$10,000       |
| I22V0143         | GOV CONNECTION               | 21,884.69       | 21,884.69             | 0109418102 6410       | Foundation Instr Laguna Road / New Equip Less Than         |
| I22V0144         | AMAZON.COM                   | 1,618.92        | 540.00                | 0140155239 4350       | Curriculum Development Discret / Materials and Supplies    |
|                  |                              |                 | 1,078.92              | 0140155239 6410       | Curriculum Development Discret / New Equip Less Than       |
| I22V0145         | APPLE COMPUTER INC.          | 17,412.12       | 17,412.12             | 0121222101 6410       | Title I Pacific Drive Instr / New Equip Less Than \$10,000 |
| I22V0146         | APPLE COMPUTER INC.          | 1,113.24        | 31.32                 | 0121220101 4310       | Title I Nicolas Instruction / Materials and Supplies Instr |
|                  |                              |                 | 1,081.92              | 0121220101 6410       | Title I Nicolas Instruction / New Equip Less Than \$10,000 |
| I22V0147         | JONES-CAMPBELL COMPANY INC   | 1,468.80        | 1,468.80              | 1453318819 4363       | Deferred Maint Laguna Road / Materials and Supplies        |
| I22V0148         | PINNACLE RADIO INC           | 14,759.28       | 4,093.58              | 8152451741 4350       | Property and Liability / Materials and Supplies Office     |
|                  |                              |                 | 5,220.00              | 8152451741 5899       | Property and Liability / Other Expenses                    |
|                  |                              |                 | 5,445.70              | 8152451741 6410       | Property and Liability / New Equip Less Than \$10,000      |
| I22X0326         | THOMPSON, RYAN AND GRISELDA  | 500.00          | 500.00                | 0142054261 5220       | Spec Ed Parent Participation / Mileage                     |
| I22X0327         | CSU FULLERTON                | 5,000.00        | 5,000.00              | 0151955769 5860       | Copy Center Discretionary / Printing Outside Vendor        |
| I22X0328         | ARMSTRONG, NEDA MAE          | 6,900.00        | 6,900.00              | 0141555109 5805       | Fine Arts Resource Instr / Consultants                     |
| I22X0329         | NELSON, HANNAH ENGLAND       | 1,000.00        | 1,000.00              | 0141555109 5805       | Fine Arts Resource Instr / Consultants                     |
| I22X0330         | TARAS MD, HOWARD             | 4,800.00        | 4,800.00              | 0171054101 5805       | Outside Services NPA NPS / Consultants                     |
| I22X0331         | SOUTHWEST SCHOOL SUPPLY      | 300.00          | 300.00                | 0153150759 4350       | Warehouse DC / Materials and Supplies Office               |
| I22X0332         | SUSAN SIMMONS AND ASSOCIATES | 5,000.00        | 5,000.00              | 0171054101 5805       | Outside Services NPA NPS / Consultants                     |
| I22X0333         | BEACON DAY SCHOOL            | 50,000.00       | 25,000.00             | 0171054101 5100       | Outside Services NPA NPS / Subagreements for Services      |
|                  |                              |                 | 25,000.00             | 0171054101 5865       | Outside Services NPA NPS / Nonpublic School Services       |
| I22X0334         | WESTERN GRAPHIX              | 1,760.00        | 1,000.00              | 0151955769 4350       | Copy Center Discretionary / Materials and Supplies Office  |
|                  |                              |                 | 760.00                | 0151955769 5640       | Copy Center Discretionary / Repairs by Vendors             |
| I22X0335         | VERIZON WIRELESS             | 1,000.00        | 1,000.00              | 0152151749 5900       | Personnel Serv Certificated DC / Communications            |
| I22Y0049         | BABCOCK AND SONS, EDWARD S   | 600.00          | 600.00                | 0156556369 5640       | Home to Sch Transportation DC / Repairs by Vendors         |



**FULLERTON ELEMENTARY  
PURCHASE ORDER DETAIL REPORT  
BOARD OF TRUSTEES MEETING 02/17/2015**

FROM 12/19/2014 TO 01/29/2015

| <u>PO<br/>NUMBER</u> | <u>VENDOR</u> | <u>PO<br/>TOTAL</u>                     | <u>ACCOUNT<br/>AMOUNT</u> | <u>ACCOUNT<br/>NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|----------------------|---------------|---|---------------------------|---------------------------|------------------------------------|
|                      |               | Fund 01 Total:                          | 424,042.05                |                           |                                    |
|                      |               | Fund 12 Total:                          | 8,691.41                  |                           |                                    |
|                      |               | Fund 14 Total:                          | 17,814.92                 |                           |                                    |
|                      |               | Fund 25 Total:                          | 1,636.00                  |                           |                                    |
|                      |               | Fund 81 Total:                          | 15,359.28                 |                           |                                    |
|                      |               | <b>Total Amount of Purchase Orders:</b> | <b>467,543.66</b>         |                           |                                    |

CONSENT ITEM

**DATE:** February 17, 2015  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**PREPARED BY:** Kenyatta Turner, Director, Nutrition Services  
**SUBJECT:** APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS  
NUMBERED 170594 THROUGH 170727 FOR THE 2014/2015 SCHOOL  
YEAR

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated December 19, 2014 through January 29, 2015, contains purchase orders numbered 170594 through 170727 for the 2014/2015 school year totaling \$805,779.55. Purchase orders numbered 170623, 170638, and 170700 were voided.

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

Rationale: Purchase orders, one of several methods, are used by school districts to purchase goods and services and are generally accepted by merchants and contractors.

Funding: Nutrition Services Fund (13).

Recommendation: Approve/Ratify Nutrition Services purchase orders numbered 170594 through 170727 for the 2014/2015 school year.

SH:KT:ai  
Attachment

Schedule of Open / Out of Date Sequence/ Processed Food  
Commodity  
Purchase Order Report  
12-19-14 through 1-29-15

| Date   | Vendor   | PO Number | Category       | Amount               |
|--|--|-----------|----------------|----------------------|
| <b>Open Purchase Orders</b>                  |  |           |                |                      |
| <b>Amount Not To Exceed</b>                  |  |           |                |                      |
| 12/19/2014                                   | Hollandia Dairy  | 170598    | Dairy Products | 6,000.00             |
| 12/19/2014                                   | Hollandia Dairy  | 170599    | Dairy Products | 6,000.00             |
| 12/19/2014                                   | Hollandia Dairy  | 170600    | Dairy Products | 6,000.00             |
| 12/19/2014                                   | Hollandia Dairy  | 170601    | Dairy Products | 6,000.00             |
| 12/19/2014                                   | Hollandia Dairy  | 170602    | Dairy Products | 6,000.00             |
| 12/19/2014                                   | Hollandia Dairy  | 170603    | Dairy Products | 6,000.00             |
| 12/19/2014                                   | Hollandia Dairy  | 170604    | Dairy Products | 6,000.00             |
| 12/19/2014                                   | Hollandia Dairy  | 170605    | Dairy Products | 6,000.00             |
| 12/19/2014                                   | Hollandia Dairy  | 170606    | Dairy Products | 6,000.00             |
| 12/19/2014                                   | Hollandia Dairy  | 170607    | Dairy Products | 6,000.00             |
| 12/19/2014                                   | Hollandia Dairy  | 170608    | Dairy Products | 6,000.00             |
| 12/19/2014                                   | Hollandia Dairy  | 170609    | Dairy Products | 6,000.00             |
| 12/19/2014                                   | Hollandia Dairy  | 170610    | Dairy Products | 6,000.00             |
| 12/19/2014                                   | Hollandia Dairy  | 170611    | Dairy Products | 6,000.00             |
| 12/19/2014                                   | Hollandia Dairy  | 170612    | Dairy Products | 6,000.00             |
| 12/19/2014                                   | Hollandia Dairy  | 170613    | Dairy Products | 6,000.00             |
| 12/19/2014                                   | Hollandia Dairy  | 170614    | Dairy Products | 6,000.00             |
| 12/19/2014                                   | Hollandia Dairy  | 170615    | Dairy Products | 6,000.00             |
|  | TOTAL OPEN PURCHASE ORDERS                                 |           |                | 108,000.00           |
| <b>Processed Food &amp; Commodity P.O.'s</b> |  |           |                |                      |
| <b>NONE</b>                                  |  |           |                |                      |
|  | Total OPEN Purchase Orders (from this page & pages 2 & 3 ) |           |                | \$ 462,000.00        |
|  | Total Purchase Orders Out of Date Sequence                 |           |                | -                    |
|  | Total Processed Food & Commodity P.O.'s                    |           |                | -                    |
|  | Total Purchase Orders from Purchase Order Detail Report    |           |                | 343,779.55           |
|  | <b>TOTAL PURCHASE ORDERS</b>                               |           |                | <b>\$ 805,779.55</b> |

Schedule of Open / Out of Date Sequence/ Processed Food  
Commodity  
Purchase Order Report  
12-19-14 through 1-29-15

| Date       | Vendor                                     | PO Number | Category        | Amount               |
|------------|--|-----------|-----------------|----------------------|
|            | <b>Open Purchase Orders</b>                |           |                 |                      |
|            | <b>Amount Not To Exceed</b>                |           |                 |                      |
| 12/19/2014 | Hollandia Dairy                            | 170616    | Dairy Products  | 6,000.00             |
| 12/19/2014 | Hollandia Dairy                            | 170617    | Dairy Products  | 6,000.00             |
| 12/19/2014 | Hollandia Dairy                            | 170618    | Dairy Products  | 6,000.00             |
| 12/19/2014 | Hollandia Dairy                            | 170619    | Dairy Products  | 15,000.00            |
| 1/5/2015   | Papa John's Pizza                          | 170628    | Food            | 10,000.00            |
| 1/5/2015   | Papa John's Pizza                          | 170629    | Food            | 10,000.00            |
| 1/5/2015   | Papa John's Pizza                          | 170630    | Food            | 10,000.00            |
| 1/5/2015   | Papa John's Pizza                          | 170631    | Food            | 10,000.00            |
| 1/5/2015   | Papa John's Pizza                          | 170632    | Food            | 10,000.00            |
| 1/5/2015   | Papa John's Pizza                          | 170633    | Food            | 35,000.00            |
| 1/5/2015   | Papa John's Pizza                          | 170634    | Food            | 30,000.00            |
| 1/5/2015   | Gold Star Foods Inc.                       | 170639    | Bakery Products | 25,000.00            |
| 1/5/2015   | P & R Paper Supply Co.                     | 170640    | Supplies        | 40,000.00            |
| 1/28/2015  | Hollandia Dairy                            | 170701    | Dairy Products  | 6,000.00             |
| 1/28/2015  | Hollandia Dairy                            | 170702    | Dairy Products  | 6,000.00             |
| 1/28/2015  | Hollandia Dairy                            | 170703    | Dairy Products  | 6,000.00             |
| 1/28/2015  | Hollandia Dairy                            | 170704    | Dairy Products  | 6,000.00             |
| 1/28/2015  | Hollandia Dairy                            | 170705    | Dairy Products  | 6,000.00             |
| 1/28/2015  | Hollandia Dairy                            | 170706    | Dairy Products  | 6,000.00             |
| 1/28/2015  | Hollandia Dairy                            | 170707    | Dairy Products  | 6,000.00             |
| 1/28/2015  | Hollandia Dairy                            | 170708    | Dairy Products  | 6,000.00             |
| 1/28/2015  | Hollandia Dairy                            | 170709    | Dairy Products  | 6,000.00             |
| 1/28/2015  | Hollandia Dairy                            | 170710    | Dairy Products  | 6,000.00             |
| 1/28/2015  | Hollandia Dairy                            | 170711    | Dairy Products  | 6,000.00             |
| 1/28/2015  | Hollandia Dairy                            | 170712    | Dairy Products  | 6,000.00             |
| 1/28/2015  | Hollandia Dairy                            | 170713    | Dairy Products  | 6,000.00             |
| 1/28/2015  | Hollandia Dairy                            | 170714    | Dairy Products  | 6,000.00             |
| 1/28/2015  | Hollandia Dairy                            | 170715    | Dairy Products  | 6,000.00             |
|            | <b>TOTAL OPEN PURCHASE ORDERS (Page 2)</b> |           |                 | <b>\$ 303,000.00</b> |

Schedule of Open / Out of Date Sequence/ Processed Food  
Commodity  
Purchase Order Report  
12-19-14 through 01-29-15

| Date                                       | Vendor          | PO Number | Category       | Amount              |
|--|-----------------|-----------|----------------|---------------------|
| <b>Open Purchase Orders</b>                |                 |           |                |                     |
| <b>Amount Not To Exceed</b>                |                 |           |                |                     |
|  |                 |           |                |                     |
| 1/28/2015                                  | Hollandia Dairy | 170716    | Dairy Products | 6,000.00            |
| 1/28/2015                                  | Hollandia Dairy | 170717    | Dairy Products | 6,000.00            |
| 1/28/2015                                  | Hollandia Dairy | 170718    | Dairy Products | 6,000.00            |
| 1/28/2015                                  | Hollandia Dairy | 170719    | Dairy Products | 6,000.00            |
| 1/28/2015                                  | Hollandia Dairy | 170720    | Dairy Products | 6,000.00            |
| 1/28/2015                                  | Hollandia Dairy | 170722    | Dairy Products | 6,000.00            |
| 1/28/2015                                  | Hollandia Dairy | 170723    | Dairy Products | 15,000.00           |
|  |                 |           |                |                     |
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|  |                 |           |                |                     |
|  |                 |           |                |                     |
|  |                 |           |                |                     |
| <b>TOTAL OPEN PURCHASE ORDERS (Page 3)</b> |                 |           |                | <b>\$ 51,000.00</b> |

# Purchase Orders - Detail

1/29/2015 9:16:38 AM

## Fullerton School District

Show all data where the Order Date is between 12/19/2014 and 1/29/2015

| Vendor Name                    | PO No. | P.O. Date  | Date Needed  | Revised | Needed Date | Account No.          | Use Vendor Numbers       |
|--------------------------------|--------|------------|--|---------|-------------|----------------------|--------------------------|
| So. CA School Nutrition Assoc. | 170660 | 1/13/2015  | 1/13/2015  |         |             |                      | <input type="checkbox"/> |
| Qty                            | Unit   | Item No.   | Description  |         |             | Unit Cost            | Extended Cost            |
| 1                              | ea     | 1          | Pre-Registration - Tracey Zoleta                   |         |             | \$55.0000            | \$55.00                  |
|                                |        |            |  |         |             | <b>Sales Tax:</b>    | \$0.00                   |
|                                |        |            |  |         |             | <b>P.O. Total:</b>   | \$55.00                  |
|                                |        |            |  |         |             | <b>Vendor Total:</b> | \$55.00                  |
|                                |        |            |  |         |             |                      | ^                        |
| Le Chef Bakery                 | 170695 | 1/27/2015  | 1/29/2015  |         |             |                      | <input type="checkbox"/> |
| Qty                            | Unit   | Item No.   | Description  |         |             | Unit Cost            | Extended Cost            |
| 8                              | pack   | 1          | BRB001-24, Scone, Assort Triangle, 2oz/24          |         |             | \$18.3200            | \$146.56                 |
| 16                             | pack   | 2          | BBGASST-PBC-12-SLICED-TS Bagels Assort, 4oz        |         |             | \$7.4300             | \$118.88                 |
| 6                              | pack   | 3          | BRBTEAASST-PET-35TS, Petit Tea Bread Assort        |         |             | \$18.6100            | \$111.66                 |
| 10                             | pack   | 4          | BRB010-12TS, Bunn, Cinnamon, Baked, 2.5oz          |         |             | \$8.1900             | \$81.90                  |
| 6                              | pack   | 5          | DAB001-12TS, Twist Danish, Med Assort, 2oz         |         |             | \$7.6800             | \$46.08                  |
|                                |        |            |  |         |             | <b>Sales Tax:</b>    | \$0.00                   |
|                                |        |            |  |         |             | <b>P.O. Total:</b>   | \$505.08                 |
|                                |        |            |  |         |             | <b>Vendor Total:</b> | \$505.08                 |
|                                |        |            |  |         |             |                      | ^                        |
| Fullerton School District      | 170621 | 12/29/2014 | 1/31/2015  |         |             |                      | <input type="checkbox"/> |
| Qty                            | Unit   | Item No.   | Description  |         |             | Unit Cost            | Extended Cost            |
| 1                              | ea     | 1          | Estimated Payroll per January Bitech Report        |         |             | 200,000.0000         | \$200,000.00             |
| 1                              | ea     | 2          | Estimated Dist. Exp. per January Bitech Repor      |         |             | \$20,000.0000        | \$20,000.00              |
|                                |        |            |  |         |             | <b>Sales Tax:</b>    | \$0.00                   |
|                                |        |            |  |         |             | <b>P.O. Total:</b>   | \$220,000.00             |
|                                |        |            |  |         |             | <b>Vendor Total:</b> | \$220,000.00             |
|                                |        |            |  |         |             |                      | ^                        |
| Otis Spunkmeyer, Inc.          | 170659 | 1/12/2015  | 1/12/2015  |         |             |                      | <input type="checkbox"/> |
| Qty                            | Unit   | Item No.   | Description  |         |             | Unit Cost            | Extended Cost            |
| 8                              | case   | 7541       | Cookie Choc Chip #58900 160/2 oz./cs               |         |             | \$71.2600            | \$570.08                 |
| 5                              | case   | 7542       | Cookie Oatmeal Raisin #58903 160/2 oz./cs          |         |             | \$71.2600            | \$356.30                 |
| 3                              | case   | 7543       | Cookie Peanut Butter #58905 160/2 oz./cs           |         |             | \$49.2200            | \$147.66                 |
| 5                              | case   | 7544       | Cookie Wte Choc Mac Nt #58907 160/2 oz./cs         |         |             | \$52.2000            | \$261.00                 |
| 3                              | case   | 7660       | Cookie Sugar #58904 160/2 oz./cs                   |         |             | \$71.2600            | \$213.78                 |
| 5                              | case   | 7678       | Cookie Dbl Choc Otis#58901 160/2oz/case            |         |             | \$71.2600            | \$356.30                 |
|                                |        |            |  |         |             | <b>Sales Tax:</b>    | \$0.00                   |
|                                |        |            |  |         |             | <b>P.O. Total:</b>   | \$1,905.12               |
|                                |        |            |  |         |             | <b>Vendor Total:</b> | \$1,905.12               |
|                                |        |            |  |         |             |                      | ^                        |
| Gold Star Foods Inc.           | 170594 | 12/19/2014 | 1/16/2015  |         |             |                      | <input type="checkbox"/> |
| Qty                            | Unit   | Item No.   | Description  |         |             | Unit Cost            | Extended Cost            |
| 18                             | cs     | 57050      | Beef Crumble, GS# 401835 40# Integrated #C3200013  |         |             | \$47.2600            | \$850.68                 |
| 42                             | case   | 30347      | Roll,Dinner,WhleGrainGS#102184 Shannons 1oz-120/cs |         |             | \$23.3000            | \$978.60                 |
| 129                            | case   | 55261      | Fish Sticks, Baja GS#403690 1/10# Trident Seafood  |         |             | \$17.5138            | \$2,259.28               |
| 36                             | case   | 40101      | Potato Rounds* #0215 Lamb Wesson 6/5#              |         |             | \$12.9594            | \$466.54                 |

# Purchase Orders - Detail

1/29/2015 9:16:38 AM

## Fullerton School District

Show all data where the Order Date is between 12/19/2014 and 1/29/2015

| Vendor Name                 | PO No.        | P.O. Date         | Date Needed  | Revised | Needed Date | Account No. | Use Vendor Numbers       |
|-----------------------------|---------------|-------------------|--|---------|-------------|-------------|--------------------------|
| <b>Gold Star Foods Inc.</b> | <b>170594</b> | <b>12/19/2014</b> | <b>1/16/2015</b>                                   |         |             |             | <input type="checkbox"/> |
| Qty                         | Unit          | Item No.          | Description  |         |             | Unit Cost   | Extended Cost            |
| 41                          | case          | 55019             | Chicken Nugget, WG Tyson GS#401628 144ct           |         |             | \$35.4700   | \$1,454.27               |
| 40                          | case          | 40126             | Potato,GS#401230 Fry, McCain#MCF03762 6/5#         |         |             | \$16.7095   | \$668.38                 |
| 13                          | case          | 8024              | Cheez-Its, WG GS#203137 Kelloggs 175 ct/.75oz.     |         |             | \$35.6100   | \$462.93                 |
| 29                          | case          | 7682              | Cookie,Choc Belly Bear,Whole Grm J&J 200's         |         |             | \$33.6400   | \$975.56                 |
| <b>Sales Tax:</b>           |               |                   |  |         |             |             | \$0.00                   |
| <b>P.O. Total:</b>          |               |                   |  |         |             |             | \$8,116.24               |
|                             |               |                   |  |         |             |             | <input type="checkbox"/> |
| <b>Gold Star Foods Inc.</b> | <b>170595</b> | <b>12/19/2014</b> | <b>1/16/2015</b>                                   |         |             |             | <input type="checkbox"/> |
| Qty                         | Unit          | Item No.          | Description  |         |             | Unit Cost   | Extended Cost            |
| 21                          | cs            | 1                 | GS# 202973, Graham, Strawberry, J&J, 200ct         |         |             | \$33.6400   | \$706.44                 |
| 22                          | cs            | 2                 | GS# 403927, Chicken Kung Pao, Chefs Corner         |         |             | \$99.6000   | \$2,191.20               |
| <b>Sales Tax:</b>           |               |                   |  |         |             |             | \$0.00                   |
| <b>P.O. Total:</b>          |               |                   |  |         |             |             | \$2,897.64               |
|                             |               |                   |  |         |             |             | <input type="checkbox"/> |
| <b>Gold Star Foods Inc.</b> | <b>170596</b> | <b>12/19/2014</b> | <b>1/23/2015</b>                                   |         |             |             | <input type="checkbox"/> |
| Qty                         | Unit          | Item No.          | Description  |         |             | Unit Cost   | Extended Cost            |
| 44                          | cs            | 1                 | GS# 402045, Quesadilla, Twice Grilled, 100ct       |         |             | \$51.9203   | \$2,284.49               |
| 28                          | cs            | 2                 | GS# 100312, Taco Shell, 6inch,                     |         |             | \$13.4700   | \$377.16                 |
| <b>Sales Tax:</b>           |               |                   |  |         |             |             | \$0.00                   |
| <b>P.O. Total:</b>          |               |                   |  |         |             |             | \$2,661.65               |
|                             |               |                   |  |         |             |             | <input type="checkbox"/> |
| <b>Gold Star Foods Inc.</b> | <b>170597</b> | <b>12/19/2014</b> | <b>1/23/2015</b>                                   |         |             |             | <input type="checkbox"/> |
| Qty                         | Unit          | Item No.          | Description  |         |             | Unit Cost   | Extended Cost            |
| 56                          | case          | 7003              | Cracker, Jungle J&J Whole Grain 200/1oz/cs         |         |             | \$26.7000   | \$1,495.20               |
| 38                          | case          | 56029             | Turkey,TacoMeat Jennie-O#2856-28 4/7lb. (W&D)      |         |             | \$42.7527   | \$1,624.60               |
| 59                          | case          | 56506             | Mac & Cheese RF whole grain, LOL#43277 6/5#bg/case |         |             | \$40.8300   | \$2,408.97               |
| <b>Sales Tax:</b>           |               |                   |  |         |             |             | \$0.00                   |
| <b>P.O. Total:</b>          |               |                   |  |         |             |             | \$5,528.77               |
|                             |               |                   |  |         |             |             | <input type="checkbox"/> |
| <b>Gold Star Foods Inc.</b> | <b>170624</b> | <b>1/5/2015</b>   | <b>1/8/2015</b>                                    |         |             |             | <input type="checkbox"/> |
| Qty                         | Unit          | Item No.          | Description  |         |             | Unit Cost   | Extended Cost            |
| 3                           | case          | 11102             | Juice,SpkIng,StrwbryKiwi GS#202569 24 Ct. Envoy    |         |             | \$14.7200   | \$44.16                  |
| 3                           | case          | 11103             | Juice,SprkIng,AcaiBerryGS#202565 24 Ct. Envoy      |         |             | \$14.7200   | \$44.16                  |
| 2                           | case          | 7007              | Bar,NutriGrn,Strwbry 3ea/16box/case GS#201260      |         |             | \$19.8500   | \$39.70                  |
| 1                           | cs            | 3058              | Rice Krispies,Brown GS#134482 100 Ct.              |         |             | \$30.9200   | \$30.92                  |
| 3                           | case          | 8266              | Chips, Lays Baked SC&O 64-1.125oz.                 |         |             | \$27.8600   | \$83.58                  |
| <b>Sales Tax:</b>           |               |                   |  |         |             |             | \$0.00                   |
| <b>P.O. Total:</b>          |               |                   |  |         |             |             | \$242.52                 |
|                             |               |                   |  |         |             |             | <input type="checkbox"/> |
| <b>Gold Star Foods Inc.</b> | <b>170625</b> | <b>1/5/2015</b>   | <b>1/8/2015</b>                                    |         |             |             | <input type="checkbox"/> |
| Qty                         | Unit          | Item No.          | Description  |         |             | Unit Cost   | Extended Cost            |
| 5                           | case          | 11047             | Water, Bottled Pure Life 24/16.9oz GS#201670       |         |             | \$4.2700    | \$21.35                  |
| 4                           | case          | 11101             | Juice,Naked GS#303536 StrawBan 8Ct.                |         |             | \$13.0400   | \$52.16                  |
| 6                           | case          | 11085             | Juice, Grape Welch's 24/11.5oz./case GS#202444     |         |             | \$13.5000   | \$81.00                  |
| 6                           | case          | 11077             | Juice, Apple Welch's 24/11.5oz./case GS#202446     |         |             | \$13.5000   | \$81.00                  |
| 2                           | case          | 8201              | Popcorn, Cheddar GS#203330 72 Ct.                  |         |             | \$21.5200   | \$43.04                  |
| 5                           | Case          | 8259              | Chips, HotPuffs Cheetos GS#203210 72 ct.           |         |             | \$21.5200   | \$107.60                 |
| 2                           | case          | 8266              | Chips, Lays Baked SC&O 64-1.125oz.                 |         |             | \$27.8600   | \$55.72                  |
| <b>Sales Tax:</b>           |               |                   |  |         |             |             | \$0.00                   |
| <b>P.O. Total:</b>          |               |                   |  |         |             |             | \$441.87                 |
|                             |               |                   |  |         |             |             | <input type="checkbox"/> |
| <b>Gold Star Foods Inc.</b> | <b>170626</b> | <b>1/5/2015</b>   | <b>1/8/2015</b>                                    |         |             |             | <input type="checkbox"/> |
| Qty                         | Unit          | Item No.          | Description  |         |             | Unit Cost   | Extended Cost            |
| 4                           | case          | 11102             | Juice,SpkIng,StrwbryKiwi GS#202569 24 Ct. Envoy    |         |             | \$14.7200   | \$58.88                  |
| 6                           | case          | 11077             | Juice, Apple Welch's 24/11.5oz./case GS#202446     |         |             | \$13.5000   | \$81.00                  |

# Purchase Orders - Detail

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## Fullerton School District

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| Vendor Name          | PO No. | P.O. Date | Date Needed                                   | Revised   | Needed Date   | Account No. | Use Vendor Numbers       |
|----------------------|--------|-----------|---|-----------|---------------|-------------|--------------------------|
| Gold Star Foods Inc. | 170626 | 1/5/2015  | 1/8/2015                                      |           |               |             | <input type="checkbox"/> |
| Qty                  | Unit   | Item No.  | Description                                   | Unit Cost | Extended Cost |             |                          |
| 1                    | case   | 8008      | Corn Nuts B.B.Q., GS#201362 144 Ct.           | \$48.4700 | \$48.47       |             |                          |
| 6                    | case   | 7226      | Brownie, WG LF GS#134564 96 Ct.               | \$35.8000 | \$214.80      |             |                          |
| 1                    | case   | 8024      | Cheez-Its, WG GS#203137 Kelloggs 175 ct/.75oz | \$35.6100 | \$35.61       |             |                          |
| 1                    | case   | 7007      | Bar,NutriGrn,Strwbry 3ea/16box/case GS#201260 | \$19.8500 | \$19.85       |             |                          |

Sales Tax: \$0.00  
P.O. Total: \$458.61

| Vendor Name          | PO No. | P.O. Date | Date Needed                                    | Revised   | Needed Date   | Account No. | Use Vendor Numbers       |
|----------------------|--------|-----------|--|-----------|---------------|-------------|--------------------------|
| Gold Star Foods Inc. | 170627 | 1/5/2015  | 1/8/2015                                       |           |               |             | <input type="checkbox"/> |
| Qty                  | Unit   | Item No.  | Description                                    | Unit Cost | Extended Cost |             |                          |
| 10                   | case   | 11047     | Water, Bottled Pure Life 24/16.9oz GS#201670   | \$4.2700  | \$42.70       |             |                          |
| 12                   | case   | 11103     | Juice,Sprklng,AcaiBerryGS#202565 24 Ct. Envy   | \$14.7200 | \$176.64      |             |                          |
| 5                    | case   | 11101     | Juice,Naked GS#303536 StrawBan 8Ct.            | \$13.0400 | \$65.20       |             |                          |
| 2                    | case   | 11085     | Juice, Grape Welch's 24/11.5oz./case GS#202444 | \$13.5000 | \$27.00       |             |                          |
| 6                    | case   | 11077     | Juice, Apple Welch's 24/11.5oz./case GS#202446 | \$13.5000 | \$81.00       |             |                          |
| 1                    | case   | 8202      | Sunflower Kernals, GS#200452 Honey 150 Ct.     | \$30.0000 | \$30.00       |             |                          |
| 2                    | case   | 8201      | Popeom, Cheddar GS#203330 72 Ct.               | \$21.5200 | \$43.04       |             |                          |
| 10                   | Case   | 8259      | Chips, HotPuffs Cheetos GS#203210 72 ct.       | \$21.5200 | \$215.20      |             |                          |
| 2                    | case   | 8008      | Corn Nuts B.B.Q., GS#201362 144 Ct.            | \$48.4700 | \$96.94       |             |                          |
| 2                    | case   | 8024      | Cheez-Its, WG GS#203137 Kelloggs 175 ct/.75oz  | \$35.6100 | \$71.22       |             |                          |
| 2                    | case   | 7226      | Brownie, WG LF GS#134564 96 Ct.                | \$35.8000 | \$71.60       |             |                          |
| 6                    | case   | 8266      | Chips, Lays Baked SC&O 64-1.125oz.             | \$27.8600 | \$167.16      |             |                          |

Sales Tax: \$0.00  
P.O. Total: \$1,087.70

| Vendor Name          | PO No. | P.O. Date | Date Needed                                  | Revised   | Needed Date   | Account No. | Use Vendor Numbers       |
|----------------------|--------|-----------|--|-----------|---------------|-------------|--------------------------|
| Gold Star Foods Inc. | 170639 | 1/5/2015  | 6/30/2015                                    |           |               |             | <input type="checkbox"/> |
| Qty                  | Unit   | Item No.  | Description                                  | Unit Cost | Extended Cost |             |                          |
| 50                   | ea     | 998015    | Bread, Sourdough, Stub, Sliced, 1.5# (1499)  | \$2.0500  | \$102.50      |             |                          |
| 2000                 | ea     | 998063    | Bread, Whole Grain Sandwich #352             | \$1.5800  | \$3,160.00    |             |                          |
| 50                   | cs     | 998057    | Bread, Wheat/Gluten-free Rice, sliced #163C6 | \$26.6700 | \$1,333.50    |             |                          |
| 10                   | pk     | 998058    | Breadstick, Whole Grain #3680                | \$2.3700  | \$23.70       |             |                          |
| 10                   | Doz    | 998003    | Bun, Hamburger 51% WG 12/3.5" #2172          | \$1.5100  | \$15.10       |             |                          |
| 10                   | pk     | 998070    | Bun, Burger mini Wheat 2.5" #2198            | \$2.9800  | \$29.80       |             |                          |
| 50                   | DZ     | 998074    | Bun, Hotdog 51% Whole Wheat, 6" #2179        | \$1.8800  | \$94.00       |             |                          |
| 10                   | pkg    | 998034    | Roll, Dinner WholeGrain 2oz. 12/pk           | \$1.7400  | \$17.40       |             |                          |
| 10                   | Pk     | 998039    | Roll, Hawaiian Dinner #3130                  | \$1.6600  | \$16.60       |             |                          |
| 10                   | pk     | 998076    | Bagel, Cinn-Raisin WG sliced 6/3oz #29653    | \$2.2300  | \$22.30       |             |                          |
| 10                   | pk     | 998091    | Danish, Apple/Cinn IW #1721                  | \$11.7800 | \$117.80      |             |                          |
| 10                   | pk     | 998092    | Danish, Cheese IW #641                       | \$11.7800 | \$117.80      |             |                          |
| 50                   | ca     | 998053    | Bread, Stone Ground Wheat #346               | \$2.4800  | \$124.00      |             |                          |
| 5000                 | DZ     | 998009    | Bun, hamburger 4"51% WWW 12/2.07oz#2176      | \$2.4900  | \$12,450.00   |             |                          |
| 10                   | each   | 998052    | Bread, Cottage Hearth Deli Rye #341          | \$2.0000  | \$20.00       |             |                          |
| 10                   | pk     | 998105    | Muffin, Assrtd, 12/4oz, 5024                 | \$8.6800  | \$86.80       |             |                          |
| 50                   | pk     | 998080    | Bagel, Gourmet Plain 6/pk, #29501            | \$3.5500  | \$177.50      |             |                          |
| 50                   | pk     | 998077    | Bagel, Gourmet Raisin unsliced, #29514       | \$3.4900  | \$174.50      |             |                          |
| 50                   | pk     | 998079    | Bagel, Gourmet Bibry unsliced, #29512        | \$3.4500  | \$172.50      |             |                          |
| 50                   | CS     | 998082    | Croissant, Baked Sliced 64/2oz#132102        | \$36.1400 | \$1,807.00    |             |                          |
| 50                   | TR     | 998018    | Croissant, Baked 12/3 oz #132092             | \$10.8900 | \$544.50      |             |                          |
| 50                   | DZ     | 998206    | Tortilla, Flour 12/14" #214550               | \$3.1600  | \$158.00      |             |                          |

Sales Tax: \$0.00  
P.O. Total: \$20,765.30

| Vendor Name          | PO No. | P.O. Date | Date Needed                                      | Revised   | Needed Date   | Account No. | Use Vendor Numbers       |
|----------------------|--------|-----------|--|-----------|---------------|-------------|--------------------------|
| Gold Star Foods Inc. | 170642 | 1/6/2015  | 1/9/2015   |           |               |             | <input type="checkbox"/> |
| Qty                  | Unit   | Item No.  | Description                                      | Unit Cost | Extended Cost |             |                          |
| 15                   | case   | 30310     | Pancakes, Strwbry GS#134266 72/3.53 oz.          | \$33.4700 | \$502.05      |             |                          |
| 12                   | case   | 54015     | Cheese,String Cmdy LOL,GS#401172,168/cs,MF#59701 | \$14.9600 | \$179.52      |             |                          |



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## Fullerton School District

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| Vendor Name          | PO No. | P.O. Date | Date Needed                                       | Revised Needed Date | Account No.   | Use Vendor Numbers            |
|----------------------|--------|-----------|---|---------------------|---------------|-------------------------------|
| Gold Star Foods Inc. | 170642 | 1/6/2015  | 1/9/2015  |                     |               | <input type="checkbox"/>      |
| Qty                  | Unit   | Item No.  | Description                                       | Unit Cost           | Extended Cost |                               |
|                      |        |           |   |                     |               | <b>Sales Tax:</b> \$0.00      |
|                      |        |           |   |                     |               | <b>P.O. Total:</b> \$681.57   |
| Gold Star Foods Inc. | 170643 | 1/6/2015  | 1/16/2015   |                     |               | <input type="checkbox"/>      |
| Qty                  | Unit   | Item No.  | Description                                       | Unit Cost           | Extended Cost |                               |
| 10                   | case   | 56103     | Muffin Top, GS#403285, Blueberry BV#63130 60ct.   | \$24.0790           | \$240.79      |                               |
| 10                   | case   | 56102     | Muffin Top, GS#403294, Apple Cin BV#63110 60 ct.  | \$24.8980           | \$248.98      |                               |
| 50                   | case   | 56110     | Muffin Top, ChocChip GS#403814 60/2.5 oz. B.Vista | \$24.9406           | \$1,247.03    |                               |
| 3                    | case   | 55201     | Toast, Egg/Chs/TrkyBacon GS#403950 120/2.64oz     | \$59.0167           | \$177.05      |                               |
| 9                    | case   | 56044     | Spaghetti, Beef GS#401074 6/5# JTM                | \$31.1500           | \$280.35      |                               |
|                      |        |           |   |                     |               | <b>Sales Tax:</b> \$0.00      |
|                      |        |           |   |                     |               | <b>P.O. Total:</b> \$2,194.20 |
| Gold Star Foods Inc. | 170644 | 1/7/2015  | 1/20/2015   |                     |               | <input type="checkbox"/>      |
| Qty                  | Unit   | Item No.  | Description                                       | Unit Cost           | Extended Cost |                               |
| 90                   | kit    | 1         | GS# 820970, HOTM kit, Spicy Grapefruit            | \$13.2000           | \$1,188.00    |                               |
|                      |        |           |   |                     |               | <b>Sales Tax:</b> \$0.00      |
|                      |        |           |   |                     |               | <b>P.O. Total:</b> \$1,188.00 |
| Gold Star Foods Inc. | 170646 | 1/7/2015  | 1/9/2015  |                     |               | <input type="checkbox"/>      |
| Qty                  | Unit   | Item No.  | Description                                       | Unit Cost           | Extended Cost |                               |
| 1                    | cs     | 1         | GS# 133743, Chix-Veg Potsticker, O'Tasty44717     | \$36.8900           | \$36.89       |                               |
|                      |        |           |   |                     |               | <b>Sales Tax:</b> \$0.00      |
|                      |        |           |   |                     |               | <b>P.O. Total:</b> \$36.89    |
| Gold Star Foods Inc. | 170649 | 1/9/2015  | 1/15/2015   |                     |               | <input type="checkbox"/>      |
| Qty                  | Unit   | Item No.  | Description                                       | Unit Cost           | Extended Cost |                               |
| 4                    | case   | 11047     | Water, Bottled Pure Life 24/16.9oz GS#201670      | \$4.2700            | \$17.08       |                               |
| 2                    | case   | 11102     | Juice,SpkIng,StrwbryKiwi GS#202569 24 Ct. Envy    | \$14.7200           | \$29.44       |                               |
| 2                    | case   | 11103     | Juice,SprkIng,AcaiBerryGS#202565 24 Ct. Envy      | \$14.7200           | \$29.44       |                               |
| 4                    | case   | 11101     | Juice,Naked GS#303536 StrawBan 8Ct.               | \$13.0400           | \$52.16       |                               |
| 2                    | case   | 11085     | Juice, Grape Welch's 24/11.5oz./case GS#202444    | \$13.5000           | \$27.00       |                               |
| 2                    | case   | 11077     | Juice, Apple Welch's 24/11.5oz./case GS#202446    | \$13.5000           | \$27.00       |                               |
| 2                    | case   | 8133      | Chips,Doritos WG Ranch GS#200724 72 Ct.           | \$21.5200           | \$43.04       |                               |
| 2                    | Case   | 8259      | Chips, HotPuffs Cheetos GS#203210 72 ct.          | \$21.5200           | \$43.04       |                               |
| 2                    | case   | 7226      | Brownie, WG LF GS#134564 96 Ct.                   | \$35.8000           | \$71.60       |                               |
| 1                    | case   | 7007      | Bar,NutriGrn,Strwbry 3ea/16box/case GS#201260     | \$19.8500           | \$19.85       |                               |
| 1                    | case   | 8133      | Chips,Doritos WG Ranch GS#200724 72 Ct.           | \$21.5200           | \$21.52       |                               |
|                      |        |           |   |                     |               | <b>Sales Tax:</b> \$0.00      |
|                      |        |           |   |                     |               | <b>P.O. Total:</b> \$381.17   |
| Gold Star Foods Inc. | 170650 | 1/9/2015  | 1/15/2015   |                     |               | <input type="checkbox"/>      |
| Qty                  | Unit   | Item No.  | Description                                       | Unit Cost           | Extended Cost |                               |
| 6                    | case   | 11047     | Water, Bottled Pure Life 24/16.9oz GS#201670      | \$4.2700            | \$25.62       |                               |
| 3                    | case   | 11102     | Juice,SpkIng,StrwbryKiwi GS#202569 24 Ct. Envy    | \$14.7200           | \$44.16       |                               |
| 3                    | case   | 11103     | Juice,SprkIng,AcaiBerryGS#202565 24 Ct. Envy      | \$14.7200           | \$44.16       |                               |
| 12                   | case   | 11101     | Juice,Naked GS#303536 StrawBan 8Ct.               | \$13.0400           | \$156.48      |                               |
| 2                    | case   | 11085     | Juice, Grape Welch's 24/11.5oz./case GS#202444    | \$13.5000           | \$27.00       |                               |
| 4                    | case   | 11077     | Juice, Apple Welch's 24/11.5oz./case GS#202446    | \$13.5000           | \$54.00       |                               |
| 2                    | case   | 8133      | Chips,Doritos WG Ranch GS#200724 72 Ct.           | \$21.5200           | \$43.04       |                               |
|                      |        |           |   |                     |               | <b>Sales Tax:</b> \$0.00      |
|                      |        |           |   |                     |               | <b>P.O. Total:</b> \$394.46   |
| Gold Star Foods Inc. | 170651 | 1/9/2015  | 1/15/2015   |                     |               | <input type="checkbox"/>      |
| Qty                  | Unit   | Item No.  | Description                                       | Unit Cost           | Extended Cost |                               |

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| Vendor Name                 | PO No.        | P.O. Date        | Date Needed                                    | Revised   | Needed Date   | Account No.        | Use Vendor Numbers       |
|-----------------------------|---------------|------------------|--|-----------|---------------|--------------------|--------------------------|
| <b>Gold Star Foods Inc.</b> | <b>170651</b> | <b>1/9/2015</b>  | <b>1/15/2015</b>                               |           |               |                    | <input type="checkbox"/> |
| Qty                         | Unit          | Item No.         | Description                                    | Unit Cost | Extended Cost |                    |                          |
| 15                          | case          | 11047            | Water, Bottled Pure Life 24/16.9oz GS#201670   | \$4.2700  | \$64.05       |                    |                          |
| 4                           | case          | 11101            | Juice,Naked GS#303536 StrawBan 8Ct.            | \$13.0400 | \$52.16       |                    |                          |
| 2                           | case          | 11085            | Juice, Grape Welch's 24/11.5oz./case GS#202444 | \$13.5000 | \$27.00       |                    |                          |
| 4                           | case          | 11077            | Juice, Apple Welch's 24/11.5oz./case GS#202446 | \$13.5000 | \$54.00       |                    |                          |
| 1                           | case          | 8202             | Sunflower Kernals, GS#200452 Honey 150 Ct.     | \$30.0000 | \$30.00       |                    |                          |
| 4                           | case          | 8133             | Chips,Doritos WG Ranch GS#200724 72 Ct.        | \$21.5200 | \$86.08       |                    |                          |
| 10                          | Case          | 8259             | Chips, HotPuffs Cheetos GS#203210 72 ct.       | \$21.5200 | \$215.20      |                    |                          |
| 2                           | case          | 8008             | Corn Nuts B.B.Q., GS#201362 144 Ct.            | \$48.4700 | \$96.94       |                    |                          |
| 1                           | case          | 8024             | Cheez-Its, WG GS#203137 Kelloggs 175 ct./75oz  | \$35.6100 | \$35.61       |                    |                          |
| 2                           | case          | 7226             | Brownie, WG LF GS#134564 96 Ct.                | \$35.8000 | \$71.60       |                    |                          |
| 1                           | case          | 7007             | Bar,NutriGrn,Strwbny 3ea/16box/case GS#201260  | \$19.8500 | \$19.85       |                    |                          |
| 1                           | cs            | 3058             | Rice Krispies,Brown GS#134482 100 Ct.          | \$30.9200 | \$30.92       |                    |                          |
|                             |               |                  |  |           |               | <b>Sales Tax:</b>  | \$0.00                   |
|                             |               |                  |  |           |               | <b>P.O. Total:</b> | \$783.41                 |
|                             |               |                  |  |           |               |                    | <input type="checkbox"/> |
| <b>Gold Star Foods Inc.</b> | <b>170652</b> | <b>1/9/2015</b>  | <b>1/15/2015</b>                               |           |               |                    | <input type="checkbox"/> |
| Qty                         | Unit          | Item No.         | Description                                    | Unit Cost | Extended Cost |                    |                          |
| 6                           | case          | 11047            | Water, Bottled Pure Life 24/16.9oz GS#201670   | \$4.2700  | \$25.62       |                    |                          |
| 3                           | case          | 11103            | Juice,Sprklng,AcaiBerryGS#202565 24 Ct. Envy   | \$14.7200 | \$44.16       |                    |                          |
| 2                           | case          | 11101            | Juice,Naked GS#303536 StrawBan 8Ct.            | \$13.0400 | \$26.08       |                    |                          |
| 3                           | case          | 11077            | Juice, Apple Welch's 24/11.5oz./case GS#202446 | \$13.5000 | \$40.50       |                    |                          |
| 2                           | case          | 8133             | Chips,Doritos WG Ranch GS#200724 72 Ct.        | \$21.5200 | \$43.04       |                    |                          |
| 8                           | Case          | 8259             | Chips, HotPuffs Cheetos GS#203210 72 ct.       | \$21.5200 | \$172.16      |                    |                          |
| 2                           | case          | 7007             | Bar,NutriGrn,Strwbry 3ea/16box/case GS#201260  | \$19.8500 | \$39.70       |                    |                          |
|                             |               |                  |  |           |               | <b>Sales Tax:</b>  | \$0.00                   |
|                             |               |                  |  |           |               | <b>P.O. Total:</b> | \$391.26                 |
|                             |               |                  |  |           |               |                    | <input type="checkbox"/> |
| <b>Gold Star Foods Inc.</b> | <b>170653</b> | <b>1/9/2015</b>  | <b>1/15/2015</b>                               |           |               |                    | <input type="checkbox"/> |
| Qty                         | Unit          | Item No.         | Description                                    | Unit Cost | Extended Cost |                    |                          |
| 10                          | case          | 11047            | Water, Bottled Pure Life 24/16.9oz GS#201670   | \$4.2700  | \$42.70       |                    |                          |
| 5                           | case          | 11102            | Juice,Spklng,StrwbryKiwi GS#202569 24 Ct. Envy | \$14.7200 | \$73.60       |                    |                          |
| 5                           | case          | 11103            | Juice,Sprklng,AcaiBerryGS#202565 24 Ct. Envy   | \$14.7200 | \$73.60       |                    |                          |
| 5                           | case          | 11101            | Juice,Naked GS#303536 StrawBan 8Ct.            | \$13.0400 | \$65.20       |                    |                          |
| 2                           | case          | 11085            | Juice, Grape Welch's 24/11.5oz./case GS#202444 | \$13.5000 | \$27.00       |                    |                          |
| 8                           | case          | 11077            | Juice, Apple Welch's 24/11.5oz./case GS#202446 | \$13.5000 | \$108.00      |                    |                          |
| 1                           | case          | 8202             | Sunflower Kernals, GS#200452 Honey 150 Ct.     | \$30.0000 | \$30.00       |                    |                          |
| 4                           | case          | 8133             | Chips,Doritos WG Ranch GS#200724 72 Ct.        | \$21.5200 | \$86.08       |                    |                          |
| 8                           | Case          | 8259             | Chips, HotPuffs Cheetos GS#203210 72 ct.       | \$21.5200 | \$172.16      |                    |                          |
| 1                           | case          | 8008             | Corn Nuts B.B.Q., GS#201362 144 Ct.            | \$48.4700 | \$48.47       |                    |                          |
| 1                           | case          | 8024             | Cheez-Its, WG GS#203137 Kelloggs 175 ct./75oz  | \$35.6100 | \$35.61       |                    |                          |
| 1                           | case          | 7226             | Brownie, WG LF GS#134564 96 Ct.                | \$35.8000 | \$35.80       |                    |                          |
|                             |               |                  |  |           |               | <b>Sales Tax:</b>  | \$0.00                   |
|                             |               |                  |  |           |               | <b>P.O. Total:</b> | \$798.22                 |
|                             |               |                  |  |           |               |                    | <input type="checkbox"/> |
| <b>Gold Star Foods Inc.</b> | <b>170661</b> | <b>1/15/2015</b> | <b>1/22/2015</b>                               |           |               |                    | <input type="checkbox"/> |
| Qty                         | Unit          | Item No.         | Description                                    | Unit Cost | Extended Cost |                    |                          |
| 2                           | case          | 11047            | Water, Bottled Pure Life 24/16.9oz GS#201670   | \$4.2700  | \$8.54        |                    |                          |
| 2                           | case          | 11102            | Juice,Spklng,StrwbryKiwi GS#202569 24 Ct. Envy | \$14.7200 | \$29.44       |                    |                          |
| 2                           | case          | 11103            | Juice,Sprklng,AcaiBerryGS#202565 24 Ct. Envy   | \$14.7200 | \$29.44       |                    |                          |
| 4                           | case          | 11101            | Juice,Naked GS#303536 StrawBan 8Ct.            | \$13.0400 | \$52.16       |                    |                          |
| 2                           | case          | 11077            | Juice, Apple Welch's 24/11.5oz./case GS#202446 | \$13.5000 | \$27.00       |                    |                          |
| 1                           | case          | 8202             | Sunflower Kernals, GS#200452 Honey 150 Ct.     | \$30.0000 | \$30.00       |                    |                          |
| 1                           | case          | 8201             | Popcorn, Cheddar GS#203330 72 Ct.              | \$21.5200 | \$21.52       |                    |                          |
| 2                           | case          | 8133             | Chips,Doritos WG Ranch GS#200724 72 Ct.        | \$21.5200 | \$43.04       |                    |                          |
| 2                           | Case          | 8259             | Chips, HotPuffs Cheetos GS#203210 72 ct.       | \$21.5200 | \$43.04       |                    |                          |
| 1                           | case          | 7226             | Brownie, WG LF GS#134564 96 Ct.                | \$35.8000 | \$35.80       |                    |                          |

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| Vendor Name                 | PO No.        | P.O. Date        | Date Needed                                    | Revised Needed Date | Account No.   | Use Vendor Numbers       |
|-----------------------------|---------------|------------------|--|---------------------|---------------|--------------------------|
| <b>Gold Star Foods Inc.</b> | <b>170661</b> | <b>1/15/2015</b> | <b>1/22/2015</b>                               |                     |               | <input type="checkbox"/> |
| Qty                         | Unit          | Item No.         | Description                                    | Unit Cost           | Extended Cost |                          |
| 1                           | case          | 7007             | Bar,NutriGm,Strwbry 3ea/16box/case GS#201260   | \$19.8500           | \$19.85       |                          |
| <b>Sales Tax:</b>           |               |                  |  |                     |               | \$0.00                   |
| <b>P.O. Total:</b>          |               |                  |  |                     |               | \$339.83                 |
| <b>Gold Star Foods Inc.</b> | <b>170662</b> | <b>1/15/2015</b> | <b>1/22/2015</b>                               |                     |               | <input type="checkbox"/> |
| Qty                         | Unit          | Item No.         | Description                                    | Unit Cost           | Extended Cost |                          |
| 4                           | case          | 11047            | Water, Bottled Pure Life 24/16.9oz GS#201670   | \$4.2700            | \$17.08       |                          |
| 6                           | case          | 11102            | Juice,Spkng,StrwbryKiwi GS#202569 24 Ct. Envy  | \$14.7200           | \$88.32       |                          |
| 6                           | case          | 11103            | Juice,Sprkng,AcaiBerryGS#202565 24 Ct. Envy    | \$14.7200           | \$88.32       |                          |
| 12                          | case          | 11101            | Juice,Naked GS#303536 StrawBan 8Ct.            | \$13.0400           | \$156.48      |                          |
| 2                           | case          | 11085            | Juice, Grape Welch's 24/11.5oz./case GS#202444 | \$13.5000           | \$27.00       |                          |
| 2                           | case          | 11077            | Juice, Apple Welch's 24/11.5oz./case GS#202446 | \$13.5000           | \$27.00       |                          |
| <b>Sales Tax:</b>           |               |                  |  |                     |               | \$0.00                   |
| <b>P.O. Total:</b>          |               |                  |  |                     |               | \$404.20                 |
| <b>Gold Star Foods Inc.</b> | <b>170663</b> | <b>1/15/2015</b> | <b>1/22/2015</b>                               |                     |               | <input type="checkbox"/> |
| Qty                         | Unit          | Item No.         | Description                                    | Unit Cost           | Extended Cost |                          |
| 5                           | case          | 11047            | Water, Bottled Pure Life 24/16.9oz GS#201670   | \$4.2700            | \$21.35       |                          |
| 4                           | case          | 11101            | Juice,Naked GS#303536 StrawBan 8Ct.            | \$13.0400           | \$52.16       |                          |
| 2                           | case          | 8266             | Chips, Lays Baked SC&O 64-1.125oz.             | \$27.8600           | \$55.72       |                          |
| 2                           | case          | 8133             | Chips,Doritos WG Ranch GS#200724 72 Ct.        | \$21.5200           | \$43.04       |                          |
| 1                           | case          | 7007             | Bar,NutriGm,Strwbry 3ea/16box/case GS#201260   | \$19.8500           | \$19.85       |                          |
| <b>Sales Tax:</b>           |               |                  |  |                     |               | \$0.00                   |
| <b>P.O. Total:</b>          |               |                  |  |                     |               | \$192.12                 |
| <b>Gold Star Foods Inc.</b> | <b>170664</b> | <b>1/15/2015</b> | <b>1/22/2015</b>                               |                     |               | <input type="checkbox"/> |
| Qty                         | Unit          | Item No.         | Description                                    | Unit Cost           | Extended Cost |                          |
| 4                           | case          | 11047            | Water, Bottled Pure Life 24/16.9oz GS#201670   | \$4.2700            | \$17.08       |                          |
| 2                           | case          | 11102            | Juice,Spkng,StrwbryKiwi GS#202569 24 Ct. Envy  | \$14.7200           | \$29.44       |                          |
| 2                           | case          | 11103            | Juice,Sprkng,AcaiBerryGS#202565 24 Ct. Envy    | \$14.7200           | \$29.44       |                          |
| 6                           | case          | 11077            | Juice, Apple Welch's 24/11.5oz./case GS#202446 | \$13.5000           | \$81.00       |                          |
| 1                           | case          | 8201             | Popcom, Cheddar GS#203330 72 Ct.               | \$21.5200           | \$21.52       |                          |
| 2                           | case          | 8133             | Chips,Doritos WG Ranch GS#200724 72 Ct.        | \$21.5200           | \$43.04       |                          |
| 8                           | Case          | 8259             | Chips, HotPuffs Cheetos GS#203210 72 ct.       | \$21.5200           | \$172.16      |                          |
| 6                           | case          | 7226             | Brownie, WG LF GS#134564 96 Ct.                | \$35.8000           | \$214.80      |                          |
| <b>Sales Tax:</b>           |               |                  |  |                     |               | \$0.00                   |
| <b>P.O. Total:</b>          |               |                  |  |                     |               | \$608.48                 |
| <b>Gold Star Foods Inc.</b> | <b>170665</b> | <b>1/15/2015</b> | <b>1/22/2015</b>                               |                     |               | <input type="checkbox"/> |
| Qty                         | Unit          | Item No.         | Description                                    | Unit Cost           | Extended Cost |                          |
| 10                          | case          | 11047            | Water, Bottled Pure Life 24/16.9oz GS#201670   | \$4.2700            | \$42.70       |                          |
| 6                           | case          | 11102            | Juice,Spkng,StrwbryKiwi GS#202569 24 Ct. Envy  | \$14.7200           | \$88.32       |                          |
| 6                           | case          | 11103            | Juice,Sprkng,AcaiBerryGS#202565 24 Ct. Envy    | \$14.7200           | \$88.32       |                          |
| 5                           | case          | 11101            | Juice,Naked GS#303536 StrawBan 8Ct.            | \$13.0400           | \$65.20       |                          |
| 2                           | case          | 11085            | Juice, Grape Welch's 24/11.5oz./case GS#202444 | \$13.5000           | \$27.00       |                          |
| 6                           | case          | 11077            | Juice, Apple Welch's 24/11.5oz./case GS#202446 | \$13.5000           | \$81.00       |                          |
| 2                           | case          | 8133             | Chips,Doritos WG Ranch GS#200724 72 Ct.        | \$21.5200           | \$43.04       |                          |
| 5                           | Case          | 8259             | Chips, HotPuffs Cheetos GS#203210 72 ct.       | \$21.5200           | \$107.60      |                          |
| <b>Sales Tax:</b>           |               |                  |  |                     |               | \$0.00                   |
| <b>P.O. Total:</b>          |               |                  |  |                     |               | \$543.18                 |
| <b>Gold Star Foods Inc.</b> | <b>170670</b> | <b>1/16/2015</b> | <b>1/23/2015</b>                               |                     |               | <input type="checkbox"/> |
| Qty                         | Unit          | Item No.         | Description                                    | Unit Cost           | Extended Cost |                          |
| 5                           | cs            | 1                | GS# 201308, BBQ Sauce, Kens 4/1gal             | \$35.5500           | \$177.75      |                          |
| 83                          | cs            | 2                | GS# 200720, RF Nacho Chs, Doritos, 72/1oz      | \$21.5200           | \$1,786.16    |                          |

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|-----------------------------|---------------|------------------|--|-----------|---------------|--------------------|--------------------------|
| <b>Gold Star Foods Inc.</b> | <b>170670</b> | <b>1/16/2015</b> | <b>1/23/2015</b>                                   |           |               |                    | <input type="checkbox"/> |
| Qty                         | Unit          | Item No.         | Description  | Unit Cost | Extended Cost |                    |                          |
| 9                           | cs            | 3                | GS# 403553, Macho Chili Cheese Burrito, 96ct       | \$72.4423 | \$651.98      |                    |                          |
| 60                          | cs            | 4                | GS# 202956, Ketchup, Heinz, 500ct                  | \$22.7300 | \$1,363.80    |                    |                          |
|                             |               |                  |  |           |               | <b>Sales Tax:</b>  | \$0.00                   |
|                             |               |                  |  |           |               | <b>P.O. Total:</b> | \$3,979.69               |
| <b>Gold Star Foods Inc.</b> | <b>170671</b> | <b>1/16/2015</b> | <b>1/30/2015</b>                                   |           |               |                    | <input type="checkbox"/> |
| Qty                         | Unit          | Item No.         | Description  | Unit Cost | Extended Cost |                    |                          |
| 36                          | cs            | 1                | GS# 101006, Turkey Frank, Jennie-O, 8lb/5"         | \$25.2300 | \$908.28      |                    |                          |
|                             |               |                  |  |           |               | <b>Sales Tax:</b>  | \$0.00                   |
|                             |               |                  |  |           |               | <b>P.O. Total:</b> | \$908.28                 |
| <b>Gold Star Foods Inc.</b> | <b>170672</b> | <b>1/16/2015</b> | <b>1/23/2015</b>                                   |           |               |                    | <input type="checkbox"/> |
| Qty                         | Unit          | Item No.         | Description  | Unit Cost | Extended Cost |                    |                          |
| 34                          | case          | 57101            | Beef Teriyaki DipperPierre,GS#403394, 25#/case     | \$28.2700 | \$961.18      |                    |                          |
| 29                          | case          | 7682             | Cookie,Choc Belly Bear,Whole Grm J&J 200's         | \$33.6400 | \$975.56      |                    |                          |
| 8                           | case          | 7003             | Cracker, Jungle J&J Whole Grain 200/1oz/cs         | \$26.7000 | \$213.60      |                    |                          |
| 10                          | case          | 4301             | Mayonnaise, Packet, Hollens #202324 200/9mg.       | \$6.4900  | \$64.90       |                    |                          |
| 1                           | case          | 56031            | Burrito,Bn&Chse,WhlGrn IW,GS#403423,96/csLC#99542  | \$51.1200 | \$51.12       |                    |                          |
| 9                           | case          | 3015             | Cereal, Kashi GS#202812 96ct./ 1 oz.               | \$30.9900 | \$278.91      |                    |                          |
|                             |               |                  |  |           |               | <b>Sales Tax:</b>  | \$0.00                   |
|                             |               |                  |  |           |               | <b>P.O. Total:</b> | \$2,545.27               |
| <b>Gold Star Foods Inc.</b> | <b>170673</b> | <b>1/16/2015</b> | <b>1/30/2015</b>                                   |           |               |                    | <input type="checkbox"/> |
| Qty                         | Unit          | Item No.         | Description  | Unit Cost | Extended Cost |                    |                          |
| 43                          | case          | 56018            | Turkey & Gravy,Jennie-O 4/7#/case, GS#400984       | \$53.2900 | \$2,291.47    |                    |                          |
| 14                          | case          | 20025            | Potato Pearls, Basic American,6/3.5#, GS#400184    | \$40.2300 | \$563.22      |                    |                          |
| 41                          | case          | 30347            | Roll,Dinner,WhleGrainGS#102184 Shannons 1oz-120/cs | \$23.3000 | \$955.30      |                    |                          |
| 99                          | case          | 59046            | Pizza,FrenchBrd, GS#403604 60/cs Ardellas          | \$36.4900 | \$3,612.51    |                    |                          |
| 39                          | case          | 55019            | Chicken Nugget, WG Tyson GS#401628 144ct           | \$35.4700 | \$1,383.33    |                    |                          |
| 29                          | case          | 7003             | Cracker, Jungle J&J Whole Grain 200/1oz/cs         | \$26.7000 | \$774.30      |                    |                          |
| 29                          | case          | 7682             | Cookie,Choc Belly Bear,Whole Grm J&J 200's         | \$33.6400 | \$975.56      |                    |                          |
|                             |               |                  |  |           |               | <b>Sales Tax:</b>  | \$0.00                   |
|                             |               |                  |  |           |               | <b>P.O. Total:</b> | \$10,555.69              |
| <b>Gold Star Foods Inc.</b> | <b>170675</b> | <b>1/21/2015</b> | <b>1/27/2015</b>                                   |           |               |                    | <input type="checkbox"/> |
| Qty                         | Unit          | Item No.         | Description  | Unit Cost | Extended Cost |                    |                          |
| 39                          | case          | 56062            | Sandwich, Turkey&Cheese GS#401516 36ct/es Rs&Sh    | \$28.4500 | \$1,109.55    |                    |                          |
|                             |               |                  |  |           |               | <b>Sales Tax:</b>  | \$0.00                   |
|                             |               |                  |  |           |               | <b>P.O. Total:</b> | \$1,109.55               |
| <b>Gold Star Foods Inc.</b> | <b>170676</b> | <b>1/21/2015</b> | <b>1/30/2015</b>                                   |           |               |                    | <input type="checkbox"/> |
| Qty                         | Unit          | Item No.         | Description  | Unit Cost | Extended Cost |                    |                          |
| 58                          | case          | 380118           | Dinner Meal,Cheese Plate, GS#303526 24 ct.         | \$44.2500 | \$2,566.50    |                    |                          |
|                             |               |                  |  |           |               | <b>Sales Tax:</b>  | \$0.00                   |
|                             |               |                  |  |           |               | <b>P.O. Total:</b> | \$2,566.50               |
| <b>Gold Star Foods Inc.</b> | <b>170677</b> | <b>1/21/2015</b> | <b>2/3/2015</b>                                    |           |               |                    | <input type="checkbox"/> |
| Qty                         | Unit          | Item No.         | Description  | Unit Cost | Extended Cost |                    |                          |
| 58                          | case          | 380112           | Dinner Meal, Asian Salad GS#303529 24 ct           | \$42.0000 | \$2,436.00    |                    |                          |
| 39                          | case          | 56062            | Sandwich, Turkey&Cheese GS#401516 36ct/es Rs&Sh    | \$25.2000 | \$982.80      |                    |                          |
|                             |               |                  |  |           |               | <b>Sales Tax:</b>  | \$0.00                   |
|                             |               |                  |  |           |               | <b>P.O. Total:</b> | \$3,418.80               |
| <b>Gold Star Foods Inc.</b> | <b>170678</b> | <b>1/21/2015</b> | <b>2/10/2015</b>                                   |           |               |                    | <input type="checkbox"/> |
| Qty                         | Unit          | Item No.         | Description  | Unit Cost | Extended Cost |                    |                          |

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|----------------------|--------|-----------|---|---------------------|--------------------|--------------------------|
| Gold Star Foods Inc. | 170678 | 1/21/2015 | 2/10/2015                                       |                     |                    | <input type="checkbox"/> |
| Qty                  | Unit   | Item No.  | Description                                     | Unit Cost           | Extended Cost      |                          |
| 58                   | case   | 380120    | Dinner Meal, Chef Salad, GS#303531 24 count     | \$42.0000           | \$2,436.00         |                          |
| 39                   | case   | 56062     | Sandwich, Turkey&Cheese GS#401516 36ct/cs Rs&Sh | \$25.2000           | \$982.80           |                          |
|                      |        |           |   |                     | <b>Sales Tax:</b>  | \$0.00                   |
|                      |        |           |   |                     | <b>P.O. Total:</b> | \$3,418.80               |
| Gold Star Foods Inc. | 170679 | 1/21/2015 | 2/17/2015                                       |                     |                    | <input type="checkbox"/> |
| Qty                  | Unit   | Item No.  | Description                                     | Unit Cost           | Extended Cost      |                          |
| 58                   | case   | 380115    | Dinner Meal, Chipotle Mix, GS#303524 24 ct.     | \$42.0000           | \$2,436.00         |                          |
| 39                   | case   | 56062     | Sandwich, Turkey&Cheese GS#401516 36ct/cs Rs&Sh | \$25.2000           | \$982.80           |                          |
|                      |        |           |   |                     | <b>Sales Tax:</b>  | \$0.00                   |
|                      |        |           |   |                     | <b>P.O. Total:</b> | \$3,418.80               |
| Gold Star Foods Inc. | 170680 | 1/21/2015 | 2/20/2015                                       |                     |                    | <input type="checkbox"/> |
| Qty                  | Unit   | Item No.  | Description                                     | Unit Cost           | Extended Cost      |                          |
| 58                   | case   | 380118    | Dinner Meal,Cheese Plate, GS#303526 24 ct.      | \$44.2500           | \$2,566.50         |                          |
|                      |        |           |   |                     | <b>Sales Tax:</b>  | \$0.00                   |
|                      |        |           |   |                     | <b>P.O. Total:</b> | \$2,566.50               |
| Gold Star Foods Inc. | 170681 | 1/21/2015 | 2/24/2015                                       |                     |                    | <input type="checkbox"/> |
| Qty                  | Unit   | Item No.  | Description                                     | Unit Cost           | Extended Cost      |                          |
| 58                   | case   | 380119    | Dinner Meal,BBQ Chx Sldr,GS#303533 24 ct.       | \$42.0000           | \$2,436.00         |                          |
| 47                   | case   | 380114    | Dinner Meal, Power, GS#203032 30 ct.            | \$49.8000           | \$2,340.60         |                          |
|                      |        |           |   |                     | <b>Sales Tax:</b>  | \$0.00                   |
|                      |        |           |   |                     | <b>P.O. Total:</b> | \$4,776.60               |
| Gold Star Foods Inc. | 170687 | 1/23/2015 | 1/29/2015                                       |                     |                    | <input type="checkbox"/> |
| Qty                  | Unit   | Item No.  | Description                                     | Unit Cost           | Extended Cost      |                          |
| 5                    | case   | 11047     | Water, Bottled Pure Life 24/16.9oz GS#201670    | \$4.2700            | \$21.35            |                          |
|                      |        |           |   |                     | <b>Sales Tax:</b>  | \$0.00                   |
|                      |        |           |   |                     | <b>P.O. Total:</b> | \$21.35                  |
| Gold Star Foods Inc. | 170688 | 1/23/2015 | 1/29/2015                                       |                     |                    | <input type="checkbox"/> |
| Qty                  | Unit   | Item No.  | Description                                     | Unit Cost           | Extended Cost      |                          |
| 5                    | case   | 11047     | Water, Bottled Pure Life 24/16.9oz GS#201670    | \$4.2700            | \$21.35            |                          |
|                      |        |           |   |                     | <b>Sales Tax:</b>  | \$0.00                   |
|                      |        |           |   |                     | <b>P.O. Total:</b> | \$21.35                  |
| Gold Star Foods Inc. | 170689 | 1/23/2015 | 1/29/2015                                       |                     |                    | <input type="checkbox"/> |
| Qty                  | Unit   | Item No.  | Description                                     | Unit Cost           | Extended Cost      |                          |
| 5                    | case   | 11047     | Water, Bottled Pure Life 24/16.9oz GS#201670    | \$4.2700            | \$21.35            |                          |
|                      |        |           |   |                     | <b>Sales Tax:</b>  | \$0.00                   |
|                      |        |           |   |                     | <b>P.O. Total:</b> | \$21.35                  |
| Gold Star Foods Inc. | 170690 | 1/23/2015 | 1/29/2015                                       |                     |                    | <input type="checkbox"/> |
| Qty                  | Unit   | Item No.  | Description                                     | Unit Cost           | Extended Cost      |                          |
| 5                    | case   | 11047     | Water, Bottled Pure Life 24/16.9oz GS#201670    | \$4.2700            | \$21.35            |                          |
|                      |        |           |   |                     | <b>Sales Tax:</b>  | \$0.00                   |
|                      |        |           |   |                     | <b>P.O. Total:</b> | \$21.35                  |
| Gold Star Foods Inc. | 170691 | 1/23/2015 | 1/29/2015                                       |                     |                    | <input type="checkbox"/> |
| Qty                  | Unit   | Item No.  | Description                                     | Unit Cost           | Extended Cost      |                          |
| 5                    | case   | 11047     | Water, Bottled Pure Life 24/16.9oz GS#201670    | \$4.2700            | \$21.35            |                          |
|                      |        |           |   |                     | <b>Sales Tax:</b>  | \$0.00                   |
|                      |        |           |   |                     | <b>P.O. Total:</b> | \$21.35                  |

# Purchase Orders - Detail

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## Fullerton School District

Show all data where the Order Date is between 12/19/2014 and 1/29/2015

| Vendor Name              | PO No. | P.O. Date | Date Needed   | Revised   | Needed Date   | Account No. | Use Vendor Numbers       |
|--------------------------|--------|-----------|---|-----------|---------------|-------------|--------------------------|
| Gold Star Foods Inc.     | 170692 | 1/23/2015 | 2/28/2015   | 1/30/2015 |               |             | <input type="checkbox"/> |
| Qty                      | Unit   | Item No.  | Description   | Unit Cost | Extended Cost |             |                          |
| 15                       | case   | 30340     | Pancakes,Mini Maple GS#134287 Eggo IW 72 ct.        | \$32.3900 | \$485.85      |             |                          |
| 32                       | case   | 55057     | Chicken Patty Hot&Spicy WG Tyson,144/cs, GS#401769  | \$69.5000 | \$2,224.00    |             |                          |
| 3                        | case   | 55103     | French Toast, Stick GS#403642 130/2.65 oz. SunFrs   | \$46.0400 | \$138.12      |             |                          |
| 2                        | case   | 59516     | Cheese, American , Sliced RF RS L-O-L#46268 5#/cs   | \$22.6800 | \$45.36       |             |                          |
| 50                       | case   | 4339      | Dressing,F/F ButtrmkRch#201890 200/12g PPI 001H810  | \$8.5000  | \$425.00      |             |                          |
| 5                        | case   | 8133      | Chips,Doritos WG Ranch GS#200724 72 Ct.             | \$21.5200 | \$107.60      |             |                          |
| <b>Sales Tax:</b>        |        |           |   |           |               |             | \$0.00                   |
| <b>P.O. Total:</b>       |        |           |   |           |               |             | \$3,425.93               |
| <input type="checkbox"/> |        |           |   |           |               |             |                          |
| Gold Star Foods Inc.     | 170693 | 1/23/2015 | 1/30/2015   |           |               |             | <input type="checkbox"/> |
| Qty                      | Unit   | Item No.  | Description   | Unit Cost | Extended Cost |             |                          |
| 5                        | cs     | 1         | GS# 200720, RF Nacho Chs, Doritos, 72/1oz           | \$21.5200 | \$107.60      |             |                          |
| <b>Sales Tax:</b>        |        |           |   |           |               |             | \$0.00                   |
| <b>P.O. Total:</b>       |        |           |   |           |               |             | \$107.60                 |
| <input type="checkbox"/> |        |           |   |           |               |             |                          |
| Gold Star Foods Inc.     | 170696 | 1/27/2015 | 1/30/2015   |           |               |             | <input type="checkbox"/> |
| Qty                      | Unit   | Item No.  | Description   | Unit Cost | Extended Cost |             |                          |
| 13                       | cs     | 4         | Oatmeal, Cherry Royal, GS# 134014                   | \$26.9300 | \$350.09      |             |                          |
| <b>Sales Tax:</b>        |        |           |   |           |               |             | \$0.00                   |
| <b>P.O. Total:</b>       |        |           |   |           |               |             | \$350.09                 |
| <input type="checkbox"/> |        |           |   |           |               |             |                          |
| Gold Star Foods Inc.     | 170697 | 1/27/2015 | 1/30/2015   |           |               |             | <input type="checkbox"/> |
| Qty                      | Unit   | Item No.  | Description   | Unit Cost | Extended Cost |             |                          |
| 50                       | case   | 4301      | Mayonnaise, Packet, Hollens #202324 200/9mg.        | \$6.4900  | \$324.50      |             |                          |
| 50                       | case   | 4302      | Mustard, GS#201872, Heinz 500/5.5g                  | \$6.2200  | \$311.00      |             |                          |
| 3                        | case   | 4332      | Dressing,CaesarLite,GS300062/Kens0808 4/1gal.       | \$43.0500 | \$129.15      |             |                          |
| 41                       | case   | 30347     | Roll,Dinner,WholeGrainGS#102184 Shannons 1oz-120/cs | \$23.3000 | \$955.30      |             |                          |
| 15                       | case   | 30308     | Bread, Banana GS#133796 SuprBkry#6071 70/3.4oz.     | \$39.5200 | \$592.80      |             |                          |
| 25                       | case   | 30307     | Bread, Crumb GS#113034 Daves#360 28/3.6oz.          | \$13.1300 | \$328.25      |             |                          |
| 3                        | case   | 30309     | Bagel, Strawberry&Cheese, GS#134813 72/2.43oz.      | \$36.0200 | \$108.06      |             |                          |
| <b>Sales Tax:</b>        |        |           |   |           |               |             | \$0.00                   |
| <b>P.O. Total:</b>       |        |           |   |           |               |             | \$2,749.06               |
| <input type="checkbox"/> |        |           |   |           |               |             |                          |
| Gold Star Foods Inc.     | 170698 | 1/27/2015 | 2/6/2015  |           |               |             | <input type="checkbox"/> |
| Qty                      | Unit   | Item No.  | Description   | Unit Cost | Extended Cost |             |                          |
| 10                       | case   | 30310     | Pancakes, Strwbrry GS#134266 72/3.53 oz.            | \$33.4700 | \$334.70      |             |                          |
| 5                        | case   | 57101     | Beef Teriyaki DipperPierre,GS#403394, 25#/case      | \$28.2700 | \$141.35      |             |                          |
| <b>Sales Tax:</b>        |        |           |   |           |               |             | \$0.00                   |
| <b>P.O. Total:</b>       |        |           |   |           |               |             | \$476.05                 |
| <input type="checkbox"/> |        |           |   |           |               |             |                          |
| Gold Star Foods Inc.     | 170721 | 1/28/2015 | 2/6/2015  |           |               |             | <input type="checkbox"/> |
| Qty                      | Unit   | Item No.  | Description   | Unit Cost | Extended Cost |             |                          |
| 41                       | case   | 30347     | Roll,Dinner,WholeGrainGS#102184 Shannons 1oz-120/cs | \$23.3000 | \$955.30      |             |                          |
| 18                       | cs     | 57050     | Beef Crumble, GS# 401835 40# Integrated #C3200013   | \$47.2600 | \$850.68      |             |                          |
| 22                       | cs     | 4242      | Sauce, Marinara, Packer #401456 Red Gold 6/10#      | \$24.7082 | \$543.58      |             |                          |
| 38                       | case   | 7663      | Cookie Heart Van IW #9050 160/cs                    | \$23.9300 | \$909.34      |             |                          |
| 72                       | cs     | 360029    | Sndwch,WG FR Cheese GS#403427 72/3.21oz             | \$33.4000 | \$2,404.80    |             |                          |
| 29                       | case   | 7682      | Cookie,Choc Belly Bear,Whole Grn J&J 200's          | \$33.6400 | \$975.56      |             |                          |
| 139                      | case   | 30015     | Corn Dog,Jumbo IW (DonLee) 40/cs, GS#100498         | \$19.2200 | \$2,671.58    |             |                          |
| 29                       | case   | 7003      | Cracker, Jungle J&J Whole Grain 200/1oz/cs          | \$26.7000 | \$774.30      |             |                          |
| <b>Sales Tax:</b>        |        |           |   |           |               |             | \$0.00                   |
| <b>P.O. Total:</b>       |        |           |   |           |               |             | \$10,085.14              |
| <input type="checkbox"/> |        |           |   |           |               |             |                          |
| Gold Star Foods Inc.     | 170724 | 1/28/2015 | 2/6/2015  |           |               |             | <input type="checkbox"/> |
| Qty                      | Unit   | Item No.  | Description   | Unit Cost | Extended Cost |             |                          |

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| Vendor Name                                 | PO No.        | P.O. Date         | Date Needed                                       | Revised | Needed Date | Account No.          | Use Vendor Numbers       |
|---|---------------|-------------------|---|---------|-------------|----------------------|--------------------------|
| <b>Gold Star Foods Inc.</b>                 | <b>170724</b> | <b>1/28/2015</b>  | <b>2/6/2015</b>                                   |         |             |                      | <input type="checkbox"/> |
| Qty   | Unit          | Item No.          | Description                                       |         |             | Unit Cost            | Extended Cost            |
| 42  | cs            | 1                 | Beef Tips, Seasoned, GS#402114, CP5840, JTM       |         |             | \$31.5900            | \$1,326.78               |
| 10  | cs            | 2                 | Strawberry Gelatin, GS# 200484, 12/24oz           |         |             | \$28.6000            | \$286.00                 |
| 84  | cs            | 3                 | Frozen Juice, Sour Cherry Lemon, GS #134573       |         |             | \$30.9700            | \$2,601.48               |
|   |               |                   |   |         |             | <b>Sales Tax:</b>    | \$0.00                   |
|   |               |                   |   |         |             | <b>P.O. Total:</b>   | \$4,214.26               |
|   |               |                   |   |         |             | <b>Vendor Total:</b> | \$111,916.65             |
| <b>P &amp; R Paper Supply Company, Inc.</b> | <b>170640</b> | <b>1/5/2015</b>   | <b>6/30/2015</b>                                  |         |             |                      | <input type="checkbox"/> |
| Qty   | Unit          | Item No.          | Description                                       |         |             | Unit Cost            | Extended Cost            |
| 800   | case          | 86101             | Tray, 8.5x5.5 Nested Bettermade PNR-CT963L 500/cs |         |             | \$14.8500            | \$11,880.00              |
| 1500  | case          | 86003             | Tray, 5 comp, Styro Pactiv STHI-0500 500/cs       |         |             | \$15.8000            | \$23,700.00              |
| 1000  | case          | 82302             | Puncture Kit(Sporkette) Nutri-bon 3608P 1000/case |         |             | \$11.4500            | \$11,450.00              |
|   |               |                   |   |         |             | <b>Sales Tax:</b>    | \$0.00                   |
|   |               |                   |   |         |             | <b>P.O. Total:</b>   | \$47,030.00              |
| <b>P &amp; R Paper Supply Company, Inc.</b> | <b>170645</b> | <b>1/7/2015</b>   | <b>1/13/2015</b>                                  |         |             |                      | <input type="checkbox"/> |
| Qty   | Unit          | Item No.          | Description                                       |         |             | Unit Cost            | Extended Cost            |
| 2   | cs            | 88009             | Napkin Ccktail White 4000/cs                      |         |             | \$14.6100            | \$29.22                  |
| 1   | case          | 85001             | Bowl, 5 oz Foam Dart #DRT-5B20 20/50/case         |         |             | \$31.7600            | \$31.76                  |
| 40  | case          | 86003             | Tray, 5 comp, Styro Pactiv STHI-0500 500/cs       |         |             | \$15.8000            | \$632.00                 |
|   |               |                   |   |         |             | <b>Sales Tax:</b>    | \$0.00                   |
|   |               |                   |   |         |             | <b>P.O. Total:</b>   | \$692.98                 |
| <b>P &amp; R Paper Supply Company, Inc.</b> | <b>170694</b> | <b>1/23/2015</b>  | <b>1/27/2015</b>                                  |         |             |                      | <input type="checkbox"/> |
| Qty   | Unit          | Item No.          | Description                                       |         |             | Unit Cost            | Extended Cost            |
| 2   | case          | 84007             | Cup plastic 4 oz souffle Solo-P400 10/250/case    |         |             | \$43.7800            | \$87.56                  |
| 4   | Roll          | 87201             | Foil 18x1000' Heavy Gauge, Alum HFA 11807         |         |             | \$45.6500            | \$182.60                 |
| 2   | case          | 80006             | Gloves,Disp. Plastic (M) #GOL-1502, 10/1M cs      |         |             | \$40.0000            | \$80.00                  |
| 10  | cs            | 81003             | Bag *bumpan 18x24 Elkay BOR1824HD 250/cs          |         |             | \$9.1500             | \$91.50                  |
| 10  | bundle        | 81021             | Bag, brown lunch #6 WPK-6LB Duro 4/500/case       |         |             | \$7.3500             | \$73.50                  |
|   |               |                   |   |         |             | <b>Sales Tax:</b>    | \$21.01                  |
|   |               |                   |   |         |             | <b>P.O. Total:</b>   | \$536.17                 |
|   |               |                   |   |         |             | <b>Vendor Total:</b> | \$48,259.15              |
| <b>Costco Membership</b>                    | <b>170622</b> | <b>12/31/2014</b> | <b>1/12/2015</b>                                  |         |             | <b>5210</b>          | <input type="checkbox"/> |
| Qty   | Unit          | Item No.          | Description                                       |         |             | Unit Cost            | Extended Cost            |
| 1   | ea            | 1                 | Costco Membership Renewal - K. Turner             |         |             | \$55.0000            | \$55.00                  |
|   |               |                   |   |         |             | <b>Sales Tax:</b>    | \$0.00                   |
|   |               |                   |   |         |             | <b>P.O. Total:</b>   | \$55.00                  |
|   |               |                   |   |         |             | <b>Vendor Total:</b> | \$55.00                  |
| <b>Industrial Electric</b>                  | <b>170647</b> | <b>1/8/2015</b>   | <b>1/8/2015</b>                                   |         |             |                      | <input type="checkbox"/> |
| Qty   | Unit          | Item No.          | Description                                       |         |             | Unit Cost            | Extended Cost            |
| 12  | ea            | KE54810-3         | Gasket, 3"  |         |             | \$8.3200             | \$99.84                  |

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|---------------------|-------------|-----------------|---|---------|-------------|----------------------|--------------------------|
| Industrial Electric | 170647      | 1/8/2015        | 1/8/2015                                |         |             |                      | <input type="checkbox"/> |
| <b>Qty</b>          | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                      |         |             | <b>Unit Cost</b>     | <b>Extended Cost</b>     |
|                     |             |                 |   |         |             | <b>Sales Tax:</b>    | \$7.99                   |
|                     |             |                 |   |         |             | <b>P.O. Total:</b>   | \$107.83                 |
| Industrial Electric | 170727      | 1/29/2015       | 1/29/2015                               |         |             |                      | <input type="checkbox"/> |
| <b>Qty</b>          | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                      |         |             | <b>Unit Cost</b>     | <b>Extended Cost</b>     |
| 1                   | ea          | 1               | Estimated cost of repair                |         |             | \$300.0000           | \$300.00                 |
|                     |             |                 |   |         |             | <b>Sales Tax:</b>    | \$0.00                   |
|                     |             |                 |   |         |             | <b>P.O. Total:</b>   | \$300.00                 |
|                     |             |                 |   |         |             | <b>Vendor Total:</b> | \$407.83                 |
| Swisher             | 170648      | 1/9/2015        | 1/12/2015                               |         |             |                      | <input type="checkbox"/> |
| <b>Qty</b>          | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                      |         |             | <b>Unit Cost</b>     | <b>Extended Cost</b>     |
| 25                  | case        | 70019           | Sanitizer Clear Quat 2.5 gal.           |         |             | \$58.7400            | \$1,468.50               |
|                     |             |                 |   |         |             | <b>Sales Tax:</b>    | \$117.48                 |
|                     |             |                 |   |         |             | <b>P.O. Total:</b>   | \$1,585.98               |
| Swisher             | 170699      | 1/27/2015       | 2/2/2015                                |         |             |                      | <input type="checkbox"/> |
| <b>Qty</b>          | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                      |         |             | <b>Unit Cost</b>     | <b>Extended Cost</b>     |
| 25                  | case        | 70018           | Pot and Pan Platinum 2.5 gal.           |         |             | \$58.7400            | \$1,468.50               |
|                     |             |                 |   |         |             | <b>Sales Tax:</b>    | \$117.48                 |
|                     |             |                 |   |         |             | <b>P.O. Total:</b>   | \$1,585.98               |
|                     |             |                 |   |         |             | <b>Vendor Total:</b> | \$3,171.96               |
| Hollandia Dairy     | 170598      | 12/19/2014      | 1/31/2015                               |         |             |                      | <input type="checkbox"/> |
| <b>Qty</b>          | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                      |         |             | <b>Unit Cost</b>     | <b>Extended Cost</b>     |
| 6000                | EA          | 997007          | Lowfat 1% Pouch 1/2 PT 3X30 #1321       |         |             | \$0.2255             | \$1,353.00               |
| 3000                | EA          | 997004          | Fat Free Milk, Mini 1/2PT #1386         |         |             | \$0.2152             | \$645.60                 |
| 10000               | EA          | 997009          | CHOC FF Milk Pouch 1/2 PT 3X30 #1401    |         |             | \$0.2135             | \$2,135.00               |
| 3                   | CS          | 997031          | Soy Milk, Plain PRL Org 8oz 24/cs #7070 |         |             | \$17.0000            | \$51.00                  |
|                     |             |                 |   |         |             | <b>Sales Tax:</b>    | \$0.00                   |
|                     |             |                 |   |         |             | <b>P.O. Total:</b>   | \$4,184.60               |
| Hollandia Dairy     | 170599      | 12/19/2014      | 1/31/2015                               |         |             |                      | <input type="checkbox"/> |
| <b>Qty</b>          | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                      |         |             | <b>Unit Cost</b>     | <b>Extended Cost</b>     |
| 6000                | EA          | 997007          | Lowfat 1% Pouch 1/2 PT 3X30 #1321       |         |             | \$0.2255             | \$1,353.00               |
| 3000                | EA          | 997004          | Fat Free Milk, Mini 1/2PT #1386         |         |             | \$0.2152             | \$645.60                 |
| 10000               | EA          | 997009          | CHOC FF Milk Pouch 1/2 PT 3X30 #1401    |         |             | \$0.2135             | \$2,135.00               |
| 3                   | CS          | 997031          | Soy Milk, Plain PRL Org 8oz 24/cs #7070 |         |             | \$17.0000            | \$51.00                  |
|                     |             |                 |   |         |             | <b>Sales Tax:</b>    | \$0.00                   |
|                     |             |                 |   |         |             | <b>P.O. Total:</b>   | \$4,184.60               |
| Hollandia Dairy     | 170600      | 12/19/2014      | 1/31/2015                               |         |             |                      | <input type="checkbox"/> |
| <b>Qty</b>          | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                      |         |             | <b>Unit Cost</b>     | <b>Extended Cost</b>     |
| 6000                | EA          | 997007          | Lowfat 1% Pouch 1/2 PT 3X30 #1321       |         |             | \$0.2255             | \$1,353.00               |
| 3000                | EA          | 997004          | Fat Free Milk, Mini 1/2PT #1386         |         |             | \$0.2152             | \$645.60                 |
| 10000               | EA          | 997009          | CHOC FF Milk Pouch 1/2 PT 3X30 #1401    |         |             | \$0.2135             | \$2,135.00               |
| 3                   | CS          | 997031          | Soy Milk, Plain PRL Org 8oz 24/cs #7070 |         |             | \$17.0000            | \$51.00                  |



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|-----------------|--------|------------|---|-----------|---------------|--------------------|--------------------------|
| Hollandia Dairy | 170600 | 12/19/2014 | 1/31/2015                               |           |               |                    | <input type="checkbox"/> |
| Qty             | Unit   | Item No.   | Description                             | Unit Cost | Extended Cost |                    |                          |
|                 |        |            |   |           |               | <b>Sales Tax:</b>  | \$0.00                   |
|                 |        |            |   |           |               | <b>P.O. Total:</b> | \$4,184.60               |
| Hollandia Dairy | 170601 | 12/19/2014 | 1/31/2015                               |           |               |                    | <input type="checkbox"/> |
| Qty             | Unit   | Item No.   | Description                             | Unit Cost | Extended Cost |                    |                          |
| 6000            | EA     | 997007     | Lowfat 1% Pouch 1/2 PT 3X30 #1321       | \$0.2255  | \$1,353.00    |                    |                          |
| 3000            | EA     | 997004     | Fat Free Milk, Mini 1/2PT #1386         | \$0.2152  | \$645.60      |                    |                          |
| 10000           | EA     | 997009     | CHOC FF Milk Pouch 1/2 PT 3X30 #1401    | \$0.2135  | \$2,135.00    |                    |                          |
| 3               | CS     | 997031     | Soy Milk, Plain PRL Org 8oz 24/cs #7070 | \$17.0000 | \$51.00       |                    |                          |
|                 |        |            |   |           |               | <b>Sales Tax:</b>  | \$0.00                   |
|                 |        |            |   |           |               | <b>P.O. Total:</b> | \$4,184.60               |
| Hollandia Dairy | 170602 | 12/19/2014 | 1/31/2015                               |           |               |                    | <input type="checkbox"/> |
| Qty             | Unit   | Item No.   | Description                             | Unit Cost | Extended Cost |                    |                          |
| 6000            | EA     | 997007     | Lowfat 1% Pouch 1/2 PT 3X30 #1321       | \$0.2255  | \$1,353.00    |                    |                          |
| 3000            | EA     | 997004     | Fat Free Milk, Mini 1/2PT #1386         | \$0.2152  | \$645.60      |                    |                          |
| 10000           | EA     | 997009     | CHOC FF Milk Pouch 1/2 PT 3X30 #1401    | \$0.2135  | \$2,135.00    |                    |                          |
| 3               | CS     | 997031     | Soy Milk, Plain PRL Org 8oz 24/cs #7070 | \$17.0000 | \$51.00       |                    |                          |
|                 |        |            |   |           |               | <b>Sales Tax:</b>  | \$0.00                   |
|                 |        |            |   |           |               | <b>P.O. Total:</b> | \$4,184.60               |
| Hollandia Dairy | 170603 | 12/19/2014 | 1/31/2015                               |           |               |                    | <input type="checkbox"/> |
| Qty             | Unit   | Item No.   | Description                             | Unit Cost | Extended Cost |                    |                          |
| 6000            | EA     | 997007     | Lowfat 1% Pouch 1/2 PT 3X30 #1321       | \$0.2255  | \$1,353.00    |                    |                          |
| 3000            | EA     | 997004     | Fat Free Milk, Mini 1/2PT #1386         | \$0.2152  | \$645.60      |                    |                          |
| 10000           | EA     | 997009     | CHOC FF Milk Pouch 1/2 PT 3X30 #1401    | \$0.2135  | \$2,135.00    |                    |                          |
| 3               | CS     | 997031     | Soy Milk, Plain PRL Org 8oz 24/cs #7070 | \$17.0000 | \$51.00       |                    |                          |
|                 |        |            |   |           |               | <b>Sales Tax:</b>  | \$0.00                   |
|                 |        |            |   |           |               | <b>P.O. Total:</b> | \$4,184.60               |
| Hollandia Dairy | 170604 | 12/19/2014 | 1/31/2015                               |           |               |                    | <input type="checkbox"/> |
| Qty             | Unit   | Item No.   | Description                             | Unit Cost | Extended Cost |                    |                          |
| 6000            | EA     | 997007     | Lowfat 1% Pouch 1/2 PT 3X30 #1321       | \$0.2255  | \$1,353.00    |                    |                          |
| 3000            | EA     | 997004     | Fat Free Milk, Mini 1/2PT #1386         | \$0.2152  | \$645.60      |                    |                          |
| 10000           | EA     | 997009     | CHOC FF Milk Pouch 1/2 PT 3X30 #1401    | \$0.2135  | \$2,135.00    |                    |                          |
| 3               | CS     | 997031     | Soy Milk, Plain PRL Org 8oz 24/cs #7070 | \$17.0000 | \$51.00       |                    |                          |
|                 |        |            |   |           |               | <b>Sales Tax:</b>  | \$0.00                   |
|                 |        |            |   |           |               | <b>P.O. Total:</b> | \$4,184.60               |
| Hollandia Dairy | 170605 | 12/19/2014 | 1/31/2015                               |           |               |                    | <input type="checkbox"/> |
| Qty             | Unit   | Item No.   | Description                             | Unit Cost | Extended Cost |                    |                          |
| 6000            | EA     | 997007     | Lowfat 1% Pouch 1/2 PT 3X30 #1321       | \$0.2255  | \$1,353.00    |                    |                          |
| 3000            | EA     | 997004     | Fat Free Milk, Mini 1/2PT #1386         | \$0.2152  | \$645.60      |                    |                          |
| 10000           | EA     | 997009     | CHOC FF Milk Pouch 1/2 PT 3X30 #1401    | \$0.2135  | \$2,135.00    |                    |                          |
| 3               | CS     | 997031     | Soy Milk, Plain PRL Org 8oz 24/cs #7070 | \$17.0000 | \$51.00       |                    |                          |
|                 |        |            |   |           |               | <b>Sales Tax:</b>  | \$0.00                   |
|                 |        |            |   |           |               | <b>P.O. Total:</b> | \$4,184.60               |
| Hollandia Dairy | 170606 | 12/19/2014 | 1/31/2015                               |           |               |                    | <input type="checkbox"/> |
| Qty             | Unit   | Item No.   | Description                             | Unit Cost | Extended Cost |                    |                          |
| 6000            | EA     | 997007     | Lowfat 1% Pouch 1/2 PT 3X30 #1321       | \$0.2255  | \$1,353.00    |                    |                          |
| 3000            | EA     | 997004     | Fat Free Milk, Mini 1/2PT #1386         | \$0.2152  | \$645.60      |                    |                          |
| 10000           | EA     | 997009     | CHOC FF Milk Pouch 1/2 PT 3X30 #1401    | \$0.2135  | \$2,135.00    |                    |                          |
| 3               | CS     | 997031     | Soy Milk, Plain PRL Org 8oz 24/cs #7070 | \$17.0000 | \$51.00       |                    |                          |
|                 |        |            |   |           |               | <b>Sales Tax:</b>  | \$0.00                   |
|                 |        |            |   |           |               | <b>P.O. Total:</b> | \$4,184.60               |

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| Vendor Name     | PO No.      | P.O. Date       | Date Needed                             | Revised | Needed Date | Account No.        | Use Vendor Numbers       |
|-----------------|-------------|-----------------|---|---------|-------------|--------------------|--------------------------|
| Hollandia Dairy | 170606      | 12/19/2014      | 1/31/2015                               |         |             |                    | <input type="checkbox"/> |
| <b>Qty</b>      | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                      |         |             | <b>Unit Cost</b>   | <b>Extended Cost</b>     |
|                 |             |                 |   |         |             | <b>Sales Tax:</b>  | \$0.00                   |
|                 |             |                 |   |         |             | <b>P.O. Total:</b> | \$4,184.60               |
| Hollandia Dairy | 170607      | 12/19/2014      | 1/31/2015                               |         |             |                    | <input type="checkbox"/> |
| <b>Qty</b>      | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                      |         |             | <b>Unit Cost</b>   | <b>Extended Cost</b>     |
| 6000            | EA          | 997007          | Lowfat 1% Pouch 1/2 PT 3X30 #1321       |         |             | \$0.2255           | \$1,353.00               |
| 3000            | EA          | 997004          | Fat Free Milk, Mini 1/2PT #1386         |         |             | \$0.2152           | \$645.60                 |
| 10000           | EA          | 997009          | CHOC FF Milk Pouch 1/2 PT 3X30 #1401    |         |             | \$0.2135           | \$2,135.00               |
| 3               | CS          | 997031          | Soy Milk, Plain PRL Org 8oz 24/cs #7070 |         |             | \$17.0000          | \$51.00                  |
|                 |             |                 |   |         |             | <b>Sales Tax:</b>  | \$0.00                   |
|                 |             |                 |   |         |             | <b>P.O. Total:</b> | \$4,184.60               |
| Hollandia Dairy | 170608      | 12/19/2014      | 1/31/2015                               |         |             |                    | <input type="checkbox"/> |
| <b>Qty</b>      | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                      |         |             | <b>Unit Cost</b>   | <b>Extended Cost</b>     |
| 6000            | EA          | 997007          | Lowfat 1% Pouch 1/2 PT 3X30 #1321       |         |             | \$0.2255           | \$1,353.00               |
| 3000            | EA          | 997004          | Fat Free Milk, Mini 1/2PT #1386         |         |             | \$0.2152           | \$645.60                 |
| 10000           | EA          | 997009          | CHOC FF Milk Pouch 1/2 PT 3X30 #1401    |         |             | \$0.2135           | \$2,135.00               |
| 3               | CS          | 997031          | Soy Milk, Plain PRL Org 8oz 24/cs #7070 |         |             | \$17.0000          | \$51.00                  |
|                 |             |                 |   |         |             | <b>Sales Tax:</b>  | \$0.00                   |
|                 |             |                 |   |         |             | <b>P.O. Total:</b> | \$4,184.60               |
| Hollandia Dairy | 170609      | 12/19/2014      | 1/31/2015                               |         |             |                    | <input type="checkbox"/> |
| <b>Qty</b>      | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                      |         |             | <b>Unit Cost</b>   | <b>Extended Cost</b>     |
| 6000            | EA          | 997007          | Lowfat 1% Pouch 1/2 PT 3X30 #1321       |         |             | \$0.2255           | \$1,353.00               |
| 3000            | EA          | 997004          | Fat Free Milk, Mini 1/2PT #1386         |         |             | \$0.2152           | \$645.60                 |
| 10000           | EA          | 997009          | CHOC FF Milk Pouch 1/2 PT 3X30 #1401    |         |             | \$0.2135           | \$2,135.00               |
| 3               | CS          | 997031          | Soy Milk, Plain PRL Org 8oz 24/cs #7070 |         |             | \$17.0000          | \$51.00                  |
|                 |             |                 |   |         |             | <b>Sales Tax:</b>  | \$0.00                   |
|                 |             |                 |   |         |             | <b>P.O. Total:</b> | \$4,184.60               |
| Hollandia Dairy | 170610      | 12/19/2014      | 1/31/2015                               |         |             |                    | <input type="checkbox"/> |
| <b>Qty</b>      | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                      |         |             | <b>Unit Cost</b>   | <b>Extended Cost</b>     |
| 6000            | EA          | 997007          | Lowfat 1% Pouch 1/2 PT 3X30 #1321       |         |             | \$0.2255           | \$1,353.00               |
| 3000            | EA          | 997004          | Fat Free Milk, Mini 1/2PT #1386         |         |             | \$0.2152           | \$645.60                 |
| 10000           | EA          | 997009          | CHOC FF Milk Pouch 1/2 PT 3X30 #1401    |         |             | \$0.2135           | \$2,135.00               |
| 3               | CS          | 997031          | Soy Milk, Plain PRL Org 8oz 24/cs #7070 |         |             | \$17.0000          | \$51.00                  |
|                 |             |                 |   |         |             | <b>Sales Tax:</b>  | \$0.00                   |
|                 |             |                 |   |         |             | <b>P.O. Total:</b> | \$4,184.60               |
| Hollandia Dairy | 170611      | 12/19/2014      | 1/31/2015                               |         |             |                    | <input type="checkbox"/> |
| <b>Qty</b>      | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                      |         |             | <b>Unit Cost</b>   | <b>Extended Cost</b>     |
| 6000            | EA          | 997007          | Lowfat 1% Pouch 1/2 PT 3X30 #1321       |         |             | \$0.2255           | \$1,353.00               |
| 3000            | EA          | 997004          | Fat Free Milk, Mini 1/2PT #1386         |         |             | \$0.2152           | \$645.60                 |
| 10000           | EA          | 997009          | CHOC FF Milk Pouch 1/2 PT 3X30 #1401    |         |             | \$0.2135           | \$2,135.00               |
| 3               | CS          | 997031          | Soy Milk, Plain PRL Org 8oz 24/cs #7070 |         |             | \$17.0000          | \$51.00                  |
|                 |             |                 |   |         |             | <b>Sales Tax:</b>  | \$0.00                   |
|                 |             |                 |   |         |             | <b>P.O. Total:</b> | \$4,184.60               |
| Hollandia Dairy | 170612      | 12/19/2014      | 1/31/2015                               |         |             |                    | <input type="checkbox"/> |
| <b>Qty</b>      | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                      |         |             | <b>Unit Cost</b>   | <b>Extended Cost</b>     |
| 13000           | EA          | 997007          | Lowfat 1% Pouch 1/2 PT 3X30 #1321       |         |             | \$0.2255           | \$2,931.50               |
| 6000            | EA          | 997004          | Fat Free Milk, Mini 1/2PT #1386         |         |             | \$0.2152           | \$1,291.20               |
| 1000            | EA          | 997009          | CHOC FF Milk Pouch 1/2 PT 3X30 #1401    |         |             | \$0.2135           | \$213.50                 |
| 3               | CS          | 997031          | Soy Milk, Plain PRL Org 8oz 24/cs #7070 |         |             | \$17.0000          | \$51.00                  |
|                 |             |                 |   |         |             | <b>Sales Tax:</b>  | \$0.00                   |
|                 |             |                 |   |         |             | <b>P.O. Total:</b> | \$4,184.60               |

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|-----------------|--------|------------|---|---------------------|---------------|-------------------------------|
| Hollandia Dairy | 170612 | 12/19/2014 | 1/31/2015                                 |                     |               | <input type="checkbox"/>      |
| Qty             | Unit   | Item No.   | Description                               | Unit Cost           | Extended Cost |                               |
|                 |        |            |   |                     |               | <b>Sales Tax:</b> \$0.00      |
|                 |        |            |   |                     |               | <b>P.O. Total:</b> \$4,487.20 |
| Hollandia Dairy | 170613 | 12/19/2014 | 1/31/2015                                 |                     |               | <input type="checkbox"/>      |
| Qty             | Unit   | Item No.   | Description                               | Unit Cost           | Extended Cost |                               |
| 6000            | EA     | 997007     | Lowfat 1% Pouch 1/2 PT 3X30 #1321         | \$0.2255            | \$1,353.00    |                               |
| 3000            | EA     | 997004     | Fat Free Milk, Mini 1/2PT #1386           | \$0.2152            | \$645.60      |                               |
| 10000           | EA     | 997009     | CHOC FF Milk Pouch 1/2 PT 3X30 #1401      | \$0.2135            | \$2,135.00    |                               |
| 3               | CS     | 997031     | Soy Milk, Plain PRL Org 8oz 24/cs #7070   | \$17.0000           | \$51.00       |                               |
|                 |        |            |   |                     |               | <b>Sales Tax:</b> \$0.00      |
|                 |        |            |   |                     |               | <b>P.O. Total:</b> \$4,184.60 |
| Hollandia Dairy | 170614 | 12/19/2014 | 1/31/2015                                 |                     |               | <input type="checkbox"/>      |
| Qty             | Unit   | Item No.   | Description                               | Unit Cost           | Extended Cost |                               |
| 6000            | EA     | 997007     | Lowfat 1% Pouch 1/2 PT 3X30 #1321         | \$0.2255            | \$1,353.00    |                               |
| 3000            | EA     | 997004     | Fat Free Milk, Mini 1/2PT #1386           | \$0.2152            | \$645.60      |                               |
| 10000           | EA     | 997009     | CHOC FF Milk Pouch 1/2 PT 3X30 #1401      | \$0.2135            | \$2,135.00    |                               |
| 3               | CS     | 997031     | Soy Milk, Plain PRL Org 8oz 24/cs #7070   | \$17.0000           | \$51.00       |                               |
|                 |        |            |   |                     |               | <b>Sales Tax:</b> \$0.00      |
|                 |        |            |   |                     |               | <b>P.O. Total:</b> \$4,184.60 |
| Hollandia Dairy | 170615 | 12/19/2014 | 1/31/2015                                 |                     |               | <input type="checkbox"/>      |
| Qty             | Unit   | Item No.   | Description                               | Unit Cost           | Extended Cost |                               |
| 6000            | EA     | 997007     | Lowfat 1% Pouch 1/2 PT 3X30 #1321         | \$0.2255            | \$1,353.00    |                               |
| 3000            | EA     | 997004     | Fat Free Milk, Mini 1/2PT #1386           | \$0.2152            | \$645.60      |                               |
| 10000           | EA     | 997009     | CHOC FF Milk Pouch 1/2 PT 3X30 #1401      | \$0.2135            | \$2,135.00    |                               |
| 3               | CS     | 997031     | Soy Milk, Plain PRL Org 8oz 24/cs #7070   | \$17.0000           | \$51.00       |                               |
|                 |        |            |   |                     |               | <b>Sales Tax:</b> \$0.00      |
|                 |        |            |   |                     |               | <b>P.O. Total:</b> \$4,184.60 |
| Hollandia Dairy | 170616 | 12/19/2014 | 1/31/2015                                 |                     |               | <input type="checkbox"/>      |
| Qty             | Unit   | Item No.   | Description                               | Unit Cost           | Extended Cost |                               |
| 6000            | EA     | 997007     | Lowfat 1% Pouch 1/2 PT 3X30 #1321         | \$0.2255            | \$1,353.00    |                               |
| 3000            | EA     | 997004     | Fat Free Milk, Mini 1/2PT #1386           | \$0.2152            | \$645.60      |                               |
| 1000            | EA     | 997009     | CHOC FF Milk Pouch 1/2 PT 3X30 #1401      | \$0.2135            | \$213.50      |                               |
| 3               | CS     | 997031     | Soy Milk, Plain PRL Org 8oz 24/cs #7070   | \$17.0000           | \$51.00       |                               |
|                 |        |            |   |                     |               | <b>Sales Tax:</b> \$0.00      |
|                 |        |            |   |                     |               | <b>P.O. Total:</b> \$2,263.10 |
| Hollandia Dairy | 170617 | 12/19/2014 | 1/31/2015                                 |                     |               | <input type="checkbox"/>      |
| Qty             | Unit   | Item No.   | Description                               | Unit Cost           | Extended Cost |                               |
| 6000            | EA     | 997007     | Lowfat 1% Pouch 1/2 PT 3X30 #1321         | \$0.2255            | \$1,353.00    |                               |
| 3000            | EA     | 997004     | Fat Free Milk, Mini 1/2PT #1386           | \$0.2152            | \$645.60      |                               |
| 10000           | EA     | 997009     | CHOC FF Milk Pouch 1/2 PT 3X30 #1401      | \$0.2135            | \$2,135.00    |                               |
| 3               | CS     | 997031     | Soy Milk, Plain PRL Org 8oz 24/cs #7070   | \$17.0000           | \$51.00       |                               |
|                 |        |            |   |                     |               | <b>Sales Tax:</b> \$0.00      |
|                 |        |            |   |                     |               | <b>P.O. Total:</b> \$4,184.60 |
| Hollandia Dairy | 170618 | 12/19/2014 | 1/31/2015                                 |                     |               | <input type="checkbox"/>      |
| Qty             | Unit   | Item No.   | Description                               | Unit Cost           | Extended Cost |                               |
| 3000            | EA     | 997007     | Lowfat 1% Pouch 1/2 PT 3X30 #1321         | \$0.2255            | \$676.50      |                               |
| 3000            | EA     | 997004     | Fat Free Milk, Mini 1/2PT #1386           | \$0.2152            | \$645.60      |                               |
| 3000            | EA     | 997009     | CHOC FF Milk Pouch 1/2 PT 3X30 #1401      | \$0.2135            | \$640.50      |                               |
| 3               | CS     | 997031     | Soy Milk, Plain PRL Org 8oz 24/cs #7070   | \$17.0000           | \$51.00       |                               |
| 10              | CS     | 997094     | Cottage Cheese, Low Fat, 5lb. #2044, 4/cs | \$10.5134           | \$105.13      |                               |

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|-----------------|--------|------------|---|-----------|--------------------|-------------|--------------------------|
| Hollandia Dairy | 170618 | 12/19/2014 | 1/31/2015                               |           |                    |             | <input type="checkbox"/> |
| Qty             | Unit   | Item No.   | Description                             | Unit Cost | Extended Cost      |             |                          |
| 10              | EA     | 997014     | Sour Cream 5-LB #2161                   | \$8.2905  | \$82.91            |             |                          |
| 50              | CS     | 997093     | Yogurt Yami Ass'd 4oz 48/case #2185     | \$14.4280 | \$721.40           |             |                          |
| 20              | case   | 997090     | Yogurt, Quart Ass'd                     | \$3.0000  | \$60.00            |             |                          |
| 50              | EA     | 997092     | Yogurt Vanilla 32lb #2700               | \$33.5816 | \$1,679.08         |             |                          |
| 10              | CS     | 997017     | Cream Cheese 100/1 oz cup/cs #5894      | \$19.2500 | \$192.50           |             |                          |
| 105             | EA     | 997096     | Juice, Appleberry, 4oz #3772            | \$0.1178  | \$12.37            |             |                          |
| 1               | EA     | 1624       | Half & Half, Plastic 12oz               | \$1.1176  | \$1.12             |             |                          |
| 4               | DZ     | 7025       | Eggs, Large Cartoned                    | \$2.8000  | \$11.20            |             |                          |
| 2               | EA     | 2167       | Sour Cream, PT                          | \$3.0826  | \$6.17             |             |                          |
| 12              | CS     | 3414       | Creamer, Non-Dairy, QT                  | \$1.5261  | \$18.31            |             |                          |
| 6               | CS     | 3444       | Creamer, French Vanilla, PT             | \$2.3200  | \$13.92            |             |                          |
| 1               | CS     | 3427       | Creamer, Coffee H.D., 3/8oz 400/CS      | \$9.7300  | \$9.73             |             |                          |
| 2               | CS     | 3435       | Creamer, French Vanilla, 1/2oz 288/CS   | \$20.1900 | \$40.38            |             |                          |
| 1               | EA     | 1672       | Whipping Cream 1/2 PT                   | \$1.5000  | \$1.50             |             |                          |
| 5               | EA     | 3713       | Juice, Orange 1/2 gal                   | \$3.0535  | \$15.27            |             |                          |
| 7               | DZ     | 7025       | Eggs, Large Cartoned                    | \$3.3600  | \$23.52            |             |                          |
|                 |        |            |   |           | <b>Sales Tax:</b>  | \$0.00      |                          |
|                 |        |            |   |           | <b>P.O. Total:</b> | \$5,008.10  | <input type="checkbox"/> |
| Hollandia Dairy | 170619 | 12/19/2014 | 1/31/2015                               |           |                    |             | <input type="checkbox"/> |
| Qty             | Unit   | Item No.   | Description                             | Unit Cost | Extended Cost      |             |                          |
| 30000           | EA     | 997099     | Lowfat 1% Pch 1/2 pt 3x30 #1321 (CACFP) | \$0.2255  | \$6,765.00         |             |                          |
|                 |        |            |   |           | <b>Sales Tax:</b>  | \$0.00      |                          |
|                 |        |            |   |           | <b>P.O. Total:</b> | \$6,765.00  | <input type="checkbox"/> |
| Hollandia Dairy | 170701 | 1/28/2015  | 2/28/2015                               |           |                    |             | <input type="checkbox"/> |
| Qty             | Unit   | Item No.   | Description                             | Unit Cost | Extended Cost      |             |                          |
| 6000            | EA     | 997007     | Lowfat 1% Pouch 1/2 PT 3X30 #1321       | \$0.2186  | \$1,311.60         |             |                          |
| 3000            | EA     | 997004     | Fat Free Milk, Mini 1/2PT #1386         | \$0.2112  | \$633.60           |             |                          |
| 10000           | EA     | 997009     | CHOC FF Milk Pouch 1/2 PT 3X30 #1401    | \$0.2095  | \$2,095.00         |             |                          |
| 3               | CS     | 997031     | Soy Milk, Plain PRL Org 8oz 24/cs #7070 | \$17.0000 | \$51.00            |             |                          |
|                 |        |            |   |           | <b>Sales Tax:</b>  | \$0.00      |                          |
|                 |        |            |   |           | <b>P.O. Total:</b> | \$4,091.20  | <input type="checkbox"/> |
| Hollandia Dairy | 170702 | 1/28/2015  | 2/28/2015                               |           |                    |             | <input type="checkbox"/> |
| Qty             | Unit   | Item No.   | Description                             | Unit Cost | Extended Cost      |             |                          |
| 6000            | EA     | 997007     | Lowfat 1% Pouch 1/2 PT 3X30 #1321       | \$0.2186  | \$1,311.60         |             |                          |
| 3000            | EA     | 997004     | Fat Free Milk, Mini 1/2PT #1386         | \$0.2112  | \$633.60           |             |                          |
| 10000           | EA     | 997009     | CHOC FF Milk Pouch 1/2 PT 3X30 #1401    | \$0.2095  | \$2,095.00         |             |                          |
| 3               | CS     | 997031     | Soy Milk, Plain PRL Org 8oz 24/cs #7070 | \$17.0000 | \$51.00            |             |                          |
|                 |        |            |   |           | <b>Sales Tax:</b>  | \$0.00      |                          |
|                 |        |            |   |           | <b>P.O. Total:</b> | \$4,091.20  | <input type="checkbox"/> |
| Hollandia Dairy | 170703 | 1/28/2015  | 2/28/2015                               |           |                    |             | <input type="checkbox"/> |
| Qty             | Unit   | Item No.   | Description                             | Unit Cost | Extended Cost      |             |                          |
| 6000            | EA     | 997007     | Lowfat 1% Pouch 1/2 PT 3X30 #1321       | \$0.2186  | \$1,311.60         |             |                          |
| 3000            | EA     | 997004     | Fat Free Milk, Mini 1/2PT #1386         | \$0.2112  | \$633.60           |             |                          |
| 10000           | EA     | 997009     | CHOC FF Milk Pouch 1/2 PT 3X30 #1401    | \$0.2095  | \$2,095.00         |             |                          |
| 3               | CS     | 997031     | Soy Milk, Plain PRL Org 8oz 24/cs #7070 | \$17.0000 | \$51.00            |             |                          |
|                 |        |            |   |           | <b>Sales Tax:</b>  | \$0.00      |                          |
|                 |        |            |   |           | <b>P.O. Total:</b> | \$4,091.20  | <input type="checkbox"/> |
| Hollandia Dairy | 170704 | 1/28/2015  | 2/28/2015                               |           |                    |             | <input type="checkbox"/> |
| Qty             | Unit   | Item No.   | Description                             | Unit Cost | Extended Cost      |             |                          |
| 6000            | EA     | 997007     | Lowfat 1% Pouch 1/2 PT 3X30 #1321       | \$0.2186  | \$1,311.60         |             |                          |

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|-----------------|--------|-----------|---|---------------------|--------------------|--------------------------|
| Hollandia Dairy | 170704 | 1/28/2015 | 2/28/2015                               |                     |                    | <input type="checkbox"/> |
| Qty             | Unit   | Item No.  | Description                             | Unit Cost           | Extended Cost      |                          |
| 3000            | EA     | 997004    | Fat Free Milk, Mini 1/2PT #1386         | \$0.2112            | \$633.60           |                          |
| 10000           | EA     | 997009    | CHOC FF Milk Pouch 1/2 PT 3X30 #1401    | \$0.2095            | \$2,095.00         |                          |
| 3               | CS     | 997031    | Soy Milk, Plain PRL Org 8oz 24/cs #7070 | \$17.0000           | \$51.00            |                          |
|                 |        |           |   |                     | <b>Sales Tax:</b>  | \$0.00                   |
|                 |        |           |   |                     | <b>P.O. Total:</b> | \$4,091.20               |
| Hollandia Dairy | 170705 | 1/28/2015 | 2/28/2015                               |                     |                    | <input type="checkbox"/> |
| Qty             | Unit   | Item No.  | Description                             | Unit Cost           | Extended Cost      |                          |
| 6000            | EA     | 997007    | Lowfat 1% Pouch 1/2 PT 3X30 #1321       | \$0.2186            | \$1,311.60         |                          |
| 3000            | EA     | 997004    | Fat Free Milk, Mini 1/2PT #1386         | \$0.2112            | \$633.60           |                          |
| 10000           | EA     | 997009    | CHOC FF Milk Pouch 1/2 PT 3X30 #1401    | \$0.2095            | \$2,095.00         |                          |
| 3               | CS     | 997031    | Soy Milk, Plain PRL Org 8oz 24/cs #7070 | \$17.0000           | \$51.00            |                          |
|                 |        |           |   |                     | <b>Sales Tax:</b>  | \$0.00                   |
|                 |        |           |   |                     | <b>P.O. Total:</b> | \$4,091.20               |
| Hollandia Dairy | 170706 | 1/28/2015 | 2/28/2015                               |                     |                    | <input type="checkbox"/> |
| Qty             | Unit   | Item No.  | Description                             | Unit Cost           | Extended Cost      |                          |
| 6000            | EA     | 997007    | Lowfat 1% Pouch 1/2 PT 3X30 #1321       | \$0.2186            | \$1,311.60         |                          |
| 3000            | EA     | 997004    | Fat Free Milk, Mini 1/2PT #1386         | \$0.2112            | \$633.60           |                          |
| 10000           | EA     | 997009    | CHOC FF Milk Pouch 1/2 PT 3X30 #1401    | \$0.2095            | \$2,095.00         |                          |
| 3               | CS     | 997031    | Soy Milk, Plain PRL Org 8oz 24/cs #7070 | \$17.0000           | \$51.00            |                          |
|                 |        |           |   |                     | <b>Sales Tax:</b>  | \$0.00                   |
|                 |        |           |   |                     | <b>P.O. Total:</b> | \$4,091.20               |
| Hollandia Dairy | 170707 | 1/28/2015 | 2/28/2015                               |                     |                    | <input type="checkbox"/> |
| Qty             | Unit   | Item No.  | Description                             | Unit Cost           | Extended Cost      |                          |
| 6000            | EA     | 997007    | Lowfat 1% Pouch 1/2 PT 3X30 #1321       | \$0.2186            | \$1,311.60         |                          |
| 3000            | EA     | 997004    | Fat Free Milk, Mini 1/2PT #1386         | \$0.2112            | \$633.60           |                          |
| 10000           | EA     | 997009    | CHOC FF Milk Pouch 1/2 PT 3X30 #1401    | \$0.2095            | \$2,095.00         |                          |
| 3               | CS     | 997031    | Soy Milk, Plain PRL Org 8oz 24/cs #7070 | \$17.0000           | \$51.00            |                          |
|                 |        |           |   |                     | <b>Sales Tax:</b>  | \$0.00                   |
|                 |        |           |   |                     | <b>P.O. Total:</b> | \$4,091.20               |
| Hollandia Dairy | 170708 | 1/28/2015 | 2/28/2015                               |                     |                    | <input type="checkbox"/> |
| Qty             | Unit   | Item No.  | Description                             | Unit Cost           | Extended Cost      |                          |
| 6000            | EA     | 997007    | Lowfat 1% Pouch 1/2 PT 3X30 #1321       | \$0.2186            | \$1,311.60         |                          |
| 3000            | EA     | 997004    | Fat Free Milk, Mini 1/2PT #1386         | \$0.2112            | \$633.60           |                          |
| 10000           | EA     | 997009    | CHOC FF Milk Pouch 1/2 PT 3X30 #1401    | \$0.2095            | \$2,095.00         |                          |
| 3               | CS     | 997031    | Soy Milk, Plain PRL Org 8oz 24/cs #7070 | \$17.0000           | \$51.00            |                          |
|                 |        |           |   |                     | <b>Sales Tax:</b>  | \$0.00                   |
|                 |        |           |   |                     | <b>P.O. Total:</b> | \$4,091.20               |
| Hollandia Dairy | 170709 | 1/28/2015 | 2/28/2015                               |                     |                    | <input type="checkbox"/> |
| Qty             | Unit   | Item No.  | Description                             | Unit Cost           | Extended Cost      |                          |
| 6000            | EA     | 997007    | Lowfat 1% Pouch 1/2 PT 3X30 #1321       | \$0.2186            | \$1,311.60         |                          |
| 3000            | EA     | 997004    | Fat Free Milk, Mini 1/2PT #1386         | \$0.2112            | \$633.60           |                          |
| 10000           | EA     | 997009    | CHOC FF Milk Pouch 1/2 PT 3X30 #1401    | \$0.2095            | \$2,095.00         |                          |
| 3               | CS     | 997031    | Soy Milk, Plain PRL Org 8oz 24/cs #7070 | \$17.0000           | \$51.00            |                          |
|                 |        |           |   |                     | <b>Sales Tax:</b>  | \$0.00                   |
|                 |        |           |   |                     | <b>P.O. Total:</b> | \$4,091.20               |
| Hollandia Dairy | 170710 | 1/28/2015 | 2/28/2015                               |                     |                    | <input type="checkbox"/> |
| Qty             | Unit   | Item No.  | Description                             | Unit Cost           | Extended Cost      |                          |
| 6000            | EA     | 997007    | Lowfat 1% Pouch 1/2 PT 3X30 #1321       | \$0.2186            | \$1,311.60         |                          |
| 3000            | EA     | 997004    | Fat Free Milk, Mini 1/2PT #1386         | \$0.2112            | \$633.60           |                          |

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Show all data where the Order Date is between 12/19/2014 and 1/29/2015

| Vendor Name     | PO No. | P.O. Date | Date Needed                             | Revised   | Needed Date   | Account No.        | Use Vendor Numbers       |
|-----------------|--------|-----------|---|-----------|---------------|--------------------|--------------------------|
| Hollandia Dairy | 170710 | 1/28/2015 | 2/28/2015                               |           |               |                    | <input type="checkbox"/> |
| Qty             | Unit   | Item No.  | Description                             | Unit Cost | Extended Cost |                    |                          |
| 10000           | EA     | 997009    | CHOC FF Milk Pouch 1/2 PT 3X30 #1401    | \$0.2095  | \$2,095.00    |                    |                          |
| 3               | CS     | 997031    | Soy Milk, Plain PRL Org 8oz 24/cs #7070 | \$17.0000 | \$51.00       |                    |                          |
|                 |        |           |   |           |               | <b>Sales Tax:</b>  | \$0.00                   |
|                 |        |           |   |           |               | <b>P.O. Total:</b> | \$4,091.20               |
| Hollandia Dairy | 170711 | 1/28/2015 | 2/28/2015                               |           |               |                    | <input type="checkbox"/> |
| Qty             | Unit   | Item No.  | Description                             | Unit Cost | Extended Cost |                    |                          |
| 6000            | EA     | 997007    | Lowfat 1% Pouch 1/2 PT 3X30 #1321       | \$0.2186  | \$1,311.60    |                    |                          |
| 3000            | EA     | 997004    | Fat Free Milk, Mini 1/2PT #1386         | \$0.2112  | \$633.60      |                    |                          |
| 10000           | EA     | 997009    | CHOC FF Milk Pouch 1/2 PT 3X30 #1401    | \$0.2095  | \$2,095.00    |                    |                          |
| 3               | CS     | 997031    | Soy Milk, Plain PRL Org 8oz 24/cs #7070 | \$17.0000 | \$51.00       |                    |                          |
|                 |        |           |   |           |               | <b>Sales Tax:</b>  | \$0.00                   |
|                 |        |           |   |           |               | <b>P.O. Total:</b> | \$4,091.20               |
| Hollandia Dairy | 170712 | 1/28/2015 | 2/28/2015                               |           |               |                    | <input type="checkbox"/> |
| Qty             | Unit   | Item No.  | Description                             | Unit Cost | Extended Cost |                    |                          |
| 6000            | EA     | 997007    | Lowfat 1% Pouch 1/2 PT 3X30 #1321       | \$0.2186  | \$1,311.60    |                    |                          |
| 3000            | EA     | 997004    | Fat Free Milk, Mini 1/2PT #1386         | \$0.2112  | \$633.60      |                    |                          |
| 10000           | EA     | 997009    | CHOC FF Milk Pouch 1/2 PT 3X30 #1401    | \$0.2095  | \$2,095.00    |                    |                          |
| 3               | CS     | 997031    | Soy Milk, Plain PRL Org 8oz 24/cs #7070 | \$17.0000 | \$51.00       |                    |                          |
|                 |        |           |   |           |               | <b>Sales Tax:</b>  | \$0.00                   |
|                 |        |           |   |           |               | <b>P.O. Total:</b> | \$4,091.20               |
| Hollandia Dairy | 170713 | 1/28/2015 | 2/28/2015                               |           |               |                    | <input type="checkbox"/> |
| Qty             | Unit   | Item No.  | Description                             | Unit Cost | Extended Cost |                    |                          |
| 6000            | EA     | 997007    | Lowfat 1% Pouch 1/2 PT 3X30 #1321       | \$0.2186  | \$1,311.60    |                    |                          |
| 3000            | EA     | 997004    | Fat Free Milk, Mini 1/2PT #1386         | \$0.2112  | \$633.60      |                    |                          |
| 10000           | EA     | 997009    | CHOC FF Milk Pouch 1/2 PT 3X30 #1401    | \$0.2095  | \$2,095.00    |                    |                          |
| 3               | CS     | 997031    | Soy Milk, Plain PRL Org 8oz 24/cs #7070 | \$17.0000 | \$51.00       |                    |                          |
|                 |        |           |   |           |               | <b>Sales Tax:</b>  | \$0.00                   |
|                 |        |           |   |           |               | <b>P.O. Total:</b> | \$4,091.20               |
| Hollandia Dairy | 170714 | 1/28/2015 | 2/28/2015                               |           |               |                    | <input type="checkbox"/> |
| Qty             | Unit   | Item No.  | Description                             | Unit Cost | Extended Cost |                    |                          |
| 6000            | EA     | 997007    | Lowfat 1% Pouch 1/2 PT 3X30 #1321       | \$0.2186  | \$1,311.60    |                    |                          |
| 3000            | EA     | 997004    | Fat Free Milk, Mini 1/2PT #1386         | \$0.2112  | \$633.60      |                    |                          |
| 10000           | EA     | 997009    | CHOC FF Milk Pouch 1/2 PT 3X30 #1401    | \$0.2095  | \$2,095.00    |                    |                          |
| 3               | CS     | 997031    | Soy Milk, Plain PRL Org 8oz 24/cs #7070 | \$17.0000 | \$51.00       |                    |                          |
|                 |        |           |   |           |               | <b>Sales Tax:</b>  | \$0.00                   |
|                 |        |           |   |           |               | <b>P.O. Total:</b> | \$4,091.20               |
| Hollandia Dairy | 170715 | 1/28/2015 | 2/28/2015                               |           |               |                    | <input type="checkbox"/> |
| Qty             | Unit   | Item No.  | Description                             | Unit Cost | Extended Cost |                    |                          |
| 13000           | EA     | 997007    | Lowfat 1% Pouch 1/2 PT 3X30 #1321       | \$0.2186  | \$2,841.80    |                    |                          |
| 6000            | EA     | 997004    | Fat Free Milk, Mini 1/2PT #1386         | \$0.2112  | \$1,267.20    |                    |                          |
| 1000            | EA     | 997009    | CHOC FF Milk Pouch 1/2 PT 3X30 #1401    | \$0.2095  | \$209.50      |                    |                          |
| 3               | CS     | 997031    | Soy Milk, Plain PRL Org 8oz 24/cs #7070 | \$17.0000 | \$51.00       |                    |                          |
|                 |        |           |   |           |               | <b>Sales Tax:</b>  | \$0.00                   |
|                 |        |           |   |           |               | <b>P.O. Total:</b> | \$4,369.50               |
| Hollandia Dairy | 170716 | 1/28/2015 | 1/28/2015                               | 2/28/2015 |               |                    | <input type="checkbox"/> |
| Qty             | Unit   | Item No.  | Description                             | Unit Cost | Extended Cost |                    |                          |
| 6000            | EA     | 997007    | Lowfat 1% Pouch 1/2 PT 3X30 #1321       | \$0.2186  | \$1,311.60    |                    |                          |
| 3000            | EA     | 997004    | Fat Free Milk, Mini 1/2PT #1386         | \$0.2112  | \$633.60      |                    |                          |
| 10000           | EA     | 997009    | CHOC FF Milk Pouch 1/2 PT 3X30 #1401    | \$0.2095  | \$2,095.00    |                    |                          |

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|-----------------|--------|-----------|---|---------------------|---------------|-------------------------------|
| Hollandia Dairy | 170716 | 1/28/2015 | 1/28/2015                                 | 2/28/2015           |               | <input type="checkbox"/>      |
| Qty             | Unit   | Item No.  | Description                               | Unit Cost           | Extended Cost |                               |
| 3               | CS     | 997031    | Soy Milk, Plain PRL Org 8oz 24/cs #7070   | \$17.0000           | \$51.00       |                               |
|                 |        |           |   |                     |               | <b>Sales Tax:</b> \$0.00      |
|                 |        |           |   |                     |               | <b>P.O. Total:</b> \$4,091.20 |
| Hollandia Dairy | 170717 | 1/28/2015 | 2/28/2015                                 |                     |               | <input type="checkbox"/>      |
| Qty             | Unit   | Item No.  | Description                               | Unit Cost           | Extended Cost |                               |
| 6000            | EA     | 997007    | Lowfat 1% Pouch 1/2 PT 3X30 #1321         | \$0.2186            | \$1,311.60    |                               |
| 3000            | EA     | 997004    | Fat Free Milk, Mini 1/2PT #1386           | \$0.2112            | \$633.60      |                               |
| 10000           | EA     | 997009    | CHOC FF Milk Pouch 1/2 PT 3X30 #1401      | \$0.2095            | \$2,095.00    |                               |
| 3               | CS     | 997031    | Soy Milk, Plain PRL Org 8oz 24/cs #7070   | \$17.0000           | \$51.00       |                               |
|                 |        |           |   |                     |               | <b>Sales Tax:</b> \$0.00      |
|                 |        |           |   |                     |               | <b>P.O. Total:</b> \$4,091.20 |
| Hollandia Dairy | 170718 | 1/28/2015 | 2/28/2015                                 |                     |               | <input type="checkbox"/>      |
| Qty             | Unit   | Item No.  | Description                               | Unit Cost           | Extended Cost |                               |
| 6000            | EA     | 997007    | Lowfat 1% Pouch 1/2 PT 3X30 #1321         | \$0.2186            | \$1,311.60    |                               |
| 3000            | EA     | 997004    | Fat Free Milk, Mini 1/2PT #1386           | \$0.2112            | \$633.60      |                               |
| 10000           | EA     | 997009    | CHOC FF Milk Pouch 1/2 PT 3X30 #1401      | \$0.2095            | \$2,095.00    |                               |
| 3               | CS     | 997031    | Soy Milk, Plain PRL Org 8oz 24/cs #7070   | \$17.0000           | \$51.00       |                               |
|                 |        |           |   |                     |               | <b>Sales Tax:</b> \$0.00      |
|                 |        |           |   |                     |               | <b>P.O. Total:</b> \$4,091.20 |
| Hollandia Dairy | 170719 | 1/28/2015 | 2/28/2015                                 |                     |               | <input type="checkbox"/>      |
| Qty             | Unit   | Item No.  | Description                               | Unit Cost           | Extended Cost |                               |
| 6000            | EA     | 997007    | Lowfat 1% Pouch 1/2 PT 3X30 #1321         | \$0.2186            | \$1,311.60    |                               |
| 3000            | EA     | 997004    | Fat Free Milk, Mini 1/2PT #1386           | \$0.2112            | \$633.60      |                               |
| 1000            | EA     | 997009    | CHOC FF Milk Pouch 1/2 PT 3X30 #1401      | \$0.2095            | \$209.50      |                               |
| 3               | CS     | 997031    | Soy Milk, Plain PRL Org 8oz 24/cs #7070   | \$17.0000           | \$51.00       |                               |
|                 |        |           |   |                     |               | <b>Sales Tax:</b> \$0.00      |
|                 |        |           |   |                     |               | <b>P.O. Total:</b> \$2,205.70 |
| Hollandia Dairy | 170720 | 1/28/2015 | 2/28/2015                                 |                     |               | <input type="checkbox"/>      |
| Qty             | Unit   | Item No.  | Description                               | Unit Cost           | Extended Cost |                               |
| 6000            | EA     | 997007    | Lowfat 1% Pouch 1/2 PT 3X30 #1321         | \$0.2186            | \$1,311.60    |                               |
| 3000            | EA     | 997004    | Fat Free Milk, Mini 1/2PT #1386           | \$0.2112            | \$633.60      |                               |
| 10000           | EA     | 997009    | CHOC FF Milk Pouch 1/2 PT 3X30 #1401      | \$0.2095            | \$2,095.00    |                               |
| 3               | CS     | 997031    | Soy Milk, Plain PRL Org 8oz 24/cs #7070   | \$17.0000           | \$51.00       |                               |
|                 |        |           |   |                     |               | <b>Sales Tax:</b> \$0.00      |
|                 |        |           |   |                     |               | <b>P.O. Total:</b> \$4,091.20 |
| Hollandia Dairy | 170722 | 1/28/2015 | 2/28/2015                                 |                     |               | <input type="checkbox"/>      |
| Qty             | Unit   | Item No.  | Description                               | Unit Cost           | Extended Cost |                               |
| 3000            | EA     | 997007    | Lowfat 1% Pouch 1/2 PT 3X30 #1321         | \$0.2186            | \$655.80      |                               |
| 3000            | EA     | 997004    | Fat Free Milk, Mini 1/2PT #1386           | \$0.2112            | \$633.60      |                               |
| 3000            | EA     | 997009    | CHOC FF Milk Pouch 1/2 PT 3X30 #1401      | \$0.2095            | \$628.50      |                               |
| 3               | CS     | 997031    | Soy Milk, Plain PRL Org 8oz 24/cs #7070   | \$17.0000           | \$51.00       |                               |
| 10              | CS     | 997094    | Cottage Cheese, Low Fat, 5lb. #2044, 4/cs | \$10.5134           | \$105.13      |                               |
| 10              | EA     | 997014    | Sour Cream 5-LB #2161                     | \$8.2905            | \$82.91       |                               |
| 50              | CS     | 997093    | Yogurt Yami Assrd 4oz 48/case #2185       | \$14.4280           | \$721.40      |                               |
| 20              | case   | 997090    | Yogurt, Quart Assrd                       | \$3.0000            | \$60.00       |                               |
| 50              | EA     | 997092    | Yogurt Vanilla 32lb #2700                 | \$33.5816           | \$1,679.08    |                               |
| 10              | CS     | 997017    | Cream Cheese 100/1 oz cup/cs #5894        | \$19.2500           | \$192.50      |                               |
|                 |        |           |   |                     |               | <b>Sales Tax:</b> \$0.00      |
|                 |        |           |   |                     |               | <b>P.O. Total:</b> \$4,809.92 |

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|--------------------------|---------------|------------------|---|-----------|----------------------|--------------|--------------------------|
| <b>Hollandia Dairy</b>   | <b>170723</b> | <b>1/28/2015</b> | <b>2/28/2015</b>                        |           |                      |              | <input type="checkbox"/> |
| Qty                      | Unit          | Item No.         | Description                             | Unit Cost | Extended Cost        |              |                          |
| 30000                    | EA            | 997099           | Lowfat 1% Pch 1/2 pt 3x30 #1321 (CACFP) | \$0.2186  | \$6,558.00           |              |                          |
|                          |               |                  |   |           | <b>Sales Tax:</b>    | \$0.00       |                          |
|                          |               |                  |   |           | <b>P.O. Total:</b>   | \$6,558.00   |                          |
|                          |               |                  |   |           | <b>Vendor Total:</b> | \$185,430.92 |                          |
| <b>Papa John's Pizza</b> | <b>170628</b> | <b>1/5/2015</b>  | <b>6/30/2015</b>                        |           |                      |              | <input type="checkbox"/> |
| Qty                      | Unit          | Item No.         | Description                             | Unit Cost | Extended Cost        |              |                          |
| 1000                     | each          | 997557           | Pizza, Whole Grain 16" Pepperoni        | \$6.7100  | \$6,710.00           |              |                          |
| 500                      | each          | 997513           | Pizza, Whole Grain 16" Cheese           | \$6.7100  | \$3,355.00           |              |                          |
| 50                       | each          | 997559           | Pizza, Whole Grain 16" Sausage          | \$6.7100  | \$335.50             |              |                          |
|                          |               |                  |   |           | <b>Sales Tax:</b>    | \$0.00       |                          |
|                          |               |                  |   |           | <b>P.O. Total:</b>   | \$10,400.50  |                          |
| <b>Papa John's Pizza</b> | <b>170629</b> | <b>1/5/2015</b>  | <b>6/30/2015</b>                        |           |                      |              | <input type="checkbox"/> |
| Qty                      | Unit          | Item No.         | Description                             | Unit Cost | Extended Cost        |              |                          |
| 1000                     | each          | 997557           | Pizza, Whole Grain 16" Pepperoni        | \$6.7100  | \$6,710.00           |              |                          |
| 500                      | each          | 997513           | Pizza, Whole Grain 16" Cheese           | \$6.7100  | \$3,355.00           |              |                          |
| 50                       | each          | 997559           | Pizza, Whole Grain 16" Sausage          | \$6.7100  | \$335.50             |              |                          |
|                          |               |                  |   |           | <b>Sales Tax:</b>    | \$0.00       |                          |
|                          |               |                  |   |           | <b>P.O. Total:</b>   | \$10,400.50  |                          |
| <b>Papa John's Pizza</b> | <b>170630</b> | <b>1/5/2015</b>  | <b>6/30/2015</b>                        |           |                      |              | <input type="checkbox"/> |
| Qty                      | Unit          | Item No.         | Description                             | Unit Cost | Extended Cost        |              |                          |
| 1000                     | each          | 997557           | Pizza, Whole Grain 16" Pepperoni        | \$6.7100  | \$6,710.00           |              |                          |
| 500                      | each          | 997513           | Pizza, Whole Grain 16" Cheese           | \$6.7100  | \$3,355.00           |              |                          |
| 50                       | each          | 997559           | Pizza, Whole Grain 16" Sausage          | \$6.7100  | \$335.50             |              |                          |
|                          |               |                  |   |           | <b>Sales Tax:</b>    | \$0.00       |                          |
|                          |               |                  |   |           | <b>P.O. Total:</b>   | \$10,400.50  |                          |
| <b>Papa John's Pizza</b> | <b>170631</b> | <b>1/5/2015</b>  | <b>6/30/2015</b>                        |           |                      |              | <input type="checkbox"/> |
| Qty                      | Unit          | Item No.         | Description                             | Unit Cost | Extended Cost        |              |                          |
| 1000                     | each          | 997557           | Pizza, Whole Grain 16" Pepperoni        | \$6.7100  | \$6,710.00           |              |                          |
| 500                      | each          | 997513           | Pizza, Whole Grain 16" Cheese           | \$6.7100  | \$3,355.00           |              |                          |
| 50                       | each          | 997559           | Pizza, Whole Grain 16" Sausage          | \$6.7100  | \$335.50             |              |                          |
|                          |               |                  |   |           | <b>Sales Tax:</b>    | \$0.00       |                          |
|                          |               |                  |   |           | <b>P.O. Total:</b>   | \$10,400.50  |                          |
| <b>Papa John's Pizza</b> | <b>170632</b> | <b>1/5/2015</b>  | <b>6/30/2015</b>                        |           |                      |              | <input type="checkbox"/> |
| Qty                      | Unit          | Item No.         | Description                             | Unit Cost | Extended Cost        |              |                          |
| 1000                     | each          | 997557           | Pizza, Whole Grain 16" Pepperoni        | \$6.7100  | \$6,710.00           |              |                          |
| 500                      | each          | 997513           | Pizza, Whole Grain 16" Cheese           | \$6.7100  | \$3,355.00           |              |                          |
| 50                       | each          | 997559           | Pizza, Whole Grain 16" Sausage          | \$6.7100  | \$335.50             |              |                          |
|                          |               |                  |   |           | <b>Sales Tax:</b>    | \$0.00       |                          |
|                          |               |                  |   |           | <b>P.O. Total:</b>   | \$10,400.50  |                          |
| <b>Papa John's Pizza</b> | <b>170633</b> | <b>1/5/2015</b>  | <b>6/30/2015</b>                        |           |                      |              | <input type="checkbox"/> |
| Qty                      | Unit          | Item No.         | Description                             | Unit Cost | Extended Cost        |              |                          |
| 3000                     | each          | 997557           | Pizza, Whole Grain 16" Pepperoni        | \$6.7100  | \$20,130.00          |              |                          |
| 2000                     | each          | 997513           | Pizza, Whole Grain 16" Cheese           | \$6.7100  | \$13,420.00          |              |                          |
| 50                       | each          | 997559           | Pizza, Whole Grain 16" Sausage          | \$6.7100  | \$335.50             |              |                          |



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| Vendor Name                | PO No.      | P.O. Date       | Date Needed                                 | Revised Needed Date | Account No.          | Use Vendor Numbers       |
|----------------------------|-------------|-----------------|---|---------------------|----------------------|--------------------------|
| Papa John's Pizza          | 170633      | 1/5/2015        | 6/30/2015                                   |                     |                      | <input type="checkbox"/> |
| <b>Qty</b>                 | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                          |                     | <b>Unit Cost</b>     | <b>Extended Cost</b>     |
|                            |             |                 |   |                     | <b>Sales Tax:</b>    | \$0.00                   |
|                            |             |                 |   |                     | <b>P.O. Total:</b>   | \$33,885.50              |
| Papa John's Pizza          | 170634      | 1/5/2015        | 6/30/2015                                   |                     |                      | <input type="checkbox"/> |
| <b>Qty</b>                 | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                          |                     | <b>Unit Cost</b>     | <b>Extended Cost</b>     |
| 3000                       | EA          | 997564          | Pizza, Whole Grain 16" Pepperoni (CACFP)    |                     | \$6.7100             | \$20,130.00              |
| 1000                       | EA          | 997565          | Pizza, Whole Grain 16" Cheese (CACFP)       |                     | \$6.7100             | \$6,710.00               |
| 200                        | EA          | 997566          | Pizza, Whole Grain 16" Hawaiian (CACFP)     |                     | \$6.7100             | \$1,342.00               |
|                            |             |                 |   |                     | <b>Sales Tax:</b>    | \$0.00                   |
|                            |             |                 |   |                     | <b>P.O. Total:</b>   | \$28,182.00              |
|                            |             |                 |   |                     | <b>Vendor Total:</b> | \$114,070.00             |
| Petty Cash                 | 170674      | 1/20/2015       | 1/20/2015                                   |                     |                      | <input type="checkbox"/> |
| <b>Qty</b>                 | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                          |                     | <b>Unit Cost</b>     | <b>Extended Cost</b>     |
| 1                          | lot         | 1               | Food Expense                                |                     | \$29.3200            | \$29.32                  |
|                            |             |                 |   |                     | <b>Sales Tax:</b>    | \$0.00                   |
|                            |             |                 |   |                     | <b>P.O. Total:</b>   | \$29.32                  |
|                            |             |                 |   |                     | <b>Vendor Total:</b> | \$29.32                  |
| U.S. Foodservice, Inc.     | 170725      | 1/28/2015       | 2/4/2015                                    |                     |                      | <input type="checkbox"/> |
| <b>Qty</b>                 | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                          |                     | <b>Unit Cost</b>     | <b>Extended Cost</b>     |
| 1                          | cs          | 1               | USF# 607622, Almond, Slivered, 5lb          |                     | \$37.4300            | \$37.43                  |
| 1                          | cs          | 2               | USF# 4358495, Bacon, 15lb                   |                     | \$45.4800            | \$45.48                  |
|                            |             |                 |   |                     | <b>Sales Tax:</b>    | \$0.00                   |
|                            |             |                 |   |                     | <b>P.O. Total:</b>   | \$82.91                  |
| U.S. Foodservice, Inc.     | 170726      | 1/28/2015       | 2/4/2015                                    |                     |                      | <input type="checkbox"/> |
| <b>Qty</b>                 | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                          |                     | <b>Unit Cost</b>     | <b>Extended Cost</b>     |
| 1                          | cs          | 1               | USF #4559183, Jalapenos, Sliced 6/#10       |                     | \$24.3000            | \$24.30                  |
| 1                          | cs          | 2               | USF #5970280, Cranberries, Dried, 2/48oz    |                     | \$13.2600            | \$13.26                  |
| 1                          | cs          | 3               | USF #4396685, Sunflower Seed, 25lb          |                     | \$52.4800            | \$52.48                  |
|                            |             |                 |   |                     | <b>Sales Tax:</b>    | \$0.00                   |
|                            |             |                 |   |                     | <b>P.O. Total:</b>   | \$90.04                  |
|                            |             |                 |   |                     | <b>Vendor Total:</b> | \$172.95                 |
| Heartland School Solutions | 170641      | 1/6/2015        | 12/31/2015                                  |                     |                      | <input type="checkbox"/> |
| <b>Qty</b>                 | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                          |                     | <b>Unit Cost</b>     | <b>Extended Cost</b>     |
| 1                          | ea          | 1               | SY 14-15 - Nutrikids Menu Planning Software |                     | \$231.0000           | \$231.00                 |
|                            |             |                 |   |                     | <b>Sales Tax:</b>    | \$0.00                   |
|                            |             |                 |   |                     | <b>P.O. Total:</b>   | \$231.00                 |
|                            |             |                 |   |                     | <b>Vendor Total:</b> | \$231.00                 |

# Purchase Orders - Detail

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## Fullerton School District

Show all data where the Order Date is between 12/19/2014 and 1/29/2015

| Vendor Name              | PO No. | P.O. Date  | Date Needed                     | Revised   | Needed Date   | Account No. | Use Vendor Numbers       |
|--------------------------|--------|------------|---------------------------------|-----------|---------------|-------------|--------------------------|
| Sunrise Produce Company  | 170620 | 12/19/2014 | 1/2/2015                        |           |               |             | <input type="checkbox"/> |
| Qty                      | Unit   | Item No.   | Description                     | Unit Cost | Extended Cost |             |                          |
| 11                       | CS     | 999130     | Banana, Petite GreenTip 40#/cs  | \$20.5000 | \$225.50      |             |                          |
| 47                       | CS     | 999030     | Apple, Red Variety 138ct/CS     | \$26.5000 | \$1,245.50    |             |                          |
| 1                        | CS     | 999266     | Broccoli Florets, 4/5LB CS      | \$27.0000 | \$27.00       |             |                          |
| 40                       | CS     | 999023     | Carrot, Baby Peeled 100/3oz. CS | \$20.2500 | \$810.00      |             |                          |
| 4                        | CS     | 999147     | Pear, Variety 135ct/CS          | \$26.5000 | \$106.00      |             |                          |
| 2                        | CS     | 999013     | Romaine, Chopped 6-2#/CS        | \$20.5000 | \$41.00       |             |                          |
| 2                        | CS     | 999001     | Carrot Coins, 4/5lb CS          | \$20.3500 | \$40.70       |             |                          |
| 2                        | EA     | 999006     | Cucumber, ea                    | \$0.5690  | \$1.14        |             |                          |
| 3                        | EA     | 999005     | Cilantro, 1BU/EA                | \$0.4500  | \$1.35        |             |                          |
| 1                        | LU     | 999259     | Tomato, Repack 5x6 LU           | \$20.6500 | \$20.65       |             |                          |
| 4                        | BG     | 03527      | Cabbage-Red Shredded 1/8" 5#/BG | \$6.6500  | \$26.60       |             |                          |
| 1                        | SK     | 999261     | Carrot, Jumbo 25#/SK            | \$15.6500 | \$15.65       |             |                          |
| 1                        | CS     | 999214     | Lettuce, Green Leaf 24ct/CS     | \$17.2000 | \$17.20       |             |                          |
| 4                        | CS     | 999041     | Orange, Choice 138ct/CS         | \$16.7000 | \$66.80       |             |                          |
| 1                        | UN     | 999139     | Pepper, Bell Red Choice 1-lb/UN | \$1.2560  | \$1.26        |             |                          |
| 1                        | LB     | 999061     | Tomato, Repack 5x6 1-lb         | \$1.4920  | \$1.49        |             |                          |
| 15                       | CS     | 999129     | Tangerine-Variety (Bald) Lg CS  | \$18.5000 | \$277.50      |             |                          |
| <b>Sales Tax:</b>        |        |            |                                 |           |               |             | \$0.00                   |
| <b>P.O. Total:</b>       |        |            |                                 |           |               |             | \$2,925.34               |
| <input type="checkbox"/> |        |            |                                 |           |               |             |                          |
| Sunrise Produce Company  | 170635 | 1/5/2015   | 1/6/2015                        |           |               |             | <input type="checkbox"/> |
| Qty                      | Unit   | Item No.   | Description                     | Unit Cost | Extended Cost |             |                          |
| 38                       | CS     | 999130     | Banana, Petite GreenTip 40#/cs  | \$20.5000 | \$779.00      |             |                          |
| 36                       | CS     | 999147     | Pear, Variety 135ct/CS          | \$26.5000 | \$954.00      |             |                          |
| 18                       | CS     | 999013     | Romaine, Chopped 6-2#/CS        | \$18.0000 | \$324.00      |             |                          |
| 6                        | CS     | 999247     | Lettuce, Romaine 24ct/CS        | \$20.7000 | \$124.20      |             |                          |
| <b>Sales Tax:</b>        |        |            |                                 |           |               |             | \$0.00                   |
| <b>P.O. Total:</b>       |        |            |                                 |           |               |             | \$2,181.20               |
| <input type="checkbox"/> |        |            |                                 |           |               |             |                          |
| Sunrise Produce Company  | 170636 | 1/5/2015   | 1/7/2015                        |           |               |             | <input type="checkbox"/> |
| Qty                      | Unit   | Item No.   | Description                     | Unit Cost | Extended Cost |             |                          |
| 13                       | FL     | 02900      | Tomatoes-Cherry 12/PT FL        | \$19.1500 | \$248.95      |             |                          |
| 1                        | EA     | 01910      | Chives-Bunch                    | \$1.6500  | \$1.65        |             |                          |
| 1                        | CS     | 03422      | Potatoes-Russet 35ct/CS         | \$23.6500 | \$23.65       |             |                          |
| 2                        | LB     | 999078     | Mushroom, Medium 1#             | \$5.5000  | \$11.00       |             |                          |
| 1                        | BG     | 999216     | Salad Mix, 4-way 5#/bag         | \$3.5750  | \$3.58        |             |                          |
| 1                        | EA     | 999146     | Tomatoes, Grape Basket          | \$1.6950  | \$1.70        |             |                          |
| 2                        | EA     | 999006     | Cucumber, ea                    | \$0.6770  | \$1.35        |             |                          |
| 1                        | EA     | 999238     | Squash-Zucchini, Med ea         | \$0.8230  | \$0.82        |             |                          |
| 1                        | EA     | 999059     | Pepper, Bell Red, 1EA           | \$0.4930  | \$0.49        |             |                          |
| 1                        | EA     | 999119     | Onion, Red Jumbo 1 EA           | \$0.5030  | \$0.50        |             |                          |
| 1                        | CS     | 999214     | Lettuce, Green Leaf 24ct/CS     | \$19.7000 | \$19.70       |             |                          |
| 2                        | LB     | 999061     | Tomato, Repack 5x6 1-lb         | \$1.5290  | \$3.06        |             |                          |
| 1                        | EA     | 02019      | Pepper-Bell Yellow Med          | \$0.9500  | \$0.95        |             |                          |
| <b>Sales Tax:</b>        |        |            |                                 |           |               |             | \$0.00                   |
| <b>P.O. Total:</b>       |        |            |                                 |           |               |             | \$317.40                 |
| <input type="checkbox"/> |        |            |                                 |           |               |             |                          |
| Sunrise Produce Company  | 170637 | 1/5/2015   | 1/8/2015                        |           |               |             | <input type="checkbox"/> |
| Qty                      | Unit   | Item No.   | Description                     | Unit Cost | Extended Cost |             |                          |
| 5                        | CS     | 999130     | Banana, Petite GreenTip 40#/cs  | \$20.5000 | \$102.50      |             |                          |
| 57                       | CS     | 999023     | Carrot, Baby Peeled 100/3oz. CS | \$20.2500 | \$1,154.25    |             |                          |
| 1                        | CS     | 999266     | Broccoli Florets, 4/5LB CS      | \$27.0000 | \$27.00       |             |                          |
| 10                       | CS     | 999030     | Apple, Red Variety 138ct/CS     | \$26.5000 | \$265.00      |             |                          |
| 36                       | CS     | 999147     | Pear, Variety 135ct/CS          | \$26.5000 | \$954.00      |             |                          |
| 1                        | CS     | 999001     | Carrot Coins, 4/5lb CS          | \$20.3500 | \$20.35       |             |                          |
| 1                        | EA     | 999146     | Tomatoes, Grape Basket          | \$1.6950  | \$1.70        |             |                          |

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| Vendor Name             | PO No. | P.O. Date | Date Needed                     | Revised   | Needed Date        | Account No. | Use Vendor Numbers       |
|-------------------------|--------|-----------|---------------------------------|-----------|--------------------|-------------|--------------------------|
| Sunrise Produce Company | 170637 | 1/5/2015  | 1/8/2015                        |           |                    |             | <input type="checkbox"/> |
| Qty                     | Unit   | Item No.  | Description                     | Unit Cost | Extended Cost      |             |                          |
| 1                       | EA     | 999059    | Pepper, Bell Red, 1EA           | \$0.4930  | \$0.49             |             |                          |
| 1                       | EA     | 02019     | Pepper-Bell Yellow Med.         | \$0.9500  | \$0.95             |             |                          |
| 1                       | UN     | 999144    | Apple, GrannySmith XF LB/UN     | \$1.0280  | \$1.03             |             |                          |
| 1                       | UN     | 999283    | Pear, Green 1#/UN               | \$1.2090  | \$1.21             |             |                          |
| 1                       | EA     | 999118    | Melon-Cantaloupe, 1EA           | \$3.3940  | \$3.39             |             |                          |
| 1                       | EA     | 999137    | Pineapple, EA                   | \$5.3820  | \$5.38             |             |                          |
|                         |        |           |                                 |           | <b>Sales Tax:</b>  | \$0.00      |                          |
|                         |        |           |                                 |           | <b>P.O. Total:</b> | \$2,537.25  | <input type="checkbox"/> |
| Sunrise Produce Company | 170654 | 1/9/2015  | 1/12/2015                       |           |                    |             | <input type="checkbox"/> |
| Qty                     | Unit   | Item No.  | Description                     | Unit Cost | Extended Cost      |             |                          |
| 11                      | CS     | 999130    | Banana, Petite GreenTip 40#/cs  | \$20.5000 | \$225.50           |             |                          |
| 1                       | CS     | 999266    | Broccoli Florets, 4/5LB CS      | \$27.0000 | \$27.00            |             |                          |
| 1                       | CS     | 999071    | Cauliflower Florets 4/5LB CS    | \$34.0000 | \$34.00            |             |                          |
| 16                      | BG     | 999007    | Jicama Sticks, 5LB/BG           | \$11.5000 | \$184.00           |             |                          |
| 1                       | CS     | 999001    | Carrot Coins, 4/5lb CS          | \$20.3500 | \$20.35            |             |                          |
| 1                       | LU     | 999259    | Tomato, Repack 5x6 LU           | \$21.1500 | \$21.15            |             |                          |
| 1                       | SK     | 999261    | Carrot, Jumbo 25#/SK            | \$14.6500 | \$14.65            |             |                          |
| 6                       | CS     | 999247    | Lettuce, Romaine 24ct/CS        | \$29.2000 | \$175.20           |             |                          |
| 4                       | CS     | 999041    | Orange, Choice 138ct/CS         | \$16.7000 | \$66.80            |             |                          |
| 4                       | LB     | 999246    | Onions, Red Jumbo 1LB           | \$0.7640  | \$3.06             |             |                          |
| 12                      | CS     | 999023    | Carrot, Baby Peeled 100/3oz. CS | \$20.2500 | \$243.00           |             |                          |
| 4                       | CS     | 999147    | Pear, Variety 135ct/CS          | \$26.5000 | \$106.00           |             |                          |
| 6                       | CS     | 999129    | Tangerine-Variety (Bald) Lg CS  | \$18.5000 | \$111.00           |             |                          |
| 15                      | CS     | 999030    | Apple, Red Variety 138ct/CS     | \$26.5000 | \$397.50           |             |                          |
| 1                       | CS     | 999214    | Lettuce, Green Leaf 24ct/CS     | \$24.2000 | \$24.20            |             |                          |
| 1                       | LB     | 999061    | Tomato, Repack 5x6 1-lb         | \$1.5290  | \$1.53             |             |                          |
| 2                       | EA     | 999006    | Cucumber, ea                    | \$0.6770  | \$1.35             |             |                          |
|                         |        |           |                                 |           | <b>Sales Tax:</b>  | \$0.00      |                          |
|                         |        |           |                                 |           | <b>P.O. Total:</b> | \$1,656.29  | <input type="checkbox"/> |
| Sunrise Produce Company | 170655 | 1/9/2015  | 1/13/2015                       |           |                    |             | <input type="checkbox"/> |
| Qty                     | Unit   | Item No.  | Description                     | Unit Cost | Extended Cost      |             |                          |
| 34                      | CS     | 999130    | Banana, Petite GreenTip 40#/cs  | \$20.5000 | \$697.00           |             |                          |
| 16                      | CS     | 999013    | Romaine, Chopped 6-2#/CS        | \$20.0000 | \$320.00           |             |                          |
| 5                       | EA     | 999005    | Cilantro, 1BU/EA                | \$0.6500  | \$3.25             |             |                          |
| 6                       | CS     | 9080      | Jicama Sticks 96/2.75oz         | \$70.2500 | \$421.50           |             |                          |
| 1                       | BG     | 03527     | Cabbage-Red Shredded 1/8" 5#    | \$6.6500  | \$6.65             |             |                          |
|                         |        |           |                                 |           | <b>Sales Tax:</b>  | \$0.00      |                          |
|                         |        |           |                                 |           | <b>P.O. Total:</b> | \$1,448.40  | <input type="checkbox"/> |
| Sunrise Produce Company | 170656 | 1/9/2015  | 1/14/2015                       |           |                    |             | <input type="checkbox"/> |
| Qty                     | Unit   | Item No.  | Description                     | Unit Cost | Extended Cost      |             |                          |
| 6                       | CS     | 999130    | Banana, Petite GreenTip 40#/cs  | \$20.5000 | \$123.00           |             |                          |
| 5                       | CS     | 999266    | Broccoli Florets, 4/5LB CS      | \$27.0000 | \$135.00           |             |                          |
|                         |        |           |                                 |           | <b>Sales Tax:</b>  | \$0.00      |                          |
|                         |        |           |                                 |           | <b>P.O. Total:</b> | \$258.00    | <input type="checkbox"/> |
| Sunrise Produce Company | 170657 | 1/9/2015  | 1/15/2015                       |           |                    |             | <input type="checkbox"/> |
| Qty                     | Unit   | Item No.  | Description                     | Unit Cost | Extended Cost      |             |                          |
| 5                       | CS     | 999130    | Banana, Petite GreenTip 40#/cs  | \$20.5000 | \$102.50           |             |                          |
| 36                      | CS     | 999030    | Apple, Red Variety 138ct/CS     | \$26.5000 | \$954.00           |             |                          |
|                         |        |           |                                 |           | <b>Sales Tax:</b>  | \$0.00      |                          |
|                         |        |           |                                 |           | <b>P.O. Total:</b> | \$1,056.50  | <input type="checkbox"/> |

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| Vendor Name                    | PO No.        | P.O. Date        | Date Needed                      | Revised   | Needed Date   | Account No. | Use Vendor Numbers       |
|--------------------------------|---------------|------------------|----------------------------------|-----------|---------------|-------------|--------------------------|
| <b>Sunrise Produce Company</b> | <b>170658</b> | <b>1/9/2015</b>  | <b>1/16/2015</b>                 |           |               |             | <input type="checkbox"/> |
| Qty                            | Unit          | Item No.         | Description                      | Unit Cost | Extended Cost |             |                          |
| 2                              | EA            | 999006           | Cucumber, ea                     | \$0.6770  | \$1.35        |             |                          |
| 1                              | LB            | 999061           | Tomato, Repack 5x6 1-lb          | \$1.3120  | \$1.31        |             |                          |
| 1                              | EA            | 999119           | Onion, Red Jumbo 1 EA            | \$0.4600  | \$0.46        |             |                          |
| 1                              | EA            | 999238           | Squash-Zucchini, Med ea          | \$0.8880  | \$0.89        |             |                          |
| 2                              | EA            | 999146           | Tomatoes, Grape Basket           | \$1.6950  | \$3.39        |             |                          |
| 1                              | LB            | 999078           | Mushroom, Medium 1#              | \$5.5000  | \$5.50        |             |                          |
| 1                              | CS            | 999204           | Lettuce, Spring Mix Sweet 3#/CS  | \$11.2000 | \$11.20       |             |                          |
| 1                              | CS            | 999120           | Lettuce, Greenleaf 12ct/CS       | \$25.3080 | \$25.31       |             |                          |
| 1                              | UN            | 999144           | Apple, GrannySmith XF LB/UN      | \$0.9630  | \$0.96        |             |                          |
| 1                              | UN            | 999283           | Pear, Green 1#/UN                | \$1.3070  | \$1.31        |             |                          |
| 1                              | EA            | 999118           | Melon-Cantaloupe, 1EA            | \$3.2640  | \$3.26        |             |                          |
| 1                              | EA            | 999137           | Pineapple, EA                    | \$6.0320  | \$6.03        |             |                          |
| 35                             | CS            | 999030           | Apple, Red Variety 138ct/CS      | \$26.5000 | \$927.50      |             |                          |
| <b>Sales Tax:</b>              |               |                  |                                  |           |               |             | \$0.00                   |
| <b>P.O. Total:</b>             |               |                  |                                  |           |               |             | \$988.48                 |
| <b>Sunrise Produce Company</b> | <b>170666</b> | <b>1/15/2015</b> | <b>1/20/2015</b>                 |           |               |             | <input type="checkbox"/> |
| Qty                            | Unit          | Item No.         | Description                      | Unit Cost | Extended Cost |             |                          |
| 39                             | CS            | 999130           | Banana, Petite GreenTip 40#/cs   | \$20.5000 | \$799.50      |             |                          |
| 12                             | CS            | 999030           | Apple, Red Variety 138ct/CS      | \$26.5000 | \$318.00      |             |                          |
| 12                             | CS            | 999129           | Tangerine-Variety (Bald) Lg CS   | \$18.5000 | \$222.00      |             |                          |
| 41                             | CS            | 999147           | Pear, Variety 135ct/CS           | \$26.5000 | \$1,086.50    |             |                          |
| 2                              | CS            | 999266           | Broccoli Florets, 4/5LB CS       | \$31.0000 | \$62.00       |             |                          |
| 2                              | CS            | 999001           | Carrot Coins, 4/5lb CS           | \$20.3500 | \$40.70       |             |                          |
| 2                              | UN            | 01897            | Cabbage-Red 3ea                  | \$5.2440  | \$10.49       |             |                          |
| 1                              | SK            | 999261           | Carrot, Jumbo 25#/SK             | \$14.4000 | \$14.40       |             |                          |
| 6                              | CS            | 999247           | Lettuce, Romaine 24ct/CS         | \$29.0500 | \$174.30      |             |                          |
| 4                              | CS            | 999041           | Orange, Choice 138ct/CS          | \$15.4500 | \$61.80       |             |                          |
| 13                             | FL            | 02900            | Tomatoes-Cherry 12/Pint          | \$17.6000 | \$228.80      |             |                          |
| 10                             | CS            | 999023           | Carrot, Baby Peeled 100/3oz. CS  | \$20.2500 | \$202.50      |             |                          |
| 18                             | BG            | 999007           | Jicama Sticks, 5LB/BG            | \$11.5000 | \$207.00      |             |                          |
| <b>Sales Tax:</b>              |               |                  |                                  |           |               |             | \$0.00                   |
| <b>P.O. Total:</b>             |               |                  |                                  |           |               |             | \$3,427.99               |
| <b>Sunrise Produce Company</b> | <b>170667</b> | <b>1/15/2015</b> | <b>1/21/2015</b>                 |           |               |             | <input type="checkbox"/> |
| Qty                            | Unit          | Item No.         | Description                      | Unit Cost | Extended Cost |             |                          |
| 6                              | CS            | 999130           | Banana, Petite GreenTip 40#/cs   | \$20.5000 | \$123.00      |             |                          |
| 38                             | CS            | 999030           | Apple, Red Variety 138ct/CS      | \$26.5000 | \$1,007.00    |             |                          |
| 16                             | CS            | 999013           | Romaine, Chopped 6-2#/CS         | \$22.0000 | \$352.00      |             |                          |
| 20                             | BG            | 999007           | Jicama Sticks, 5LB/BG            | \$11.5000 | \$230.00      |             |                          |
| <b>Sales Tax:</b>              |               |                  |                                  |           |               |             | \$0.00                   |
| <b>P.O. Total:</b>             |               |                  |                                  |           |               |             | \$1,712.00               |
| <b>Sunrise Produce Company</b> | <b>170668</b> | <b>1/15/2015</b> | <b>1/22/2015</b>                 |           |               |             | <input type="checkbox"/> |
| Qty                            | Unit          | Item No.         | Description                      | Unit Cost | Extended Cost |             |                          |
| 5                              | CS            | 999130           | Banana, Petite GreenTip 40#/cs   | \$20.5000 | \$102.50      |             |                          |
| 4                              | CS            | 999266           | Broccoli Florets, 4/5LB CS       | \$31.0000 | \$124.00      |             |                          |
| 1                              | LU            | 999259           | Tomato, Repack 5x6 LU            | \$18.1500 | \$18.15       |             |                          |
| <b>Sales Tax:</b>              |               |                  |                                  |           |               |             | \$0.00                   |
| <b>P.O. Total:</b>             |               |                  |                                  |           |               |             | \$244.65                 |
| <b>Sunrise Produce Company</b> | <b>170669</b> | <b>1/15/2015</b> | <b>1/23/2015</b>                 |           |               |             | <input type="checkbox"/> |
| Qty                            | Unit          | Item No.         | Description                      | Unit Cost | Extended Cost |             |                          |
| 5                              | CS            | 02649            | Apple-Granny Smith Fcy. 125CT/CS | \$28.5000 | \$142.50      |             |                          |
| 38                             | CS            | 999030           | Apple, Red Variety 138ct/CS      | \$26.5000 | \$1,007.00    |             |                          |

# Purchase Orders - Detail

1/29/2015 9:16:38 AM

## Fullerton School District

Show all data where the Order Date is between 12/19/2014 and 1/29/2015

| Vendor Name             | PO No. | P.O. Date | Date Needed                     | Revised Needed Date | Account No.        | Use Vendor Numbers       |
|-------------------------|--------|-----------|---------------------------------|---------------------|--------------------|--------------------------|
| Sunrise Produce Company | 170669 | 1/15/2015 | 1/23/2015                       |                     |                    | <input type="checkbox"/> |
| Qty                     | Unit   | Item No.  | Description                     | Unit Cost           | Extended Cost      |                          |
| 35                      | CS     | 999023    | Carrot, Baby Peeled 100/3oz. CS | \$20.2500           | \$708.75           |                          |
| 1                       | CS     | 999001    | Carrot Coins, 4/5lb CS          | \$20.3500           | \$20.35            |                          |
|                         |        |           |                                 |                     | <b>Sales Tax:</b>  | \$0.00                   |
|                         |        |           |                                 |                     | <b>P.O. Total:</b> | \$1,878.60               |
|                         |        |           |                                 |                     |                    | <input type="checkbox"/> |
| Sunrise Produce Company | 170682 | 1/23/2015 | 1/26/2015                       |                     |                    | <input type="checkbox"/> |
| Qty                     | Unit   | Item No.  | Description                     | Unit Cost           | Extended Cost      |                          |
| 11                      | CS     | 999130    | Banana, Petite GreenTip 40#/cs  | \$20.5000           | \$225.50           |                          |
| 12                      | CS     | 999030    | Apple, Red Variety 138ct/CS     | \$26.5000           | \$318.00           |                          |
| 3                       | CS     | 999266    | Broccoli Florets, 4/5LB CS      | \$31.0000           | \$93.00            |                          |
| 10                      | CS     | 999023    | Carrot, Baby Peeled 100/3oz. CS | \$20.2500           | \$202.50           |                          |
| 37                      | BG     | 999007    | Jicama Sticks, 5LB/BG           | \$11.5000           | \$425.50           |                          |
| 2                       | CS     | 999013    | Romaine, Chopped 6-2#/CS        | \$22.0000           | \$44.00            |                          |
| 2                       | UN     | 01897     | Cabbage-Red 3ea                 | \$5.2340            | \$10.47            |                          |
| 1                       | SK     | 999261    | Carrot, Jumbo 25#/SK            | \$14.1500           | \$14.15            |                          |
| 6                       | CS     | 999247    | Lettuce, Romaine 24ct/CS        | \$34.2000           | \$205.20           |                          |
| 6                       | CS     | 999041    | Orange, Choice 138ct/CS         | \$15.4500           | \$92.70            |                          |
| 2                       | LB     | 999246    | Onions, Red Jumbo 1LB           | \$0.7250            | \$1.45             |                          |
| 52                      | CS     | 999129    | Tangerine-Variety (Bald) Lg CS  | \$18.5000           | \$962.00           |                          |
| 4                       | CS     | 999147    | Pear, Variety 135ct/CS          | \$26.5000           | \$106.00           |                          |
| 1                       | EA     | 999118    | Melon-Cantaloupe, 1EA           | \$2.3970            | \$2.40             |                          |
| 1                       | EA     | 999050    | Melon-Honeydew EA               | \$3.8430            | \$3.84             |                          |
| 1                       | EA     | 999098    | Watermelon, Seedless EA         | \$14.7500           | \$14.75            |                          |
| 1                       | UN     | 999047    | Strawberries, 3ea               | \$7.6870            | \$7.69             |                          |
| 2                       | EA     | 999037    | Grape, Red Seedless 1LB         | \$2.2500            | \$4.50             |                          |
| 3                       | EA     | 999005    | Cilantro, 1BU/EA                | \$0.6500            | \$1.95             |                          |
| 1                       | LB     | 999115    | Pepper, Chile Jalapeno LB       | \$0.5500            | \$0.55             |                          |
| 5                       | EA     | 999006    | Cucumber, ea                    | \$0.5920            | \$2.96             |                          |
| 5                       | LB     | 999061    | Tomato, Repack 5x6 1-lb         | \$1.3120            | \$6.56             |                          |
| 2                       | UN     | 999139    | Pepper, Bell Red Choice 1-lb/UN | \$1.1260            | \$2.25             |                          |
| 1                       | LB     | 999124    | Pepper, Bell Yellow Med LB      | \$1.4730            | \$1.47             |                          |
| 4                       | LB     | 999246    | Onions, Red Jumbo 1LB           | \$0.7250            | \$2.90             |                          |
| 3                       | EA     | 999252    | Radish, Bunch w/Top EA          | \$0.5590            | \$1.68             |                          |
| 1                       | LB     | 999078    | Mushroom, Medium 1#             | \$5.5000            | \$5.50             |                          |
| 1                       | EA     | 999004    | Celery, EA                      | \$1.0540            | \$1.05             |                          |
| 1                       | BG     | 999287    | Lettuce, Shredded 5LB/bag       | \$3.4500            | \$3.45             |                          |
| 4                       | EA     | 999146    | Tomatoes, Grape Basket          | \$1.6950            | \$6.78             |                          |
| 1                       | CS     | 999011    | Lettuce, Romaine 12ct/CS        | \$29.6410           | \$29.64            |                          |
| 1                       | CS     | 999013    | Romaine, Chopped 6-2#/CS        | \$22.0000           | \$22.00            |                          |
| 1                       | EA     | 999006    | Cucumber, ea                    | \$0.5920            | \$0.59             |                          |
| 1                       | LB     | 999061    | Tomato, Repack 5x6 1-lb         | \$1.3120            | \$1.31             |                          |
|                         |        |           |                                 |                     | <b>Sales Tax:</b>  | \$0.00                   |
|                         |        |           |                                 |                     | <b>P.O. Total:</b> | \$2,824.30               |
|                         |        |           |                                 |                     |                    | <input type="checkbox"/> |
| Sunrise Produce Company | 170683 | 1/23/2015 | 1/27/2015                       |                     |                    | <input type="checkbox"/> |
| Qty                     | Unit   | Item No.  | Description                     | Unit Cost           | Extended Cost      |                          |
| 34                      | CS     | 999130    | Banana, Petite GreenTip 40#/cs  | \$20.5000           | \$697.00           |                          |
| 16                      | CS     | 999013    | Romaine, Chopped 6-2#/CS        | \$22.0000           | \$352.00           |                          |
| 5                       | EA     | 999005    | Cilantro, 1BU/EA                | \$0.5500            | \$2.75             |                          |
|                         |        |           |                                 |                     | <b>Sales Tax:</b>  | \$0.00                   |
|                         |        |           |                                 |                     | <b>P.O. Total:</b> | \$1,051.75               |
|                         |        |           |                                 |                     |                    | <input type="checkbox"/> |
| Sunrise Produce Company | 170684 | 1/23/2015 | 1/28/2015                       |                     |                    | <input type="checkbox"/> |
| Qty                     | Unit   | Item No.  | Description                     | Unit Cost           | Extended Cost      |                          |
| 6                       | CS     | 999130    | Banana, Petite GreenTip 40#/cs  | \$20.5000           | \$123.00           |                          |
| 1                       | CS     | 999120    | Lettuce, Greenleaf 12ct/CS      | \$29.6410           | \$29.64            |                          |

# Purchase Orders - Detail

1/29/2015 9:16:38 AM

## Fullerton School District

Show all data where the Order Date is between 12/19/2014 and 1/29/2015

| Vendor Name             | PO No.      | P.O. Date       | Date Needed                    | Revised | Needed Date | Account No.          | Use Vendor Numbers                    |
|-------------------------|-------------|-----------------|--------------------------------|---------|-------------|----------------------|---------------------------------------|
| Sunrise Produce Company | 170684      | 1/23/2015       | 1/28/2015                      |         |             |                      | <input type="checkbox"/>              |
| <b>Qty</b>              | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>             |         |             |                      | <b>Unit Cost</b> <b>Extended Cost</b> |
|                         |             |                 |                                |         |             | <b>Sales Tax:</b>    | \$0.00                                |
|                         |             |                 |                                |         |             | <b>P.O. Total:</b>   | \$152.64                              |
| Sunrise Produce Company | 170685      | 1/23/2015       | 1/29/2015                      |         |             |                      | <input type="checkbox"/>              |
| <b>Qty</b>              | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>             |         |             |                      | <b>Unit Cost</b> <b>Extended Cost</b> |
| 5                       | CS          | 999130          | Banana, Petite GreenTip 40#/cs |         |             | <b>Sales Tax:</b>    | \$0.00                                |
|                         |             |                 |                                |         |             | <b>P.O. Total:</b>   | \$102.50                              |
| Sunrise Produce Company | 170686      | 1/23/2015       | 1/30/2015                      |         |             |                      | <input type="checkbox"/>              |
| <b>Qty</b>              | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>             |         |             |                      | <b>Unit Cost</b> <b>Extended Cost</b> |
| 5                       | CS          | 999130          | Banana, Petite GreenTip 40#/cs |         |             | <b>Sales Tax:</b>    | \$0.00                                |
|                         |             |                 |                                |         |             | <b>P.O. Total:</b>   | \$102.50                              |
|                         |             |                 |                                |         |             | <b>Vendor Total:</b> | \$24,865.79                           |

GRAND TOTAL \$343,779.55  
 (NET OF OPEN P.O.'S)

CONSENT ITEM

**DATE:** February 17, 2015  
**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 96311 THROUGH 96820 FOR THE 2014/2015 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 96311 through 96820 for the 2014/2015 school year totaling \$2,360,458.84. Warrants are issued by school districts as payment for goods and services.

| <u>Fund</u> |                              | <u>Amount</u>         |
|-------------|------------------------------|-----------------------|
| 01          | General Fund                 | 2,179,180.38          |
| 12          | Child Development            | 27,764.68             |
| 14          | Deferred Maintenance         | 8,120.00              |
| 25          | Capital Facilities           | 19,892.90             |
| 40          | Special Reserve              | 31,644.07             |
| 68          | Workers' Compensation        | 87,245.08             |
| 81          | Property/Liability Insurance | 6,611.73              |
|             | Total                        | <u>\$2,360,458.84</u> |

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 96311 through 96820 for the 2014/2015 school year.

SH:SM:gs

CONSENT ITEM

**DATE:** February 17, 2015  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**PREPARED BY:** Kenyatta Turner, Director, Nutrition Services  
**SUBJECT:** **APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 10691 THROUGH 10735 FOR THE 2014/2015 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services warrants numbered 10691 through 10735 for the 2014/2015 school year. The total amount presented for approval is \$366,576.71.

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 10691 through 10735 for the 2014/2015 school year.

SH:KT:ai



CONSENT ITEM

**DATE:** February 17, 2015  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Chanjira Luu, Director, Classified Personnel Services  
**SUBJECT:** APPROVE/RATIFY CLASSIFIED PERSONNEL REPORT

Background: The Classified Personnel Report reflects changes in employee status and was approved by the Personnel Commission at its meeting on January 26, 2015.

Rationale: The report is submitted to the Board of Trustees for approval on a monthly basis.

Funding: Personnel action documents reflect budget numbers that are forwarded to the Business Services Division.

Recommendation: Approve/Ratify Classified Personnel Report.

CL:ph  
Attachment

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
PRESENTED TO THE PERSONNEL COMMISSION: 01/26/2015  
PRESENTED TO THE BOARD OF TRUSTEES: 02/10/2015

| First Name | Last Name      | Classification          | Action                               | Effective | Site | Hours   | Program | Range   |
|------------|----------------|-------------------------|--------------------------------------|-----------|------|---------|---------|---------|
| Employee   | ID 3555        | Computer Tech. II       | Catastrophic sick leave              | 01/15/15  | 59   | 8.00    | 409     | B32/4   |
| Stephanie  | Noble-King     | Mental Health Therapist | Change from temporary to sub         | 01/09/15  | 54   | 24.0/wk | 504     | \$15.00 |
| Jamie      | Monteleone     | After School Site Lead  | Change last name from Chapman        | 12/18/14  | 60   | 8.00    | 85      | B18/6   |
| Karen      | Vasquez        | Tech. Support Spec. I   | Change last name from Hernandez      | 12/12/14  | 59   | 8.00    | 409     | B26/2   |
| Lori       | Sloan          | Playground Sup.         | Change to regular status             | 09/02/14  | 10   | 4.6/wk  | 100     | B11/1   |
| Debra      | Martinez       | Playground sup.         | Change to substitute status          | 12/17/14  | 21   |         | 100     | B11/1   |
| Delores    | Cortez         | After School Site Lead  | Extend working out of classification | 01/05/15  | 60   | 32.5/wk | 085/329 | B18/5   |
| Daisy      | Alvarado Reyes | Secretary               | Hire probationary status             | 01/06/15  | 56   | 8.00    | 565     | B20/1   |
| Jennifer   | Covarrubias    | Clerical Asst. II/BB    | Hire probationary status             | 01/07/15  | 19   | 3.00    | 403     | B20/1   |
| JoAnne     | Declaro        | Account Clerk II        | Hire probationary status             | 01/05/15  | 50   | 8.00    | 530     | B24/3   |
| Kristina   | Henry          | Instr. Asst./Rec.       | Hire probationary status             | 01/05/15  | 60   | 19.5/wk | 85      | B11/1   |
| Susan      | Kerr           | COTA                    | Hire probationary status             | 01/05/15  | 12   | 6.50    | 255/505 | B28/1   |
| Laurie     | Licon          | Instr. Asst./Reg.       | Hire probationary status             | 01/21/15  | 22   | 3.50    | 310     | B11/1   |
| Anna       | Muradyan       | Food Service Asst. I    | Hire probationary status             | 12/16/14  | 90   | 1.00    | 606     | B08/1   |
| Caitlin    | Orr            | Project Liaison         | Hire probationary status             | 01/05/15  | 55   | 5.00    | 415     | M04/1   |
| Cathy      | Page           | Food Service Asst. I    | Hire probationary status             | 12/08/14  | 90   | 1.25    | 606     | B08/1   |
| Catalina   | Rodriguez      | Instr. Asst./Reg.       | Hire probationary status             | 01/20/15  | 21   | 15.0/wk | 212     | 1-Nov   |
| David      | Teixeira       | Personnel Analyst       | Hire probationary status             | 01/05/15  | 58   | 20.0/wk | 522     | M09/1   |
| Ali        | DiLara         | Playground Sup.         | Hire regular status                  | 12/19/14  | 17   | 1.00    | 100     | B11/1   |
| Frances    | Chavira        | Bus Driver/sub          | Hire substitute status               | 12/16/14  | 56   |         | 565     | B21/1   |
| Chin-Ok    | Cho-Chung      | Instr. Asst./SE/sub     | Hire substitute status               | 01/13/15  | 99   |         | 999     | B14/1   |
| Maria      | Jimenez        | Food Service Asst. I    | Hire substitute status               | 01/07/15  | 90   |         | 606     | B08/1   |
| Helena     | Lim            | Instr. Asst./Reg.       | Hire substitute status               | 01/06/15  | 27   |         | 302     | B11/1   |
| Valynn     | Russo          | Playground Sup./sub     | Hire substitute status               | 01/16/15  | 26   |         | 100     | B11/1   |
| Suzanne    | Smith Evans    | Playground Sup./sub     | Hire substitute status               | 01/14/15  | 26   |         | 100     | B11/1   |
| Holly      | Wert           | Instr. Asst./SE I       | Hire substitute status               | 01/12/15  | 99   |         | 999     | B14/1   |
| Victoria   | Elmquist       | Mental Health Therapist | Hire temporary status                | 01/06/15  | 54   | 24.0/wk | 504     | \$15.00 |
| Tanya      | Rangel         | Mental Health Therapist | Hire temporary status                | 01/05/15  | 54   | 24.0/wk | 504     | \$15.00 |
| George     | Lara           | Instr. Asst./BB         | Increase hours from 17.0/wk          | 12/01/14  | 28   | 35.0/wk | 224/302 | B14/5   |
| Le Nga     | Bui            | Food Service Asst. I    | Increase hours from 1.25/day         | 01/19/15  | 90   | 1.50    | 606     | B08/5   |
| Vanessa    | Lee            | Food Service Asst. I    | Increase hours from 1.3/day          | 01/19/15  | 90   | 1.50    | 606     | B08/2   |
| Evangelia  | Stenos         | Food Service Asst. I    | Increase hours from 1.5/day          | 01/19/15  | 90   | 2.50    | 606     | B08/4   |
| Michelle   | Garro          | Instr. Asst./Reg.       | Increase hours from 16.5/wk          | 09/18/14  | 28   | 17.0/wk | 302     | B11/4   |
| Esther     | Sujanto        | Food Service Asst. I    | Increase hours from 3.0/day          | 01/19/15  | 90   | 3.30    | 606     | B08/5   |

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
PRESENTED TO THE PERSONNEL COMMISSION: 01/26/2015  
PRESENTED TO THE BOARD OF TRUSTEES: 02/10/2015

| First Name | Last Name   | Classification         | Action                             | Effective | Site | Hours    | Program | Range |
|------------|-------------|------------------------|------------------------------------|-----------|------|----------|---------|-------|
| Yasmin     | Duque       | Clerical Asst. II/BB   | Increase hours from 3.75/day       | 01/05/15  | 57   | 8.00     | 526     | B20/4 |
| Barbara    | Foster      | Instr. Asst./SE I      | Increase hours/transfer            | 01/07/15  | 12   | 6.00     | 122     | B14/6 |
| Alba       | Ibarra      | Sr. Secretary          | Promotion from Pers. Tech. I       | 01/05/15  | 90   | 8.00     | 606     | B24/3 |
| Debra      | Hjorth      | Buyer                  | Promotion from Sr. Secretary       | 01/05/15  | 50   | 8.00     | 531     | B28/5 |
| Roboam     | Ramirez     | Clerical Asst. II/BB   | Reinstate to CA II/BB from CA II   | 01/05/15  | 23   | 8.00     | 403     | B20/3 |
| Araceli    | Munoz       | Playground Sup.        | Remove worksite                    | 08/11/14  | 17   | 1.00     | 100     | B11/1 |
| Mabbell    | Chavez      | Instr. Asst./Rec.      | Resignation                        | 01/24/15  | 60   | 19.75/wk | 329     | B11/2 |
| Amanda     | helo        | Instr. Asst./Rec.      | Resignation                        | 01/16/15  | 60   | 19.5/wk  | 85      | B11/6 |
| Cherill    | Stella      | Instr. Asst./SE II B   | Resignation                        | 01/08/15  | 27   | 6.00     | 242     | B14/3 |
| Olga       | Vega        | Instr. Asst./SE II A   | Resignation                        | 01/07/15  | 29   | 3.00     | 121     | B14/2 |
| Jasmine    | Henderson   | Instr. Asst./Rec.      | Resignation on probation           | 12/22/14  | 60   | 19.5/wk  | 85      | B11/1 |
| Anna       | Muradyan    | Food Service Asst. I   | Resignation on probation           | 12/18/14  | 90   | 1.00     | 606     | B08/1 |
| Cathy      | Page        | Food Service Asst. I   | Resignation on probation           | 01/09/15  | 90   | 1.25     | 606     | B08/1 |
| Melba      | Valencia    | Instr. Asst./Rec.      | Resignation on probation           | 01/12/15  | 60   | 19.75/wk | 329     | B11/1 |
| Silvano    | Cazares Jr. | Social Service Asst.   | Resignation-hire substitute status | 01/06/15  | 21   | 25.0/wk  | 302     | B17/2 |
| Zachary    | Torres      | Instr. Asst./Rec.      | Resignation-hire substitute status | 12/15/14  | 60   | 19.5/wk  | 85      | B11/2 |
| Michelle   | Valenzuela  | Instr. Asst./Rec.      | Resignation-hire substitute status | 01/19/15  | 60   | 19.5/wk  | 85      | B11/2 |
| Marco      | Campos      | Custodian I/sub        | Separation-no longer available     | 01/14/15  | 53   |          | 542     | B17/1 |
| Timothy    | Fitzgerald  | Custodian I/sub        | Separation-no longer available     | 12/11/14  | 54   |          | 542     | B17/1 |
| Richard    | Ludwig      | Custodian I/sub        | Separation-no longer available     | 12/11/14  | 54   |          | 542     | B17/1 |
| Brenda     | Moore       | Custodian I/sub        | Separation-no longer available     | 01/14/15  | 53   |          | 542     | B17/1 |
| Teresa     | Perkins     | Playground Sup./sub    | Separation-no longer available     | 12/18/14  | 30   |          | 100     | B11/1 |
| Serafin    | Viramontes  | Custodian I/sub        | Separation-no longer available     | 12/11/14  | 54   |          | 542     | B17/1 |
| Jill       | Zlaket      | Playground Sup.        | Separation-no longer available     | 11/19/14  | 23   | 1.00     | 100     | B11/1 |
| Olga       | Alvarado    | Instr. Materials Spec. | Step raise                         | 01/01/15  | 50   | 15.0/wk  | 538     | B20/2 |
| Juliana    | Alvarez     | Instr. Asst./Rec.      | Step raise                         | 01/01/15  | 60   | 19.75/wk | 329     | B11/3 |
| Richard    | Beltran     | Tech. Support Spec. IV | Step raise                         | 01/01/15  | 59   | 8.00     | 409     | B32/2 |
| Edward     | Carbajal    | Locksmith              | Step raise                         | 01/01/15  | 53   | 25.0/wk  | 533     | B30/3 |
| William    | Dugan       | Lead Gardener          | Step raise                         | 01/01/15  | 53   | 8.00     | 547     | B27/6 |
| Anna       | Garcia      | Instr. Asst./Rec.      | Step raise                         | 01/01/15  | 60   | 7.5/wk   | 85      | B11/3 |
| Michelle   | Garro       | Instr. Asst./Reg.      | Step raise                         | 01/01/15  | 28   | 16.5/wk  | 302     | B11/4 |
| Eden       | Green       | Computer Tech. II      | Step raise                         | 01/01/15  | 59   | 8.00     | 409     | B32/2 |
| Carol      | Hasrouni    | Instr. Asst./SE I      | Step raise                         | 01/01/15  | 25   | 3.00     | 122     | B14/3 |
| Guillermo  | Melendez    | HVAC Tech.             | Step raise                         | 01/01/15  | 53   | 8.00     | 533     | B32/6 |

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
PRESENTED TO THE PERSONNEL COMMISSION: 01/26/2015  
PRESENTED TO THE BOARD OF TRUSTEES: 02/10/2015

| First Name | Last Name         | Classification          | Action                               | Effective | Site | Hours    | Program | Range |
|------------|-------------------|-------------------------|--------------------------------------|-----------|------|----------|---------|-------|
| Gia        | Moore             | Instr. Asst./SE I       | Step raise                           | 01/01/15  | 21   | 3.00     | 122     | B14/3 |
| Cheryl     | Munoz             | Dispatcher              | Step raise                           | 01/01/15  | 56   | 8.00     | 565     | B27/4 |
| Javier     | Perez             | Maint. Worker I         | Step raise                           | 01/01/15  | 53   | 8.00     | 533     | B25/2 |
| Jonathan   | Pineda            | Custodian II            | Step raise                           | 01/01/15  | 53   | 8.00     | 542     | B24/2 |
| Lizette    | Rebollar          | Instr. Asst./SE II B    | Step raise                           | 01/01/15  | 12   | 6.00     | 242     | B14/3 |
| Melissa    | Weise             | Instr. Asst./SE I       | Step raise                           | 01/01/15  | 19   | 3.00     | 126     | B14/4 |
| Eric       | Yee               | Instr. Asst./Rec.       | Step raise                           | 01/01/15  | 60   | 19.75/wk | 329     | B11/2 |
| James      | An                | Playground Sup.         | Sub. Teacher working as Play Sup.    | 01/12/15  | 23   | 1.00     | 100     | B11/1 |
| Trent      | Aylesworth        | Transporter/Custodian   | Temp. add. hrs. during recesses      | 11/24/14  | 53   | 3.75     | 542     | B20/1 |
| Georgina   | Lopez             | Custodian I             | Temp. add. hrs. during recesses      | 11/24/14  | 53   | 4.00     | 542     | B17/2 |
| Ramona     | Lopez             | Custodian I             | Temp. add. hrs. during recesses      | 11/24/14  | 53   | 4.00     | 542     | B17/1 |
| Hugo       | Romo              | Custodian I             | Temp. add. hrs. during recesses      | 11/24/14  | 53   | 3.75     | 542     | B17/6 |
| Ignacio    | Siqueiros Beltran | Custodian I             | Temp. add. hrs. during recesses      | 11/24/14  | 53   | 3.75     | 542     | B17/6 |
| Mary Ellen | Rivera            | Clerical Asst. II/BB    | Temporary additional hours           | 01/05/15  | 90   | 8.00     | 606     | B20/4 |
| Jaime      | Roque             | Instr. Asst./BB         | Temporary additional hours           | 12/01/14  | 22   |          | 329     | B14/6 |
| Tracey     | Zoleta            | Sup. Nutrition Services | Temporary additional hours           | 01/02/15  | 90   | 8.00     | 606     | M10/1 |
| Maria      | Bermudez          | Clerical Asst. II       | Temporary additional hours (.5/day)  | 11/03/14  | 23   | 3.50     | 304     | B19/2 |
| Leticia    | Cortez            | Risk Management Clerk   | Transfer from Trans. to Business     | 01/20/15  | 50   | 8.00     | 524     | B21/6 |
| Cynthia    | Garcia            | Instr. Asst./SE I       | Unpaid leave of absence 1/14-2/16/15 | 01/14/15  | 15   | 6.00     | 242     | B14/6 |
| Giselle    | Canedo            | Clerical Asst. II/BB    | Unpaid leave of absence 2/9-3/13/15  | 02/09/15  | 28   | 3.75     | 403     | B20/4 |
| Augusto    | Landicho          | Instr. Asst./SE II B    | Voluntary reduction of hours         | 01/12/15  | 13   | 4.80     | 504     | B14/4 |

CONSENT ITEM

**DATE:** February 17, 2015  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Craig C. Bertsch, Ed.D, Assistant Superintendent, Personnel Services  
**PREPARED BY:** Chanjira Luu, Director, Classified Personnel Services  
**SUBJECT:** APPROVE CLASSIFIED TUITION REIMBURSEMENTS

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.

Maria Hill - Classes taken at California State University, Fullerton  
ACCT 301A – Intermediate Accounting  
FIN 320 – Financial Management I  
Total amount payable \$500.00

Guillermo Melendez – Class taken at Orange Coast College  
HVAC A106 – Non-Residential HVAC Applications  
Total amount payable \$178.00

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 Classified Employees' Tuition Reimbursement budget 522 (unrestricted General Fund) for the 2014/2015 fiscal year. \$5,000 is a contract language mandate and is budgeted annually for such expenses.

Recommendation: Approve Classified tuition reimbursements.

MLD:CL:ph

CONSENT ITEM

**DATE:** February 17, 2015  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Craig C. Bertsch, Ed.D., Assistant Superintendent, Personnel Services  
**SUBJECT:** APPROVE/RATIFY SPEECH LANGUAGE PATHOLOGY ASSISTANT FIELD EXPERIENCE INTERNSHIP AGREEMENT WITH BIOLA UNIVERSITY EFFECTIVE JANUARY 20, 2015 THROUGH JANUARY 19, 2016

Background: Biola University, a long-time community partner with Fullerton School District, shares a mutual goal of educating highly qualified teacher candidates. The District has accepted numerous student teacher placements in multiple fields of education.

Biola University also offers a certificate program for individuals who wish to pursue a career as a Speech Language Pathology Assistant (SLPA). University administrators wish to partner with Fullerton School District by placing SLPA candidates with District speech pathologists to give SLPA students practical field experience. No compensation will be provided for accepted placements.

Rationale: Pursuant to Section 11006 of the Education Code, the Governing Board of any school district is authorized to enter into agreements with any university or college accredited by the State Board of Education as an educational institution, to provide educational experiences to students enrolled in the program.

Funding: Not applicable.

Recommendation: Approve/Ratify Speech Language Pathology Assistant Field Experience Internship Agreement with Biola University effective January 20, 2015 through January 19, 2016.

CCB:nm  
Attachment

## **SPEECH LANGUAGE PATHOLOGY ASSISTANT FIELD EXPERIENCE INTERNSHIP AGREEMENT**

This Agreement, made and entered into on January 20, 2015 by and between FULLERTON SCHOOL DISTRICT (hereinafter referred to as the "FACILITY") and "BIOLA UNIVERSITY, INC.," (hereinafter referred to as "UNIVERSITY").

### **RECITALS**

A. FACILITY is a general acute care hospital, medical center, skilled nursing facility, private practice clinic or is an independent or unified school district.

B. The UNIVERSITY operates a clinical fieldwork certificate in the field of speech-language pathology and audiology. This certificate is recognized by the Speech-Language Pathology and Hearing Aid Dispensers Board of the State of California. Candidates completing the required field work experience are eligible to apply for state licensure as a speech language pathology assistant.

C. The purpose of this Agreement is to provide the training required for students of the UNIVERSITY enrolled in the certificate program to be eligible to apply for the Speech-Language Pathology Assistant (SLPA) Fieldwork Experience Certificate. The parties will mutually benefit by making a clinical training program available to UNIVERSITY students at Clinical Site of the FACILITY.

### **AGREEMENT**

1. TERM: The term of this Agreement shall commence as of January 20, 2015, and shall continue until January 19, 2016, unless extended in writing by mutual consent of the parties. Provided, however, that students shall be permitted to complete all internships that began prior to the ending date, and with respect to such internships, all terms and conditions of this Agreement shall apply until the last such internship is completed.

#### **2. STATUS AND RESPONSIBILITY OF PARTIES:**

2.1. It is expressly agreed and understood by the parties that the students of UNIVERSITY participating in clinical training experiences are in attendance for educational purposes only and that such students and any employees or agents of the FACILITY are not considered employees of the UNIVERSITY and shall not receive compensation for services, unemployment or employee benefit programs. Further, such students and any employees or agents of the UNIVERSITY shall not be considered employees of FACILITY for purposes of payment of compensation for services, worker's compensation insurance, unemployment insurance, state disability insurance, employee benefit programs, or any other purpose except that to the extent that the activities performed hereunder are subject to the provisions of the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA"), any such student shall be deemed a member of the FACILITY's workforce at all times while performing training duties and activities.

2.2. No compensation or other payment of any kind will be made to any party under this Agreement.

### 3. UNIVERSITY RESPONSIBILITIES:

3.1. Designate internship candidates who are enrolled in the undergraduate Communication Sciences and Disorders program of the UNIVERSITY to be assigned for the SLPA Field Experience at the FACILITY.

3.2. UNIVERSITY shall be responsible for maintaining academic records of the student candidates.

3.3. UNIVERSITY shall assign members of the department's faculty or to provide professional mentoring and advice to the on site supervisor provided by the FACILITY through the term of this Agreement in order to assist in the education of the student.

### 4. FACILITY RESPONSIBILITIES:

4.1. FACILITY will provide a speech-language pathologist ("Clinical Supervisor") who holds an American Speech and Hearing Association (ASHA) Certificate of Competence and a California Speech-Language Pathologist license to supervise student field experience.

4.2. FACILITY shall maintain complete records and reports on student's performance and provide an evaluation to UNIVERSITY on forms the UNIVERSITY shall provide.

4.3. As trainees, students shall be considered members of FACILITY'S "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to FACILITY'S policies respecting confidentiality of medical information. In order to ensure that students comply with such policies, FACILITY shall provide students with substantially the same training that it provides to its regular employees.

4.4. FACILITY shall provide the Clinical Supervisor with sufficient and specific time in the work schedule to carry out the supervision duties of the student's clinical experience. The supervision duties fulfill the requirements of the accreditation of the graduate program so that the student will meet requirements for state license, and certification. The minimum requirements for these duties include:

4.4.1. Allocation of sufficient time to directly observe a *minimum* of fifty (50) percent of treatment sessions of a client or groups of clients by the student during the supervised practicum. ASHA stipulates that supervisors must provide supervision that is appropriate for the level of the supervisee.

4.4.2. Allocation of sufficient time to meet directly with the student for purposes of supervision feedback and discussion regularly during the course of supervision.

4.5. FACILITY agrees to promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FACILITY or involving employees or agents of the FACILITY, to take prompt and effective remedial action when



discrimination or harassment is found to have occurred, and to promptly notify UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.

## 5. INSURANCE

5.1. UNIVERSITY and FACILITY shall procure and maintain in force during the term of this Agreement, each at its cost and expense, commercial insurance coverage or a program of self-insurance or any combination thereof, to satisfy the following requirements. Such coverage shall include commercial general liability insurance with limits of not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) general aggregate. Professional liability insurance with limits of not less than one million dollars (\$1,000,000) for each occurrence and three million (\$3,000,000) in the aggregate shall be maintained if internship assignment involves the delivery of professional services. Each party shall also maintain workers' compensation and disability coverage for its employees as required by State of California law and UNIVERSITY shall provide workers' compensation coverage for students during their SLPA Clinical Experience Internship. In addition, if FACILITY requires student to travel as a part of the student's internship assignment, then the FACILITY shall maintain business automobile liability insurance for owned, scheduled, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 per occurrence. Insurance coverage shall be obtained from a carrier rated A: VII or better by AM Best or a qualified program of self-insurance. Each party shall provide the other with evidence of all insurance or self-insurance coverage required by this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to the other party unless cancellation is due to non-payment for which ten (10) days notice shall be acceptable. UNIVERSITY and FACILITY each shall name the other party as additional insureds under any commercial general liability coverage. Each party shall promptly notify the other of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

## 6. INDEMNIFICATION.

6.1. UNIVERSITY agrees to indemnify, defend and hold harmless FACILITY and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's, arising out of or resulting from UNIVERSITY's sole negligence, or in proportion to the UNIVERSITY's comparative fault relating to this Agreement.

6.2. FACILITY agrees to indemnify, defend, and hold harmless the UNIVERSITY and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's, arising out of or resulting from FACILITY's sole negligence, or in proportion to the FACILITY's comparative fault relating to this Agreement.

## 7. GENERAL TERMS

7.1. The "SLPA Clinical Experience Internship" as used herein and elsewhere in the Agreement means active participation in the daily provision of speech and language intervention services. The participating Speech Language Pathologists providing direct

supervision to the student must hold an ASHA granted Certificate of Clinical Competence *and* a California Speech-Language Pathologist License.

7.2. The FACILITY may, at its sole discretion, refuse to accept for SLPA Internship any student candidate of UNIVERSITY, and upon the request of the FACILITY, UNIVERSITY shall terminate the assignment of any student candidate of UNIVERSITY in the FACILITY.

7.3. If any legal action is necessary to enforce the terms of this Agreement or to settle a dispute concerning this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs in addition to any other relief to which that party may be entitled.

7.4. It is understood and agreed that the parties herein may revise, amend, or modify this Agreement by a signed, written statement by both of the parties hereto.

7.5. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8. STATEMENT REGARDING FINGERPRINT CLEARANCE: That in accordance with California Penal Code section 11105.3, pre-service teachers and fieldwork candidates will not be placed in fieldwork experiences at the Facility with unsupervised access to children until a background check by the Department of Justice, including fingerprint clearance, is completed and received by the Facility. Subsequent arrest records received by the Facility will be cause for Facility review of continued student suitability. The Facility will be the sole determiner if it is deemed that the student will be removed from the fieldwork assignment.

BIOLA UNIVERSITY, INC. (UNIVERSITY)

BY \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

FULLERTON SCHOOL DISTRICT (FACILITY)

1401 W Valencia Dr  
Fullerton, CA 92833

By \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

CONSENT ITEM

**DATE:** February 17, 2015

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

**FROM:** Craig Choi Bertsch, Ed.D., Assistant Superintendent, Personnel Services

**PREPARED BY:** Kathryn Ikola, Coordinator, Child Welfare and Attendance

**SUBJECT:** APPROVE 2014/2015 AGREEMENT FOR PROVISION OF ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP SERVICES (OCFNLPS) PROGRAM AT LAGUNA ROAD SCHOOL – AGREEMENT #41385 EFFECTIVE MARCH 1, 2015

Background: Friday Night Live Partnership Mission Statement: To build partnerships for positive and healthy youth development, which engages youth as active leaders and resources in their communities.

The Orange County Friday Night Live Partnership Services (OCFNLPS) takes the form of a partnership service program on school campuses and in community-based organizations. The voluntary program provides support and opportunities for young people to develop meaningful skills while addressing alcohol, tobacco, and other drug and violence issues at their schools and in their communities.

Each partnership service program consists of a group of young people, along with an adult advisor, who work together to make positive change in their schools and communities. OCFNLPS staff provide technical assistance, leadership training, and support for chapter development. Students meet during the lunch break.

Laguna Road School has offered a Friday Night Live Partnership Services program since the program was developed several years ago. The Orange County Department of Education, as part of an agreement with the County of Orange, wishes to contract with the Fullerton School District and Laguna Road School. Orange County Department of Education is offering a total of \$1,000 in stipends. The two staff members at Laguna Road School who serve as advisors to the program will receive the stipends upon presentation of satisfactory documentation. The staff members' names are:

Laguna Road School:

|                  |       |
|------------------|-------|
| Loryn Lawson     | \$500 |
| CaroleAnn Curley | \$500 |

Rationale: Students at Laguna Road School have benefited from the many opportunities for school service, student leadership, and social interactions, which are features of the program. This program also fulfills a requirement of our District's Safe School Plan.

Funding: \$1,000 stipend reimbursement from Orange County Department of Education.

Recommendation: Approve 2014/2015 Agreement for Provision of Orange county Friday Night Live Partnership Services (OCFNLPS) program at Laguna Road School – Agreement #41385 effective March 1, 2015.

CCB:Kl:mc  
Attachment



ORANGE COUNTY DEPARTMENT OF EDUCATION  
Division of Administrative Services  
Contracts Department  
200 Kalmus Drive  
Costa Mesa, California 92626

January 15, 2015

To: Craig Bertsch  
Director, Administrative Services  
Fullerton School District

Re: Agreement for Provision of Orange County Friday Night Live Partnership Services,  
Agreement Number 41385

Enclosed are three (3) original Agreements for signature by an authorized signer for the District. The Agreement MUST have a signature date prior to the start of services, which is March 1, 2015.

Please return three original Agreements to my attention no later than February 25, 2015, as the Agreements must be delivered to the Orange County Health Care Agency by February 27, 2015, for signature. The Agreement must be fully executed by March 1, 2014, in order for the services to begin.

Julie Montgomery  
Contracts Department  
OCDE – Kalmus  
Mail Stop: A-116

A fully executed original Agreement will be mailed to you for your files.

Thank you for your assistance regarding the execution of this Agreement.

Julie Montgomery  
Administrative Technician  
Phone: (714) 966-4082  
Fax: (714) 668-7934  
Email: [jmontgomery@ocde.us](mailto:jmontgomery@ocde.us)

AGREEMENT FOR PROVISION OF  
ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP SERVICES  
BETWEEN  
ORANGE COUNTY SUPERINTENDENT OF SCHOOLS  
AND  
FULLERTON SCHOOL DISTRICT  
FISCAL YEAR 2014 - 2015

THIS AGREEMENT, entered into this 1<sup>st</sup> day of March, 2015, which date is enumerated for purposes of reference only, is by and between Orange County Superintendent of Schools, hereinafter referred to as "SUPERINTENDENT," and Fullerton School District, hereinafter referred to as "SUBCONTRACTOR."

**WITNESSETH:**

WHEREAS, SUPERINTENDENT has entered into an Agreement with the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," to offer Orange County Friday Night Live Partnership Services to the residents of Orange County; and

WHEREAS, SUPERINTENDENT is desirous of contracting with SUBCONTRACTOR, subject to the approval of COUNTY Administrator, hereinafter referred to as "ADMINISTRATOR," for the provision of Orange County Friday Night Live Partnership advisor stipends in order to comply with the Agreement with COUNTY to provide Orange County Friday Night Live Partnership Services to the residents of Orange County; and

WHEREAS, SUBCONTRACTOR is agreeable to the rendering of such services according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

**I. ALTERATION OF TERMS**

A. This Agreement, together with Exhibit A, which is attached hereto and incorporated herein, fully expresses the complete understanding of SUPERINTENDENT, and SUBCONTRACTOR with respect to the subject matter of this Agreement.

B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of this Agreement or any Exhibits, whether written or verbal, made by the parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Agreement, which has been formally approved and executed by SUPERINTENDENT, SUBCONTRACTOR, and ADMINISTRATOR.

1 **II. COMPENSATION**

2 A. SUPERINTENDENT shall compensate SUBCONTRACTOR for services provided as identified  
3 herein, up to a Maximum Obligation of \$1,000.00. Actual payment amount will be determined by the  
4 Orange County Friday Night Live Partnership Program Specialist based on completion of the  
5 requirements as described in Exhibit A. SUPERINTENDENT's designee shall contact  
6 SUBCONTRACTOR's Accounting Department requesting an invoice listing payment amounts per  
7 chapter (any adjusted amount will be included) after the completion of the requirements has been  
8 determined. SUBCONTRACTOR shall pay stipend funds directly to the Orange County Friday Night  
9 Live Partnership Chapter Advisor. **All billings for the contract period must be received by**  
10 **SUPERINTENDENT no later than June 5, 2015.**

11 B. **Reimbursement for Advisor stipends shall be made at the maximum of \$1,000.00 for each**  
12 **eligible school chapter. Verification and completion of all activities by May 1, 2015, is required to**  
13 **receive a full stipend.**

14 C. This specific Agreement with SUBCONTRACTOR is only one of several agreements to which  
15 this Aggregate Maximum Obligation applies. It therefore is understood by the parties that compensation  
16 to SUBCONTRACTOR shall be only a fraction of the Aggregate Maximum Obligation provided;  
17 however, the total of all Agreements shall not exceed the Aggregate Maximum Obligation as referenced  
18 herein.

19 D. SUBCONTRACTOR shall receive no compensation for the services provided pursuant to this  
20 Agreement other than the rate set forth above.

21 E. The obligation of SUPERINTENDENT under this Agreement is contingent upon the availability  
22 of funds furnished by COUNTY. In the event that such funding is terminated or reduced, this  
23 Agreement may be terminated. SUPERINTENDENT shall give SUBCONTRACTOR written  
24 notification of such termination as specified in the Termination Paragraph of this Agreement. Notice  
25 shall be deemed served on the date of mailing.

26 F. SUPERINTENDENT and SUBCONTRACTOR may mutually agree, in writing with prior  
27 approval of ADMINISTRATOR, to modify the Compensation Paragraph of this Agreement.

28 **III. COMPLIANCE**

29 A. ADMINISTRATOR has established a Compliance Program for the purpose of ensuring  
30 adherence to all rules and regulations related to federal and state health care programs.

31 1. SUPERINTENDENT has the option to adhere to Compliance Program approved by  
32 ADMINISTRATOR, or establish its own provided it has been approved and accepted by  
33 ADMINISTRATOR's Compliance Officer.

34 2. SUPERINTENDENT shall ensure that SUBCONTRACTOR is made aware of the  
35 Compliance Program and Code of Conduct approved by ADMINISTRATOR, and relevant policies and  
36 procedures relating to the Compliance Program.  
37

1 3. SUPERINTENDENT shall make Compliance Training, approved by ADMINISTRATOR,  
2 available to SUBCONTRACTOR. Such training shall be made available to SUBCONTRACTOR  
3 within thirty (30) calendar days of the commencement of the term of this Agreement.  
4

#### 5 **IV. CONFIDENTIALITY**

6 A. SUBCONTRACTOR shall maintain the confidentiality of all records, including billings and any  
7 audio and/or video recordings, in accordance with all applicable federal, state and county codes and  
8 regulations, as they now exist or may hereafter be amended or changed.  
9

#### 10 **V. CONFLICT OF INTEREST**

11 A. The parties hereto acknowledge that SUBCONTRACTOR may be affiliated with one or more  
12 organizations or professional practices located in Orange County. SUBCONTRACTOR therefore  
13 warrants that he/she shall not violate any applicable law, rule or regulation of any governmental entity  
14 relating to conflict of interest. Except as specified in the Services Paragraph of this Agreement,  
15 SUBCONTRACTOR shall not knowingly undertake any act which unjustifiably results in any relative  
16 benefit to any organization or professional practice with which he/she is affiliated as a direct or indirect  
17 result, whether economic or otherwise in nature, of the performance of duties and obligations required  
18 by this Agreement, when compared to the result such act has on any other organization or professional  
19 practice.  
20

#### 21 **VI. DELEGATION AND ASSIGNMENT**

22 SUBCONTRACTOR may not delegate the obligations or assign the rights hereunder, either in  
23 whole or in part without prior written consent of SUPERINTENDENT and ADMINISTRATOR. This  
24 Agreement shall not terminate or alter the responsibilities of SUPERINTENDENT to COUNTY to  
25 assure that all activities and provisions described in COUNTY's Agreement with SUPERINTENDENT  
26 shall be carried out.

#### 27 **VII. INDEMNIFICATION**

28 A. SUBCONTRACTOR agrees to indemnify, defend with counsel approved in writing by  
29 SUPERINTENDENT and COUNTY, and hold SUPERINTENDENT and COUNTY, its elected and  
30 appointed officials, officers, employees, agents and those special districts and agencies for which  
31 COUNTY's Board of Supervisors acts as the governing Board (COUNTY INDEMNITEES) harmless  
32 from any claims, demands or liability of any kind or nature, including but not limited to personal injury  
33 or property damage, arising from or related to the services, products or other performance provided by  
34 SUBCONTRACTOR pursuant to this Agreement. If judgment is entered against SUBCONTRACTOR,  
35 SUPERINTENDENT and COUNTY by a court of competent jurisdiction because of the concurrent  
36 active negligence of SUPERINTENDENT and/or COUNTY or COUNTY INDEMNITEES,  
37 SUBCONTRACTOR, SUPERINTENDENT and COUNTY agree that liability will be apportioned as  
determined by the court. None of the parties shall request a jury apportionment.

1 B. In the event SUBCONTRACTOR provides services at the SUPERINTENDENT's facility,  
2 SUBCONTRACTOR shall perform said services in a manner that is compliant with all safety and health  
3 requirements in accordance with federal, state and COUNTY safety and health regulations.  
4

#### 5 **VIII. INSPECTIONS AND AUDITS**

6 A. SUPERINTENDENT, ADMINISTRATOR, any authorized representative of COUNTY, any  
7 authorized representative of the State of California, the Secretary of the United States Department of  
8 Health and Human Services, the Comptroller General of the United States, or any other of their  
9 authorized representatives, shall have access to any books, documents, and records, including but not  
10 limited to, financial statements, general ledgers, relevant accounting systems, of SUBCONTRACTOR  
11 that are directly pertinent to this Agreement during the periods of retention set forth in this Agreement.  
12 Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to  
13 this Agreement, and the premises in which they are provided.

14 B. SUBCONTRACTOR shall actively participate and cooperate with any person specified in the  
15 Inspections and Audits Paragraph of this Agreement in any evaluation or monitoring of the services  
16 provided pursuant to this Agreement, and shall provide the above-mentioned persons adequate office  
17 space to conduct such evaluation or monitoring.

#### 18 **C. AUDIT RESPONSE**

19 1. Following an audit report, in the event of non-compliance with applicable laws and  
20 regulations governing funds provided through this Agreement, SUPERINTENDENT may terminate this  
21 Agreement as provided for in the Termination Paragraph of this Agreement or direct  
22 SUBCONTRACTOR to immediately implement appropriate corrective action. A plan of corrective  
23 action shall be submitted to SUPERINTENDENT and ADMINISTRATOR in writing within thirty (30)  
24 calendar days after receiving notice from SUPERINTENDENT and/or ADMINISTRATOR.

25 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement  
26 by SUBCONTRACTOR to SUPERINTENDENT, or payment of sums due from SUPERINTENDENT  
27 to SUBCONTRACTOR, said funds shall be due and payable from one party to the other within sixty  
28 (60) calendar days of receipt of the audit results. If reimbursement is due from SUBCONTRACTOR to  
29 SUPERINTENDENT, and such reimbursement is not received within said sixty (60) calendar days,  
30 SUPERINTENDENT may, in addition to any other remedies provided by law, reduce any amount owed  
31 SUBCONTRACTOR by an amount not to exceed the reimbursement due SUPERINTENDENT.

32 D. SUBCONTRACTOR shall forward to SUPERINTENDENT and ADMINISTRATOR a copy of  
33 any audit report within fourteen (14) calendar days of receipt. Such audit shall include, but not be  
34 limited to, management, financial, programmatic or any other type of audit of SUBCONTRACTOR's  
35 operations, whether or not the cost of such operation or audit is reimbursed in whole or in part through  
36 this Agreement.  
37



1 **IX. LICENSES AND LAWS**

2 A. SUBCONTRACTOR shall, throughout the term of this Agreement, maintain all necessary  
3 licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of the  
4 services hereunder and required by the laws and regulations of the United States, State of California,  
5 COUNTY, and any other applicable governmental agencies. SUBCONTRACTOR shall notify  
6 SUPERINTENDENT immediately and in writing of its inability to obtain or maintain, irrespective of the  
7 pendency of an appeal, permits, licenses, approvals, certificates, waivers and exemptions. Said inability  
8 shall be cause for termination of this Agreement.

9 B. SUBCONTRACTOR shall comply with all applicable governmental laws, regulations, and  
10 requirements as they exist now or may be hereafter amended or changed.

11  
12 **X. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

13 A. Any written information or literature, including educational or promotional materials,  
14 distributed by SUBCONTRACTOR to any person or organization for purposes directly or indirectly  
15 related to this Agreement must be approved at least thirty (30) days in advance and in writing by  
16 SUPERINTENDENT and ADMINISTRATOR before distribution. For the purposes of this Agreement,  
17 distribution of written materials shall include, but not be limited to, pamphlets, brochures, flyers,  
18 newspaper or magazine ads, and electronic media such as the Internet.

19 B. Any advertisement through radio, television broadcast, or the Internet, for educational or  
20 promotional purposes, made by SUBCONTRACTOR for purposes directly or indirectly related to this  
21 Agreement must be approved at least thirty (30) days in advance and in writing by SUPERINTENDENT  
22 and ADMINISTRATOR.

23 C. If SUBCONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other  
24 publicly available social media sites) in support of the services described within this Agreement,  
25 SUBCONTRACTOR shall develop social media policies and procedures and have them available to  
26 SUPERINTENDENT and ADMINISTRATOR upon reasonable notice. SUBCONTRACTOR shall  
27 inform SUPERINTENDENT and ADMINISTRATOR of all forms of social media used to either  
28 directly or indirectly support the services described within this Agreement. SUBCONTRACTOR shall  
29 comply with COUNTY Social Media Use P&Ps as they pertain to any social media developed in support  
30 of the services described within this Agreement. SUBCONTRACTOR shall also include any required  
31 funding statement information on social media when required by SUPERINTENDENT and  
32 ADMINISTRATOR.

33 D. Any information as described in the Literature, Advertisements, and Social Media Paragraph of  
34 this Agreement shall not imply endorsement by SUPERINTENDENT or COUNTY, unless  
35 SUPERINTENDENT and ADMINISTRATOR consent thereto in writing.

1 **XI. NOTICES**

2 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements  
3 authorized or required by this Agreement shall be effective:

4 1. When written and deposited in the United States mail, first class postage prepaid and  
5 addressed as specified in the signature page of this Agreement, or as otherwise directed by  
6 SUPERINTENDENT;

7 2. When faxed, transmission confirmed;

8 3. When sent by Email; or

9 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel  
10 Service, or other expedited delivery service.

11 B. Termination Notices shall be addressed as specified in the signature page of this Agreement or  
12 as otherwise directed by SUPERINTENDENT and shall be effective when faxed, transmission  
13 confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel  
14 Service, or other expedited delivery service.

15 C. SUBCONTRACTOR shall notify SUPERINTENDENT, in writing, immediately upon  
16 becoming aware of any occurrence of a serious nature, which may expose SUPERINTENDENT and/or  
17 COUNTY to liability. Such occurrences shall include, but not be limited to, accidents, injuries, or acts  
18 of negligence, or loss or damage to any SUPERINTENDENT and/or COUNTY property in possession  
19 of SUPERINTENDENT or SUBCONTRACTOR.

20  
21 **XII. PAYMENTS**

22 A. SUPERINTENDENT shall pay SUBCONTRACTOR in accordance with the Compensation  
23 Paragraph of this Agreement; provided, however, the total of such payments does not exceed the  
24 Aggregate Maximum Obligation as referenced herein; and provided further, SUBCONTRACTOR's  
25 costs are reimbursable pursuant to COUNTY, state, and federal regulations. This specific Agreement  
26 with SUBCONTRACTOR is only one of several agreements to which this Aggregate Maximum  
27 Obligation applies. It therefore is understood by the parties that any compensation to  
28 SUBCONTRACTOR shall be only a fraction of the Aggregate Maximum Obligation.

29 B. SUBCONTRACTOR's invoices shall be on a form approved or supplied by  
30 SUPERINTENDENT and provide such information as is required by SUPERINTENDENT.

31 C. All invoices submitted by SUBCONTRACTOR to SUPERINTENDENT shall be supported by  
32 source documentation including hours and units of services provided.

33 D. SUPERINTENDENT may withhold or delay any payment if SUBCONTRACTOR fails to  
34 comply with any provision of this Agreement.

35 E. SUBCONTRACTOR shall not claim reimbursement for services provided beyond the  
36 expiration and/or termination of this Agreement.

37 F. SUPERINTENDENT and SUBCONTRACTOR may mutually agree, in writing with prior

1 written approval of ADMINISTRATOR, to modify the Payments Paragraph of this Agreement.

2  
3 **XIII. RECORDS MANAGEMENT AND MAINTENANCE**

4 A. SUBCONTRACTOR shall, throughout the term of this Agreement, prepare, maintain and  
5 manage records appropriate to the services provided and in accordance with this Agreement and all  
6 applicable requirements.

7 B. SUBCONTRACTOR shall ensure all appropriate state and federal standards of documentation,  
8 preparation, and confidentiality of records related to records are met at all times.

9  
10 **XIV. REPORTS**

11 Upon SUPERINTENDENT's request, SUBCONTRACTOR shall make any reports available, as  
12 required by SUPERINTENDENT concerning SUBCONTRACTOR's activities as they affect the  
13 services hereunder. SUPERINTENDENT shall be specific as to the information requested and allow  
14 thirty (30) calendar days for SUBCONTRACTOR to respond.

15  
16 **XV. RESEARCH AND PUBLICATION**

17 SUBCONTRACTOR shall not utilize information and/or data arising out of, or developed as a result  
18 of, the provision of services under this Agreement for the purpose of personal publication.

19  
20 **XIII. SERVICES TO BE PROVIDED**

21 SUBCONTRACTOR shall provide Advisor stipends to the designated Orange County Friday Night  
22 Live chapter advisor at Laguna Road Elementary School.

23  
24 **XVII. SEVERABILITY**

25 If a court of competent jurisdiction declares any provision of this Agreement or application thereof  
26 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any  
27 federal, state or COUNTY statute, ordinance, or regulation, the remaining provisions of this Agreement  
28 or the application thereof shall remain valid, and the remaining provisions of this Agreement shall  
29 remain in full force and effect, and to that extent the provisions of this Agreement are severable.

30  
31 **XVIII. STATUS OF SUBCONTRACTOR**

32 SUBCONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall  
33 be wholly responsible for the manner in which he/she performs the services required of it by the terms of  
34 this Agreement. This Agreement shall not be construed as creating the relationship of employer and  
35 employee, or principal and agent, between SUPERINTENDENT, SUBCONTRACTOR and COUNTY.  
36 SUBCONTRACTOR assumes exclusively the responsibility of his/her acts as they relate to the services  
37 to be provided during the course and scope of their employment. SUBCONTRACTOR shall not be

1 entitled to any rights or privileges of SUPERINTENDENT or COUNTY employees and shall not be  
2 considered in any manner to be SUPERINTENDENT or COUNTY employees.

### 4 **XIX. TAX LIABILITY**

5 SUBCONTRACTOR shall report all income and pay all applicable federal, state, and local income  
6 taxes or similar levies as a result of any monies paid SUBCONTRACTOR pursuant to this Agreement.  
7 SUBCONTRACTOR shall indemnify, defend and hold SUPERINTENDENT and COUNTY harmless  
8 from all liability, claims, losses, demands, including defense costs and attorney fees, whether resulting  
9 from court action or otherwise, in the event that any taxing authority or other agency attempts to obtain  
10 from SUPERINTENDENT or COUNTY any such monies, penalties, and/or interest imposed resulting  
11 from any failure of SUBCONTRACTOR to comply with the provisions of this paragraph.

### 13 **XX. TERM**

14 A. This specific Agreement with SUBCONTRACTOR is only one of several agreements to which  
15 the term of this Agreement applies. The term of this Master Agreement shall commence on March 1,  
16 2015 or the execution date of this Agreement by ADMINISTRATOR, whichever is later. This  
17 Agreement shall terminate no later than June 30, 2015; unless otherwise sooner terminated as provided  
18 for in this Agreement; provided, however, SUBCONTRACTOR shall be obligated to perform such  
19 duties as would normally extend beyond this term, including but not limited to, obligations with respect  
20 to confidentiality, indemnification, audits, reporting and accounting.

21 B. Any administrative duty or obligation to be performed pursuant to this Agreement on a weekend  
22 or holiday may be performed on the next regular business day.

23 C. This Agreement shall be void unless "Approved as to Form" by ADMINISTRATOR.

### 25 **XXI. TERMINATION**

26 A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar day written  
27 notice given the other party.

28 B. Unless otherwise specified in this Agreement, SUPERINTENDENT may terminate this  
29 Agreement upon five (5) calendar day written notice if SUBCONTRACTOR fails to perform any of the  
30 terms of this Agreement. At SUPERINTENDENT's sole discretion, SUBCONTRACTOR may be  
31 allowed up to thirty (30) calendar days for corrective action.

32 C. SUPERINTENDENT may terminate this Agreement immediately, upon written notice, on the  
33 occurrence of any of the following events:

34 1. The loss by SUBCONTRACTOR of legal capacity.

35 2. Cessation of services.

36 3. The delegation or assignment of SUBCONTRACTOR's services, pursuant to the  
37 Delegation and Assignment Paragraph of this Agreement.

- 1 4. The neglect by SUBCONTRACTOR of any duty required pursuant to this Agreement.
- 2 5. The loss of any licensure required for the provision of services under this Agreement.
- 3 6. The continued incapacity of SUBCONTRACTOR to perform duties required pursuant to
- 4 this Agreement.

5 7. Unethical conduct by SUBCONTRACTOR.

#### 6 D. CONTINGENT FUNDING

7 1. Any obligation of COUNTY under this Agreement is contingent upon the following:

8 a. The continued availability of federal, state and COUNTY funds for reimbursement of

9 COUNTY's expenditures, and

10 b. Inclusion of sufficient funding for the services hereunder in the applicable budget

11 approved by the Board of Supervisors.

12 2. In the event such funding is subsequently reduced or terminated, SUPERINTENDENT may

13 suspend, terminate or renegotiate this Agreement upon thirty (30) calendar day written notice given

14 SUBCONTRACTOR. If SUPERINTENDENT elects to renegotiate this Agreement due to reduced or

15 terminated funding, SUBCONTRACTOR shall not be obligated to accept the renegotiated terms.

16 E. In the event this Agreement is suspended or terminated by either party pursuant to the

17 Termination Paragraph of this Agreement, SUBCONTRACTOR shall do the following:

18 1. Comply with termination instructions provided by SUPERINTENDENT in a manner which

19 is consistent with recognized standards of prudent business practice.

20 2. Obtain immediate clarification from SUPERINTENDENT of any unsettled issues of

21 contract performance during the remaining contract term.

22 3. Until the date of termination, continue to provide the same level of service required by this

23 Agreement.

24 F. The rights and remedies of SUPERINTENDENT provided in this Termination Paragraph of

25 this Agreement shall not be exclusive, and are in addition to any other rights and remedies provided by

26 law or under this Agreement.

#### 27

#### 28 **XXII. THIRD PARTY BENEFICIARY**

29 Neither party hereto intends that this Agreement shall create rights hereunder in third parties, or with

30 any subcontractors as referenced in SUPERINTENDENT's agreement with COUNTY provided services

31 pursuant to this Agreement.

#### 32

#### 33 **XXIII. WAIVER OF DEFAULT OR BREACH**

34 Waiver by SUPERINTENDENT of any default by SUBCONTRACTOR shall not be considered a

35 waiver of any subsequent default. Waiver by SUPERINTENDENT of any breach by

36 SUBCONTRACTOR of any provision of this Agreement shall not be considered a waiver of any

37 subsequent breach. Waiver by SUPERINTENDENT of any default or any breach by

1 SUBCONTRACTOR shall not be considered a modification of the terms of this Agreement.

2  
3 **XXIV. TOBACCO USE POLICY**

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

9 **XXV. NON-DISCRIMINATION**

10 SUBCONTRACTOR agrees that it will not engage in unlawful discrimination in employment of  
11 persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical  
12 condition, marital status, or sex of such persons.

13  
14 IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange, State  
15 of California.

16  
17 FULLERTON SCHOOL DISTRICT

18 SIGNATURE: \_\_\_\_\_ DATED: \_\_\_\_\_

19 PRINTED NAME: \_\_\_\_\_

20 ADDRESS: 1401 West. Valencia Drive

21 Fullerton, CA 92803

22  
23 ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

24 SIGNATURE: *Patricia McCaughey* DATED: January 15, 2015

25 PRINTED NAME: Patricia McCaughey

26 ADDRESS: 200 Kalmus Drive

27 Costa Mesa, CA 92626

28  
29 APPROVED AS TO FORM

30 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

31 ADMINISTRATOR

32 HCA/Contract Development and Management

33 405 W. 5th Street

34 Santa Ana, CA 92701

35  
36 Fullerton SD-FNL-OCDE \$ HCA Master Agmt SubK Template(41385)FY 14-15  
37 ZIP4

## 2014-2015 OCFNLP PARTICIPANT REQUIREMENTS SCHOOL-BASED CHAPTERS

*This document reflects the integrity and funding requirements of the Orange County Friday Night Live Partnership, as well as the actual mandates required in any contract between the Orange County Department of Education and individual districts or agencies.*

The Orange County Friday Night Live Partnership (OCFNLP) is a youth development program that engages young people in alcohol and other drug (AOD) prevention. Programs are established on school campuses and in youth-serving organizations with the goal of generating positive outcomes for youth.

### **OCFNLP Standards of Practice:**

As a Member in Good Standing with the California Friday Night Live Collaborative, OCFNLP offers program components and services which support the California Friday Night Live Standards of Practice. These standards of practice ensure that all program participants will experience the following:

1. A safe environment;
2. Opportunities for community engagement;
3. Opportunities for leadership and advocacy;
4. Opportunities to build caring and meaningful relationships with peers and adults; and
5. Opportunities to engage in interesting and relevant skill development activities

### **OCFNLP Staff Will Provide:**

1. Submission of a Chapter Profile to the California Friday Night Live Partnership for certification;
2. Provision of new advisor training and materials;
3. Ongoing technical assistance and support for chapter development and activities;
4. Advisor Handbook;
5. Training and support for school and community prevention activities;
6. Advisor training opportunities (i.e., Advisor 101, Advisor Kick-off);
7. Youth-focused leadership/skill building training opportunities (onsite and countywide);
8. Support for chapter recruitment activities; and
9. Program information and updates through the OCFNLP website, email, and/or mailings.

### **Requirements for Participation and Advisor Stipend:**

In order to reach the full potential of the program for the young people involved, we ask that advisors establish and maintain an active chapter by carrying out the activities listed on the following page. This ensures certification by the California Friday Night Live Partnership (authorizing use of the FNL/CL/FNL Kids names and logos) and meets the requirements of the County of Orange Health Care Agency, Alcohol and Drug Education and Prevention Team, the funding agency. In addition to the requirements listed, advisor(s) must adhere to all school/district policies and code of conduct.

OCFNLP advisors who meet the eligibility requirements and all the general requirements listed have the opportunity to receive an Advisor Stipend. Amounts listed reflect payment distribution for the 2014-2015 fiscal year. Each component may be counted only one time. Maximum obligation is \$1,000 per school site.

| Requirement   | Stipend |
|---|---------|
| 1. <b>Use of Name, Membership, and Meetings:</b> Utilize the Friday Night Live/Club Live/Friday Night Live Kids (FNL/CL/FNL Kids) name for meetings, events, and activities. Maintain a leadership team, including a minimum of one (1) advisor and a minimum of ten (10) youth; hold and facilitate a minimum of two (2) chapter meetings per month. FNL Kids should include youth in grades 4-6 only.   | \$100   |
| 2. <b>Required Paperwork:</b> <ul style="list-style-type: none"> <li>Chapter Profile, Chapter Application</li> <li>Monthly Logs – September 2014 through June 2015</li> </ul>   | \$100   |
| 3. <b>Program Evaluation (May):</b> <ul style="list-style-type: none"> <li>Year-end Surveys (FNL, CL, FNL Kids)</li> <li>Youth Development Survey (FNL, CL)</li> <li>Advisor Survey (FNL/CL/FNL Kids)</li> </ul>  | \$50    |
| 4. <b>Advisor Training:</b> Returning advisors must participate in the Advisor Kick-off Meeting. New advisors must participate in the Advisor 101 training.   | \$100   |
| 5. <b>Youth Leadership Training:</b> Participate in one (1) two-hour youth leadership training conducted at chapter location. Training is conducted by OCFNLP staff and is for youth leaders and/or active chapter youth.   | \$100   |
| 6. <b>Youth Training/Event:</b> Participate in one (1) or more countywide youth training or event. <ul style="list-style-type: none"> <li>CFNLP Youth Traffic Safety Summit (FNL)</li> <li>Fall Leadership Training (FNL/CL/FNL Kids)</li> <li>Spring Leadership Training (FNL/CL)</li> <li>Year-end Recognition Ceremony (FNL/CL/FNL Kids)</li> <li>Onsite Skill Development Training (FNL Kids)</li> </ul>  | \$100   |
| 7. <b>Community Engagement Activities:</b> Participate in one of the following three options. <ul style="list-style-type: none"> <li><b>Feeder School Prevention Activity (for FNL &amp; CL only):</b> Conduct two (2) AOD prevention activities at feeder a middle or elementary school.</li> <li><b>Community Prevention Project or Community Service Activity:</b> Conduct or participate in two (2) or more community prevention projects or community service activities.</li> <li><b>Roadmap Project:</b> Conduct one (1) alcohol or other drug prevention project that includes the following steps: Capacity Building, Assessment, Planning, Implementation, and Evaluation.</li> </ul> | \$150   |
| 8. <b>School-based Prevention Activity #1:</b> Conduct one (1) campus wide prevention activity by December 31, 2014 that results in contact with a large portion* of the school population.<br>* FNL Kids = 60% of the 4-6 <sup>th</sup> grade population; Club Live = 50% of the student population; FNL = 40% of the student population   | \$150   |
| 9. <b>School-based Prevention Activity #2:</b> Conduct one (1) campus wide prevention activity by May 31, 2015 that results in contact with a large portion* of the school population.<br>* FNL Kids = 60% of the 4-6 <sup>th</sup> grade population; Club Live = 50% of the student population; FNL = 40% of the student population  | \$150   |

**OCFNLP Lobbying Prohibition:**

OCFNLP staff, chapter members, and advisors are prohibited from lobbying due to public funds used to support the FNL/CL/FNL Kids programs.

- OCFNLP is committed to education such as providing factual information about specific topics.
- Lobbying is considered using any OCFNLP funds, materials, or affiliation to influence an elected official (city councils, school boards, county, state, federal, etc.) to take a particular position or vote a certain way on a specific piece of legislation, policy, bill, ordinance, rule, etc.

For further information, please see the "Lobbying vs. Education" information sheet in your Advisor Handbook.

***I have read and understand the requirements in this document.***

|                             |                          |      |
|-----------------------------|--------------------------|------|
| Chapter Name                |                          |      |
| Print OCFNLP Advisor's Name | OCFNLP Advisor Signature | Date |
| Print Principal's Name      | Principal's Signature    | Date |



Orange County Friday Night Live Partnership (OCFNLP) is administered by the Orange County Department of Education with funding from the County of Orange Health Care Agency, Alcohol and Drug Education and Prevention Team.





CONSENT ITEM

**DATE:** February 17, 2015

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

**FROM:** Craig Choi Bertsch, Ed.D., Assistant Superintendent, Personnel Services

**PREPARED BY:** Kathryn Ikola, Coordinator, Child Welfare and Attendance

**SUBJECT:** APPROVE 2015-2018 DISTRICT AND COUNTY PLAN FOR PROVIDING EDUCATIONAL SERVICES TO ALL EXPELLED STUDENTS

Background: Education Code Section 48916.1 mandates that the governing boards of school districts must ensure the development of an educational program designed to meet the individual needs of expelled students. The law also states that districts must review and, if necessary, revise this Plan for Providing Educational Services to all Expelled Students every three years.

The school districts of Orange County and the Orange County Department of Education worked collaboratively to develop and update a comprehensive plan to provide services to expelled students for 2015 through 2018. Included in this revised plan are: a listing of existing educational alternatives for expelled students, identification of gaps in the available educational services for this population of students, and remedies that have been created to address those gaps or strategies that will be utilized to find ways to fill the gaps in services. The plan also addresses alternate placements for students who, once placed in a community day school program or other alternative setting, fail to meet the terms and conditions of their rehabilitation plan, or who pose a continuing danger to other district students or staff. This plan provides a continuum of alternative educational programs that will equalize the service available to this population of students across the County.

Copies of the District and County Plans are available for review in the Superintendent's Office.

Rationale: As required by Education Code Section 48926, the Orange County Superintendent of Schools has developed an expulsion plan in conjunction with the Superintendents of the School Districts in Orange County. The plan provides for educational services to all expelled students in the County for school years 2015-2018 and must be adopted by the governing board of each school district in Orange County and the Orange County Board of Education.

Funding: Not applicable.

Recommendation: Approve 2015-2018 District and County Plan for Providing Educational Services to all Expelled Students.

CCB:KI:mc

CONSENT ITEM

**DATE:** February 17, 2015

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

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

**PREPARED BY:** Melissa Greenwood, Accounting Supervisor, Business Services

**SUBJECT:** **ADOPT RESOLUTIONS NUMBERED 14/15-B026 THROUGH 14/15-B031 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

Background: Education Code Section 42600 authorizes budget transfers between expenditure classifications and from the undistributed reserve to various expenditure classifications. Education Code section 42602 authorizes the use for expenditure purposes of unbudgeted state apportionment, categorical, and other revenue sources.

Rationale: Updates to budgets allow District staff to perform day-to-day business operations.

Funding: Not applicable.

Recommendation: Adopt Resolutions numbered 14/15-B026 through 14/15-B031 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

SH:MG:gs  
Attachment

**FULLERTON SCHOOL DISTRICT**  
**Orange County, California**  
**RESOLUTION FOR BUDGET ADJUSTMENT**  
**District 22**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that the previously budgeted income in the amount of \$593,108 will not be received. It is hereby resolved to adjust accounts according to Section 42602 of the Education Code of California as follows:

**GENERAL FUND 01**  
**UNRESTRICTED**

| <u>Budget Acct. #</u> | <u>Income Source</u>                     | <u>Amount</u>     |
|-----------------------|--|-------------------|
| 8699                  | All Other Local Revenue                  | \$7,029           |
| 8980                  | Contributions from Unrestricted Revenues | -600,137          |
|                       |  | <u>-\$593,108</u> |

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

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

| <u>Budget Acct. #</u> | <u>Expenditure Source</u>             | <u>Amount</u>     |
|-----------------------|---------------------------------------|-------------------|
| 1000                  | Certificated Salaries                 | \$2,716,612       |
| 2000                  | Classified Salaries                   | 516,525           |
| 3000                  | Employee Benefits                     | 605,565           |
| 4000                  | Books and Supplies                    | -52,112           |
| 5000                  | Services & Other Operating Expenses   | 40,468            |
| 9789                  | Designated for Economic Uncertainties | -4,420,166        |
|                       | Total:                                | <u>-\$593,108</u> |

Explanation: This Resolution reflects an increase in contributions to restricted programs, and an increase in revenue and expenditures for ASB reimbursements. It also includes an increase in expenditures for negotiated compensation increases, and other adjustments to projected expenditures in the unrestricted General Fund.

Approved: Wendy Benkert, Ed.D.  
Assistant Superintendent of Business  
Orange County Department of Education

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

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

**FULLERTON SCHOOL DISTRICT**  
**Orange County, California**  
**RESOLUTION FOR BUDGET ADJUSTMENT**  
**District 22**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$783,587 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

**GENERAL FUND 01**  
**RESTRICTED**

| <u>Budget Acct. #</u> | <u>Income Source</u>                     | <u>Amount</u>    |
|-----------------------|--|------------------|
| 8181                  | Special Education – Entitlement per UDC  | \$142,912        |
| 8182                  | Special Education – Discretionary Grants | 40,538           |
| 8980                  | Contributions from Unrestricted Revenues | 600,137          |
|                       |  | <u>\$783,587</u> |

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

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

| <u>Budget Acct. #</u> | <u>Expenditure Source</u>           | <u>Amount</u>    |
|-----------------------|-------------------------------------|------------------|
| 1000                  | Certificated Salaries               | \$305,973        |
| 2000                  | Classified Salaries                 | 284,119          |
| 3000                  | Employee Benefits                   | 174,466          |
| 4000                  | Books and Supplies                  | -4,819           |
| 5000                  | Services & Other Operating Expenses | 2,129            |
| 6000                  | Capital Outlay                      | -25,000          |
| 7000                  | Other Outgo                         | 46,719           |
|                       | Total:                              | <u>\$783,587</u> |

Explanation: This Resolution reflects an increase in contributions from unrestricted revenues for negotiated compensation increases, an increase to revenue and expenditures for Special Education Preschool and IDEA, and adjustments to projected expenditures in the restricted General Fund.

Approved: Wendy Benkert, Ed.D.  
 Assistant Superintendent of Business  
 Orange County Department of Education

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

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

**FULLERTON SCHOOL DISTRICT**  
**Orange County, California**  
**RESOLUTION FOR BUDGET ADJUSTMENT**  
**District 22**

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$255,190 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

**CHILD DEVELOPMENT FUND 12**

| <u>Budget Acct. #</u> | <u>Income Source</u>      | <u>Amount</u>    |
|-----------------------|---------------------------|------------------|
| 8290                  | All Other Federal Revenue | \$3,389          |
| 8590                  | All Other State Revenue   | 251,801          |
|                       |                           | <u>\$255,190</u> |

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

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

| <u>Budget Acct. #</u> | <u>Expenditure Source</u> | <u>Amount</u>    |
|-----------------------|---------------------------|------------------|
| 1000                  | Certificated Salaries     | \$28,239         |
| 2000                  | Classified Salaries       | 97,000           |
| 3000                  | Employee Benefits         | 1,483            |
| 4000                  | Books and Supplies        | 103,788          |
| 7000                  | Other Outgo               | 24,680           |
|                       | Total:                    | <u>\$255,190</u> |

Explanation: This Resolution reflects an increase to revenue and expenditures for the State and Federal funded preschool programs, and adjustments to projected expenditures in the Child Development Fund.

Approved: Wendy Benkert, Ed.D.  
 Assistant Superintendent of Business  
 Orange County Department of Education

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

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

**FULLERTON SCHOOL DISTRICT**  
**Orange County, California**  
**RESOLUTION FOR BUDGET ADJUSTMENT**  
**District 22**

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

**DEFERRED MAINTENANCE FUND 14**

| <u>Budget Acct. #</u> | <u>Expenditure Source</u>           | <u>Amount</u> |
|-----------------------|-------------------------------------|---------------|
| 4000                  | Books and Supplies                  | \$10,000      |
| 5000                  | Services & Other Operating Expenses | -10,000       |
|                       | Total:                              | \$0           |

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42600 of the Education Code of California, such funds are reflected accordingly.

Explanation: This Resolution reflects adjustments to projected expenditures in the Deferred Maintenance Fund.

Approved: Wendy Benkert, Ed.D.  
Assistant Superintendent of Business  
Orange County Department of Education

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

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

**FULLERTON SCHOOL DISTRICT**  
**Orange County, California**  
**RESOLUTION FOR BUDGET ADJUSTMENT**  
**District 22**

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

**WORKERS' COMPENSATION FUND 68**

| <u>Budget Acct. #</u> | <u>Expenditure Description</u>      | <u>Amount</u> |
|-----------------------|-------------------------------------|---------------|
| 2000                  | Classified Salaries                 | 5,432         |
| 5000                  | Services & Other Operating Expenses | -5,432        |
|                       | Total                               | \$0           |

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42600 of the Education Code of California, such funds are reflected accordingly.

**Explanation:** This Resolution reflects adjustments to projected expenditures in the Workers' Compensation Fund.

Approved: Wendy Benkert, Ed.D.  
Assistant Superintendent of Business  
Orange County Department of Education

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

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

**FULLERTON SCHOOL DISTRICT**  
**Orange County, California**  
**RESOLUTION FOR BUDGET ADJUSTMENT**  
**District 22**

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

**PROPERTY AND LIABILITY FUND 81**

| <u>Budget Acct. #</u> | <u>Expenditure Source</u>           | <u>Amount</u> |
|-----------------------|-------------------------------------|---------------|
| 2000                  | Classified Salaries                 | \$2,000       |
| 3000                  | Employee Benefits                   | 4,200         |
| 4000                  | Books and Supplies                  | -4,200        |
| 5000                  | Services & Other Operating Expenses | -2,000        |
|                       | Total:                              | \$0           |

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 42600 of the Education Code of California, such funds are reflected accordingly.

Explanation: This Resolution reflects adjustments to projected expenditures in the Property and Liability Fund.

Approved: Wendy Benkert, Ed.D.  
Assistant Superintendent of Business  
Orange County Department of Education

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

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



CONSENT ITEM

**DATE:** February 17, 2015  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**PREPARED BY:** Steve Miller, Director, Business Services  
**SUBJECT:** APPROVE/RATIFY WARRANT NUMBER 1097 FOR THE 2014/2015 SCHOOL YEAR (DISTRICT 40, VAN DAELE)

Background: Board approval is requested for warrant number 1097 for the 2014/2015 school year. The total amount presented for approval is \$2,038.16.

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

|    |              |                   |
|----|--------------|-------------------|
| 01 | General Fund | \$2,038.16        |
|    | Total        | <u>\$2,038.16</u> |

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

Funding: Funding is taken from District 40, General Fund 01.

Recommendation: Approve/Ratify warrant number 1097 for the 2014/2015 school year (District 40, Van Daele).

SH:SM:gs

CONSENT ITEM

**DATE:** February 17, 2015  
**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 1155 FOR THE 2014/2015 SCHOOL YEAR (DISTRICT 48, AMERIGE HEIGHTS)

Background: Board approval is requested for warrant number 1155 for the 2014/2015 school year. The total amount presented for approval is \$2,113.53.

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

|    |              |                   |
|----|--------------|-------------------|
| 01 | General Fund | \$2,113.53        |
|    | Total        | <u>\$2,113.53</u> |

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

Funding: Funding is taken from District 48, General Fund 01.

Recommendation: Approve/Ratify warrants numbered 1155 for the 2014/2015 school year (District 48, Amerige Heights).

SH:SM:gs

CONSENT ITEM

**DATE:** February 17, 2015

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

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

**PREPARED BY:** Chris Maertzweiler, Reprographics Coordinator, Business Services

**SUBJECT:** **APPROVE ENTERING INTO AN AGREEMENT WITH KONICA MINOLTA BUSINESS SOLUTIONS FOR EFI DIGITAL STOREFRONT SOFTWARE AND SUPPORT BEGINNING MARCH 1, 2015, WITH SUBSEQUENT ANNUAL RENEWALS**

Background: The Fullerton School District has been reviewing software applications which would improve the ordering, productivity, and accounting for printing services. Three software applications were reviewed: Printshop Pro, Digital Storefront, and Page DNA. The Digital StoreFront was determined to be the most complete application for Fullerton School District.

Rationale: By implementing a Digital StoreFront software solution, the District's Printing Services Department would have increased visibility, improved accessibility, and efficiencies in both production productivity and accounting.

District staff recommends entering into an agreement with Konica Minolta Business Systems for EFI Digital StoreFront software. Konica Minolta is an authorized dealer of EFI products.

Funding: The total cost of the agreement is not to exceed \$25,200, and is to be paid from the Unrestricted General Fund.

Recommendation: Approve entering into an agreement with Konica Minolta Business Solutions for EFI Digital StoreFront software and support beginning March 1, 2015, with subsequent annual renewals.

SH:CM:gs

CONSENT ITEM

**DATE:** February 17, 2015

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

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

**PREPARED BY:** Robert Macauley, Director, Maintenance/Operations & Facilities

**SUBJECT:** APPROVE/RATIFY AGREEMENT WITH OMB ELECTRICAL ENGINEERS, INC., FOR ELECTRICAL ENGINEERING SERVICES

Background: The District plans to enter into various construction projects. The services of an electrical engineer are needed.

Rationale: School construction projects are governed by the Division of the State Architect (DSA). DSA reviews and approves school construction plans for projects that meet specific criteria. An electrical engineer can assist the architect in obtaining necessary approvals of drawings from DSA, and submit engineering drawings and calculations necessary to secure electrical approvals.

District staff recommends entering into an agreement with OMB Electrical Engineers, Inc., for these services. OMB Electrical Engineers, Inc., is a full-service engineering firm specializing in school projects.

Funding: Services will be utilized on an as-needed basis. Costs are set at professional hourly rates as detailed in the Independent Contract Agreement. Total projected cost for services for each project will be approved in advance by the Assistant Superintendent, Business Services, before any work commences. Costs will be paid from various funds, including the General Fund and District 48 (Amerige Heights).

Recommendation: Approve/Ratify Agreement with OMB Electrical Engineers, Inc., for electrical engineering services.

SH:RM:mm  
Attachment

## 2014-2015 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **OMB Electrical Engineers, Inc.**, hereinafter referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor: Contractor shall provide **electrical engineering services, as per Proposal dated January 9, 2015**, hereinafter referred to as "Services."

Services shall be provided by **OMB Electrical Engineers, Inc.**,

2. Term. Contractor shall commence providing Services under this Agreement on **February 17, 2015**, and will diligently perform as required and complete performance by **June 30, 2015**.

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement and individual proposals, which will be submitted per project. Contractor shall submit a detailed invoice to District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.

### Hourly Rates:

|                  |          |
|------------------|----------|
| Principal        | \$170.00 |
| Project Engineer | \$150.00 |
| Sr. Designer     | \$125.00 |
| Designer         | \$100.00 |
| CAD Drafting     | \$ 80.00 |
| Clerical         | \$ 60.00 |

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Services for District.

5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's 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 Contractor's 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 Contractor's 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 Contractor's profession.

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, and ideas prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by, District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

8. 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.

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for the 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.

10. 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.

11. Insurance. The Contractor, at Contractor's sole cost and expense, shall insure Contractor's activities in connection with the Services under this Agreement and shall obtain, keep in force, and maintain insurance as follows:

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

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

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$1,000,000.00 for each occurrence.

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

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

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

It should be expressly understood, 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 the 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 nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the District.

12. Assignment. The obligations of the Contractor and the performance of the Services 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.

13. Compliance With Applicable Laws. The Services 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 the Services covered by this Agreement or accruing out of the performance of such Services.

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code Section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractor's employees to submit to additional criminal background checks at the District's sole and absolute discretion.

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

14. Permits/Licenses. Contractor shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of the Services pursuant to this Agreement.

15. 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 the Services are actually being performed pursuant to this Agreement.

16. 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.

17. Nondiscrimination. Contractor agrees that Contractor will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age or other characteristics protected by federal or state laws of such persons.

18. 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.

19. 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: Bob Macauley

CONTRACTOR:  
OMB Electrical Engineers, Inc.  
8825 Research Drive  
Irvine, CA 92618  
Attn: Victoria Becerra

20. 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.

21. 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.

22. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all parties have signed it.

24. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

25. 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.

THIS AGREEMENT IS ENTERED INTO THIS 17<sup>TH</sup> DAY OF FEBRUARY, 2015.

FULLERTON SCHOOL DISTRICT

By:

\_\_\_\_\_  
Susan Cross Hume  
Asst. Superintendent, Business Services

\_\_\_\_\_  
**(Contractor Name)**

By:

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**(Typed Name, Title)**

\_\_\_\_\_  
**On File  
Taxpayer ID Number**

CONSENT ITEM

**DATE:** February 17, 2015

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

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

**PREPARED BY:** Robert Macauley, Director, Maintenance/Operations & Facilities

**SUBJECT:** APPROVE/RATIFY AGREEMENT WITH R. DALE HADFIELD FOR LANDSCAPE ARCHITECTURAL SERVICES, EFFECTIVE FEBRUARY 17, 2015 THROUGH JUNE 30, 2015

Background: The District plans to enter into various construction projects. The services of a landscape architect are needed.

Rationale: School construction projects are governed by the Division of the State Architect (DSA). DSA reviews and approves school construction plans for projects that meet specific criteria. A landscape architect can assist the architect in obtaining necessary approvals of drawings from DSA, and submit landscape drawings and calculations necessary to secure approvals from the State.

District staff recommends entering into an agreement with R. Dale Hadfield for these services. R. Dale Hadfield is a full-service landscaping architectural firm specializing in school projects.

Funding: Services will be utilized on an as-needed basis. Costs are set at professional hourly rates as detailed in the Independent Contract Agreement. Total projected cost for services for each project will be approved in advance by the Assistant Superintendent, Business Services, before any work commences. Costs will be paid from the Capital Facilities Fund.

Recommendation: Approve/Ratify Agreement with R. Dale Hadfield for landscape architectural services, effective February 17, 2015 through June 30, 2015.

SH:RM:mm  
Attachment

## 2014-2015 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **R. Dale Hadfield**, hereinafter referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor: Contractor shall provide **landscape architectural services, as per Proposal dated December 22, 2014 (attached)**, hereinafter referred to as "Services."

Services shall be provided by **R. Dale Hadfield**.

2. Term. Contractor shall commence providing Services under this Agreement on **February 17, 2015**, and will diligently perform as required and complete performance by **June 30, 2015**.

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement and Proposal dated December 22, 2014. Contractor shall submit a detailed invoice to District. Payment for Services will only be made if Services have been satisfactorily rendered 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 the Services for District.

5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's 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 Contractor's 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 Contractor's 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 Contractor's profession.

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, and ideas prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by, District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

8. 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.

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for the 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.

10. 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.

11. Insurance. The Contractor, at Contractor's sole cost and expense, shall insure Contractor's activities in connection with the Services under this Agreement and shall obtain, keep in force, and maintain insurance as follows:

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

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

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$1,000,000.00 for each occurrence.

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

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

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

It should be expressly understood, 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 the 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 nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the District.

12. Assignment. The obligations of the Contractor and the performance of the Services 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.

13. Compliance With Applicable Laws. The Services 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 the Services covered by this Agreement or accruing out of the performance of such Services.

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code Section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractor's employees to submit to additional criminal background checks at the District's sole and absolute discretion.

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

14. Permits/Licenses. Contractor shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of the Services pursuant to this Agreement.

15. 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 the Services are actually being performed pursuant to this Agreement.

16. 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.

17. Nondiscrimination. Contractor agrees that Contractor will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age or other characteristics protected by federal or state laws of such persons.

18. 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.

19. 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:  
**R. Dale Hadfield**  
**27601 Forbes Road, Suite 51**  
**Laguna Niguel, CA 92677-1242**

20. 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.

21. 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.

22. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all parties have signed it.

24. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

25. 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.

THIS AGREEMENT IS ENTERED INTO THIS 17<sup>th</sup> DAY OF FEBRUARY, 2015.

FULLERTON SCHOOL DISTRICT

By:

\_\_\_\_\_  
Susan Cross Hume  
Asst. Superintendent, Business Services

\_\_\_\_\_  
**(Contractor Name)**

By:

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**(Typed Name, Title)**

\_\_\_\_\_  
**On File**  
**Taxpayer ID Number**

Mr Robert Macauley  
Director / Maintenance and Facilities  
Fullerton School District  
1401 West Valencia Drive  
Fullerton, CA 92833-3938

December 22, 2014

Re: Landscape Architectural Proposal for: Robert C Fisler K-8 School  
New Track  
1350 Starbuck Street  
Fullerton, CA 92833  
Fullerton USD

Dear Mr Macauley:

We are pleased to submit this proposal to provide landscape architectural services for the above referenced project. Our 'Scope of Work' reflects KPI's previous 'Request for Proposal' dated 8-7-2014. We propose to provide services and documents as follows:

**I. SCOPE OF WORK**

**A. Landscape Services**

1. Provide landscape planting notes and irrigation design for the above project, cost estimates, construction documents, calculations, bidding responses, construction administration and Division of State Architect (DSA) close out documentation (if applicable).
2. Provide written specifications.
3. Coordinate with all City, State and Federal agencies (as required).
4. Field-verify existing conditions.
5. Conduct telephone survey with School District Maintenance Staff to confirm our needs.



6. Provide construction administration services, meetings and four (4) field visits, as required to meet the needs of the project. Include a written summary of each visit.
7. Conduct telephone survey to coordinate and confirm landscape and irrigation materials/ design with School District Maintenance Department.
8. Address all DSA comments related to our "Scope of Work" (if applicable).
9. Provide assistance to Architecture 9, LLC in obtaining DSA approval. We will provide corrections and/or correspondence to Architecture 9, LLC (No meeting with DSA).
10. Coordination with other sub-consultants and architect regarding water and power and details for construction coordination (if applicable).
11. Responses to RFI's and review of contractor submittals.

## II. SUBMITTED MATERIAL

### A. Schematic and Design Development Phase (AutoCAD 2002)

Schematic and Design Development plans will be progress construction documents used to convey concepts and ideas. Plans will be prepared for the following:

1. Progress drawings submitted at 50% completion at an appropriate scale providing the following information:
  - a. Proposed location and configuration of track layout (as shown on Architect's plans); for coordination purposes with planting and irrigation design.
  - b. Proposed landscape planting concept identifying new turf modifications.
2. Opinion of Probable Construction Cost

The above items to be submitted to Client and School District for review and approval prior to proceeding to the Construction Document Phase.

### B. Construction Document Phase (AutoCAD 2002)

1. Preparation of final 100% completion planting and irrigation plans, with details, specifications, final opinion of probable construction cost, and any other items necessary to make a final set of bid documents.

2. Construction services to be provided by R. Dale Hadfield / Landscape Architect (RDH/LA) during the course of construction include review of payment requests, preparation of approved change orders, shop drawing review, visits to the construction site visits with written reports. RDH/LA cannot be held responsible for Contractor's non-compliance to plans and specifications, unless Construction Observation is requested.
  - a. Pre-construction meeting to review plans, and overall scope of our plans.
  - b. Irrigation Coverage Test and approve quality of plant material and locations. (NOTE: Mainline Pressure Test and prior coverage tests to be conducted with District Inspector.)
  - c. Final "Punch List" site visit and release to Maintenance Period.
  - d. Release from Maintenance Period and Acceptance of Project.

### III. PAYMENT

In consideration for providing the above documents and services, **R. DALE HADFIELD/ LANDSCAPE ARCHITECT** shall be paid a lump sum fee of **EIGHT THOUSAND FOUR HUNDRED DOLLARS EVEN (\$8,400.00)**.

Invoices shall be submitted to Fullerton School District appropriate to the following stages of completion and payable within 14 days of receipt:

|   |      |
|---|------|
| Schematic Design and Design Development.....                      | 25%  |
| Construction Documents .....                                      | 50%  |
| Bidding .....   | 5%   |
| Construction Administration .....                                 | 20%  |
| DSA Close-out (Landscape is accepted prior to DSA Close-out)..... | N/A  |
| TOTAL   | 100% |

### IV. ITEMS OF WORK NOT INCLUDED IN CONTRACT

- A. All hardscape plans, details, and specifications.
- B. Civil, architectural, electrical, structural or mechanical plans.
- C. Processing of plans through DSA (our plans provided to Architecture 9, LLC for their submitting).

CONSENT ITEM

**DATE:** February 17, 2015

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

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

**PREPARED BY:** Bob Macauley, Director, Maintenance/Operations and Facilities

**SUBJECT:** APPROVE/RATIFY DEDUCTIVE CHANGE ORDER #1 FOR ROBERT D. GOSNEY CONSTRUCTION, INC., FOR FLAGPOLE REPLACEMENT AT ACACIA, HERMOSA DRIVE, ORANGETHORPE, RAYMOND, AND RICHMAN SCHOOLS: FSD-14-15-DM-02

Background: On November 18, 2014, the Board of Trustees approved the award of a contract for Flagpole Replacement at Acacia, Hermosa Drive, Orangethorpe, Raymond, and Richman Schools: FSD-14-15-DM-02, to Robert D. Gosney Construction, Inc. The original contract scope of work has been modified by a reduction of \$1,474.

Rationale: There was a change in finishes of the flag poles, which resulted in a credit.

Funding: This project is funded from Deferred Maintenance. Change Order #1 is for the deductive amount of \$1,474. The new total of this contract is \$30,496.

Recommendation: Approve/Ratify Deductive Change Order #1 for Robert D. Gosney Construction, Inc., for Flagpole Replacement at Acacia, Hermosa Drive, Orangethorpe, Raymond, and Richman Schools: FSD-14-15-DM-02.

SH:BM:mm

CONSENT ITEM

**DATE:** February 17, 2015  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**PREPARED BY:** Bob Macauley, Director, Maintenance, Operations and Facilities  
**SUBJECT:** APPROVE/RATIFY NOTICE OF COMPLETION FOR FLAGPOLE REPLACEMENT AT ACACIA, HERMOSA DRIVE, ORANGETHORPE, RAYMOND, AND RICHMAN SCHOOLS: FSD-14-15-DM-02

Background: On November 18, 2014, the Board of Trustees approved the award of a contract for Flagpole Replacement at Acacia, Hermosa Drive, Orangethorpe, Raymond, and Richman Schools: FSD-14-15-DM-02 to Robert D. Gosney Construction. 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 \$30,496 from Deferred Maintenance.

Recommendation: Approve/Ratify Notice of Completion for Flagpole Replacement at Acacia, Hermosa Drive, Orangethorpe, Raymond, and Richman Schools: FSD-14-15-DM-02.

SH:BM: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: Acacia School, 1200 N. Acacia, Fullerton, CA 92831; Hermosa Drive School, 400 E. Hermosa Drive, Fullerton, CA 92835; Orangethorpe School, 1400 S. Brookhurst, Fullerton, CA 92833; Raymond School, 517 N. Raymond, Fullerton, CA 92831; and Richman School, 700 S. Richman, Fullerton, CA 92832, the contract for the doing of which was heretofore entered into on the 18<sup>th</sup> day of November, 2014, which contract was made with Robert D. Gosney Construction of Hesperia, CA, as contractor; that the work on said improvements was actually completed and accepted on the 17<sup>th</sup> day of February, 2015, 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 North American Specialty Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: Flagpole Replacement at Acacia, Hermosa Drive, Orangethorpe, Raymond, and Richman Schools: FSD-14-15-DM-02.

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 \_\_\_\_ day of February, 2015, by Hilda Sugarman, 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:** February 17, 2015  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Craig C. Bertsch, Ed.D., Assistant Superintendent, Personnel Services  
**SUBJECT:** REVIEW ORANGE COUNTY DEPARTMENT OF EDUCATION'S WILLIAMS SETTLEMENT LEGISLATION SECOND QUARTER REPORT FOR 2014-2015

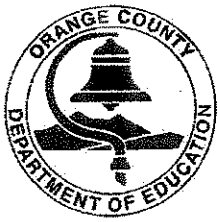
Background: The Orange County Department of Education (OCDE) conducts annual reviews pursuant to the Williams Settlement Legislation. The attached report reflects monitoring of teacher assignments by the OCDE from April 2014 through June 2014. Pursuant to Education Code §1240(2)(H), a copy of the report is being shared with the Board.

Rationale: To meet legal mandates.

Funding: Not applicable.

Recommendation: Review Orange County Department of Education's Williams Settlement Legislation Second Quarter Report for 2014-2015.

CCB:nm  
Attachment



**Williams Settlement Legislation  
Fullerton School District  
Second Quarter Site Review Report  
Fiscal Year 2014-2015**


Prepared by the Orange County Department of Education

**FACILITIES**

Schools were reviewed with respect to the safety, cleanliness, and functionality of school facilities. Deficiencies were reported to school administrators for remediation.

| School Site              | Review Date      | Location                     | Facility Conditions Identified   |
|--------------------------|------------------|------------------------------|--|
| Commonwealth Elementary  | October 14, 2014 | Nurse's office               | Dried blood on the walls by the sink   |
| Commonwealth Elementary  | October 14, 2014 | Upper Grade Playground       | Large climbing structure has bracket that is broken, several joints have welds that appear cracked and structure is bent and not level |
| Commonwealth Elementary  | October 14, 2014 | Boy's restroom near Room 21  | Two toilet flush valves are leaking  |
| Commonwealth Elementary  | October 14, 2014 | Girl's restroom near Room 25 | Electric heater above toilet stall not secured. One sink faucet has no water; four toilet flush valves leak.                           |
| Commonwealth Elementary  | October 14, 2014 | Girl's restroom near Room 17 | One toilet flush valve was leaking   |
| Commonwealth Elementary  | October 14, 2014 | Multipurpose Room            | Drinking fountain not functioning  |
| Commonwealth Elementary  | October 14, 2014 | Room 3                       | Improper use of extension cord powering microwave  |
| Commonwealth Elementary  | October 14, 2014 | Boy's restroom near Room 12  | Toilet in handicap stall not secure to the floor. Drinking fountain outside restroom, one faucet has no water.                         |
| Orangethorpe Elementary  | October 16, 2014 |                              | NONE   |
| Pacific Drive Elementary | October 16, 2014 | Office                       | Multiple pavers in walkway missing outside office  |
| Pacific Drive Elementary | October 16, 2014 | Upper Blacktop               | One drinking fountain, no water, outside room 22   |
| Valencia Park Elementary | October 16, 2014 | MPR                          | Fire extinguisher missing from cabinet in backstage area   |
| Valencia Park Elementary | October 16, 2014 | Upper Playground             | Asphalt surface has several wide cracks on basketball court near canopy  |
| Valencia Park Elementary | October 16, 2014 | Women's restroom by Room 6   | One flush valve leaks  |
| Valencia Park Elementary | October 16, 2014 | Girl's restroom by Room 22   | Two toilet flush valves leak   |
| Valencia Park Elementary | October 16, 2014 | Room 10                      | Drinking fountain outside room leaks   |

Respectfully submitted,

  
 \_\_\_\_\_  
 Nicole Savo Newfield  
 Administrator, School and Community Services

1/23/15  
 \_\_\_\_\_  
 Date





**Williams Settlement Legislation**  
**Fullerton School District**  
**Second Quarter Site Review Report**  
**Fiscal Year 2014-2015**

Prepared by the Orange County Department of Education

**FACILITIES**

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| Pacific Drive Elementary | October 16, 2014 | Office                       | Multiple pavers in walkway missing outside office  |
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Respectfully submitted,

Nicole Savo Newfield  
 Administrator, School and Community Services

1/23/15

Date



CONSENT ITEM

**DATE:** February 17, 2015  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Craig C. Bertsch, Ed.D., Assistant Superintendent, Personnel Services  
**SUBJECT:** APPROVE SERVICE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND TEACHERMATCH, LLC, EFFECTIVE FEBRUARY 18, 2015 THROUGH JUNE 30, 2016

Background: Fullerton School District implemented a paperless recruiting process two years ago via EdJoin.org. While EdJoin.org has reached a vast market of applicants for the District's teacher recruitments, its limitations lie within its inability to thoroughly screen for highly qualified applicants.

TeacherMatch was founded in 2011 by a group of educators, and has developed both the leading-edge technology and the organizational expertise to help create a more thorough and complete evaluation of teacher candidates. Their Educator's Professional Inventory (EPI) candidate screening instrument uses research-validated predictive analytics to identify high growth teacher candidates and creates a Professional Development Profile for each applicant.

Rationale: A thorough and analytical screening process will allow Fullerton School District to recruit and maintain highly qualified candidates for all teacher recruitments.

Funding: Cost of \$29,900 will be charged to General Fund.

Recommendation: Approve Service Agreement between Fullerton School District and TeacherMatch, LLC, effective February 18, 2015 through June 30, 2016.

CCB:nm  
Attachment

## SERVICE AGREEMENT

THIS SERVICE AGREEMENT (“*Agreement*”), dated as of February 18, 2015 (the “*Effective Date*”), is made and entered into by and between TEACHERMATCH, LLC, a Delaware limited liability company (“*Service Provider*”) and Fullerton School District (the “*Customer*”). Service Provider and Customer are collectively referred to as the “*Parties*” and individually as a “*Party*”.

IN CONSIDERATION of the mutual covenants and agreements set forth herein, the Parties agree as follows:

1. **Defined Terms.** Capitalized terms used in this Agreement shall have the meanings ascribed to them in Exhibit A.
2. **Educator’s Professional Inventory (EPI).**

**2.1 Description.** Educator’s Professional Inventory (“*EPI*”) is a web-based software as a service (SaaS) system (as more particularly described in Exhibit B) developed by Service Provider that reviews teacher applicants (each, a “*Teacher Candidate*”) using proprietary analytical processes based in part on Candidate Qualification Data and Candidate Portal Data. EPI will provide analysis and information on Teacher Candidates across the following four dimensions (the “*Candidate Dimensions*”): experience/qualifications; general cognitive ability; teaching skill; and attitudinal factors. Customer acknowledges and agrees that the Candidate Dimensions reflect a means of categorizing various qualifications and performance expectations the Customer has of its teachers. As part of the EPI, Customer will receive various reports and information resulting from the EPI (the “*Customer Reports*”), including, but not limited to, a report which will rank order or group Teacher Candidates for a particular position into one of a number of categories (the “*Grouping Report*”) and a report providing a summary of each Teacher Candidate's strengths and weaknesses (the “*Candidate Report*”). In accordance with the User Materials and the terms and conditions of this Agreement, the Candidate Report may be used by Customer to tailor the Teacher Candidate interview process or as a tool in developing initial professional development plans for newly hired teachers. The EPI together with the Additional Services, as further defined in Section 6 and Exhibit G shall, for the purposes of this Agreement, constitute the “*Services*.”

**2.2 License.** Service Provider grants to Customer a nonexclusive, nontransferable license, during the term of this Agreement, to allow its Teacher Candidates and Authorized Users to access and use the EPI on its behalf solely for Customer’s use and solely for the benefit of Customer. This license is subject to Customer’s and its Authorized Users’ compliance with the terms and conditions set forth in this Agreement.

**2.3 Customer Additions.** The Customer may request to include certain additional Teacher Candidate information requests in the EPI (“*Customer Requested Additions*”) as an Additional Service for the Fee set forth in Exhibit H. The Customer Requested Additions are subject to written approval in advance by Service Provider, which approval may be granted or

withheld in Service Provider's sole discretion. Any approved Customer Requested Additions (as approved, "***Customer Additions***") shall be included in the EPI and responses to Customer Additions by Teacher Candidates shall be included in the Candidate Portal Data; provided, however, in no event shall the Customer Additions affect the proprietary analytical processes performed by the EPI. The Customer Reports shall include the Candidate Portal Data derived from the Customer Additions.

**2.4 Restrictions.** Customer may only use the EPI strictly in accordance with Employment Laws, Data Privacy and Security Laws, the User Materials, and any other restrictions and requirements set forth in this Agreement. Customer acknowledges that while the EPI and the Customer Reports may be used as a factor in Customer's hiring decisions, it is not designed to be nor shall it be utilized as the substantial or sole factor in such hiring decisions, but rather, it shall be used in conjunction with other selection processes, including Teacher Candidate interviews. Furthermore, Customer acknowledges and agrees that the EPI and the Customer Reports are only designed to be used to provide information in connection with the hiring of new teachers and is not designed and shall not be used for evaluating existing Customer employees for new or vacant positions (including those teacher candidates that are seeking a transfer from one school to another within the district), for employee performance evaluations, or for any other purpose relating to existing Customer employees.

**2.5 Service Suspension.** Service Provider reserves the right at any time with 30 days prior notice to Customer to suspend access to the EPI by Customer, Teacher Candidates, or Authorized Users to the extent that Service Provider reasonably believes such party or person is accessing or using the EPI in breach of, or is otherwise not in compliance with, any of the terms or conditions of this Agreement. In no event shall Service Provider be required to monitor or supervise the use of the EPI by Customer, Teacher Candidates or Authorized Users and compliance with the terms of this Agreement by each of Customer, Teacher Candidates and Authorized Users shall at all times be and remain Customer's responsibility.

### **3. Candidate Data.**

**3.1 Provision of Candidate Data.** Customer hereby authorizes Service Provider to obtain and maintain the Candidate Data. Customer also authorizes Service Provider to obtain Teacher Performance Data, if available, from Assessment Vendors. At Customer's sole discretion, Customer may continue to submit and permit Service Provider to obtain the Teacher Performance Data through and including the date which is three (3) years after the date on which this Agreement expires or terminates, provided that Service Provider may only use such data for the review, evaluation, and improvement of the EPI. Furthermore, Customer understands that it may be asked to provide to Service Provider, in limited instances certain Candidate Qualification Data in order to minimize duplicative information requests of the Teacher Candidates through the Candidate Portal.

**3.2 Customer Data Protection and Verification.** Customer shall protect Candidate Qualification Data and Teacher Performance Data from loss by maintaining back-ups of all such

data and routinely updating such back-ups. Service Provider shall not be liable for any losses or damages resulting from the loss or corruption of any Candidate Qualification Data and Teacher Performance Data. Furthermore, Service Provider makes no representations concerning, and shall not be liable for, the accuracy, completeness, authenticity, validity, or utility of any Candidate Data supplied by Customer, Teacher Candidates or Authorized Users or any incorrect Customer Reports resulting from such inaccurate or incomplete Candidate Data. Any verification of the Candidate Qualification Data and Teacher Performance Data shall be the sole and absolute responsibility of Customer, provided, however, Customer acknowledges and agrees that Service Provider may, at Service Provider's sole discretion, independently verify for accuracy the Teacher Performance Data. Customer shall cooperate with Service Provider's efforts to independently verify the Teacher Performance Data.

**3.3 Data Privacy and Security Law Compliance.** Customer represents and affirms to Service Provider that it has a current demonstrable educational or administrative interest in all Candidate Data that Service Provider is authorized to obtain and maintain pursuant to this Agreement, including Candidate Data that will be maintained by Service Provider to permit comparative data analyses for the review, evaluation and improvement of the Services. The Services are institutional services and functions for which Customer would otherwise use its own employees, if not for this Agreement with Service Provider. In performing the Services, Service Provider shall be under the direct control of Customer in accordance with the terms of this Agreement with respect to Service Provider's use and maintenance of education records, as defined in FERPA. Customer considers Service Provider a "school official" as defined in FERPA (34 CFR 99.31(a)(1)), with a legitimate educational interest in improving instruction on behalf of Customer.

#### **4. Access to the EPI and Use of Candidate Data.**

**4.1 Access to and Use by Customer.** Customer Reports will be posted to and accessible to Customer and its Authorized Users through a Customer-specific log-in and web portal (the "**Customer Portal**"). Customer shall designate (a) the individuals that will have access to the Customer Portal (the "**Authorized Users**") and (b) of the Authorized Users, one who has been designated by the Customer's chief executive officer to have primary authority over access to the Customer Portal (the "**Super Administrator**"). The Super Administrator as of the Effective Date is identified in Exhibit D. The Customer may change the designation of the Super Administrator from time to time with notice to Service Provider. The Super Administrator will: (a) control access to the Customer Portal; (b) require the use of secure passwords controlled by the Super Administrator for access to the Customer Portal; and (c) set up, update, and manage secure passwords to ensure access to the Customer Portal only by Authorized Users. Customer will adopt and maintain appropriate security precautions to prevent the disclosure of passwords to, and use by unauthorized persons. Customer will report to Service Provider any known breaches of security and access control protocols.

**4.2 Access to and Use by Teacher Candidates.** Teacher Candidates will enter such information, as specified by Service Provider, through a teacher-specific log-in and web portal (the "**Candidate Portal**"). Customer will follow all procedures included within the User Manual with respect to the Candidate Portal, including the use of the Disclaimer (prepared and provided

by Service Provider), with which all Teacher Candidates must acknowledge agreement prior to entering the Candidate Portal. The Super Administrator will have primary authority and responsibility over access to the Candidate Portal. The Candidate Portal will only be accessible to Teacher Candidates through a secure web portal that requires the use of secure Passwords controlled by the Super Administrator. Customer will adopt and maintain appropriate security precautions to prevent disclosure of Candidate Portal passwords to and use by, any unauthorized person, and appropriate expiration of the access following completion of the application process by the Teacher Candidate. Customer will not identify Service Provider, except with Service Provider's prior written approval. Furthermore, through the Candidate Portal, the Teacher Candidate will be given the option of either (i) agreeing to allow Service Provider to share its respective Candidate Data with other school districts or potential employers ("**Authorized Teacher Candidates**") or (ii) electing not to share its respective Candidate Data with other school districts or potential employers. The terms and conditions regarding the sharing of Candidate Data with other school districts are further described in Section 4.3(b).

#### 4.3 Access to and Use by Service Provider.

(a) Customer authorizes Service Provider to use the Candidate Data, including aggregating such Candidate Data with other data and information, for purposes of performing, evaluating, improving or enhancing the Services. Service Provider will restrict access to Candidate Data to only those Service Provider staff or subcontractors required to access the Candidate Data in order to perform the services set forth in this Agreement and evaluate, improve or enhance the Services (the "**Service Provider Agents**"). Service Provider Agents include, without limitation, any subcontractors engaged by Service Provider to host or obtain Candidate Data pursuant to the terms and conditions of this Agreement, as such subcontractors are identified in Exhibit E, which includes a statement as to each named subcontractor's legitimate interest in hosting, obtaining or accessing Candidate Data pursuant to the terms and conditions of this Agreement and in accordance with FERPA (34 CFR 99.32(b)(1)). Exhibit E may be amended from time to time by Service Provider, with notice to Customer. Service Provider will instruct all Service Provider Agents on the use and confidentiality restrictions set forth in this Agreement, and shall require all Service Provider Agents to comply with applicable provisions of the Data Privacy and Security Laws. Service Provider will not disclose Candidate Data to anyone other than Service Provider Agents except, upon the prior written consent of Customer, to a party authorized to receive the Candidate Data in accordance with Data Privacy and Security Laws.

(b) Customer understands and agrees that Service Provider may share Candidate Qualification Data and Candidate Portal Data relating solely to the Authorized Teacher Candidates ("**Authorized Candidate Data**") with other school districts or other potential employers, provided, however, such Authorized Candidate Data shall not be shared with other school districts or other potential employers until the earlier to occur of: (i) a decision not to hire the Authorized Teacher Candidate or (ii) 30 days after the applicable Authorized Teacher Candidate completes the application process through the Candidate Portal if and only if the Teacher Candidate initiated their first account with Service Provider through the link provided by Customer.

## 5. Support Services; Service Levels.

**5.1 Support Services.** Service Provider will use commercially reasonable efforts to provide the Support Services to Customer as more specifically set forth in Exhibit F attached hereto.

**5.2 EPI Availability.** Customer understands and agrees that the EPI may be inaccessible by Customer during periods of routine scheduled maintenance, the resolution of Errors (as defined in Exhibit F) and unavailability caused by Events of Force Majeure (as defined in Section 13.4), including, without limitation, computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Service Provider's possession or reasonable control. In the event of a service interruption, Service Provider shall use diligent and commercially reasonable efforts to repair and restore the EPI, provided that no such failure or interruption of the EPI shall entitle Customer to terminate this Agreement or abate any such fees due and owing to Service Provider under this Agreement, except as further provided in Section 12.2.

**6. Additional Services.** Service Provider agrees to provide and Customer agrees to pay for, as part of the Fee, the additional services as set forth on Exhibit G and any such other services as may be agreed upon by Customer and Service Provider during the term of this Agreement (the "**Additional Services**"). Customer may deliver a written services request to Service Provider for any additional services not included on Exhibit G, and Service Provider shall provide Customer with the applicable fees for such additional services within fifteen (15) days of receipt of Customer's request. Service Provider will have no obligation to provide such additional services prior to Customer's and Service Provider's written agreement on the additional services to be provided and the fees associated therewith.

**7. Fees and Payment.** As compensation for the Services, Customer shall pay to Service Provider (i) the fees for the EPI; and (ii) any additional fees agreed to by the Parties for the Additional Services (collectively, the "**Fee**"), as set forth in Exhibit H. Service Provider shall submit invoices for the Fee, pursuant to the Fee payment schedule set forth in Exhibit H to Customer at the address for notice provided in Section 13.6 of this Agreement. Payment will be due within thirty (30) days of the date Customer received the invoice. The Fee or any other amounts payable by Customer to Service Provider under the terms of this Agreement not received within ten (10) days after the due date (the "**Delinquency Date**") thereof shall automatically (and without notice) incur a one time late charge of five percent (5%) of the delinquent amount. Further, in addition to any rights provided to Service Provider in the event of material breach by Customer of any of the terms and conditions of this Agreement set forth in Section 9.2, any Fee or other charges payable by Customer to Service Provider and not paid prior to the Delinquency Date shall bear interest from the Delinquency Date at the "**Delinquency Interest Rate**" of fifteen percent (15%) per annum. Notwithstanding the above, if the Delinquency Interest Rate exceeds the maximum interest rate allowed by law, the Delinquency Interest Rate shall be reduced to the highest rate allowed by law.

## 8. Customer Responsibilities.

**8.1 Authorized Users.** Customer will: (a) remain responsible for all obligations under this Agreement arising in connection with its Authorized Users' use of the Service and Customer Portal, including, without limitation, compliance with Data Privacy and Security Laws (including applicable state laws governing the privacy and security of Personally Identifiable Information); (b) remain responsible for all obligations under this Agreement arising in connection with the Teacher Candidates' use of the Candidate Portal, including, without limitation, compliance with Employment Laws; and (c) be liable for any act or omission by any of its Authorized Users or Teacher Candidates, which if performed or omitted by Customer, would be a breach of this Agreement; and any such act or omission of any Authorized User will be deemed to be a breach of this Agreement by Customer.

**8.2 Customer Systems Integration.** Customer acknowledges that use of the EPI may be enhanced through integration of the EPI, Customer Portal and Candidate Portal with Customer's existing information technology systems ("*Customer Systems Integration*"). Customer will be solely responsible (a) for all activities, costs and expenses associated with Customer Systems Integration, in consultation with Service Provider in the set-up, integration and activation of the EPI, Customer Portal and Candidate Portal for Customer; and (b) to provide and maintain, in good and working order at all times, its own Internet access and all necessary communications equipment, software and other materials necessary for Authorized Users to access and use the EPI and Customer Portal and for the Teacher Candidates to access and use the Candidate Portal. If, as a result of a Customer Systems Integration, sign-on to the Candidate Portal or Customer Portal is through a system other than EPI, then the Customer shall ensure that access to and the security of such system meets the requirements of Sections 4.1 and 4.2 of this Agreement. At Customer's election and as an Additional Service for the additional fee set forth in Exhibit H, Service Provider will be responsible for completing the Customer Systems Integration in cooperation with Customer. Customer is responsible for the security of the computer systems of Customer and its Authorized Users and the security of the access to and connection with the EPI by Customer, its Authorized Users and the Teacher Candidates.

**8.3 Authorization; Noninfringement; Transmission of Candidate Data.**

(a) Customer is responsible for obtaining all authorizations, consents, releases, and permissions necessary or desirable to store the Candidate Data in the EPI, to use the EPI to process and store Candidate Data and to receive the Customer Reports and any other Services to be provided by Service Provider under this Agreement.

(b) Customer and its Authorized Users will not submit any Candidate Data or use the services provided under this Agreement in any way that infringes, misappropriates, or violates any trademark, copyright, patent, trade secret, publicity, privacy or other right of any third party or violates any applicable local, state or federal laws, statutes, ordinances, rules or regulations, including without limitation Data Privacy and Security Laws (including applicable state laws governing the privacy and security of Personally Identifiable Information), or any judicial or administrative orders.

(c) When transmitting Candidate Data and receiving the Customer Reports, Customer and its Authorized Users shall use transmission methods that conform to Service Provider's specifications and requirements as described in this Agreement and User Materials. Customer shall be responsible for acquiring at its own expense all equipment needed for such transmission, and shall bear all costs associated with the method of transmission used.

**8.4 No Interference with Service Operations.** Customer will not take any action, and will prohibit its Authorized Users from taking any action, that: (a) interferes or attempts to interfere with the proper working of the EPI or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of the EPI; or (b) circumvents, disables, or interferes or attempts to circumvent, disable, or interfere with security-related features of the EPI or features that prevent or restrict use, access to, or copying of any Candidate Data or Service Provider Data, or enforce limitations on use of the EPI, Candidate Data, or Service Provider Data. Further, Customer will take reasonable actions and precautions to prevent the introduction and proliferation of Malicious Code into the Service Provider's environment and the EPI.

**8.5 Customer Hiring Practices.** Customer shall be solely responsible for ensuring that its use of the Services, Candidate Data and any Customer Reports and the hiring of individuals based in part on the Services, Candidate Data and any Customer Reports complies with all applicable Employment Laws. Customer shall be responsible for ensuring that each Teacher Candidate who participates in the EPI and provides requested data, answers or information, does so voluntarily and of their own free will, and that each Teacher Candidate understands and agrees that any information or assessment may be used or disclosed by Customer or a contractor of Customer to evaluate the individual for a teaching position or to evaluate, improve or enhance the Customer's hiring and employment practices. Customer agrees to promptly notify Service Provider of its hiring decision with respect to each Teacher Candidate. Customer shall defend and hold harmless Service Provider from and against any claim asserted by a Teacher Candidate or other third party based on Customer's screening and hiring practices, compliance with Employment Laws, or misuse of the Services.

**8.6 Participation in Research, Frequent Access to Users, and Providing Referrals to Other Potential Pioneer Districts.** Customer is interested in research. As such, Customer agrees to enter into an authentic partnership with Service Provider. This partnership includes allowing the Service Provider to conduct research with existing teachers and district personnel to improve the EPI and to potentially create new tools for other roles. It also includes providing student data tied to the teachers who participate. Customer agrees to encourage existing personnel to participate. This encouragement is provided by district leaders, principals, district partners and others who have access to personnel and access to email lists and other forms of contact information will be provided. This research not only improves the tool overall, but further customizes the tool to the local context. Additionally, Customer agrees to allow Service Provider to reach out to and focus group with users to improve usability.

## **9. Term and Termination.**



**9.1 Term.** This Agreement will be effective for an initial term commencing on the Effective Date and expiring on the one-year anniversary of the Effective Date (“**Initial Term**”). Customer may terminate contract with 60 days written notice to TeacherMatch . Customer will be responsible for pro rata payments of utilized services.

**9.2 Termination.**

(a) Each Party shall have the right to terminate this Agreement upon thirty (30) days’ prior written notice if the other Party is in material breach of this Agreement and the breaching Party fails to remedy such breach within the applicable notice period. Further, if Customer is in material breach of this Agreement beyond the applicable notice and cure period, Service Provider, in addition to its termination right, shall have the right to suspend Customer’s access to and use of the Services, including without limitation, the right to withhold the Customer Reports, without additional notice to Customer, until such breach is cured.

(b) Notwithstanding Section 9.2(a), either Party may terminate this Agreement immediately upon written notice to the other Party if such other Party violates the scope or any restriction on its license under Section 2.2 above or its obligations hereunder with respect to Confidential Information or otherwise uses the Services in violation of this Agreement or the Data Privacy and Security Laws.

**9.3 Effect of Termination; Destruction of Information.**

(a) Upon termination for any reason, all licenses granted hereunder to Customer will automatically terminate, and Service Provider will immediately disable and discontinue Customer’s access to and use of the Services without additional notice to Customer.

(b) The provisions of 3.2, 7, 8.1, 8.3, 8.4, 8.5, 8.6, 9.3, 10, 11, 12 and 13.5 through 13.14 of this Agreement (together with any other provisions of this Agreement that by their sense and context are intended to survive termination) will survive any expiration or termination of this Agreement.

**10. Proprietary Rights.**

**10.1 Candidate Data.** Customer grants to Service Provider a non-exclusive, perpetual license to use the Candidate Data for the purposes set forth in this Agreement, including, without limitation, in order to permit comparative data analyses for the review, evaluation and improvement of the Services. Subject to the foregoing, Customer will retain all ownership and other rights that it may have in the Candidate Data.

**10.2 Feedback.** To the extent that Service Provider receives from Customer or any of its Authorized Users any suggestions, ideas, improvements, modifications, feedback, error identifications or other information related to the Services (“**Feedback**”), Service Provider may use, disclose and exploit such Feedback without restriction, including to improve the Services and to develop, market, offer, sell and provide other products and services.

**10.3 EPI.** Service Provider represents and warrants that it has full right, title and interest in and to the EPI and that it has the requisite power and authority to grant the license to Customer on the terms and conditions set forth in this Agreement. Nothing in this Agreement shall be deemed to grant to Customer any rights in the EPI or any of Service Provider's intellectual property or proprietary rights, other than the limited license set forth in Section 2.2. To the fullest extent permitted by law, Service Provider shall indemnify, defend and hold Customer, its officers, agents, employees, affiliates, subsidiaries, assigns and successors in interest harmless from and against any claims, liabilities, losses, suits, and damages asserted by any third party that the EPI infringes or misappropriates any patent, copyright, trade secret or trademark of a third party.

## **11. Confidential Information.**

**11.1 Release Under Public Disclosure Laws.** The Parties understand that while portions of this Agreement, its attachments, and the Customer Reports may be public documents and may be subject to disclosure under applicable state disclosure laws, other portions may be exempt from disclosure due to their proprietary and/or confidential nature. In the event the Customer receives a request to disclose all or any portion of this Agreement, the Customer Reports, or any other documents relating to the Services under applicable state disclosure laws, Customer will immediately notify Service Provider of such request and allow Service Provider to redact all proprietary and/or confidential information from the requested documents prior to disclosure. To the extent allowed by law, the Customer will only release the redacted version of such documents and the Service Provider will defend, at its own costs, any challenges to such redactions.

**11.2 Obligations.** The Parties acknowledge that the Services require disclosure by each Party ("**Disclosing Party**") to the other Party ("**Receiving Party**") of certain of the Disclosing Party's Confidential Information. With respect to Confidential Information of the Disclosing Party that is disclosed to the Receiving Party, the Receiving Party shall, subject to the exceptions stated herein:

(a) maintain and protect the confidentiality of the information with the same degree of care and measures to avoid unauthorized disclosure or access as the Receiving Party uses with its own Confidential Information, but in no event less than a reasonable standard of care;

(b) use the information solely to carry out the purposes for which the information was disclosed; and

(c) limit access to the information to: (i) employees of the Receiving Party, or of its subsidiaries or affiliates, who have a need to know to facilitate, monitor or review the delivery, receipt or performance of the Services; (ii) employees of the Receiving Party's contractors, suppliers or licensors who have a need to know the information solely for the purpose of facilitating the performance, delivery or use of the Services; and (iii) the Receiving Party's external attorneys and auditors. The Receiving Party shall remain responsible to the Disclosing Party for acts or omissions of such individuals that if committed by the Receiving Party would constitute a violation of the Receiving Party's confidentiality obligations hereunder. Notwithstanding the foregoing, nothing herein

shall be construed to authorize the disclosure of Personally Identifiable Information if such disclosure will violate any Data Privacy and Security Laws, or any other federal or state law or regulation.

**11.3 Exceptions.** The Receiving Party shall not be in violation of this Agreement for:

(a) disclosing Confidential Information of the Disclosing Party that (i) is or becomes publicly available other than as a result of a breach of this Agreement, (ii) is disclosed to the Receiving Party by a third party not subject to any obligation of confidentiality, (iii) was already known by the Receiving Party prior to the date of this Agreement (unless disclosed in connection with negotiations and discussions related to this Agreement or associated transactions), or (iv) was independently developed by the Receiving Party without reference to Confidential Information received from the Disclosing Party; or

(b) subject to provisions of Section 11.1 above, disclosing Confidential Information of the Disclosing Party when required to do so by (i) the Receiving Party's federal or state regulatory agencies, or (ii) a federal or state law or regulation, or a subpoena or court order or agency action that requires disclosure, provided, however, that, if disclosure of Confidential Information is required by any of the foregoing, the Receiving Party shall, unless prohibited by law, regulation or court or agency order, promptly notify the Disclosing Party and, at the Disclosing Party's request and expense, cooperate with the Disclosing Party's efforts, if any, to prevent or limit the disclosure.

**11.4 Remedies and Responsibilities.** The Receiving Party acknowledges that the Disclosing Party has the right to take all reasonable steps to protect the Disclosing Party's Confidential Information, including without limitation, seeking injunctive relief and/or any other remedies that may be available at law or in equity, all of which remedies shall be cumulative and in addition to any rights and remedies available by contract, law, rule, regulation or order. Any requirements for a bond in connection with any such injunctive or other equitable relief are hereby waived by both Parties.

**12. Warranty; Limitations; Disclaimer.**

**12.1 Limited Warranty.** Service Provider warrants that the EPI will perform substantially as described in this Agreement and User Materials, provided that no such limited warranty shall apply in the event Customer makes any additions or alterations to the EPI. Service Provider does not warrant or represent that by using the EPI, Customer will be in compliance with Data Privacy and Security Laws, Employment Laws, or any other federal, state or local law or regulation. Customer's sole and exclusive remedy for breach of warranty shall be for Service Provider to either re-perform the Services or provide Support Services in accordance with Section 5.1. Service Provider does not warrant that its electronic files containing Candidate Data are not susceptible to intrusion, attack, or computer virus infection, but given the confidential nature of much of this Candidate Data, Service Provider will implement reasonable and appropriate measures for the EPI (as determined by Service Provider and consistent with the

Data Privacy and Security Laws) designed to reasonably secure Candidate Data against accidental or unlawful loss, access or disclosure.

**12.2 Service Limitations.** The EPI may be temporarily unavailable from time to time due to Scheduled Maintenance, telecommunications interruptions, or other causes as more fully described in Section 5.2 above. Service Provider will not be responsible for any damages that Customer may suffer arising out of use, or inability to use, the EPI. Service Provider will not be liable for unauthorized access to or alteration, theft or destruction of Candidate Data through accident, fraudulent means or devices, or any other method unless and to the extent attributable to the wrongful actions of Service Provider.

**12.3 Disclaimer of Warranties.** EXCEPT AS SET FORTH IN SECTION 12.1, SERVICE PROVIDER MAKES NO WARRANTIES RELATED TO THE SERVICES PROVIDED BY SERVICE PROVIDER HEREUNDER, AND HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR THE SELECTION OF THE SERVICES TO ACHIEVE CUSTOMER'S INTENDED RESULTS, FOR ITS USE OF THE RESULTS OBTAINED FROM THE SERVICES AND FOR ITS COMPLIANCE WITH DATA PRIVACY AND SECURITY LAWS AND EMPLOYMENT LAWS. SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES MEET CUSTOMER'S REQUIREMENTS OR WILL BE UNINTERRUPTED OR ERROR FREE.

**12.4 Limitations of Liability.** IN NO EVENT WILL SERVICE PROVIDER (INCLUDING ITS SUBSIDIARIES, ITS MEMBERS AND SUBSIDIARIES OF ITS MEMBERS, ITS SERVICE PROVIDERS AND LICENSORS, AND THE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS THEREOF) BE LIABLE FOR ANY CONSEQUENTIAL, COMPENSATORY, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY SERVICES PROVIDED BY SERVICE PROVIDER HEREUNDER ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES, CUSTOMER DATA OR ANY CUSTOMER REPORT, EVEN IF SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF AVAILABLE REMEDIES ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THE TOTAL LIABILITY, IF ANY, OF SERVICE PROVIDER (INCLUDING ITS SUBSIDIARIES, ITS MEMBERS AND SUBSIDIARIES OF ITS MEMBERS, ITS SERVICE PROVIDERS AND LICENSORS, AND THE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS THEREOF) IN THE AGGREGATE OVER THE TERM OF THIS AGREEMENT FOR ALL CLAIMS, CAUSES OF ACTION OR LIABILITY WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE ARISING UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT AND/OR THE SERVICES PROVIDED HEREUNDER (COLLECTIVELY, "CLAIMS"), SHALL BE LIMITED TO THE LESSER OF: (a) CUSTOMER'S DIRECT DAMAGES, ACTUALLY INCURRED; OR (b) THE FEE ACTUALLY RECEIVED BY SERVICE PROVIDER DURING THE TWELVE-MONTH PERIOD IMMEDIATELY

**PRECEDING THE CLAIM; PROVIDED, HOWEVER, SUCH LIMITATION WILL NOT APPLY TO INDEMNIFICATION FOR INTELLECTUAL PROPERTY INFRINGEMENT PURSUANT TO SECTION 10.3 OR WILLFUL MISCONDUCT BY SERVICE PROVIDER. NOTWITHSTANDING THE FOREGOING, SERVICE PROVIDER'S SOLE OBLIGATION IN THE EVENT OF AN ERROR BY SERVICE PROVIDER IN THE PERFORMANCE OF ANY SERVICES UNDER THIS AGREEMENT SHALL BE LIMITED TO REPERFORMING THE SERVICES OR PROVIDING SUPPORT SERVICES. SERVICE PROVIDER (INCLUDING ITS SUBSIDIARIES, ITS MEMBERS AND SUBSIDIARIES OF ITS MEMBERS, ITS SERVICE PROVIDERS AND LICENSORS, AND THE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS THEREOF) SHALL HAVE NO LIABILITY, EXPRESS OR IMPLIED, WHETHER ARISING UNDER CONTRACT, TORT OR OTHERWISE, FOR ANY CLAIM OR DEMAND: (i) RESULTING DIRECTLY OR INDIRECTLY FROM CUSTOMER'S INTERNAL OPERATIONS, EQUIPMENT, SYSTEMS OR SOFTWARE OWNED OR LICENSED BY CUSTOMER; OR (ii) BY THIRD PARTIES, EVEN IF SERVICE PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS, EXCEPT AS EXPRESSLY PROVIDED OTHERWISE HEREIN.**

**13. General.**

**13.1 Assignment, Successors.** Except in the event of a Permitted Transfer, Service Provider may not assign this Agreement, in whole or in part, to a third party. Notwithstanding anything to the contrary in this Section, Service Provider may assign its interest in this Agreement to (a) an affiliate (i.e., a corporation 50% or more of whose capital stock is owned by the same stockholders owning 50% or more of Service Provider's capital stock), a parent or subsidiary entity of Service Provider, or (b) to an entity to which Service Provider sells or assigns all or substantially all of its assets, stock, rights under its agreements with school district customers, or with which Service Provider may be consolidated or merged (each a "***Permitted Transfer***"). In the event of a Permitted Transfer, such transferee or new entity will expressly assume the Service Provider's rights and obligations under this Agreement as of the date of the transfer. No right or license under this Agreement may be assigned or transferred by Customer, nor may any duty be delegated by Customer without Service Provider's prior written consent. Any assignment, transfer or delegation in contradiction of this provision will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the successors and assigns of Customer and Service Provider.

**13.2 Records Audit.** Service Provider shall establish and maintain records pertaining to Customer's use of the Services including, without limitation, security and access logs. Customer shall have the right, at Customer's expense, to audit, review and copy such records upon reasonable notice to Service Provider and at reasonable times.

**13.3 Subcontracting.** Subject to the requirements of Section 4.3 of this Agreement, Service Provider may freely subcontract its duties and obligations under this Agreement. In the event that Service Provider subcontracts any of its duties and obligations, Service Provider agrees that: (i) the third party contractor shall execute an agreement regarding confidentiality

consistent with the terms of this Agreement to the extent that such third party contractor has access to Confidential Information of Customer and an agreement relating to any other obligations of such contractor as required to comply with this Agreement and Data Privacy and Security Laws, and (ii) any such permitted subcontracting shall not release Service Provider from any of its obligations under this Agreement.

**13.4 Force Majeure.** Notwithstanding any other provision of this Agreement, Service Provider shall not be deemed in default or breach of this Agreement or liable for any loss or damages or for any delay or failure in performance due to circumstances beyond Service Provider's reasonable control, including, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor unrest or problems, computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Service Provider's possession or reasonable control (collectively, "*Events of Force Majeure*").

**13.5 Governing Law.** The validity, construction, and interpretation of this Agreement and the rights and duties of the Parties hereto shall be governed by the internal laws of the State of California, excluding its principles of conflicts of laws.

**13.6 Notice.** Any notice or communication required or permitted to be given under this Agreement will be in writing and will be delivered (i), personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("e-mail"). Facsimile notices will be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices will be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each Party will have the right to change the address or the addressee, or both, for all future notices and communications to such Party, but no notice of a change of addressee or address will be effective until actually received. All notices will be addressed as follows:

|                        |   |
|------------------------|---|
| If to Service Provider | Teacher Match, LLC<br>4611 N. Ravenswood, Unit 207<br>Chicago, IL 60640<br>Attn: Donald J. Fraynd, PhD, Chief Executive Officer |
|------------------------|---|

|                 |  |
|-----------------|--|
| With a copy to: | Holland & Knight LLP<br>131 S. Dearborn St., 30th Floor<br>Chicago, Illinois 60603 |
|-----------------|--|

Attn: Jonathan Furr

If to Customer:

Fullerton School District  
1401 W. Valencia Drive  
Fullerton, CA 92833  
Attn: Personnel Services

**13.7 Independent Contractor.** Service Provider is acting as an independent contractor in its capacity under this Agreement. Nothing contained in this Agreement or in the relationship of the Customer and Service Provider shall be deemed to constitute a partnership, joint venture, or any other relationship between the Customer and Service Provider except as is limited by the terms of this Agreement.

**13.8 Entire Agreement; Amendments.** This Agreement, together with the attachments hereto, constitutes the entire agreement between Service Provider and Customer with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants, or undertakings other than those expressly set forth herein and therein. This Agreement supersedes all prior negotiations, agreements, and undertakings between the Parties with respect to such matter. This Agreement, including the exhibits hereto, may be amended only by an instrument in writing executed by the Parties or their permitted assignees.

**13.9 Construction of Agreement; Headings.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party hereto by any court or arbitrator by reason of such Party having or being deemed to have structured or drafted such provision. The headings in this Agreement are for reference purposes only and shall not be deemed to have any substantive effect.

**13.10 Severability.** If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement will remain in full force and effect.

**13.11 Publicity.** Neither Party will issue any press releases, media statements, press or media interview, or presentations about this Agreement without the prior written consent of the other Party, provided that either Party may publicly acknowledge that Customer is a customer of Service Provider with respect to the Services.

**13.12 No Third Party Beneficiaries.** Except as expressly provided herein, this Agreement is entered into solely between, and may be enforced only by, Customer and Service Provider. This Agreement will not be deemed to create any rights or causes of action in or on behalf of any third parties, including employees, students, suppliers and customers of a Party, or to create any obligation of a Party to any such third parties.

**13.13 Waiver.** The failure of either Party at any time to require performance by the other Party of any provision of this Agreement shall not affect in any way the full right to require the performance at any subsequent time. The waiver by either Party of a breach of any provision of

this Agreement shall not be taken or held to be a waiver of the provision itself. Any course of performance shall not be deemed to amend or limit any provision of this Agreement.

**13.14 Attorneys' Fees.** In any proceedings between the Parties to enforce this Agreement, the prevailing Party shall be entitled to recover from the other Party such costs and reasonable attorneys' fees as may have been incurred, including any and all costs incurred in enforcing, perfecting and executing such judgment, and costs incurred in mediation, arbitration and on appeal.

**13.15 Exhibits.** The following exhibits attached hereto are hereby incorporated into this Agreement by this reference and expressly made a part of this Agreement:

|                  |                                 |
|------------------|---------------------------------|
| <b>Exhibit A</b> | Defined Terms                   |
| <b>Exhibit B</b> | EPI Description                 |
| <b>Exhibit C</b> | Candidate Data                  |
| <b>Exhibit D</b> | Super Administrator Designation |
| <b>Exhibit E</b> | Service Provider Subcontractors |
| <b>Exhibit F</b> | Support Services                |
| <b>Exhibit G</b> | Additional Services             |
| <b>Exhibit H</b> | EPI Fee Structure               |

**13.16 Counterparts; Signatures.** This Agreement may be signed in counterparts with the same effect as if the signatures were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement. For purposes of this Agreement, a facsimile copy or a scanned printable document format (pdf) of a Party's signature shall be sufficient to bind such Party.

*[Signature Page Follows]*



IN WITNESS WHEREOF, Service Provider and Customer hereby agree to all terms of this Agreement effective as of the Effective Date.

**Service Provider:**

**Teacher Match, LLC**

**By:**

**Name:** Donald Fraynd PhD

**Title:** CEO

**Date:**

**Customer:**

**Fullerton School District**

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

**Name:** Robert Pletka, Ed.D.

**Title:** Superintendent

**Date:** 02-18-2015

**EXHIBIT A**  
**Defined Terms**

“**Additional Services**” is defined in Section 6 of this Agreement.

“**Agreement**” is defined in the first paragraph of this Agreement.

“**Assessment Vendor(s)**” means any entity(ies) which performs student assessment services for the Customer.

“**Authorized Candidate Data**” is defined in Section 4.3 of this Agreement.

“**Authorized Teacher Candidate(s)**” is defined in Section 4.2 of this Agreement.

“**Authorized Users**” is defined in Section 4.1 of this Agreement.

“**Candidate Data**” means all information, records, files, and data relating to the Teacher Candidates, including, without limitation, Candidate Qualification Data, Candidate Portal Data, and Teacher Performance Data.

“**Candidate Dimensions**” is defined in Section 2.1 of this Agreement.

“**Candidate Portal**” is defined in Section 4.2 of this Agreement.

“**Candidate Portal Data**” means data gathered through the Candidate Portal directly from the Teacher Candidates, which may include some Candidate Qualification Data and may include responses relating to Customer Additions.

“**Candidate Qualification Data**” means data relating to Teacher Candidates qualifications, such as work history, education and other information typically gathered during an application process.

“**Candidate Report**” is defined in Section 2.1 of this Agreement.

“**Confidential Information**” means: (i) Personally Identifiable Information contained in Candidate Data; (ii) Service Provider's Teacher Candidate assessment processes and items; (iii) the Customer Reports; (iv) Service Provider's software and software specifications; (v) detailed descriptions of the EPI and any analytical processes associated therewith; and (vi) any other documentation or information which is marked as "proprietary" or "confidential," or supplied with a contemporaneous oral or written confidential designation, or know by the Customer to be confidential or proprietary information of the Service Provider.

“**Customer**” is defined in the first paragraph of this Agreement.

“**Customer Additions**” is defined in Section 2.3 of this Agreement.

**“Customer Portal”** is defined in Section 4.1 of this Agreement.

**“Customer Reports”** is defined in Section 2.1 of this Agreement.

**“Customer Requested Additions”** is defined in Section 2.3 of this Agreement.

**“Customer Systems Integration”** is defined in Section 8.2 of this Agreement.

**“Data Privacy and Security Laws”** means all applicable federal or state laws, statutes, or regulations by any United States federal or state government entity governing the privacy and security of Personally Identifiable Information, social security numbers, and security breach notification relating to Personally Identifiable Information (including, without limitation, FERPA).

**“Delinquency Date”** is defined in Section 7 of this Agreement.

**“Delinquency Interest Rate”** is defined in Section 7 of this Agreement.

**“Disclaimer”** means the statement prepared and provided by Service Provider to Customer to be incorporated into the Candidate Portal, with which all Teacher Candidates must acknowledge agreement prior to entering the Candidate Portal, which Service Provider may periodically revise.

**“Disclosing Party”** is defined in Section 11.2 of this Agreement.

**“Effective Date”** is defined in the first paragraph of this Agreement.

**“Employment Laws”** means all applicable federal, state, and local laws, statutes, ordinances, regulations, rules, executive orders, or other decree of or by any government entity, or any authority, department or agency thereof governing wages, hours, working terms and conditions, equal employment and affirmative action, discrimination in hiring and employment, unionization and collective bargaining.

**“EPI”** means the software as a service (SaaS) system as more fully described in Section 2.1 and Exhibit B to this Agreement.

**“Errors”** is defined in Exhibit F of this Agreement.

**“Events of Force Majeure”** is defined in Section 13.4 of this Agreement.

**“Fee”** is defined in Section 7 and Exhibit H of this Agreement.

**“Feedback”** is defined in Section 10.2 of this Agreement.

**“FERPA”** means the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, and the regulations promulgated thereunder.

**“Grouping Report”** is defined in Section 2.1 of this Agreement.

**“Initial Term”** is defined in Section 9.1 of this Agreement.

**“Malicious Code”** means (a) any code, program, or sub-program whose known or intended purpose is to damage or interfere with the operation of the computer system containing the code, program or sub-program, or to halt, disable or interfere with the operation of the EPI or related software, code, program, or sub-program, itself, or (b) any device, method, or token, of which one of its intended purposes is to permit a person to circumvent the normal security of the EPI or the system containing the code.

**“Parties”** means Customer and Service Provider. **“Party”** means either Customer or Service Provider.

**“Permitted Transfer”** is defined in Section 13.1 of this Agreement.

**“Personally Identifiable Information”** means any information defined as personally identifiable information under FERPA.

**“Receiving Party”** is defined in Section 11.2 of this Agreement.

**“Service Provider”** is defined in the first paragraph of this Agreement.

**“Service Provider Agents”** is defined in Section 4.3 of this Agreement.

**“Service Provider Data”** means all information, records, files, and data created, generated, or collected by Service Provider outside the performance of its Services under this Agreement and not in breach of this Agreement. Service Provider Data does not include Candidate Data.

**“Service Provider Materials”** means all Service Provider Confidential Information, specifications, manuals, tapes, programs, documentation, reports, report formats, systems and software (including without limitation, relating to the Services) and other tangible or intangible material of any nature whatsoever used, developed or produced by Service Provider in connection with the Services and this Agreement.

**“Services”** is defined in Section 2.1 of this Agreement.

**“Super Administrator”** is defined in Section 4.1 of this Agreement.

**“Support Services”** means those technical support and maintenance services provided by Service Provider to Customer under this Agreement and as set forth in Exhibit F.

**“Teacher Candidate”** is defined in Section 2.1 of the Agreement.

**“Teacher Performance Data”** means data relating to Teacher Candidates’ performance following a positive hiring decision, including data gathered from the Customer (as more particularly described in Exhibit C) and data gathered directly from any Assessment Vendor.

**“User Materials”** means any on-line help files, written technical instructions, or other written instruction manuals regarding the use of the EPI provided by Service Provider, as may be amended and updated from time to time.

**EXHIBIT B**  
**EPI Description**

The Educator's Professional Inventory (EPI) is an assessment that measures the likelihood that a teacher candidate will meet with success if hired. This game-changing tool is built on cutting-edge technology and the most influential, nationally recognized research on education. After teachers submit their applications and résumés, they take the EPI, which uses predictive analytics to evaluate the qualities common to high performing teachers. The EPI significantly narrows the field, ensuring that your time is spent interviewing statistically high-potential candidates rather than sorting through résumés. Once a teacher is hired, our technology platform creates a personalized development plan, setting your new hire up for success.

**EXHIBIT C**  
**Candidate Data**

**EXHIBIT D**  
**Super Administrator Designation**

**EXHIBIT E**  
**Service Provider Subcontractors**

Service Provider may sub-contract with qualified individuals, institutions, and companies at its discretion and agrees to ensure proper contractual protections that comply with industry standard protections and laws stipulated above. The following sub-contractors are currently under contract with Service Provider. More can be added or deleted at Service Provider's discretion:

- University of Wisconsin – Madison Value-Added Research Center
- Education Analytics
- University of Chicago
- Dr. John Kercher, University of Utah
- Dr. Dan Woltz, University of Utah
- PsychoAnalytx
- Northwest Evaluation Association



## **EXHIBIT F**

### **Support Services**

**Support Requests.** Service Provider will provide support during its normal business hours in response to telephone and email queries from Customer as described in this Exhibit.

Email Support: [clientservices@teachermatch.net](mailto:clientservices@teachermatch.net)

Phone Support: 888-312-7231

**Error Resolution.** If Customer identifies an Error, Customer will report the Error to Service Provider in accordance with Service Provider's support procedures. Customer will provide all information reasonably requested by Service Provider and will give Service Provider assistance and cooperation to enable Service Provider to properly perform the activities included in this Attachment. An "**Error**" is an event where the EPI does not perform substantially as described in this Agreement or the User Materials.

Service Provider will assign a category and work to resolve reported Errors as follows:

Severity 1: An Error that causes an emergency condition preventing access to or use of the EPI for its overall intended purposes. Service Provider will give first priority to resolving Severity 1 Errors. If Service Provider provides a workaround for a Severity 1 Error, it will be downgraded to a Severity 2 or 3 Error.

Severity 2: An Error that prevents the use of one or more functions of the EPI, but does not prevent Customer from accessing or using the EPI for its overall intended purposes. Severity 2 Errors will have priority for resolution over Severity 3 Errors.

Severity 3: An Error that does not significantly affect Customer's use of the EPI.

**System Administrator.** Customer will provide Service Provider a designated system administrator / support contact with all relevant contact information to respond to questions from Service Provider regarding the Teacher Match Service and Service Provider's provision of Services.

**Support Exceptions.** Service Provider will not be responsible or liable with respect to any problems or issues arising from (i) unauthorized or improper use of the EPI; (ii) modification, alteration or configuration of the EPI by or for Customer that has not been authorized in writing by Service Provider; (iii) hardware, software, technology or intellectual property which has not been provided by Service Provider pursuant to this Agreement; (iv) communications facilities; (v) any breach of this Agreement by Customer, or any act or omission of any Authorized User which, if performed or omitted by Customer would be a material breach of this Agreement; and/or (vi) any act or omission of Customer or any Authorized User that prevents, delays, disturbs or interferes with Service Provider's performance of its obligations hereunder.

**EXHIBIT G**  
**Additional Services**

**I. Additional Services to be provided:**

**EXHIBIT H**  
**TeacherMatch Fee Structure**

Payments will be invoiced and are due according to the schedule below.

| Pricing per Student based on 13,600 Students |                          |                 |
|--|--------------------------|-----------------|
| <b>TeacherMatch Component</b>                | <b>Price Per Student</b> | <b>Total</b>    |
| EPI  | \$1.45 /student          | \$19,700        |
| IntelliGlance (Applicant Tracking System)    | \$0.55 /student          | \$ 7,480        |
| Video Interviewing                           | \$0.20/ student          | \$ 2,720        |
| <b>All-Inclusive Annual Subscription</b>     |                          | <b>\$29,900</b> |

TeacherMatch initial service period begins at contract signing and extends for one year. Fullerton School District has the option to renew this agreement for two (2) additional annual periods at the same pricing terms.

Proposed Payment Schedule:

Contract Signing (February/March 2015): \$29,900  
 With District Renewal Option March 2016: \$29,900  
 With District Renewal Option March 2017: \$29,900

CONSENT ITEM

**DATE:** February 17, 2015

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

**FROM:** Emy Flores, Assistant Superintendent, Educational Services

**PREPARED BY:** Deanna Scott, Director, Student Support Services

**SUBJECT:** **APPROVE/RATIFY NONPUBLIC SCHOOL AGREEMENT (NPS) BETWEEN FULLERTON SCHOOL DISTRICT AND BEACON DAY SCHOOL EFFECTIVE JANUARY 5, 2015 THROUGH JUNE 30, 2015**

Background: Nonpublic schools serve those students who are unable to receive a Free and Appropriate Public Education (FAPE) within programs offered in the District due to the severity of the disability or the fact that the student is a danger to self and others.

The rates for Beacon Day School are as follows:

|  |                     |
|--|---------------------|
| Basic Education Program/Dual Enrollment      | \$202.21/day        |
| Transportation                               | \$ 2.50/mile        |
| Transportation - Response to Call/           | \$ 40.00/day        |
| Transportation with Bus Aide                 |                     |
| Transportation with Bus Aide                 | \$ 90.00/day        |
| Educational Counseling - Individual          | \$130.00/hour       |
| Educational Counseling - Group               | \$ 90.00/hour       |
| Language and Speech - Individual             | \$125.00/hour       |
| Language and Speech - Group of 2/            | \$100.00/hour       |
| SLPA Services                                |                     |
| Language and Speech - Per Diem/Per           | \$100.00/hour       |
| Assessment/Evaluation                        |                     |
| 1:1 Aide - Must be Authorized on IEP         | \$ 35.00-55.00/hour |
| 1:1 Aide - Group of 2/Interventionist/LVN    | \$ 55.00/hour       |
| Occupational/Physical Therapy - Individual   | \$ 70.00/1-30 min   |
| Occupational/Physical Therapy - Group of 2   | \$ 90.00/31-45 min  |
| Occupational/Physical Therapy - Group of 3   | \$120.00/46-60 min  |
| Occupational/Physical Therapy - Evaluation   | \$150.00/hour       |
| Occupational/Physical Therapy - Consultation | \$110.00/hour       |

Rationale: Nonpublic schools are utilized when all other educational placements for the student have been implemented.

Funding: Total cost of contract is not to exceed \$50,000 and is to be paid from the Unrestricted General Fund.

Recommendation: Approve/Ratify Nonpublic School Agreement (NPS) between Fullerton School District and Beacon Day School effective January 5, 2015 through June 30, 2015.

EF:DS:vm  
Attachment



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2014-2015

**CONTRACT NUMBER:**

**LEA: FULLERTON SCHOOL DISTRICT**

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:  
BEACON DAY SCHOOL**

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this 5<sup>th</sup> day of January, 2015, between the FULLERTON SCHOOL DISTRICT (hereinafter referred to as “District” or local educational agency “LEA”) and BEACON DAY SCHOOL (hereinafter referred to as “CONTRACTOR”) for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR’s obligation to provide all services specified in the student’s Individualized Education Plan (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of an LEA student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student’s parent.

**2. CERTIFICATIONS AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider’s license, certification and/or credential. In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).



If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of California and provides services to LEA students in such out-of-state program, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall terminate as of the date of such action.

Total student enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from January 5, 2015 to June 30, 2015 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2015. In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2015.

**5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes each Individual Services Agreement which is incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to the LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by the LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract is signed. (California Education Code sections 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR and LEA shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the direction of the LEA.

**6. INDIVIDUAL SERVICES AGREEMENT**

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA (California Education Code sections 56366(a)(5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH. CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). Nothing herein shall limit LEA or CONTRACTOR from engaging in alternative dispute resolution. CONTRACTOR disagrees with the language of Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its rights to challenge that provision.

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and identified in Paragraph 1 above.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 5 of the California Code of Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term "license" means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license, shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(s).
- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority

of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. E-mail notifications may be used provided that a hard copy is also mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee via first class mail or hand delivery.

All notices mailed to the LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board

of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, and reports.

**10. SEVERABILITY CLAUSE**

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Orange County.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. If the parties cannot agree on such modifications or amendments, this Master Contract may be terminated in accordance with Paragraph 14.

**14. TERMINATION**

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of

termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

## 15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement:

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with minimum limits as follows:

\$1,000,000 per occurrence  
\$ 5,000 medical expenses  
\$1,000,000 personal & adv. injury  
\$2,000,000 general aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Auto Liability Insurance**. To the extent vehicles are used to transport students, such vehicles shall have liability coverage of not less than \$1 million combined single limit.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits  
Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

Nothing in this provision shall require CONTRACTOR to procure Employment Practices Liability Insurance.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage with the following limits:

\$1,000,000 per occurrence  
\$1,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day

non-renewal, cancellation or modification notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

If the LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

## **16. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, volunteers or guests arising from CONTRACTOR's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, LEA shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by LEA or its directors, officers, agents, employees, volunteers or guests arising from LEA's duties and obligations described in this Agreement or imposed by law.

## **17. INDEPENDENT CONTRACTOR**

Nothing herein contained shall be construed to imply a joint venture, co-principal, partnership, principal-agent, employer-employee, or co-employer relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR based on any acts or omissions of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding. If CONTRACTOR is held to be a partner, joint venturer, co-principal, employer, or co-employer of the LEA based on any acts or omissions of LEA, LEA shall indemnify and hold harmless the CONTRACTOR from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding..

## **18. SUBCONTRACTING**

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining the written approval of the LEA. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to the LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. This can be provided via e-mail to the SELPA Director of the LEA. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the



CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the District may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When the CONTRACTOR is a nonpublic agency, the CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by the LEA if provided by an individual who was an employee of the LEA within the three hundred and sixty five (365) days prior to executing this Master Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by the LEA.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, disability or any other classification protected by federal or state law, in employment or operation of its programs.

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA

student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless the LEA and CONTRACTOR agree otherwise in writing.

## **22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted standards-based, core curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam per state guidelines.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA

in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must meet the requirements set forth in Title 5 of the California Code of Regulations sections 3065(d) and (e) and Education Code section 56520 et seq. **[NOTE: REGARDLESS OF A.B. 86, THE LEAS COULD STILL REQUIRE THE NPS/NPA STAFF PROVIDING BEHAVIOR INTERVENTION SERVICES TO HAVE A BOARD CERTIFIED BEHAVIOR ANALYST (BCBA). THIS IS FURTHER SUPPORTED BY SECTION 30 OF THE MASTER CONTRACT. IF THE PREFERENCE IS TO REQUIRE A BCBA, THE REDLINE LANGUAGE NEEDS TO BE REVISED.]** It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

### **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools and shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

For LEA students in grades pre-kindergarten through 12, unless otherwise specified in the LEA student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch, and passing time, shall be at least:

- 310 instructional minutes for LEA students in grades pre-kindergarten through five inclusive.
- 314 instructional minutes for LEA students in grades six through twelve inclusive.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in the LEA student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

### **24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and the LEA agree otherwise, in writing.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

## **25. CALENDARS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and ISA. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as the LEA and shall identify the dates of observance on its school calendar submitted to the LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of the LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract.

The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR.

The LEA may provide the CONTRACTOR with approved forms and/or format for such data, including but not limited to, invoicing, attendance reports, and progress reports. The LEA may approve use of CONTRACTOR-provided forms at LEAs discretion.

**27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and the LEA shall both follow policies and procedures that support Least Restrictive Environment (“LRE”) options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

LRE placement options shall be addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team’s recommendations and/or activities to support the transition.

**28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION**

Where CONTRACTOR is a nonpublic school, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’s qualified staff; CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests and the California High School Exit Examination as mandated by the LEA and pursuant to the LEA, state and federal guidelines.

**29. DISTRICT MANDATED ATTENDANCE AT MEETINGS**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. The LEA shall provide CONTRACTOR with reasonable advanced notice of mandated meetings. Attendance at such meetings shall not constitute a billable service hour(s).

**30. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions. It is understood that the LEA may require

additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a “behavior intervention case manager.” CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within fourteen (14) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student’s face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a limited emergency intervention by CONTRACTOR’s trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of the LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student’s name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student’s behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii).) If an LEA student is enrolled in the nonpublic school pursuant to a lawfully executed agreement between the LEA and parent, it shall be the responsibility of the LEA to notify CONTRACTOR in writing (1) when or whether an IEP meeting will be held, (2) whether placement in the nonpublic school should be documented as part of an IEP, and (3) the start date and, if known, the end date for services to be provided by CONTRACTOR to LEA student.

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

### **33. SURROGATE PARENTS**

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

### **34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in

the investigation of any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/IFSP.

### **35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (4) Student Grievance Procedure pursuant to Title IX 106.8 (a)(d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

### **36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre-/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR agrees to maintain the information for at least five (5) years and also shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Contractor shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and



program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

**37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

**38. LEA STUDENT CHANGE OF RESIDENCE**

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, the LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

**39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal. CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

#### **41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

#### **42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS**

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 (AB1858, AB490 (Chapter 862, Statutes of 2003)) and any other applicable laws and/or regulations. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between the LEA and parent, the LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

#### **43. STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **44. MONITORING**

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI, the SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in the CDE On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA.

CONTRACTOR understands that the LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

#### **PERSONNEL**

#### **45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

**46. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(z), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

**47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

**48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for

instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

**49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

**HEALTH AND SAFETY MANDATES**

**50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

## **51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances.

## **52. ADMINISTRATION OF MEDICATION**

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

## **53. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours by fax and mail, any accident or incident report to the LEA. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

## **54. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

## **55. SEXUAL HARASSMENT/DISCRIMINATION**

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual

harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

**56. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

**FINANCIAL**

**57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every child.

CONTRACTOR shall provide all records requested by LEA concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

#### **58. RIGHT TO WITHHOLD PAYMENT**

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

The amount which may be withheld by the LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is



withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to the LEA specifying the reason it believes payment should not be withheld. The LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason the LEA believes payment should not be made. If the LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code Section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

## **59. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

## **60. PAYMENT FOR ABSENCES**

### *NONPUBLIC SCHOOL STAFF ABSENCE*

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by LEA) substitute. The LEA will not pay

for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student’s IEP or ISA.

#### *NONPUBLIC SCHOOL STUDENT ABSENCE*

If CONTRACTOR is a nonpublic school, no later than the tenth (10<sup>th</sup>) cumulative day of the LEA student’s unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

#### *NONPUBLIC AGENCY STAFF ABSENCE*

When CONTRACTOR is a nonpublic agency and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR’s service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

#### *NONPUBLIC AGENCY STUDENT ABSENCE*

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student’s absence. The LEA shall not be responsible for the payment of services when a student is absent.

### **61. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s

compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable assistance for such examination or audit. The LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to the LEA upon request by the LEA.

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, the LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the LEA otherwise agree in writing, CONTRACTOR shall pay to the LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to the LEA within thirty (30) days of receipt of the LEA's written notice demanding payment.

## **62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 310-minute instructional day.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

## **63. DEBARMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local

government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 5<sup>th</sup> day of January 2015 and terminates at 5:00 P.M. on June 30, 2015, unless sooner terminated as provide herein.

CONTRACTOR,  
BEACON DAY SCHOOL

LEA,  
FULLERTON SCHOOL DISTRICT

Nonpublic School/Agency

By: \_\_\_\_\_  
Signature Date  
  
MARY JO LANG  
C.E.O.  
Name and Title of Authorized  
Representative

By: \_\_\_\_\_  
Signature Date  
  
ROBERT PLETKA, ED.D.  
SUPERINTENDENT  
Name and Title of Authorized  
Representative

**Notices to CONTRACTOR shall be addressed to:**

MARY BETH MANQUEROS  
CONTROLLER  
Name and Title  
  
BEACON DAY SCHOOL  
Nonpublic School/Agency/Related Service Provider  
  
24 CENTERPOINTE DRIVE  
Address  
  
LA PALMA CA 90623  
City State Zip  
  
(714) 288-4200 x.122 (714) 288-4204  
Phone Fax  
  
mmanqueros@beacondayschool.com  
Email

**Notices to LEA shall be addressed to:**

DEANNA SCOTT  
DIRECTOR  
Name and Title  
  
FULLERTON SCHOOL DISTRICT  
LEA  
  
1401 W. VALENCIA DRIVE  
Address  
  
FULLERTON CA 92833  
City State Zip  
  
714-447-7500 714-447-7793  
Phone Fax  
  
deanna\_scott@fullertonsd.org  
Email

**EXHIBIT A: RATES**

**CONTRACT YEAR: 2014-15**

**CONTRACTOR: BEACON DAY SCHOOL**

**CONTRACTOR NUMBER: 30-66456-6130520**

**Per CDE Certification, total enrollment may not exceed \_\_\_\_\_ If blank, the number shall be as determine by CDE Certification.**

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_  
 Total LEA enrollment may not exceed \_\_\_\_\_

|   | <u>Rate</u> | <u>Period</u> |
|---|-------------|---------------|
| A. <u>Basic Education Program</u>       |             |               |
| Basic Education Program/Dual Enrollment | \$ 202.21   | / Day         |

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

**B. Related Services**

|  |                       |
|--|-----------------------|
| Transportation   | \$ 2.50 / Mile        |
| Transportation – Response to Call / Transportation with Bus Aide | \$ 40.00 / Day        |
| Transportation with Bus Aide                                     | \$90.00 / Day         |
| Educational Counseling – Individual                              | \$ 130.00 / Hour      |
| Educational Counseling – Group                                   | \$ 90.00 / Hour       |
| Language and Speech – Individual                                 | \$ 125.00 / Hour      |
| Language and Speech – Group of 2 / SLPA Services                 | \$ 100.00 / Hour      |
| Language and Speech – Per Diem / Per Assessment / Evaluation     | \$ 100.00 / Hour      |
| 1:1 Aide – Must be on Authorized on IEP                          | \$ 35-55 / Hour       |
| 1:1 Aide – Group of 2 / Interventionist / LVN                    | \$ 55.00 / Hour       |
| Occupational / Physical Therapy – Individual                     | \$ 70.00 / 1-30 Min   |
| Occupational / Physical Therapy – Group of 2                     | \$ 90.00 / 31-45 Min  |
| Occupational / Physical Therapy – Group of 3                     | \$ 120.00 / 46-60 Min |
| Occupational / Physical Therapy – Evaluation                     | \$ 150.00 / Hour      |
| Occupational / Physical Therapy – Consultation                   | \$ 110.00 / Hour      |

CONSENT ITEM

**DATE:** February 17, 2015  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Emy Flores, Assistant Superintendent, Educational Services  
**PREPARED BY:** Deanna Scott, Director, Student Support Services  
**SUBJECT:** **APPROVE/RATIFY INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND CUSTOMIZED VISION CARE FOR VISION SERVICES EFFECTIVE JANUARY 1, 2015 THROUGH JUNE 30, 2015**

Background: Independent contractors are occasionally utilized to provide specialized services that the District determines are necessary to meet students needs.

Current rates are as follows:

|            |               |
|------------|---------------|
| Assessment | \$325.00/each |
|------------|---------------|

Rationale: Independent contractor services are utilized when the District does not have the ability to have staff in the area of service. While we are working to provide most services within the District, it is necessary to contract outside for certain services for children.

Funding: Total cost of contract is not to exceed \$2,000 and is to be paid the Unrestricted General fund.

Recommendation: Approve/Ratify Independent Contractor Agreement between Fullerton School District and Customized Vision Care for vision services effective January 1, 2015 through June 30, 2015.

EF:DS:vm  
Attachment

## 2014-2015 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and CUSTOMIZED VISION CARE, 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 vision assessments and reports for special education students, hereinafter referred to as "Services".
2. Term. Contractor shall commence providing services under this Agreement on January 1, 2015 and will diligently perform as required and complete performance by June 30, 2015.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Two Thousand dollars (\$2,000.00). The payment shall be made at Three Hundred Twenty Five dollars (\$325.00) per assessment. Contractor shall submit a detailed invoice to District. Payment for Services will only be made if Services have been satisfactorily rendered 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 the 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 Contractor and all of Contractor's 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 Contractor's 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 Contractor's 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 Contractor's profession.

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, and ideas prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by, District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

8. 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.

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for the 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.

10. 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.

11. Insurance. The Contractor, at Contractor's sole cost and expense, shall insure Contractor's activities in connection with the Services under this Agreement and shall obtain, keep in force, and maintain insurance as follows:

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

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

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$1,000,000.00 for each occurrence.

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

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

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

It should be expressly understood, 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 the 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 nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the District.

12. Assignment. The obligations of the Contractor and the performance of the Services 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.

13. Compliance With Applicable Laws. The Services 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 the Services covered by this Agreement or accruing out of the performance of such Services.

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code Section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractor's employees to submit to additional criminal background checks at the District's sole and absolute discretion.

13.2 Tuberculosis Testing. Contractor and Contractor's employees, if any, providing Services to students shall provide evidence of appropriate tuberculosis screening

prior to the performance of the Services and provide annual certification thereafter. Contractor shall complete and submit to District any required documentation to verify compliance.

14. Permits/Licenses. Contractor shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of the Services pursuant to this Agreement.

15. 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 the Services are actually being performed pursuant to this Agreement.

16. 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.

17. Nondiscrimination. Contractor agrees that Contractor will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age or other characteristics protected by federal or state laws of such persons.

18. 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.

19. 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:  
Customized Vision Care  
428 S. Brea Blvd  
Brea, CA 92821  
Attn: David G. Kirschen, OD, PhD

20. 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.

21. 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.

22. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all parties have signed it.

24. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

25. 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.

THIS AGREEMENT IS ENTERED INTO THIS 1<sup>st</sup> DAY OF JANUARY 2015.

FULLERTON SCHOOL DISTRICT

CUSTOMIZED VISION CARE

By:

By:

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

\_\_\_\_\_  
David G. Kirschen, OD, PhD

On File \_\_\_\_\_  
Taxpayer ID Number

CONSENT ITEM

**DATE:** February 17, 2015

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

**FROM:** Emy Flores, Assistant Superintendent, Educational Services

**PREPARED BY:** Deanna Scott, Director, Student Support Services

**SUBJECT:** **APPROVE/RATIFY INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND GOODWILL INDUSTRIES OF ORANGE COUNTY, ASSISTIVE TECHNOLOGY EXCHANGE CENTER (ATEC) FOR ASSISTIVE TECHNOLOGY SERVICES EFFECTIVE JANUARY 23, 2015 THROUGH JUNE 30, 2015**

Background: Independent contractors are occasionally utilized to provide specialized services that the District determines are necessary to meet student needs.

Current rates are as follows:

|   |                          |
|---|--------------------------|
| Assessments (nine hours minimum)                  | \$105.00/hour            |
| Trial Period, Programming, Preparation & Training | \$150.00/hour            |
| IEP, Telephone Conference, Consultation Services  | \$105.00/hour            |
| Travel Time (within catchment area only)          | \$ 25.00/hour round trip |
| Mileage   | Current IRS Rate/mile    |
| Professional Development Training                 | \$105.00/hour            |

Rationale: Independent contractor services are utilized when the District does not have the ability to have staff in the area of service. While we are working to provide most services within the District, it is necessary to contract outside for certain services for children.

Funding: Total cost of contract is not to exceed \$5,000 and is to be paid from the Unrestricted General Fund.

Recommendation: Approve/Ratify Independent Contractor Agreement between Fullerton School District and Goodwill Industries of Orange County, Assistive Technology Exchange Center (ATEC) for assistive technology services effective January 23, 2015 through June 30, 2015.

EF:DS:vm  
Attachment

## 2014-2015 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and GOODWILL INDUSTRIES OF ORANGE COUNTY, ASSISTIVE TECHNOLOGY EXCHANGE CENTER (ATEC), 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 assistive technology assessments, programming, preparation, training, consultation, and professional development for special education students and staff, hereinafter referred to as "Services".

2. Term. Contractor shall commence providing services under this Agreement on January 23, 2015 and will diligently perform as required and complete performance by June 30, 2015.

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 following rates:

|   |                         |
|---|-------------------------|
| Assessments (nine hours minimum)                  | \$105.00/hour           |
| Trial Period, Programming, Preparation & Training | \$150.00/hour           |
| IEP, Telephone Conference, Consultation Services  | \$105.00/hour           |
| Travel Time (within catchment area only)          | \$25.00/hour round trip |
| Mileage   | Current IRS Rate/mile   |
| Professional Development Training                 | \$105.00/hour           |

Contractor shall submit a detailed invoice to District. Payment for Services will only be made if Services have been satisfactorily rendered 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 the 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 Contractor and all of Contractor's 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 Contractor's 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 Contractor's 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 Contractor's profession.

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, and ideas prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by, District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

8. 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.

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for the 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.

10. 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.

11. Insurance. The Contractor, at Contractor's sole cost and expense, shall insure Contractor's activities in connection with the Services under this Agreement and shall obtain, keep in force, and maintain insurance as follows:



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

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

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$1,000,000.00 for each occurrence.

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

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

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

It should be expressly understood, 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 the 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 nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the District.

12. Assignment. The obligations of the Contractor and the performance of the Services 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.

13. Compliance With Applicable Laws. The Services 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 the Services covered by this Agreement or accruing out of the performance of such Services.

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code Section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractor's employees to submit to additional criminal background checks at the District's sole and absolute discretion.

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

14. Permits/Licenses. Contractor shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of the Services pursuant to this Agreement.

15. 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 the Services are actually being performed pursuant to this Agreement.

16. 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.

17. Nondiscrimination. Contractor agrees that Contractor will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age or other characteristics protected by federal or state laws of such persons.

18. 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.

19. 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:                 | CONTRACTOR:                                 |
| Fullerton School District | Goodwill Industries of Orange County        |
| 1401 W. Valencia Drive    | Assistive Technology Exchange Center (ATEC) |
| Fullerton, CA 92833       | 410 N. Fairview                             |
| Attn: Kolbe Khong         | Santa Ana, CA 92703                         |
|                           | Attn: Lauren Wetzler                        |

20. 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.

21. 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.

22. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all parties have signed it.

24. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

25. 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.

THIS AGREEMENT IS ENTERED INTO THIS 23<sup>rd</sup> DAY OF JANUARY 2015.

FULLERTON SCHOOL DISTRICT

GOODWILL OF ORANGE COUNTY  
Assistive Technology Exchange Center (ATEC)

By:

By:

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

\_\_\_\_\_  
Kathy Copeland, Ph.D.  
Vice President of Human Services

On File  
\_\_\_\_\_  
Taxpayer ID Number

CONSENT ITEM

**DATE:** February 17, 2015

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

**FROM:** Emy Flores, Assistant Superintendent, Educational Services

**PREPARED BY:** Deanna Scott, Director, Student Support Services

**SUBJECT:** APPROVE/RATIFY INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND SUSANNE M. SMITH, INC., OCCUPATIONAL THERAPIST FOR SERVICES EFFECTIVE JANUARY 23, 2015 THROUGH JUNE 30, 2015

Background: Independent contractors are occasionally utilized to provide specialized services that the District determines are necessary to meet student needs.

Current rates are as follows:

|  |  |
|--|--|
| Consultation   | \$150/hour   |
| Document Review  | \$150/hour   |
| Screening  | \$450  |
| Evaluation (includes testing, one-hour follow up consultation with guardians & report) |  |
| In Office  | \$900/two hours  |
| Extended   | \$1,400/two-hour evaluation plus one hour observation      |
| IEE  | \$1,500/extended evaluation, document review, two-hour IEP |
| Rush Fee   | \$250/final report within 10 days of evaluation            |
| IEP Participation  |  |
| Phone or electronic  | \$150/hour   |
| Onsite   | \$300/two-hour maximum plus travel                         |
| Expert Witness   |  |
| Retainer   | \$1,000  |
| Deposition/Hearing/Trial   | \$500/hour (two-hour minimum)                              |
| Travel (more than 30 miles of 45 minute drive one way from Irvine, CA)                 |  |
| Time   | \$100/hour (over 60 minutes round trip)                    |
| Mileage  | \$ .51/per mile  |

Rationale: Independent contractor services are utilized when the District does not have the ability to have staff in the area of services. While we are working to provide most services within the District, it is necessary to contract outside for certain services for children.

Funding: Total cost of contract is not to exceed \$5,000 and is to be paid from the Unrestricted General Fund.

Recommendation: Approve/Ratify Independent Contractor Agreement between Fullerton School District and Susanne M. Smith, Inc., Occupational Therapist for services effective January 23, 2015 through June 30, 2015.

EF:DS:vm  
Attachment

## 2014-2015 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and SUSANNE M. SMITH, INC., hereinafter referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor: provide occupational therapy assessments and reports for special education students, hereinafter referred to as "Services".

2. Term. Contractor shall commence providing services under this Agreement on January 23, 2015 and will diligently perform as required and complete performance by June 30, 2015.

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 following rates:

|   |   |
|---|---|
| Consultation  | \$150.00/hour   |
| Document Review   | \$150.00/hour   |
| Screening   | \$450.00  |
| Evaluation - (Includes testing, one-hour follow-up consultation with guardians, & report) |   |
| In office   | \$900.00 – two hours evaluation                                 |
| Extended  | \$1,400.00 – two hours evaluation plus one hour observation     |
| IEE   | \$1,500.00 – extended evaluation, document review, two hour IEP |
| Rush Fee  | \$250.00 – final report within 10 days of evaluation            |
| IEP Participation   |   |
| Phone or electronic   | \$150.00/hour   |
| Onsite  | \$300.00 (two hour maximum) plus travel                         |
| Expert Witness  |   |
| Retainer  | \$1,000.00  |
| Deposition/Hearing/Trial  | \$500.00/hour (two hour minimum)                                |
| Travel (more than 30 miles or 45 minute drive one way from Irvine, CA.)                   |   |
| Time  | \$100.00/hour (over 60-minutes round trip)                      |
| Mileage   | \$ .51 per mile   |

Contractor shall submit a detailed invoice to District. Payment for Services will only be made if Services have been satisfactorily rendered 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 the 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 Contractor and all of Contractor's 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 Contractor's 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 Contractor's 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 Contractor's profession.

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, and ideas prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by, District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

8. 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.

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for the 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.

10. 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.



11. Insurance. The Contractor, at Contractor's sole cost and expense, shall insure Contractor's activities in connection with the Services under this Agreement and shall obtain, keep in force, and maintain insurance as follows:

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

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

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$1,000,000.00 for each occurrence.

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

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

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

It should be expressly understood, 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 the 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 nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the District.

12. Assignment. The obligations of the Contractor and the performance of the Services 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.

13. Compliance With Applicable Laws. The Services 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 the Services covered by this Agreement or accruing out of the performance of such Services.

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code Section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractor's employees to submit to additional criminal background checks at the District's sole and absolute discretion.

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

14. Permits/Licenses. Contractor shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of the Services pursuant to this Agreement.

15. 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 the Services are actually being performed pursuant to this Agreement.

16. 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.

17. Nondiscrimination. Contractor agrees that Contractor will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age or other characteristics protected by federal or state laws of such persons.

18. 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.

19. 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:                 | CONTRACTOR:                                  |
| Fullerton School District | Susanne M. Smith, Inc.                       |
| 1401 W. Valencia Drive    | 15 Songird Lane                              |
| Fullerton, CA 92833       | Aliso Viejo, CA 92656                        |
| Attn: Kolbe Khong         | Attn: Susanne Smith Roley, OTD, OTR/L, FAOTA |

20. 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.

21. 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.

22. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all parties have signed it.

24. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

25. 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.

THIS AGREEMENT IS ENTERED INTO THIS 23<sup>rd</sup> DAY OF JANUARY 2015.

FULLERTON SCHOOL DISTRICT

SUSANNE M. SMITH, INC.

By:

By:

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

\_\_\_\_\_  
Susanne Smith Roley, OTD, OTR/L, FAOTA

On File  
\_\_\_\_\_  
Taxpayer ID Number

CONSENT ITEM

**DATE:** February 17, 2015

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

**FROM:** Emy Flores, Assistant Superintendent, Educational Services

**PREPARED BY:** Anita Lomeli, Principal, Commonwealth School

**SUBJECT:** **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ILENE MOORE TO PROVIDE DRAMA, VOCAL AND DANCE INSTRUCTION TO COMMONWEALTH STUDENTS**

Background: Commonwealth desires to continue their student enrichment in the area of performing arts and the education of K-6 grade students in the enhancement of the Arts (drama, vocal and dance) and wishes to use the services of Ilene Moore to assist in this effort. Ms. Moore will offer support and play direction to K-6 grade students in their production of the school play.

Rationale: The annual school production is an integral part of Commonwealth's desire to provide opportunities to all students in the area of performing arts and arts appreciation.

Funding: Cost not to exceed \$3,600 and is to be paid from Commonwealth School's Title I fund.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Ilene Moore to provide drama, vocal and dance instruction to Commonwealth students.

JM:AL:dj  
Attachment

## 2014-2015 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Hene Moore** 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: **Drama, vocal, and dance instruction, direction of the school production, choreography, blocking, tech set-up, and furnish primary props, costumes, scenery, and tech equipment.**
2. Term. Contractor shall provide services under this Agreement on and will diligently perform as required and complete performance by **March 21, 2015**.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Three Thousand Six Hundred Dollars (\$3,600.00)**. Contractor shall submit a detailed invoice to District. Payment for Services will only be made if Services have been satisfactorily rendered 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 the 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 Contractor and all of Contractor's 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 Contractor's 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 Contractor's 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 Contractor's profession.

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, and ideas prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by, District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

8. 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.

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for the 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.

10. 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.

11. Insurance. The Contractor, at Contractor's sole cost and expense, shall insure Contractor's activities in connection with the Services under this Agreement and shall obtain, keep in force, and maintain insurance as follows:

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

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

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$1,000,000.00 for each occurrence.



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

It should be expressly understood, 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 the 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 nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the District.

12. Assignment. The obligations of the Contractor and the performance of the Services 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.

13. Compliance With Applicable Laws. The Services 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 the Services covered by this Agreement or accruing out of the performance of such Services.

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code Section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractor's employees to submit to additional criminal background checks at the District's sole and absolute discretion.

13.2 Tuberculosis Testing. Contractor and Contractor's employees, if any, providing Services to students shall provide evidence of appropriate tuberculosis screening

prior to the performance of the Services and provide annual certification thereafter. Contractor shall complete and submit to District any required documentation to verify compliance.

14. Permits/Licenses. Contractor shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of the Services pursuant to this Agreement.

15. 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 the Services are actually being performed pursuant to this Agreement.

16. 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.

17. Nondiscrimination. Contractor agrees that Contractor will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age or other characteristics protected by federal or state laws of such persons.

18. 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.

19. 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:  
**ILENE MOORE**

20. 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.

21. 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.

22. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all parties have signed it.

24. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

25. 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.

THIS AGREEMENT IS ENTERED INTO THIS 17th DAY OF February 2015.

FULLERTON SCHOOL DISTRICT

By:

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

Ilene Moore  
**(Contractor Name)**

By:

\_\_\_\_\_  
**Signature**

On File  
**Taxpayer ID Number**

CONSENT ITEM

**DATE:** February 17, 2015

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

**FROM:** Emy Flores, Assistant Superintendent, Educational Services

**PREPARED BY:** Mathew Barnett, Director, Educational Services

**SUBJECT:** **APPROVE/RATIFY INDEPENDENT CONTRACTOR AGREEMENT FOR THE 2014/2015 SCHOOL YEAR WITH THE PARENT INSTITUTE FOR QUALITY EDUCATION (PIQE) TO PROVIDE PARENTING CLASSES AND PARENT ACADEMIC TRAINING AT NICOLAS JUNIOR HIGH SCHOOL**

Background: Nicolas Junior High School is committed to improving student achievement by increasing the capacity of our junior high school parents to support their students in mastering grade level content standards in order to fulfill our mission statement.

Rationale: The PIQE organization provided parent training to enable them to support their students' academic success. In the middle grades curriculum parents are instructed in methods for supporting their students' academic achievement, connecting academic success with positive self esteem, an overcoming obstacles to student success. The training sessions were once a week over a nine-week period with PIQE providing the speakers and materials for the training. Nicolas parents have shared their appreciation for this program from past trainings with nearly 90 participants each time offered.

Funding: Cost is not to exceed \$10,000 to be paid from the Nicolas JHS Title I Budget.

Recommendation: Approve/Ratify Independent Contractor Agreement for the 2014/2015 school year with the Parent Institute for Quality Education (PIQE) to provide parenting classes and parental academic training at Nicolas Junior High School.

JM:MB:nm  
Attachment

## 2014-2015 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Parent Institute for Quality Education** 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: **Parent Institute for Quality Education (PIQE). The PIQE organization will provide parent training to enable them to support their students' academic success. In the middle grades curriculum parents are instructed in methods for supporting their students' academic achievement, connecting academic success with positive self-esteem, and overcoming obstacles to student success. The training sessions take place once a week over a nine-week period with PIQE providing the speakers and materials for the training. PIQE will also conduct recruitment activities to encourage parents to attend the PIQE program.**

2. Term. Contractor shall commence providing services under this Agreement on **August 1, 2014** and will diligently perform as required and complete performance by **December 1, 2014**.

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Ten Thousand Dollars (\$10,000.00)**. Contractor shall submit a detailed invoice to District. Payment for Services will only be made if Services have been satisfactorily rendered 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 the 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 Contractor and all of Contractor's 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 Contractor's 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 Contractor's 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 Contractor's profession.

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, and ideas prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by, District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

8. 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.

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for the 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.

10. 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.

11. Insurance. The Contractor, at Contractor's sole cost and expense, shall insure Contractor's activities in connection with the Services under this Agreement and shall obtain, keep in force, and maintain insurance as follows:

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

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



The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$1,000,000.00 for each occurrence.

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

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

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

It should be expressly understood, 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 the 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 nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the District.

12. Assignment. The obligations of the Contractor and the performance of the Services 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.

13. Compliance With Applicable Laws. The Services 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 the Services covered by this Agreement or accruing out of the performance of such Services.

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code Section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractor's employees

to submit to additional criminal background checks at the District's sole and absolute discretion.

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

14. Permits/Licenses. Contractor shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of the Services pursuant to this Agreement.

15. 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 the Services are actually being performed pursuant to this Agreement.

16. 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.

17. Nondiscrimination. Contractor agrees that Contractor will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age or other characteristics protected by federal or state laws of such persons.

18. 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.

19. 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:  
**Parent Institute for Quality Education**  
**902 N. Grand Ave**  
**Santa Ana, CA 92701**  
**Attn: Albert Rodriguez**

20. 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.

21. 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.

22. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all parties have signed it.

24. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

25. 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.

THIS AGREEMENT IS ENTERED INTO THIS 17TH DAY OF FEBRUARY 2015.

FULLERTON SCHOOL DISTRICT

**Parent Institute for Quality Education**  
**(Contractor Name)**

By:

By:

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

\_\_\_\_\_  
**Signature**

**Albert Rodriguez**  
**(Typed Name, Title)**

**On File**  
**Taxpayer ID Number**

CONSENT ITEM

**DATE:** February 17, 2015

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

**FROM:** Emy Flores, Assistant Superintendent, Educational Services

**PREPARED BY:** Jay McPhail, Chief Technology Officer, Technology and Media Services

**SUBJECT:** **APPROVE CONTRACT AMENDMENT WITH TIME WARNER CABLE TO PROVIDE A 10GBPS FIBER OPTIC CIRCUIT FROM THE FULLERTON SCHOOL DISTRICT OFFICE TO THE ORANGE COUNTY DEPARTMENT OF EDUCATION EFFECTIVE JULY 1, 2015 THROUGH JUNE 30, 2017**

Background: Fullerton School District currently contracts with Time Warner Cable for connectivity between the District Office and the Orange County Department of Education. The current connection is 2Gbps and is shared by all staff and students in order to access the Internet. With the ever-increasing use of technology in the classrooms and more content being offered online this connection will become a bottleneck in the future.

Rationale: The Fullerton School District Office needs to maintain quality Internet connectivity for Districtwide use. This will also support teaching and learning with high-speed access to utilize educational content, with laptops, desktop computers and mobile devices. The District has adopted the Google infrastructure and student created content is almost exclusively online. Currently, the District subscribes to Discovery Streaming, Haiku Learning Management System, 3D GameLab and ExploreLearning. A slow Internet connection will limit access to these recourses.

Funding: The estimated monthly cost before E-Rate and California Teleconnect Fund (CTF) discounts is \$4,950 and will be paid from the Unrestricted General Fund.

Recommendation: Approve Contract Amendment with Time Warner Cable to provide a 10Gbps fiber optic circuit from the Fullerton School District Office to the Orange County Department of Education effective July 1, 2015 through June 30, 2017.

EF:JM:kv  
Attachment

Account Executive: Heidi Vierkant  
 Phone: ext:  
 Cell Phone:  
 Fax:  
 Email: heidi.vierkant@twcable.com

**Order # 5405708**

|                                       |                                 |   |
|---------------------------------------|---------------------------------|---|
| <b>Business Name</b>                  | Fullerton School District       | <b>Customer Type:</b>                   |
| <b>Federal Tax ID</b>                 | <b>Tax Exempt Status</b>        | <b>Tax Exempt Certificate #</b>         |
| ****1405                              |                                 |   |
| <b>Billing Address</b>                |                                 | <b>Account Number</b>                   |
| <b>Attention To:</b>                  |                                 |   |
| 1401 W Valencia Dr Fullerton CA 92833 |                                 |   |
| <b>Billing Contact</b>                | <b>Billing Contact Phone</b>    | <b>Billing Contact Email Address</b>    |
| Sam Ricchio                           | (714) 447-7478                  | sam_ricchio@fsd.k12.ca.us               |
| <b>Authorized Contact</b>             | <b>Authorized Contact Phone</b> | <b>Authorized Contact Email Address</b> |
| Robert Pietka                         | (714) 447-7470                  | bob_pietka@fsd.k12.ca.us                |
| <b>Technical Contact</b>              | <b>Technical Contact Phone</b>  | <b>Technical Contact Email Address</b>  |
|                                       |                                 |   |

|   |  |
|---|--|
| <b>Internet and Video Order Information For 1401 W Valencia Dr P2P Fullerton CA 92833</b> |  |
| <b>Service Type</b>   |  |
| Ethernet (Fiber)  |  |

| Current Services and Monthly charges At 1401 W Valencia Dr Unit P2P, Fullerton CA 92833 |          |             |                         |               |
|---|----------|-------------|-------------------------|---------------|
| Description   | Quantity | Sales Price | Monthly Recurring Total |               |
| DIA 1G  | 1        | \$0.00      | \$0.00                  | \$0.00        |
| Erate Dis   | 1        | \$0.00      | \$0.00                  | \$0.00        |
| Bcf WO Video  | 1        | \$0.00      | \$0.00                  | \$0.00        |
| CTF DISCOUNT  | 1        | \$0.00      | \$0.00                  | \$0.00        |
| COMMERCIAL ACCOUNT  | 1        | \$0.00      | \$0.00                  | \$0.00        |
| DED INTERNET ACCESS 3 YR  | 1        | \$0.00      | \$0.00                  | \$0.00        |
| <b>*Total</b>   |          |             |                         | <b>\$0.00</b> |
| *Prices do not include taxes and fees.  |          |             |                         |               |

| New and Revised Services and Monthly Charges At 1401 W Valencia Dr Unit P2P, Fullerton CA 92833 |          |             |                         |               |
|---|----------|-------------|-------------------------|---------------|
| Description   | Quantity | Sales Price | Monthly Recurring Total | Contract Term |
| EPL Intrastate 10 Gbps  | 1        | \$4,950.00  | \$4,950.00              | 60 Months     |
| <b>*Total</b>   |          |             | <b>\$4,950.00</b>       |               |
| *Prices do not include taxes and fees.  |          |             |                         |               |

**Special Terms**

The services, products, prices and terms identified on this Service Order constitute Time Warner Cable's offer to provide such services on such terms. Until Customer has accepted this offer by signing as appropriate below, Time Warner Cable reserves the right to rescind this offer at any time, at its sole discretion.

The Agreement shall be renewable for successive terms unless at least thirty (30) days prior to the expiration of the then current term, either party notifies the other party of such party's intent not to renew this Agreement. Agreement term and corresponding monthly billing will commence on actual service installation date. Cable television and Work-at-home services are subject to annual price change.

The Contract Term of the Service Order dated February 8, 2012 shall remain in place, and the parties shall perform their respective obligations thereunder, through June 30, 2017. This Service Order shall become effective on July 1, 2015 and shall expire on June 30, 2017.

Upgrade from 2Gbps to 10Gbps.

Fullerton USD can upgrade the speeds without changing the term or end date of the contract. Only additional monthly charges will apply to any upgrades.

ERATE T&C

With respect to any Services for which Customer will seek any discounts under the E-Rate Program administered by the Schools and Libraries Division of the Universal Administrative Company (USAC) or the California Teleconnect Fund (collectively, the "Discounts"), Customer acknowledges that TWC will not begin installation of any TWC Equipment or otherwise incur costs to provide such Services under a Service Order unless and until Customer notifies TWC that either (i) Customer has received confirmation of applicable Discounts or (ii) Customer elects to pay the Gross Monthly Service Charges set forth on the Service Order in full.


If Customer and any Services purchased under this Master Agreement are eligible for Discounts, then as a courtesy to Customer, TWC will submit invoices to Customer net of Discounts and bill the balance to the government agencies administering the Discounts, all as set forth on the applicable Service Order. Customer shall apply for all applicable Discounts for each year of the Term and provide to TWC satisfactory evidence of the continuation of each Discount for such years. If TWC does not receive such confirmation, then TWC shall have the right to bill the Gross Monthly Service Charges for the applicable Services to Customer.

Notwithstanding anything to the contrary at Section 11 of the Terms and Conditions, if, after the initial award of a Discount and TWC has provisioned a Service, any Discount for a subsequent year is reduced, eliminated, or otherwise not available, then Customer shall promptly notify TWC in writing that it, or the end user school district, is no longer eligible to receive the Discount and that such ineligibility did not result from any act or failure by Customer or the school districts using the Services. This Master Agreement shall remain in full force and effect and Customer shall continue to pay TWC an amount equal to the Service Charges, plus applicable taxes and fees, less an amount equivalent to the Discount. TWC shall continue to provide the Services, but may, in its sole discretion, reduce the bandwidth provided to the Customer, or the end user school district, to account for the decreased amount being paid for the Services. Customer shall, and shall cause the school districts to, use their best efforts to reinstate all applicable Discounts or find another source of funds to ensure that TWC receives the total Service Charges anticipated for the applicable Initial Order Term.

**Electronic Signature Disclosure**

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.



  
Authorized Signature for Time Warner Cable Enterprises LLC  
Joe Leonardi, Sales VP  
Printed Name and Title  
2-4-15  
Date Signed

Authorized Signature for Customer  
Printed Name and Title  
Date Signed

CONSENT ITEM

**DATE:** February 17, 2015

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

**FROM:** Emy Flores, Assistant Superintendent, Educational Services

**PREPARED BY:** Jay McPhail, Chief Technology Officer, Technology and Media Services

**SUBJECT:** **APPROVE/RATIFY CONTRACT AMENDMENT WITH TIME WARNER CABLE TO PROVIDE A 1GBPS FIBER OPTIC CIRCUIT TO EACH SCHOOL SITE BEGINNING JULY 1, 2015 THROUGH JUNE 30, 2017**

Background: Fullerton School District contracts with Time Warner Cable to connect the District Office and all school sites. The current connection is a 500Mbps fiber optic link. These data connections are now periodically reaching their limits due to the increase of mobile devices at each site. If the sites reach their limits in capacity, this causes lagging performance in access to education content.

Rationale: The Fullerton School District Office needs to maintain quality Internet connectivity. This will support teaching and learning with high-speed access to utilize educational content, mobile devices, and information from PowerSchool and DataDirector. We will be able to better serve our students by fully utilizing online resources.

Funding: The estimated monthly cost, less the e-Rate and California Teleconnect Fund (CTF) discounts, is \$8,265.

Recommendation: Approve/Ratify Contract Amendment with Time Warner Cable to provide a 1GBPS fiber optic circuit to each school site beginning July 1, 2015 through June 30, 2017.

EF:JM:kv  
Attachment

Account Executive: Heidi Vierkant  
 Phone: ext:  
 Cell Phone:  
 Fax:  
 Email: heidi.vierkant@twcable.com

**Order # 5314893**

|                                       |                                 |   |
|---------------------------------------|---------------------------------|---|
| <b>Business Name</b>                  | Fullerton School District       | <b>Customer Type:</b>                   |
| <b>Federal Tax ID</b>                 | <b>Tax Exempt Status</b>        | <b>Tax Exempt Certificate #</b>         |
| *****1405                             |                                 |   |
| <b>Billing Address</b>                |                                 |   |
| <b>Attention To:</b>                  |                                 | <b>Account Number</b>                   |
| 1401 W Valencia Dr Fullerton CA 92833 |                                 |   |
| <b>Billing Contact</b>                | <b>Billing Contact Phone</b>    | <b>Billing Contact Email Address</b>    |
| Sam Ricchio                           | (714) 447-7478                  | sam_ricchio@fsd.k12.ca.us               |
| <b>Authorized Contact</b>             | <b>Authorized Contact Phone</b> | <b>Authorized Contact Email Address</b> |
| Robert Pletka                         | (714) 447-7470                  | bob_pletka@fsd.k12.ca.us                |
| <b>Technical Contact</b>              | <b>Technical Contact Phone</b>  | <b>Technical Contact Email Address</b>  |

|   |
|---|
| <b>Internet and Video Order Information For 1401 W Valencia Dr Fullerton CA 92833</b> |
| <b>Service Type</b>   |
| Ethernet (Fiber)  |

|  |
|--|
| <b>Internet and Video Order Information For 1200 N Acacia Ave Fullerton CA 92831</b> |
| <b>Service Type</b>  |
| Ethernet (Fiber)   |

**Internet and Video Order Information For 1350 Starbuck St Fullerton CA 92833**

**Service Type**

Ethernet (Fiber)

**Internet and Video Order Information For 1400 S Brookhurst Rd Fullerton CA 92833**

**Service Type**

Ethernet (Fiber)

**Internet and Video Order Information For 1460 Rolling Hills Dr Fullerton CA 92835**

**Service Type**

Ethernet (Fiber)

**Internet and Video Order Information For 1700 E Wilshire Ave Fullerton CA 92831**

**Service Type**

Ethernet (Fiber)

**Internet and Video Order Information For 1710 Rosecrans Ave Fullerton CA 92833**

**Service Type**

Ethernet (Fiber)

**Internet and Video Order Information For 1100 W Olive Ave Fullerton CA 92833**

**Service Type**

Ethernet (Fiber)

**Internet and Video Order Information For 1400 W Fern Dr Fullerton CA 92833**

**Service Type**

Ethernet (Fiber)

**Internet and Video Order Information For 2030 Sunset Ln Fullerton CA 92833**

**Service Type**

Ethernet (Fiber)

**Internet and Video Order Information For 2200 E Commonwealth Ave Fullerton CA 92831**

**Service Type**

Ethernet (Fiber)

**Internet and Video Order Information For 244 E Valencia Dr Fullerton CA 92832**

**Service Type**

Ethernet (Fiber)

**Internet and Video Order Information For 300 Laguna Rd Fullerton CA 92835**

**Service Type**

Ethernet (Fiber)

**Internet and Video Order Information For 3441 W Valencia Dr Fullerton CA 92833**

**Service Type**

Ethernet (Fiber)

**Internet and Video Order Information For 400 E Hermosa Dr Fullerton CA 92835**

**Service Type**

Ethernet (Fiber)

**Internet and Video Order Information For 455 W Baker Ave Fullerton CA 92832**

**Service Type**

Ethernet (Fiber)

**Internet and Video Order Information For 517 N Raymond Ave Fullerton CA 92831**

**Service Type**

Ethernet (Fiber)

**Internet and Video Order Information For 700 S Richman Ave Fullerton CA 92832**

**Service Type**

Ethernet (Fiber)

**Internet and Video Order Information For 732 Barris Dr Fullerton CA 92832**

**Service Type**

Ethernet (Fiber)

**Internet and Video Order Information For 780 Beechwood Ave Fullerton CA 92835**

**Service Type**

Ethernet (Fiber)

**Current Services and Monthly charges At 1100 W Olive Ave , Fullerton CA 92833**

| Description         | Quantity | Sales Price | Monthly Recurring Total |
|---------------------|----------|-------------|-------------------------|
| Ctf Dis             | 1        | \$0.00      | \$0.00                  |
| Erate Dis           | 1        | \$0.00      | \$0.00                  |
| Bcf WO Video        | 1        | \$0.00      | \$0.00                  |
| COMMERCIAL ACCOUNT  | 1        | \$0.00      | \$0.00                  |
| BCI CONTRACT 2 YEAR | 1        | \$0.00      | \$0.00                  |
| BCI CONTRACT 3 YEAR | 1        | \$0.00      | \$0.00                  |
| <b>*Total</b>       |          |             | <b>\$0.00</b>           |

\*Prices do not include taxes and fees.

**Current Services and Monthly charges At 1200 N Acacia Ave , Fullerton CA 92831**

| Description        | Quantity | Sales Price | Monthly Recurring Total |
|--------------------|----------|-------------|-------------------------|
| Ctf Dis            | 1        | \$0.00      | \$0.00                  |
| Erate Dis          | 1        | \$0.00      | \$0.00                  |
| Bc Plat VIP        | 1        | \$0.00      | \$0.00                  |
| COMMERCIAL ACCOUNT | 1        | \$0.00      | \$0.00                  |
| <b>*Total</b>      |          |             | <b>\$0.00</b>           |

\*Prices do not include taxes and fees.

**Current Services and Monthly charges At 300 Laguna Rd , Fullerton CA 92835**

| Description         | Quantity | Sales Price | Monthly Recurring Total |
|---------------------|----------|-------------|-------------------------|
| Erate Dis           | 1        | \$0.00      | \$0.00                  |
| Bc Plat VIP         | 1        | \$0.00      | \$0.00                  |
| Bcf WO Video        | 1        | \$0.00      | \$0.00                  |
| CTF DISCOUNT        | 1        | \$0.00      | \$0.00                  |
| COMMERCIAL ACCOUNT  | 1        | \$0.00      | \$0.00                  |
| BCI CONTRACT 2 YEAR | 1        | \$0.00      | \$0.00                  |
| BCI CONTRACT 3 YEAR | 1        | \$0.00      | \$0.00                  |
| <b>*Total</b>       |          |             | <b>\$0.00</b>           |

\*Prices do not include taxes and fees.

**Current Services and Monthly charges At 732 Barris Dr , Fullerton CA 92832**

| Description         | Quantity | Sales Price | Monthly Recurring Total |
|---------------------|----------|-------------|-------------------------|
| Erate Dis           | 1        | \$0.00      | \$0.00                  |
| Bc Plat VIP         | 1        | \$0.00      | \$0.00                  |
| CTF DISCOUNT        | 1        | \$0.00      | \$0.00                  |
| COMMERCIAL ACCOUNT  | 1        | \$0.00      | \$0.00                  |
| BCI CONTRACT 2 YEAR | 1        | \$0.00      | \$0.00                  |
| BCI CONTRACT 3 YEAR | 1        | \$0.00      | \$0.00                  |
| <b>*Total</b>       |          |             | <b>\$0.00</b>           |

\*Prices do not include taxes and fees.

**Current Services and Monthly charges At 1400 W Fern Dr , Fullerton CA 92833**

| Description        | Quantity | Sales Price | Monthly Recurring Total |
|--------------------|----------|-------------|-------------------------|
| Erate Dis          | 1        | \$0.00      | \$0.00                  |
| Bc Plat VIP        | 1        | \$0.00      | \$0.00                  |
| CTF DISCOUNT       | 1        | \$0.00      | \$0.00                  |
| COMMERCIAL ACCOUNT | 1        | \$0.00      | \$0.00                  |
| <b>*Total</b>      |          |             | <b>\$0.00</b>           |

\*Prices do not include taxes and fees.

**Current Services and Monthly charges At 2030 Sunset Ln , Fullerton CA 92833**

| Description         | Quantity | Sales Price | Monthly Recurring Total |
|---------------------|----------|-------------|-------------------------|
| Erate Dis           | 1        | \$0.00      | \$0.00                  |
| Bc Plat VIP         | 1        | \$0.00      | \$0.00                  |
| Bcf WO Video        | 1        | \$0.00      | \$0.00                  |
| CTF DISCOUNT        | 1        | \$0.00      | \$0.00                  |
| COMMERCIAL ACCOUNT  | 1        | \$0.00      | \$0.00                  |
| BCI CONTRACT 2 YEAR | 1        | \$0.00      | \$0.00                  |
| BCI CONTRACT 3 YEAR | 1        | \$0.00      | \$0.00                  |
| <b>*Total</b>       |          |             | <b>\$0.00</b>           |

\*Prices do not include taxes and fees.

**Current Services and Monthly charges At 455 W Baker Ave , Fullerton CA 92832**

| Description         | Quantity | Sales Price | Monthly Recurring Total |
|---------------------|----------|-------------|-------------------------|
| Erate Dis           | 1        | \$0.00      | \$0.00                  |
| Bcf WO Video        | 1        | \$0.00      | \$0.00                  |
| CTF DISCOUNT        | 1        | \$0.00      | \$0.00                  |
| COMMERCIAL ACCOUNT  | 1        | \$0.00      | \$0.00                  |
| BCI CONTRACT 2 YEAR | 1        | \$0.00      | \$0.00                  |
| BCI CONTRACT 3 YEAR | 1        | \$0.00      | \$0.00                  |
| <b>*Total</b>       |          |             | <b>\$0.00</b>           |

\*Prices do not include taxes and fees.

**Current Services and Monthly charges At 1350 Starbuck St , Fullerton CA 92833**

| Description        | Quantity | Sales Price | Monthly Recurring Total |
|--------------------|----------|-------------|-------------------------|
| Erate Dis          | 1        | \$0.00      | \$0.00                  |
| Bc Plat VIP        | 1        | \$0.00      | \$0.00                  |
| Bcf WO Video       | 1        | \$0.00      | \$0.00                  |
| CTF DISCOUNT       | 1        | \$0.00      | \$0.00                  |
| COMMERCIAL ACCOUNT | 1        | \$0.00      | \$0.00                  |
| <b>*Total</b>      |          |             | <b>\$0.00</b>           |

\*Prices do not include taxes and fees.

**Current Services and Monthly charges At 400 E Hermosa Dr , Fullerton CA 92835**

| Description         | Quantity | Sales Price | Monthly Recurring Total |
|---------------------|----------|-------------|-------------------------|
| Erate Dis           | 1        | \$0.00      | \$0.00                  |
| Bc Plat VIP         | 1        | \$0.00      | \$0.00                  |
| Bcf WO Video        | 1        | \$0.00      | \$0.00                  |
| CTF DISCOUNT        | 1        | \$0.00      | \$0.00                  |
| COMMERCIAL ACCOUNT  | 1        | \$0.00      | \$0.00                  |
| BCI CONTRACT 2 YEAR | 1        | \$0.00      | \$0.00                  |
| BCI CONTRACT 3 YEAR | 1        | \$0.00      | \$0.00                  |
| <b>*Total</b>       |          |             | <b>\$0.00</b>           |

\*Prices do not include taxes and fees.

**Current Services and Monthly charges At 244 E Valencia Dr , Fullerton CA 92832**

| Description         | Quantity | Sales Price | Monthly Recurring Total |
|---------------------|----------|-------------|-------------------------|
| Erate Dis           | 1        | \$0.00      | \$0.00                  |
| Bc Plat VIP         | 1        | \$0.00      | \$0.00                  |
| CTF DISCOUNT        | 1        | \$0.00      | \$0.00                  |
| COMMERCIAL ACCOUNT  | 1        | \$0.00      | \$0.00                  |
| BCI CONTRACT 2 YEAR | 1        | \$0.00      | \$0.00                  |
| BCI CONTRACT 3 YEAR | 1        | \$0.00      | \$0.00                  |
| <b>*Total</b>       |          |             | <b>\$0.00</b>           |

\*Prices do not include taxes and fees.



**Current Services and Monthly charges At 517 N Raymond Ave , Fullerton CA 92831**

| Description         | Quantity | Sales Price | Monthly Recurring Total |
|---------------------|----------|-------------|-------------------------|
| Erate Dis           | 1        | \$0.00      | \$0.00                  |
| Bcf WO Video        | 1        | \$0.00      | \$0.00                  |
| CTF DISCOUNT        | 1        | \$0.00      | \$0.00                  |
| COMMERCIAL ACCOUNT  | 1        | \$0.00      | \$0.00                  |
| BCI CONTRACT 2 YEAR | 1        | \$0.00      | \$0.00                  |
| BCI CONTRACT 3 YEAR | 1        | \$0.00      | \$0.00                  |
| <b>*Total</b>       |          |             | <b>\$0.00</b>           |

\*Prices do not include taxes and fees.

**Current Services and Monthly charges At 700 S Richman Ave , Fullerton CA 92832**

| Description         | Quantity | Sales Price | Monthly Recurring Total |
|---------------------|----------|-------------|-------------------------|
| Erate Dis           | 1        | \$0.00      | \$0.00                  |
| Bc Plat VIP         | 1        | \$0.00      | \$0.00                  |
| Bcf WO Video        | 1        | \$0.00      | \$0.00                  |
| CTF DISCOUNT        | 1        | \$0.00      | \$0.00                  |
| COMMERCIAL ACCOUNT  | 1        | \$0.00      | \$0.00                  |
| BCI CONTRACT 2 YEAR | 1        | \$0.00      | \$0.00                  |
| BCI CONTRACT 3 YEAR | 1        | \$0.00      | \$0.00                  |
| <b>*Total</b>       |          |             | <b>\$0.00</b>           |

\*Prices do not include taxes and fees.

**Current Services and Monthly charges At 780 Beechwood Ave , Fullerton CA 92835**

| Description         | Quantity | Sales Price | Monthly Recurring Total |
|---------------------|----------|-------------|-------------------------|
| Erate Dis           | 1        | \$0.00      | \$0.00                  |
| Bc Plat VIP         | 1        | \$0.00      | \$0.00                  |
| Bcf WO Video        | 1        | \$0.00      | \$0.00                  |
| CTF DISCOUNT        | 1        | \$0.00      | \$0.00                  |
| COMMERCIAL ACCOUNT  | 1        | \$0.00      | \$0.00                  |
| BCI CONTRACT 2 YEAR | 1        | \$0.00      | \$0.00                  |
| BCI CONTRACT 3 YEAR | 1        | \$0.00      | \$0.00                  |
| <b>*Total</b>       |          |             | <b>\$0.00</b>           |

\*Prices do not include taxes and fees.

**Current Services and Monthly charges At 1401 W Valencia Dr , Fullerton CA 92833**

| Description        | Quantity | Sales Price | Monthly Recurring Total |
|--------------------|----------|-------------|-------------------------|
| Erate Dis          | 1        | \$0.00      | \$0.00                  |
| Bcf WO Video       | 1        | \$0.00      | \$0.00                  |
| CTF DISCOUNT       | 1        | \$0.00      | \$0.00                  |
| COMMERCIAL ACCOUNT | 1        | \$0.00      | \$0.00                  |
| <b>*Total</b>      |          |             | <b>\$0.00</b>           |

\*Prices do not include taxes and fees.

**Current Services and Monthly charges At 1710 Rosecrans Ave , Fullerton CA 92833**

| Description         | Quantity | Sales Price | Monthly Recurring Total |
|---------------------|----------|-------------|-------------------------|
| Erate Dis           | 1        | \$0.00      | \$0.00                  |
| Bc Plat VIP         | 1        | \$0.00      | \$0.00                  |
| Bcf WO Video        | 1        | \$0.00      | \$0.00                  |
| CTF DISCOUNT        | 1        | \$0.00      | \$0.00                  |
| COMMERCIAL ACCOUNT  | 1        | \$0.00      | \$0.00                  |
| BCI CONTRACT 2 YEAR | 1        | \$0.00      | \$0.00                  |
| BCI CONTRACT 3 YEAR | 1        | \$0.00      | \$0.00                  |
| <b>*Total</b>       |          |             | <b>\$0.00</b>           |

\*Prices do not include taxes and fees.

**Current Services and Monthly charges At 1700 E Wilshire Ave , Fullerton CA 92831**

| Description         | Quantity | Sales Price | Monthly Recurring Total |
|---------------------|----------|-------------|-------------------------|
| Erate Dis           | 1        | \$0.00      | \$0.00                  |
| Bc Plat VIP         | 1        | \$0.00      | \$0.00                  |
| CTF DISCOUNT        | 1        | \$0.00      | \$0.00                  |
| COMMERCIAL ACCOUNT  | 1        | \$0.00      | \$0.00                  |
| BCI CONTRACT 2 YEAR | 1        | \$0.00      | \$0.00                  |
| BCI CONTRACT 3 YEAR | 1        | \$0.00      | \$0.00                  |
| <b>*Total</b>       |          |             | <b>\$0.00</b>           |

\*Prices do not include taxes and fees.

**Current Services and Monthly charges At 1400 S Brookhurst Rd , Fullerton CA 92833**

| Description        | Quantity | Sales Price | Monthly Recurring Total |
|--------------------|----------|-------------|-------------------------|
| Erate Dis          | 1        | \$0.00      | \$0.00                  |
| Bc Plat VIP        | 1        | \$0.00      | \$0.00                  |
| Bcf WO Video       | 1        | \$0.00      | \$0.00                  |
| CTF DISCOUNT       | 1        | \$0.00      | \$0.00                  |
| COMMERCIAL ACCOUNT | 1        | \$0.00      | \$0.00                  |
| <b>*Total</b>      |          |             | <b>\$0.00</b>           |

\*Prices do not include taxes and fees.

**Current Services and Monthly charges At 1460 Rolling Hills Dr , Fullerton CA 92835**

| Description        | Quantity | Sales Price | Monthly Recurring Total |
|--------------------|----------|-------------|-------------------------|
| Erate Dis          | 1        | \$0.00      | \$0.00                  |
| Bc Plat VIP        | 1        | \$0.00      | \$0.00                  |
| CTF DISCOUNT       | 1        | \$0.00      | \$0.00                  |
| COMMERCIAL ACCOUNT | 1        | \$0.00      | \$0.00                  |
| <b>*Total</b>      |          |             | <b>\$0.00</b>           |

\*Prices do not include taxes and fees.

**Current Services and Monthly charges At 2200 E Commonwealth Ave , Fullerton CA 92831**

| Description         | Quantity | Sales Price | Monthly Recurring Total |
|---------------------|----------|-------------|-------------------------|
| Erate Dis           | 1        | \$0.00      | \$0.00                  |
| Bc Plat VIP         | 1        | \$0.00      | \$0.00                  |
| CTF DISCOUNT        | 1        | \$0.00      | \$0.00                  |
| COMMERCIAL ACCOUNT  | 1        | \$0.00      | \$0.00                  |
| BCI CONTRACT 2 YEAR | 1        | \$0.00      | \$0.00                  |
| BCI CONTRACT 3 YEAR | 1        | \$0.00      | \$0.00                  |
| <b>*Total</b>       |          |             | <b>\$0.00</b>           |

\*Prices do not include taxes and fees.

**Current Services and Monthly charges At 200 Kalmus Dr Unit PTP, Costa Mesa CA 92626**

| Description                  | Quantity | Sales Price | Monthly Recurring Total |
|------------------------------|----------|-------------|-------------------------|
| Bc Plat VIP                  | 1        | \$0.00      | \$0.00                  |
| Bcf WO Video                 | 1        | \$0.00      | \$0.00                  |
| COMMERCIAL ACCOUNT           | 1        | \$0.00      | \$0.00                  |
| BCI CONTRACT 2 YEAR          | 1        | \$0.00      | \$0.00                  |
| BCI CONTRACT 3 YEAR          | 1        | \$0.00      | \$0.00                  |
| BCF FIBER METRO E INTRASTATE | 1        | \$0.00      | \$0.00                  |
| <b>*Total</b>                |          |             | <b>\$0.00</b>           |

\*Prices do not include taxes and fees.

**Current Services and Monthly charges At 3441 W Valencia Dr , Fullerton CA 92833**

| Description         | Quantity | Sales Price | Monthly Recurring Total |
|---------------------|----------|-------------|-------------------------|
| Bcf WO Video        | 1        | \$0.00      | \$0.00                  |
| COMMERCIAL ACCOUNT  | 1        | \$0.00      | \$0.00                  |
| BCI CONTRACT 2 YEAR | 1        | \$0.00      | \$0.00                  |
| BCI CONTRACT 3 YEAR | 1        | \$0.00      | \$0.00                  |
| <b>*Total</b>       |          |             | <b>\$0.00</b>           |

\*Prices do not include taxes and fees.

**New and Revised Services and Monthly Charges At 1100 W Olive Ave , Fullerton CA 92833**

| Description           | Quantity | Sales Price | Monthly Recurring Total | Contract Term |
|-----------------------|----------|-------------|-------------------------|---------------|
| EPL Intrastate 1 Gbps | 1        | \$1,450.00  | \$1,450.00              | 60 Months     |
| <b>*Total</b>         |          |             | <b>\$1,450.00</b>       |               |

\*Prices do not include taxes and fees.

**New and Revised Services and Monthly Charges At 1200 N Acacia Ave , Fullerton CA 92831**

| Description           | Quantity | Sales Price | Monthly Recurring Total | Contract Term |
|-----------------------|----------|-------------|-------------------------|---------------|
| EPL Intrastate 1 Gbps | 1        | \$1,450.00  | \$1,450.00              | 60 Months     |
| <b>*Total</b>         |          |             | <b>\$1,450.00</b>       |               |

\*Prices do not include taxes and fees.

| New and Revised Services and Monthly Charges At 1350 Starbuck St , Fullerton CA 92833 |          |             |                         |               |
|---|----------|-------------|-------------------------|---------------|
| Description   | Quantity | Sales Price | Monthly Recurring Total | Contract Term |
| EPL Intrastate 1 Gbps   | 1        | \$1,450.00  | \$1,450.00              | 60 Months     |
| <b>*Total</b>   |          |             | <b>\$1,450.00</b>       |               |
| *Prices do not include taxes and fees.  |          |             |                         |               |

| New and Revised Services and Monthly Charges At 1400 S Brookhurst Rd , Fullerton CA 92833 |          |             |                         |               |
|---|----------|-------------|-------------------------|---------------|
| Description   | Quantity | Sales Price | Monthly Recurring Total | Contract Term |
| EPL Intrastate 1 Gbps   | 1        | \$1,450.00  | \$1,450.00              | 60 Months     |
| <b>*Total</b>   |          |             | <b>\$1,450.00</b>       |               |
| *Prices do not include taxes and fees.  |          |             |                         |               |

| New and Revised Services and Monthly Charges At 1400 W Fern Dr , Fullerton CA 92833 |          |             |                         |               |
|---|----------|-------------|-------------------------|---------------|
| Description   | Quantity | Sales Price | Monthly Recurring Total | Contract Term |
| EPL Intrastate 1 Gbps   | 1        | \$1,450.00  | \$1,450.00              | 60 Months     |
| <b>*Total</b>   |          |             | <b>\$1,450.00</b>       |               |
| *Prices do not include taxes and fees.  |          |             |                         |               |

| New and Revised Services and Monthly Charges At 1460 Rolling Hills Dr , Fullerton CA 92835 |          |             |                         |               |
|--|----------|-------------|-------------------------|---------------|
| Description  | Quantity | Sales Price | Monthly Recurring Total | Contract Term |
| EPL Intrastate 1 Gbps  | 1        | \$1,450.00  | \$1,450.00              | 60 Months     |
| <b>*Total</b>  |          |             | <b>\$1,450.00</b>       |               |
| *Prices do not include taxes and fees.   |          |             |                         |               |

| New and Revised Services and Monthly Charges At 1700 E Wilshire Ave , Fullerton CA 92831 |          |             |                         |               |
|--|----------|-------------|-------------------------|---------------|
| Description  | Quantity | Sales Price | Monthly Recurring Total | Contract Term |
| EPL Intrastate 1 Gbps  | 1        | \$1,450.00  | \$1,450.00              | 60 Months     |
| <b>*Total</b>  |          |             | <b>\$1,450.00</b>       |               |
| *Prices do not include taxes and fees.   |          |             |                         |               |

| New and Revised Services and Monthly Charges At 1710 Rosecrans Ave , Fullerton CA 92833 |          |             |                         |               |
|---|----------|-------------|-------------------------|---------------|
| Description   | Quantity | Sales Price | Monthly Recurring Total | Contract Term |
| EPL Intrastate 1 Gbps   | 1        | \$1,450.00  | \$1,450.00              | 60 Months     |
| <b>*Total</b>   |          |             | <b>\$1,450.00</b>       |               |
| *Prices do not include taxes and fees.  |          |             |                         |               |

| New and Revised Services and Monthly Charges At 2030 Sunset Ln , Fullerton CA 92833 |          |             |                         |               |
|---|----------|-------------|-------------------------|---------------|
| Description   | Quantity | Sales Price | Monthly Recurring Total | Contract Term |
| EPL Intrastate 1 Gbps   | 1        | \$1,450.00  | \$1,450.00              | 60 Months     |
| <b>*Total</b>   |          |             | <b>\$1,450.00</b>       |               |
| *Prices do not include taxes and fees.  |          |             |                         |               |

**New and Revised Services and Monthly Charges At 2200 E Commonwealth Ave , Fullerton CA 92831**

| Description                            | Quantity | Sales Price | Monthly Recurring Total | Contract Term |
|--|----------|-------------|-------------------------|---------------|
| EPL Intrastate 1 Gbps                  | 1        | \$1,450.00  | \$1,450.00              | 60 Months     |
| <b>*Total</b>                          |          |             | <b>\$1,450.00</b>       |               |
| *Prices do not include taxes and fees. |          |             |                         |               |

**New and Revised Services and Monthly Charges At 244 E Valencia Dr , Fullerton CA 92832**

| Description                            | Quantity | Sales Price | Monthly Recurring Total | Contract Term |
|--|----------|-------------|-------------------------|---------------|
| EPL Intrastate 1 Gbps                  | 1        | \$1,450.00  | \$1,450.00              | 60 Months     |
| <b>*Total</b>                          |          |             | <b>\$1,450.00</b>       |               |
| *Prices do not include taxes and fees. |          |             |                         |               |

**New and Revised Services and Monthly Charges At 300 Laguna Rd , Fullerton CA 92835**

| Description                            | Quantity | Sales Price | Monthly Recurring Total | Contract Term |
|--|----------|-------------|-------------------------|---------------|
| EPL Intrastate 1 Gbps                  | 1        | \$1,450.00  | \$1,450.00              | 60 Months     |
| <b>*Total</b>                          |          |             | <b>\$1,450.00</b>       |               |
| *Prices do not include taxes and fees. |          |             |                         |               |

**New and Revised Services and Monthly Charges At 3441 W Valencia Dr , Fullerton CA 92833**

| Description                            | Quantity | Sales Price | Monthly Recurring Total | Contract Term |
|--|----------|-------------|-------------------------|---------------|
| EPL Intrastate 1 Gbps                  | 1        | \$1,450.00  | \$1,450.00              | 60 Months     |
| <b>*Total</b>                          |          |             | <b>\$1,450.00</b>       |               |
| *Prices do not include taxes and fees. |          |             |                         |               |

**New and Revised Services and Monthly Charges At 400 E Hermosa Dr , Fullerton CA 92835**

| Description                            | Quantity | Sales Price | Monthly Recurring Total | Contract Term |
|--|----------|-------------|-------------------------|---------------|
| EPL Intrastate 1 Gbps                  | 1        | \$1,450.00  | \$1,450.00              | 60 Months     |
| <b>*Total</b>                          |          |             | <b>\$1,450.00</b>       |               |
| *Prices do not include taxes and fees. |          |             |                         |               |

**New and Revised Services and Monthly Charges At 455 W Baker Ave , Fullerton CA 92832**

| Description                            | Quantity | Sales Price | Monthly Recurring Total | Contract Term |
|--|----------|-------------|-------------------------|---------------|
| EPL Intrastate 1 Gbps                  | 1        | \$1,450.00  | \$1,450.00              | 60 Months     |
| <b>*Total</b>                          |          |             | <b>\$1,450.00</b>       |               |
| *Prices do not include taxes and fees. |          |             |                         |               |

**New and Revised Services and Monthly Charges At 517 N Raymond Ave , Fullerton CA 92831**

| Description                            | Quantity | Sales Price | Monthly Recurring Total | Contract Term |
|--|----------|-------------|-------------------------|---------------|
| EPL Intrastate 1 Gbps                  | 1        | \$1,450.00  | \$1,450.00              | 60 Months     |
| <b>*Total</b>                          |          |             | <b>\$1,450.00</b>       |               |
| *Prices do not include taxes and fees. |          |             |                         |               |

| New and Revised Services and Monthly Charges At 700 S Richman Ave , Fullerton CA 92832 |          |             |                         |               |
|--|----------|-------------|-------------------------|---------------|
| Description  | Quantity | Sales Price | Monthly Recurring Total | Contract Term |
| EPL Intrastate 1 Gbps  | 1        | \$1,450.00  | \$1,450.00              | 60 Months     |
| <b>*Total</b>  |          |             | <b>\$1,450.00</b>       |               |
| *Prices do not include taxes and fees.   |          |             |                         |               |

| New and Revised Services and Monthly Charges At 732 Barris Dr , Fullerton CA 92832 |          |             |                         |               |
|--|----------|-------------|-------------------------|---------------|
| Description  | Quantity | Sales Price | Monthly Recurring Total | Contract Term |
| EPL Intrastate 1 Gbps  | 1        | \$1,450.00  | \$1,450.00              | 60 Months     |
| <b>*Total</b>  |          |             | <b>\$1,450.00</b>       |               |
| *Prices do not include taxes and fees.   |          |             |                         |               |

| New and Revised Services and Monthly Charges At 780 Beechwood Ave , Fullerton CA 92835 |          |             |                         |               |
|--|----------|-------------|-------------------------|---------------|
| Description  | Quantity | Sales Price | Monthly Recurring Total | Contract Term |
| EPL Intrastate 1 Gbps  | 1        | \$1,450.00  | \$1,450.00              | 60 Months     |
| <b>*Total</b>  |          |             | <b>\$1,450.00</b>       |               |
| *Prices do not include taxes and fees.   |          |             |                         |               |

| New and Revised Services and Monthly Charges At 1401 W Valencia Dr , Fullerton CA 92833 |          |             |                         |               |
|---|----------|-------------|-------------------------|---------------|
| Description   | Quantity | Sales Price | Monthly Recurring Total | Contract Term |
| Ethernet EPL HUB  | 1        | \$0.00      | \$0.00                  | 60 Months     |
| <b>*Total</b>   |          |             | <b>\$0.00</b>           |               |
| *Prices do not include taxes and fees.  |          |             |                         |               |

**Special Terms**

The services, products, prices and terms identified on this Service Order constitute Time Warner Cable's offer to provide such services on such terms. Until Customer has accepted this offer by signing as appropriate below, Time Warner Cable reserves the right to rescind this offer at any time, at its sole discretion.

The Agreement shall be renewable for successive terms unless at least thirty (30) days prior to the expiration of the then current term, either party notifies the other party of such party's intent not to renew this Agreement. Agreement term and corresponding monthly billing will commence on actual service installation date. Cable television and Work-at-home services are subject to annual price change.

The Contract Term of the Service Order dated February 8, 2012 shall remain in place, and the parties shall perform their respective obligations thereunder, through June 30, 2017. This Service Order shall become effective on July 1, 2015 and shall expire on June 30, 2017.

Upgrade from 500Mbps to 1Gbps.

Fullerton USD can upgrade the speeds without changing the term or end date of the contract. Only additional monthly charges will apply to any upgrades.

ERATE T&C


With respect to any Services for which Customer will seek any discounts under the E-Rate Program administered by the Schools and Libraries Division of the Universal Administrative Company (USAC) or the California Teleconnect Fund (collectively, the "Discounts"), Customer acknowledges that TWC will not begin installation of any TWC Equipment or otherwise incur costs to provide such Services under a Service Order unless and until Customer notifies TWC that either (i) Customer has received confirmation of applicable Discounts or (ii) Customer elects to pay the Gross Monthly Service Charges set forth on the Service Order in full.

If Customer and any Services purchased under this Master Agreement are eligible for Discounts, then as a courtesy to Customer, TWC will submit invoices to Customer net of Discounts and bill the balance to the government agencies administering the Discounts, all as set forth on the applicable Service Order. Customer shall apply for all applicable Discounts for each year of the Term and provide to TWC satisfactory evidence of the continuation of each Discount for such years. If TWC does not receive such confirmation, then TWC shall have the right to bill the Gross Monthly Service Charges for the applicable Services to Customer.

Notwithstanding anything to the contrary at Section 11 of the Terms and Conditions, if, after the initial award of a Discount and TWC has provisioned a Service, any Discount for a subsequent year is reduced, eliminated, or otherwise not available, then Customer shall promptly notify TWC in writing that it, or the end user school district, is no longer eligible to receive the Discount and that such ineligibility did not result from any act or failure by Customer or the school districts using the Services. This Master Agreement shall remain in full force and effect and Customer shall continue to pay TWC an amount equal to the Service Charges, plus applicable taxes and fees, less an amount equivalent to the Discount. TWC shall continue to provide the Services, but may, in its sole discretion, reduce the bandwidth provided to the Customer, or the end user school district, to account for the decreased amount being paid for the Services. Customer shall, and shall cause the school districts to, use their best efforts to reinstate all applicable Discounts or find another source of funds to ensure that TWC receives the total Service Charges anticipated for the applicable Initial Order Term.

**Electronic Signature Disclosure**

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.



Authorized Signature for Time Warner Cable Enterprises LLC

Authorized Signature for Customer

Printed Name and Title

Mike Leonard, VP Sales

Printed Name and Title

Date Signed

2-4-15

Date Signed



CONSENT ITEM

**DATE:** February 17, 2015

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

**FROM:** Emy Flores, Assistant Superintendent, Educational Services

**PREPARED BY:** Jay McPhail, Chief Technology Officer, Technology and Media Services

**SUBJECT:** APPROVE THE AUTHORIZATION TO ORDER (ATO) TO MOVE FROM THE CURRENT CALNET II CONTRACT EXTENSION FOR BASIC TELEPHONE SERVICE TO THE CALNET III CONTRACT BEGINNING JULY 1, 2015

Background: Currently the Fullerton School District uses AT&T for its local and long distance telephone system. On March 12, 2013 the Board approved a contract extension between the Fullerton School District and AT&T that would guarantee current CALNET II pricing until June 30 2015. At the time the CALNET II contract was set to expire on January 29, 2014 and the State had not yet declared a winner for CALNET III.

Rationale: Since then the State has declared AT&T the winner of CALNET III as they had the lowest pricing.

Funding: The cost of the contract is paid from the Unrestricted General Fund.

Recommendation: Approve the Authorization To Order (ATO) to move from the current CALNET II Contract extension for basic telephone service to the CALNET III Contract beginning July 1, 2015.

EF:JM:kv  
Attachment

## AUTHORIZATION TO ORDER UNDER STATE CONTRACT

AT&T and the State of California ("State") have entered into a Contract for CALNET 3 Statewide Contract A (SWC-A), **C3-A-12-10-TS-01**, for the following Subcategories and terms. The State may, at its sole option, elect to extend the Contract term for up to the number of additional periods of one (1) year each as indicated below.

| <u>Subcategory</u>               | <u>Contract Award</u> | <u>Contract End</u> | <u>1 year<br/>Optional<br/>Extensions</u> |
|----------------------------------|-----------------------|---------------------|---|
| 1.1 Dedicated Transport          | November 15, 2013     | June 30, 2018       | 2   |
| 1.2 MPLS, VPN and Converged VoIP | November 15, 2013     | June 30, 2018       | 2   |
| 1.3 Standalone VoIP              | November 15, 2013     | June 30, 2018       | 2   |
| 1.4 Long Distance Calling        | November 15, 2013     | June 30, 2018       | 2   |
| 1.5 Toll-Free Calling            | November 15, 2013     | June 30, 2018       | 2   |
| 1.6 Legacy Telecommunications    | November 15, 2013     | June 30, 2017       | 3   |

Pursuant to the Contract, which is incorporated herein by reference, any public agency, as defined in Government Code section 11541, is allowed to order services and products ("Services") solely as set forth in the Contract.

A non-State public Entity (herein "Non-State Entity") shall also be required to complete and submit this Authorization to Order (ATO) Under State Contract prior to ordering Services. A description of the Service(s), applicable rates and charges and the specific terms and conditions under which the Service(s) will be provided to a Non-State Entity are fully set forth in the Contract. Access to the Contract is available at <http://marketing.dts.ca.gov/calnet3/>.

**FULLERTON ELEMENTARY SCHOOL DI** ("Non-State Entity") desires to order Service(s), and Contractor agrees to provide such Service(s), as identified in the State of California, Telecommunications Service Request (Form. 20), pursuant to the terms and conditions and rates contained in the Contract.

#### E-Rate Customers

Only complete if applying for E-Rate funding:

**FULLERTON ELEMENTARY SCHOOL** intends to seek Universal Service Funding (E-Rate) for eligible services provided under this ATO.

The Service(s) ordered under this ATO shall commence on **7-1-15** ("Service Date"). Upon the Service Date, this ATO supersedes and replaces any applicable serving arrangements between Contractor and Non-State Agency for the Service(s) being ordered under this ATO.

This ATO shall become effective upon execution by Non-State Entity, Contractor, and the Office of Technology Services, Statewide Telecommunications and Network Division (OTech/STND). No Service(s) shall be ordered by Non-State Entity or provided by Contractor until this ATO has been executed by both parties and approved by OTech/STND.

By executing this ATO, Non-State Entity agrees to subscribe to the selected services, and Contractor agrees to provide selected services, in accordance with the terms and conditions of this ATO and the Contract. Upon execution of this ATO by Non-State Entity and Contractor, Contractor shall deliver this ATO to OTech/STND for review and approval. The State may, at its sole discretion, revoke any applicable previously approved ATO.

The OTech/STND will provide Contract management and oversight, and upon request by the Non-State Entity or Contractor, will advocate resolving any Contract service issues. The ATO, and any resulting Form 20, is a Contract between the Non-State Entity and the Contractor. The State will not represent the Non-State Entity in resolution of litigated disputes between the parties.

Non-State Entity may terminate this ATO, for specific Service(s) or in total, prior to termination of the Contract, by providing the Contractor with thirty (30) calendar days' of written notice of cancellation. This ATO shall not exceed the term of the CALNET 3 Contract.

Non-State Entity, upon execution of this ATO, certifies that Non-State Entity understands that Contractor and the State may, from time to time and without Non-State Entity's consent, amend the terms and conditions of the Contract thereby affecting the terms of service Non-State Entity receives from Contractor.

Non-State Entity, upon execution of this ATO, certifies that it has reviewed the terms and conditions, including the rates and charges, of the Contract.

Non-State Entity, upon execution of this ATO, certifies the Non-State Entity understands that billing invoices for Service(s) subscribed to under the Contract are subject to review and/or audit by the State, pursuant to provisions of the Contract.

All Service(s) ordered under this ATO will be submitted using the Form 20, signed by the Non-State Entity's authorized signatory. Any additions or deletions to Service(s) shall likewise be accomplished by submission of a Form 20, noting changes. The Non-State Entity understands that Form 20s are subject to review by the CALNET 3 CMO to ensure contract compliance.

Non-State Entity, upon execution of this ATO, certifies the Non-State Entity understands that the Contractor shall provide CALNET 3 CMO all data, reports, and access to trouble tickets for Service(s) subscribed to under the Contract, pursuant to provisions of the Contract.

Non-State Entity may, by placing Service orders issued by its duly authorized representative with Contractor, order any of the Service(s) listed in the Contract and selected below. Contractor shall bill Non-State Entity, and Non-State Entity shall pay Contractor according to the terms and conditions and rates set forth in the Contract for such Service(s).

Whenever any notice or demand is given under this Contract to Contractor or Non-State Entity, the notice shall be in writing and addressed to the following:

**Non-State Entity:**

|                                      |
|--------------------------------------|
| FULLERTON ELEMENTARY SCHOOL DISTRICT |
| 1401 W. Valencia Dr.                 |
| Fullerton, CA 92833                  |
| Attn: Robert Pletka Superintendent   |
| (714) 447-7483                       |
| sam_ricchio@fullertonsd.org          |

**Contractor:**

AT&T  
 2700 Watt Avenue, Room 1213  
 Sacramento, CA 95821  
 Attn: Contract Program Manager

Notices delivered by overnight courier service shall be deemed delivered on the day following mailing. Notices mailed by U.S. Mail, postage prepaid, registered or certified with return receipt requested, shall be deemed delivered five (5) State business days after mailing. Notices delivered by any other method shall be deemed given upon receipt.

IN WITNESS WHEREOF, the parties hereto have caused this ATO to be executed on the date shown below by their respective duly authorized representatives:

| <b>NON-STATE ENTITY</b>   | <b>CONTRACTOR</b>                               |
|---|---|
| <b>By: Authorized Signature</b>   | <b>By: Authorized Signature</b>                 |
| <b>Printed Name and Title of Person Signing</b><br>Robert Pletka Superintendent | <b>Printed Name and Title of Person Signing</b> |
| <b>Date Signed:</b>   | <b>Date Signed:</b>                             |

Approved By:  
 State of California  
 Department of Technology,  
 Statewide Telecommunications and Network Division

|   |
|---|
| <b>By: Authorized Signature</b>                 |
| <b>Printed Name and Title of Person Signing</b> |
| <b>Date Signed:</b>                             |

**FULLERTON ELEMENTARY SCHOOL DI**

Select services for

| <b><u>AT&amp;T C3-A-12-10-TS-01</u></b> |   |                          |
|---|---|--------------------------|
| <b>Selected Services</b>                | <b>Dedicated Transport<br/>Subcategory 1.1</b>                              | <b>Customer Initials</b> |
| <input type="checkbox"/>                | Carrier DS0 Service   |                          |
| <input checked="" type="checkbox"/>     | Carrier DS1 Service   |                          |
| <input type="checkbox"/>                | Carrier DS3 Service   |                          |
| <input checked="" type="checkbox"/>     | ISDN Primary Rate Interface Service   |                          |
| <input type="checkbox"/>                | Extended Demarcation Wiring Service   |                          |
| <input type="checkbox"/>                | Services Related Hourly Support   |                          |
| <b>Selected Services</b>                | <b>Multi-Protocol Label Switching (MPLS)<br/>Subcategory 1.2</b>            | <b>Customer Initials</b> |
| <input type="checkbox"/>                | MPLS Port Transport Speed Service   |                          |
| <input type="checkbox"/>                | MPLS Port & Access Bundled Transport Speed Service                          |                          |
| <input type="checkbox"/>                | MPLS Port, Access & Router Bundled Transport Speed Service                  |                          |
| <input type="checkbox"/>                | MPLS Port, Access & Router Bundled On-Net Transport Speed Service           |                          |
| <input type="checkbox"/>                | MPLS Port, Access & Router Bundled Off-Net Transport Speed Service          |                          |
| <input type="checkbox"/>                | MPLS Port, Access & Router Bundled Ethernet On-Net Transport Speed Service  |                          |
| <input type="checkbox"/>                | MPLS Port, Access & Router Bundled Ethernet Off-Net Transport Speed Service |                          |
| <input type="checkbox"/>                | Converged VoIP Service  |                          |
| <input type="checkbox"/>                | Converged Voice Mail Service  |                          |
| <input type="checkbox"/>                | Audio Conferencing Service  |                          |
| <input type="checkbox"/>                | Session Initiated Protocol (SIP) Trunking Service                           |                          |
| <input type="checkbox"/>                | Extended Demarcation Wiring Services  |                          |
| <input type="checkbox"/>                | Services Related Hourly Support   |                          |
| <b>Selected Services</b>                | <b>Standalone Voice over Internet Protocol (VoIP)<br/>Subcategory 1.3</b>   | <b>Customer Initials</b> |
| <input type="checkbox"/>                | Standalone VoIP Service   |                          |
| <input type="checkbox"/>                | VoIP Voice Mail Service   |                          |
| <input type="checkbox"/>                | Audio Conferencing Service  |                          |
| <input type="checkbox"/>                | Extended Demarcation Wiring Services  |                          |
| <input type="checkbox"/>                | Services Related Hourly Support   |                          |

| Selected Services                   | Long Distance Calling<br>Subcategory 1.4       | Customer Initials |
|-------------------------------------|--|-------------------|
| <input type="checkbox"/>            | Long Distance Network Access Transport Service |                   |
| <input type="checkbox"/>            | Long Distance Domestic Calling Service         |                   |
| <input type="checkbox"/>            | Long Distance International Calling Service    |                   |
| <input type="checkbox"/>            | Calling Cards                                  |                   |
| <input type="checkbox"/>            | Operator Services                              |                   |
| <input type="checkbox"/>            | Audio Conferencing Service                     |                   |
| <input type="checkbox"/>            | Extended Demarcation Wiring Services           |                   |
| <input type="checkbox"/>            | Services Related Hourly Support                |                   |
| Selected Services                   | Toll Free Calling<br>Subcategory 1.5           | Customer Initials |
| <input type="checkbox"/>            | Toll Free Network Access Transport Service     |                   |
| <input type="checkbox"/>            | Toll Free Domestic Service                     |                   |
| <input type="checkbox"/>            | International Toll Free Service                |                   |
| <input type="checkbox"/>            | Extended Demarcation Wiring Services           |                   |
| <input type="checkbox"/>            | Services Related Hourly Support                |                   |
| Selected Services                   | Legacy Telecommunications<br>Subcategory 1.6   | Customer Initials |
| <input checked="" type="checkbox"/> | Business Access Line Service                   |                   |
| <input checked="" type="checkbox"/> | Central Office Exchange Service                |                   |
| <input type="checkbox"/>            | Central Office Trunk Service                   |                   |
| <input type="checkbox"/>            | Intra-LATA Calling                             |                   |
| <input type="checkbox"/>            | Locally Based Automatic Call Distributor (ACD) |                   |
| <input checked="" type="checkbox"/> | Voice Mail Services                            |                   |
| <input checked="" type="checkbox"/> | Analog Service                                 |                   |
| <input type="checkbox"/>            | ISDN Basic Rate Interface (BRI) Service        |                   |
| <input type="checkbox"/>            | Frame Relay Service                            |                   |
| <input type="checkbox"/>            | Asynchronous Transfer Mode (ATM) Service       |                   |
| <input type="checkbox"/>            | Extended Demarcation Wiring Services           |                   |
| <input type="checkbox"/>            | Station Wiring                                 |                   |
| <input type="checkbox"/>            | Services Related Hourly Support                |                   |



## E-rate Rider

### ATTACHMENT TO CALNET 3 - Attachment 4- Authorization to Order (ATO) ("Agreement") FOR SERVICES AND/OR PRODUCTS SUBJECT TO UNIVERSAL SERVICES ("E-RATE") FUNDING

This Attachment ("Attachment"), entered into by AT&T Corp ("AT&T") and Fullerton Elementary School District ("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to the Agreement. This Attachment shall have the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment shall control.

### TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

Customer may seek funding through the Federal Universal Service Fund program known as "E-Rate" for some or all of the Services or Service Components purchased under the Agreement. E-Rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC") (Sometimes collectively or individually referred to herein as "USAC/SLD"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-Rate program. Both Parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E-Rate program. The Parties further agree:

- 1. Reimbursement of USAC/SLD.** If USAC/SLD seeks reimbursement from AT&T of E-Rate funds as a result of Customer's failure to comply with the E-Rate rules or regulations, including Customer delays in submitting required forms or contracts; or, if USAC/SLD determines that Services which it had previously approved for discounts are not eligible and funds must be returned (a "ComAd") (other than as the result of AT&T's failure to comply with the E-Rate requirements), then Customer shall reimburse AT&T for any such funds AT&T must return to USAC/SLD within ninety (90) days of notice from USAC/SLD seeking reimbursement. In addition, Customer agrees and acknowledges that a determination of ineligibility does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees.
- 2. Eligibility of Products and Services.** The eligibility or ineligibility of products or services for E-Rate funding is solely the responsibility of the USAC/SLD and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.
- 3. Service Substitutions.** Customer acknowledges that USAC/SLD funding commitments are based upon the products, services and locations set forth in the Form 471 and that any modification to the products and services and/or the locations at which the products or services are to be installed and/or provided, requires Customer to file a service substitution with USAC/SLD, seeking permission to receive alternative service or receive the service to an alternative location. If Customer intends to make any such service substitutions, then Customer agrees to pursue them, and file any and all requisite documentation, diligently. AT&T will provide Services and Service Components only as approved by the SLD and may suspend activities pending approval of service substitution requests.
- 4. Requested Information.** If requested, Customer will promptly provide AT&T with final copies of the following E-Rate-related materials (including all attachments) prepared by or for Customer: (i) Form 471 and Item 21 Attachment; if appropriate, (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and, (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Services on those orders.
- 5. Representations, Warranties and Indemnities.** Each Party represents and warrants that it has and will comply with all laws and the requirements applicable to the E-Rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each Party agrees to indemnify and hold harmless the other Party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party claims (including FCC or USAC/SLD claims) and related loss, liability, damage and expense (including reasonable attorney's fees) arising out of the indemnifying Party's violation of the E-Rate Requirements or breach of the representations, warranties, and terms contained in this Attachment.

**CONFIDENTIAL INFORMATION**

1 of 3

*This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.*



## E-rate Rider

6. **Non-Appropriations.** By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with AT&T to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

### Customer Must Choose A or B

A.)  [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

**CUSTOMER DIRECTS AT&T TO COMMENCE OR CONTINUE SERVICES EVEN IF FUNDING COMMITMENT DECISION LETTER ("FCDL") HAS NOT BEEN RECEIVED FROM USAC/SLD. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR USAC/SLD COMMITMENT IS NOT RECEIVED.**

1. Scope: *Customer desires that Services commence on or about July 1 unless a different date is inserted here INSERT DATE* . Customer intends to seek funding from the USAC/SLD, but acknowledges that it may not receive an FCDL prior to this date and that it is possible that USAC/SLD may not approve funding or may delay its decision.

2. E-rate Funding Delay or Denial; CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS THAT ARE PROVIDED UNDER THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

Customer should refer to the E-Rate Rules and Regulations regarding USAC/SLD payments for eligible services delivered after the beginning of the E-Rate year (July 1st) but before receipt of an FCDL.

B.)  [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

**SERVICES WILL NOT COMMENCE AND/OR EQUIPMENT WILL NOT SHIP UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES AND/OR EQUIPMENT IS DENIED, AGREEMENT WILL TERMINATE AS TO THOSE SERVICES AND/OR EQUIPMENT UNLESS AND UNTIL A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.**

1. Scope: Customer agrees to use best efforts to obtain funding from the USAC/SLD AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections (IC), a verification of Form 486 approval by the USAC/SLD. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.

2. Funding Denial Agreement Termination; if a funding request is denied by the USAC/SLD, the Agreement, with respect to such Service(s) and/or equipment, shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30<sup>th</sup> day following the final appeal of such denial, and Customer will not incur termination liability. In the event Services and/or equipment are to be provided

**CONFIDENTIAL INFORMATION**

2 of 3

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## E-rate Rider

pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement.

3. IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES AT&T TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM THE USAC/SLD, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE. Upon execution of the Replacement Attachment, the Parties will mutually agree upon a Service Commencement Date.

This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC/SLD after commencement of Service

Customer acknowledges its obligation to designate the method by which it will receive E-Rate discounts. With respect to each discount method, Customer agrees as follows:

Billed Entity Application Reimbursement ("BEAR") – Form 472:

Customer agrees to submit to AT&T complete and accurate BEAR – Form 472 requests for certification at least five (5) business days prior to the FCC Invoice Deadline date for the Funding Request Number(s) ("FRN") being submitted on that Form 472. AT&T cannot ensure that the Form 472 will be reviewed prior to the deadline if not received at least five (5) business days prior. Upon receipt of USAC/SLD check in the amount of the certified Form 472, AT&T will remit payment to Customer within twenty (20) business days after receipt of payment from USAC/SLD. It is solely Customer's responsibility to ensure the accuracy of this submission and the amounts sought to be recovered through the E-Rate program.

Service Provider Invoice form - ("SPI") – Form 474:

After AT&T has received notification of approved funding, an approved Form 486, and Customer has confirmed the appropriate Billed Accounts to be discounted per Funding Request Number, AT&T will then provide E-rate program discounts and will file a Form 474 SPI. Customer agrees to promptly submit any AT&T or USAC/SLD Forms needed to support requests for payment of Services rendered. In the event SLD denies payment, Customer will be responsible for repayment of all funds provided to Customer by AT&T associated with this process.

**FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.**

THIS ATTACHMENT REPLACES THE E-RATE RIDER ATTACHMENT BETWEEN THE PARTIES DATED <Date of Original e-Rate Rider Attachment>.

SO AGREED by the Parties' respective authorized signatories:

Insert E-Rate Billed Entity Number (BEN): 143792

|   |  |
|---|--|
| <b>Fullerton Elementary School District</b> | <b>List AT&amp;T party from Agreement ("AT&amp;T")</b> |
| <i>Customer Signature:</i>                  | <i>AT&amp;T Signature:</i>                             |
| Print Name: <b>Bob Pletka</b>               | Print Name:  |
| Title: <b>Superintendent</b>                | Title:   |
| Date:                                       | Date:  |

**CONFIDENTIAL INFORMATION**

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CONSENT ITEM

**DATE:** February 17, 2015

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

**FROM:** Emy Flores, Assistant Superintendent, Educational Services

**PREPARED BY:** Jay McPhail, Chief Technology Officer, Technology and Media Services

**SUBJECT:** **APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND CARAHSOFT TECHNOLOGY CORP. FOR 2015-2017 MULTI YEAR CONTRACT**

Background: Currently the Fullerton School District uses multiple separate databases and programs that collect and manage critical data. Each system is critical but separate and unique programs that require moving to a native database, i.e., one program, or building a data overlay at the Application Program Interface (API). Carahsoft provides an API overlay that will allow data to flow to and from each database in an effective and efficient manner.

Rationale: The cost of moving to a native system is both time and cost prohibitive. The process and software provided by Carahsoft will enable FSD to populate and manage critical business and student related databases that tie directly to State funding, testing and mandated reporting processes.

Funding: Cost not to exceed \$57,937.88 and is to be paid from the Unrestricted General Fund.

Recommendation: Approve Agreement between Fullerton School District and Carahsoft Technology Corp. for 2015-2017 Multi Year Contract.

EF:JM:kv  
Attachment

TO: Jay McPhail  
 Fullerton School District  
 1401 W. Valencia Dr.  
 Fullerton, CA 92833

FROM: Jenna Hampton  
 Carahsoft Technology Corp.  
 12369 Sunrise Valley Drive  
 Suite D2  
 Reston, VA 20191

EMAIL: jay\_mcphail@fullertonsd.org

EMAIL: Jenna.Hampton@carahsoft.com

PHONE: (714) 447-7478 FAX:

PHONE: (703) 889-9726 FAX: (703) 871-8505

TERMS: Contract Number: CMAS # 3-12-70-2247E  
 Term: 12/20/2011 - 3/31/2017  
 Delivery: 30 Days ARO  
 Payment Terms: Net 45  
 Credit Cards: Cal-Card Accepted  
 Delivery: FOB Destination  
 Tax: State Sales Tax as Required  
 Business Size: Large  
 Sales Tax May Apply

QUOTE NO: 5940620  
 QUOTE DATE: 12/16/2014  
 QUOTE EXPIRES: 01/31/2015  
 RFQ NO:  
 SHIPPING: GROUND  
 TOTAL PRICE: \$57,937.88

TOTAL QUOTE: \$57,937.88

| LINE NO.     | PART NO.              | DESCRIPTION   | LIST PRICE | QUOTE PRICE | QTY | EXTENDED PRICE |
|--------------|-----------------------|---|------------|-------------|-----|----------------|
| 1            | 654-RI-EDU-SILVER-SUB | RAPiDiDENTiTY Silver Bundle for Edu -<br>Subscription Identity Automation - RI-EDU-<br>SILVER-SUB | \$4.12     | \$4.07      | 918 | \$3,736.26     |
| 2            | 654-SUPT-05           | 5 Incident Support Pack Identity Automation -<br>SUPT-05  | \$1,581.25 | \$1,561.34  | 1   | \$1,561.34     |
| 3            | 654-DSS-EDU-ALC-SUB   | DSS Adapter A-La-Carte for Education -<br>Subscription Identity Automation - DSS-EDU-<br>ALC-SUB  | \$1.75     | \$1.73      | 918 | \$1,588.14     |
| 4            | 654-DSS-EDU-ALC-SUB   | DSS Adapter A-La-Carte for Education -<br>Subscription Identity Automation - DSS-EDU-<br>ALC-SUB  | \$1.75     | \$1.73      | 918 | \$1,588.14     |
| 5            | 654-SVCS-HR           | Professional Services Per Hour Identity<br>Automation - SVCS-HR                                   | \$208.73   | \$206.10    | 240 | \$49,464.00    |
| SUBTOTAL:    |                       |   |            |             |     | \$57,937.88    |
| TOTAL PRICE: |                       |   |            |             |     | \$57,937.88    |
| TOTAL QUOTE: |                       |   |            |             |     | \$57,937.88    |

CONSENT ITEM

**DATE:** February 17, 2015

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

**FROM:** Emy Flores, Assistant Superintendent, Educational Services

**PREPARED BY:** Jay McPhail, Chief Technology Officer, Technology and Media Services

**SUBJECT:** **APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND RESILIENT COMMUNICATIONS BEGINNING JULY 1, 2015 THROUGH JUNE 30, 2016 FOR THE PURCHASE OF REPLACEMENT END-OF-LIFE NETWORK SWITCHES**

Background: Fullerton School District has CISCO network equipment at the core of all our schools most of which were purchased during modernization. The equipment is out of warranty and no longer supported by CISCO. It provides connectivity from the main distribution frame (MDF) to all of the schools independent distribution frames (IDFs)

Rationale: The equipment is critical to the function of the data network and is where all data from the segments of the school is aggregated before being sent to the District office. All schools will require that this equipment be installed.

Funding: The total cost for this Agreement beginning July 1, 2015 and ending June 30, 2016 is \$345,600, and 60% of the cost will be covered by eRate funding. The District will only be billed for the non-funded portion. The contract is completely dependent on eRate funding approval. If the District is denied funding, the contract is null and void and nothing will be owed by the Fullerton School District. The balance of the non-funded portion will be paid from the Unrestricted General Fund.

Recommendation: Approve Agreement between Fullerton School District and Resilient Communications beginning July 1, 2015 through June 30, 2016 for the purchase of replacement end-of-life network switches.

EF:JM:kv  
Attachment

February 5, 2015

**RESILIENT COMMUNICATIONS**  
14351 Myford Road, Suite C-101  
Tustin, CA 92780  
ATTN: Gary Samaha  
SPIN: 143035219  
CMAS:GS-35F-0563U

**Dear: Mr. Samaha**

This letter will confirm our decision to purchase Network Switches, 10Gig Modules and Fiber Uplink Modules as described in your bid dated January 20, 2015 to the Fullerton School District in the amount of **\$345,600.00** from your company during the next E-rate funding year (07/01/2015 to 09/30/2016) as specified in the attached specifications and price quotation.

The procurement of these product(s)/service(s), will be dependent upon the following conditions:

1. Final approval of next year's fiscal budget;
2. Agreement confirmation on the February 17<sup>th</sup> regular school board meeting.
3. Award of associated E-rate funding.
4. The Fullerton School District will only be billed for the non discounted portion of the equipment.

To accept these terms and conditions, please sign below and return by fax to **714-447-2819**.

We will be unable to complete our E-Rate application process without full execution of this document by both parties.

We look forward to working with **Resilient Communications** on this project.

Sincerely,

Fullerton School District  
1401 Valencia Drive  
Fullerton, CA 92833

Robert Pletka  
Title: Superintendent

\_\_\_\_\_  
Name Date

Resilient Communications  
14351 Myford Road, Suite C-101  
Tustin CA 92780

Print Name: **GARY SAMAHA**  
Title: **VP/Gen**

**Gary Samaha** 2/5/15  
\_\_\_\_\_  
Name Date

CONSENT ITEM

**DATE:** February 17, 2015

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

**FROM:** Emy Flores, Assistant Superintendent, Educational Services

**PREPARED BY:** Anita Lomeli, Principal, Commonwealth School

**SUBJECT:** **APPROVE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN FULLERTON SCHOOL DISTRICT AND COMMUNITY UNION, INC., TO PROVIDE PARENT ENGAGEMENT THROUGH TECHNOLOGY (PE+T) AT COMMONWEALTH SCHOOL FROM MARCH 1, 2015 THROUGH MAY 1, 2015**

Background: Commonwealth School is requesting the opportunity to provide our parents a 40 hour, 10-week course on Internet literacy through the New Internet Users coalition. This course will provide online resources so that parents are better able to engage in their child's education. All parents involved will be provided with their own email address and will learn how to navigate the Internet for specific course topics such as A-G college requirements, finding parenting resources, creating a PowerPoint presentation and keeping their children safe on the Internet. The course is provided in Spanish for parents whose primary language is not English.

Rationale: At this time, Commonwealth students in all grades have access to the Internet and all students in grades 1 to 6 also have access to an iPad. Computer literacy is essential for our parent community to assist, guide, and protect their children when using technology in their daily lives.

Funding: Cost not to exceed \$4,750 and is to be paid from Commonwealth School's Title III fund.

Recommendation: Approve Memorandum of Understanding (MOU) between Fullerton School District and Community Union, Inc., to provide Parent Engagement through Technology (PE+T) at Commonwealth School from March 1, 2015 through May 1, 2015.

JM:AL:nm  
Attachment

# MEMORANDUM OF UNDERSTANDING

## BY AND BETWEEN

**Fullerton School District**  
**And**  
**Community Union, Inc.**

This Memorandum of Understanding (MOU) is made and entered into January 30, 2015, by and between Fullerton School District (FSD), and Community Union, Inc. (CU), hereinafter jointly referred to as "PARTIES".

### RECITALS

*WHEREAS*, FSD intends to improve the quality of life for the FSD community,

*WHEREAS*, FSD intends to enhance parents' access and training to technology so they may better engage in their child's education,

*WHEREAS*, Community Union is an organization with over 20 years of experience in community-based technology and Internet training,

*WHEREAS*, FSD serves students whose demographics include low-income and monolingual (non-English) speaking parents,

*WHEREAS*, Community Union seeks to bring community-based technology training services to FSD, with the intent of using the Parent Engagement through Technology program,

*NOW, THEREFORE*, all of the named parties hereby acknowledge, and as an expression of common intent, the PARTIES hereto agree as follows:

#### **I. *PURPOSE***

The purpose of this MOU is to define the manner in which the PARTIES will participate in establishing a strategic relationship to form collaboration as a means to facilitate the delivery of the Parent Engagement through Technology (PE+T) Program to serve parents of FSD students. PE+T furthers the effort to better engage parents in their child's education. Core to this MOU is fundraising that will enable all low-income parents to enroll into the PE+T course free of charge.

#### **II. *GENERAL PROVISIONS***

##### **A. TERM**

The term this MOU begins upon execution by the PARTIES for a period of one year, unless otherwise terminated as provided for in Section D below. Services under this MOU will be rendered during the 2014-15 school.

B. RESPONSIBILITIES

The following shall describe the responsibilities to the MOU:

1. Fullerton School District
  - a) Will provide the computer room or laptop cart to conduct Parent Engagement through Technology (PE+T) courses, Fullerton School District at Commonwealth Elementary School, 2200 East Commonwealth Ave., Fullerton, Ca 92831, for 25 parents to attend courses, see **Exhibit B**
  - b) Will provide a printer for parents to print completed exercises at the end of each session,
  - c) Will support outreach efforts to parents, including but not limited to coordinating with school staff and Community Union to obtain parent contact information,
  - d) Will provide parents with log-in information to access the Internet from the site,
  - e) Will meet with CU staff as needed during the pre-planning phases of the PE+T, and every other week once sessions commence to discuss successes and challenges if any,
  - f) Provide space for and participate in PE+T Graduation Ceremony to be conducted at conclusion of program,
  - g) Agrees to pay a fee of **\$190** per parent for a maximum of 25 parents,
2. CU – will manage:
  - a) Outreach and recruitment of parents,
  - b) Organization of initial parent orientation meeting,
  - c) Follow-up phone calls to parents,
  - d) Recruitment, training and management of trainers using the PE+T system,
  - e) All classes and class schedules, See **Exhibit B**,
  - f) And provide supplies,
  - g) Delivery of PE+T as described herein, and incorporated as **Exhibit A, C and D** (if applicable for Advance Courses) below,
  - h) Safety and Clean-up of Computer Lab,
  - i) Progress reporting, tracking and attendance using PE+T system,
  - j) And provide status reports to Fullerton School District upon request,
  - k) And maintain communication with FSD staff as needed regarding the PE+T program,
  - l) Graduation ceremony, announcements, invitation and day of event,
  - m) Promotion of class successes with local leaders and media,
  - n) And cover all remaining costs, as described herein, at **\$710** per parent for maximum of 25 parents,



3. Total cost to deliver 40 hours of PE+T is \$900/parent: \$190 paid by Fullerton School District and \$710 paid by Community Union.
4. Prior to changes in schedules of this agreement Parties agree to discuss and determine a strategy convenient and mutually beneficial to both.

C. CONFIDENTIALITY

No person will publish or disclose, use, or permit, cause to be published, disclosed or used, any confidential information pertaining to the clients (parents and students), applicants, participants or customers of the PARTIES.

D. TERMINATION

This MOU may be terminated by mutual consent with a 30 day written notice by either party.

E. ASSIGNMENT

PARTIES may not transfer or assign interest in this MOU without the previous written consent of all parties. Any such attempt to transfer or assign shall be null and void.

F. INDEMNIFICATION

Each party agrees to indemnify, defend and hold harmless the other partners, their boards, officers, agents, employees, assigns and successors in interest from and against all suits or causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including each party's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of negligent acts, errors omissions or willful misconduct incidents to the performance of this MOU.

G. GENERAL INSURANCE REQUIREMENTS

PARTIES mutually agree to maintain their own corporate insurances, including but not limited to commercial general liability policy, workers compensation, officers and directors insurance, bonding, automobile, and employer's liability.

H. MODIFICATION

The terms and conditions of this MOU may only be amended by mutual written agreement of the parties.

**III. AUTHORIZED PERSONNEL**

For the purposes of this MOU, the individuals identified below are authorized to coordinate the related activities for each party.

**For: Community Union**

**Name: Larry Ortega**  
**4360 Dozier St.**  
**Los Angeles, CA 90022**  
**Phone: (323) 526-7331**  
**Cell: (951) 314-0331**  
**Email: [Lortega@onemillionNIU.org](mailto:Lortega@onemillionNIU.org)**

**For: Fullerton School District**

**Name: Dr. Robert Pletka**  
**Superintendent**  
**(714) 447-7400**  
**1401 W. Valencia Dr.,**  
**Fullerton, CA 92833**

The individuals signing below have the authority to commit the party they represent to the terms of this MOU, and do so commit by signing. This MOU is of no force or effect until signed by representatives of both parties.

**IN WITNESS WHEREOF, PARTIES** to this Memorandum of Understanding have caused this MOU to be duly executed on their behalf by their authorized representatives.

**COMMUNITY UNION, INC.**

**FULLERTON SCHOOL DISTRICT**

**By: Larry Ortega**

**By: Dr. Robert Pletka**



---

President & CEO

---

Superintendent

## EXHIBIT A

### **Parent Engagement through Technology (PE+T)**

**for**

### **Fullerton School District**

The Parent Engagement through Technology (PE+T) program squarely addresses the issue regarding the lack of engagement parents have in their child's education. It is our hope that FSD concurs with us in that the goal of PE+T fits well within the priorities of the FULLERTON SCHOOL DISTRICT's goals relative to Parent Engagement. Technology resources are introduced, where parents learn to maximize the use of on-line resources for increased engagement in their child's education and ultimately, improved quality of life.

#### **1. Organizational Background and History**

**Community Union, Inc.**(Established 1993)

**Mission:**Setup, sustain and expand education and economic opportunities in low-income communities via community-based computer and Internet training.

Community Union, Inc. is a corporation based in Los Angeles, California. Community Union (CU) provides training from community technology centers located in low-income neighborhoods throughout California. Current sites include Greater Los Angeles Region, the Silicon Valley (Northern California), and the San Joaquin Valley (Central California). The key to our success is due to the relationships we have built during the last 20 years. Key partnerships in this endeavor include Bassett Unified School District, Raisin City School District, Duarte Unified School District, Literacy Volunteers of America - Huntington Valley , Los Angeles Urban League, Pomona Unified School District , Bassett Unified, Sequoia Union High School District, Rowland Unified School District, El Rancho School District, Ontario-Montclair School District, Montebello Unified and the NIU Coalition which consist of the Asian Pacific Community Fund, Black Business Association, Korean Churches for Community Development, and Soledad Enrichment Action.

Community Union in cooperation with the NIU Coalition have successfully negotiated the opening of community-based technology training centers in over 30 cities, helping more than 25,000 parents, youth and senior citizens improve quality of life through access and training to Internet resources. College students and NIU graduating students will enter and complete the Train the Trainer Program and will become NIU Trainers for new upcoming sessions. Trainers have found the NIU experience to be a great career launching-pad as they moved into their professional endeavors. CU was founded in 1993 by Mr. Larry A. Ortega while he was attending law school at Western State University School of Law, Fullerton, CA.

CU first launched their courses working with children, but quickly realized that training parents in technology was key to impacting the digital divide, student achievement and graduation rates. A year after its inception, CU launched courses to serve parents in English, Korean, and Spanish.

## **2. Why Parent Engagement through Technology**

A majority of low-income parents want their children to go to college, yet they lack the college-relevant knowledge about the prerequisites, paths, processes, and milestones that lead their children to college. Knowledge deficits are more evident among parents with lower incomes and educational attainment, as well as among first generation immigrants who are English Learners. Many bilingual parents are not being told the truth about the consequences of their child's low-academic performance and its impact on their child's future education and employment opportunities.

It has been CU's experience that children and parents lack the information necessary to succeed in school. How that 'lack' occurs takes many forms, known as barriers. There are language barriers, technology barriers, and just simply – interest barriers. Most parents of the low-income community are too busy working and putting food on the table and are less likely to seek-out assistance for their child's education. Not because they never cared and certainly not because they purposely want their child to do poorly, but because there was no one who made a purposeful effort to get them engaged. The Parent Engagement through Technology program presents an opportunity to make a purposeful effort to help parents engage in their child's education via technology. There are a wide array of websites and on-line content in English, Korean and Spanish that help parents positively effect change in their child's education. CU has taught low-income parents how to access and use on-line resources for over 20 years and in our expert opinion significantly increases parent engagement.

## **3. Target Population**

Twenty-five (25) low-income parents who have children attending Commonwealth Elementary School will be enrolled in PE+T (**Exhibit C**), and will attend courses per **Exhibit B**.

## **4. Proposed Methodologies**

Community Union believes it is a moral and economic imperative that we empower parents with college knowledge and training in technology to demystify the Internet's on-line academic and non-academic resources available to them to increase student achievement. We have been successful in our endeavors because we have made technology training fun, relevant and interesting. PE+T is an innovative program designed to teach parents how to navigate on-line education resources for the purposes of developing an Education/Graduation Plan for their child. Simultaneously, parents get technology skills that will greatly assist them in their job search efforts.

Parents will attend twice a week, 2.5 hours each day, for 8 weeks for a total of 40 hours of training for PE+T, see **Exhibit B**.

### **PE+T outcomes for parents:**

- 1) Development of Internet on-line resource navigation skills using 8 key websites, addressing both academic and non-academic needs,
- 2) Development of a full-color multipage Education/Graduation Plan in PowerPoint that contains the following information:
  - a. A through G requirements (UC/CSU college entry requisites),
  - b. On-line education resources that will help children with most subjects in school,

- c. Public Library website resources that help both adults and youth maximize academic success,
  - d. Basic child development resources and drug prevention strategies for youth and parents,
  - e. How to interact safely in Social Media environments,
  - f. Local FSD resources available on-line,
  - g. Increase Internet Safety knowledge for the purpose of improving their child's safety in accessing on-line resources,
- 3) Public speaking and advocacy strategies that will assist them in advocating for a quality education for their child.

The Education/Graduation Plan as developed in PE+T is an extension and enhancement to the work the counselors in the schools are mandated to perform. The challenge for the counselors and teachers is they have capacity issues. They need help and PE+T provides that help. PE+T not only provides the foundational understanding needed by parents such as A-G requirements, education resources, college options, etc., but because the parents will have on-going access to on-line resources, they will be empowered to forever engage and advocate for a quality education for their children. Utilization of the education plan is primary to the project. It is the key measuring metric that will be used in evaluating PE+T effectiveness. For example, if a child is not reading at her grade level the parents will be empowered to refer the child to on-line support systems to get them reading at grade level.

#### **5. Project Goals, Operation and Evaluation:**

PE+T's task-list, see **Exhibit C** below, is a list of exercises parents will complete during the 40 hour course. Modules A-1 through A-5 take parents through step by step on how-to use a computer, access the Internet and develop computer and Internet navigation skills while building an Education/Graduation Plan in PowerPoint, using college, school district, library and Internet safety websites. Manuals, exercises and instruction are provided in English, Korean, Spanish and Mandarin Chinese.

#### Modules:

- A-1 – Develop a Vision Statement: Parents develop a 'vision' statement articulating desired goals and outcomes from the course,
- A-2 – Introduction to Windows and Word, parents learn basic functions, typing skills, and development of a formal communication letter,
- A-3 – Beginning Internet/E-mail navigation, parents set up email address and email teachers and other parents,
- A-4 – Introduction to PowerPoint, parents are introduced to the tool to be used to build Education/Graduation Plan,
- A-5 – Intermediate Internet Navigation: Parents perform research projects using on-line resources to obtain information about education, health, financial literacy, and Internet safety.
- **Education/Graduation Plan Completion:** Parents compile exercises and PowerPoint slides completed during the course into a clear-covered portfolio that will be called their Education/Graduation Plan and will serve as evidence of skills learned and will be used to guide their child through High School graduation and into college.
- Simultaneously, this same portfolio will be used to enhance employment endeavors.

Evaluation:

- Paramount to the proposed project is the evaluation of program effectiveness.
- Quantitative methods such as pre and post surveys will be used. Also, graduating participant's focus group interviews will create feedback that will be used to create qualitative data to fine-tune PE+T,

**In summary, after the completion of the PE+T program the following Major Goals will be accomplished:**

1. parents gain increased Internet navigation knowledge for the purpose of improving their child's academic success,
2. parents will develop an Education/Graduation Plan to ensure that their child is on-track to graduation and will meet CSU/UC admission prerequisites,
3. parent leaders emerge and become sustainable resources for other parents through a parent alumni advocate network that will advocate for quality education for their children.

## **6. Funding, Roles and Responsibilities**

1. Community Union, Inc.
  - a. Project Management and Administration (attendance, instruction, program progress reporting, etc.), training staff, PE+T training manuals and materials,
2. Outside Consultant (funded by Community Union)
  - a. Curriculum Specialist and Program Evaluation
  - b. 20 hours evaluation, testing and reporting on PE+T outcomes, within the scope of this proposal,
3. FULLERTON SCHOOL DISTRICT
  - a. Utilization of computer lab where training will take place. Utilities, rent, security, administration staff and maintenance to be provided as an in-kind contribution,
4. Community Union and Fullerton School District
  - a. Marketing and promotion consultation, news briefs, press releases, collateral materials, event/school presentations, and out-reach,
5. **TOTAL COST PE+T = (\$900 per parent x 25 parents) = \$22,500; Community Union will cover \$17,750; Fullerton School District agrees to cover \$4,750, a \$190 per parent fee.**
  - a) **FULLERTON SCHOOL DISTRICT agrees** to pay CU within 30 days after being invoiced. FSD shall pay to CU \$190 per parent up to a maximum of 25 parents for a maximum total obligation by FSD of **\$4,750**.
    - a. **Upon commencement of outreach, money for Invoice #1 is considered earned.**
    - b. **Upon commencement of classes, money for Invoice #2 is considered earned, unless otherwise expressed in writing from FSD.**
  - b) **FULLERTON SCHOOL DISTRICT agrees to pay the \$4,750 in the following manner:**
    - a. FSD: will pay upon receiving Invoice #1 for \$2,375 from Community Union *at the start of PE+T* to cover start-up costs, which include PE+T Manuals to be used in training sessions, fliers, cost of mailers announcing class, folders and

other supplies needed to launch training sessions; and upon receiving Invoice #2 for \$2,375 after verifying that the training and other services covered by this agreement have all occurred at the conclusion of sessions.

**EXHIBIT B**

FULLERTON SCHOOL DISTRICT

| <b><u>Winter</u></b> | <b><u>Date</u></b> |
|----------------------|--------------------|
| Orientation Meeting: | 02/26/15           |
| Session Start:       | 03/01/15           |
| Session End:         | 05/01/15           |
| Graduation Ceremony: | Week of 05/04/15   |

**PE+T = Parent Engagement through Technology**

| <b>Site</b>                      | <b>Total # of Parents</b> | <b>Class</b>            | <b>Schedule</b>                                    | <b>Session</b> |
|----------------------------------|---------------------------|-------------------------|--|----------------|
| Commonwealth Elementary School   | 25                        | PE+T<br>(See Exhibit C) | Time: 8:30 A.M– 11:00 A.M.<br>Day: Thursday/Friday | Winter<br>2015 |
| <b>TOTAL # of Parents Served</b> | <b>25</b>                 |                         |  |                |



## EXHIBIT C

### PE+T (Parent Engagement through Technology)

| Module  | Task  | Objective   | Trainer Signature | Date     | Results/ Name of File | Percent Complete | Duration of Hours |
|---|---|---|-------------------|----------|-----------------------|------------------|-------------------|
| <b>Daily Task: There will be 3 task that each student will be required to accomplish each day they attend the PE+T classes.</b> |   |   |                   |          |                       |                  |                   |
|   | 1st task  | For 10 minutes of class students will be practicing on their typing skills using typingweb.com  |                   |          |                       |                  |                   |
|   | 2nd task  | For 10 minutes students will visit the NIU website onemillionniu.org and read the Blog section  |                   |          |                       |                  |                   |
|   | 3rd task  | Last 10 minutes of class students will print all of their completed work, place in student folder and update their task list  |                   |          |                       |                  |                   |
| A1  | <b>Vision Statement (preparation)<br/>7 Minute writing Exercise</b> | Handwrite your personal goals for the future. What are your goals in the next 2 weeks, 2 months, 2 years, and 20 years from now. For seven minutes without stopping, handwrite your vision, your goals, your wish list, and your vision of what your child will be as an adult. For example will he/she have a college degree, what will that degree be in, what college will they attend, where will they live after college graduation. Use handout to help you form your vision. Write down the name your saved file next to the black arrow to the right. |                   |          |                       | 15%              | 1                 |
| A1.1  | Setup Email Account   | Student will create their own email account using Gmail or the trainer will create a Community Union email account. Than student will learn how to send and receive emails. Students will practice e-mailing their child's teacher and maintain communication with them via e-mail. Make sure to write down your User ID and password next to the black arrow to the right.   |                   | User ID: | Password:             |                  |                   |
| A1.2  | Setup TypingWeb account   | Setup an account in <a href="http://www.typingweb.com">www.typingweb.com</a> (remember to write your user ID and Password to the right of this instruction). Students will use this website to improve typing skills. Make sure to write down your User ID and password next to the black arrow to the right.   |                   | User ID: | Password:             | 25%              | 2                 |
| A2  | <b>Sign-Up to start Communication on Facebook</b>                   | Facebook: The student will learn how to create a Facebook account to be connected with friends, family, other students and their NIU instructors.   |                   |          |                       | 30%              | 1                 |
| A2.1  | Facebook  | www.facebook.com - Parents learn the tools they need to use social networking to connect with friends, teachers, and the world. 1) Parents will be introduced to the One Million NIU Facebook page and click "like" the page. 2) Parents will be introduced to the Facebook page of the Instructors and send friend requests to the instructors and classmates.   | ➔                 |          |                       |                  |                   |
| A3  | <b>Beginning Word:</b>  | Using CU Manual Intro. to Word, students will learn how to use and operate the basic functions in Word like open, save & modify a document.   | ➔                 |          |                       |                  |                   |
| A3.1  | Vision Statement  | Using Word type and print Vision Statement, use handwritten exercise completed above.   | ➔                 |          | <u>File name:</u>     | 40%              | 1                 |
| A3.2  | Word Functions  | Students will create a document, edit documents by locating and modifying texts, format text, format paragraphs, use Word tools to make documents more professional. Write down the name your saved file next to the black arrow to the right.  |                   |          | <u>File name:</u>     | 43%              | 2                 |
| A3.3  | Develop Communication to Principal, Vice Principal and Teachers.    | Students will create a communication/paragraph to their Principal, Vice Principal and their children's teachers addressing any concerns about their child's education. Write down the name your saved file next to the black arrow to the right.  | ➔                 |          | <u>File name:</u>     | 45%              | 1                 |
| A4  | <b>Intro. to PowerPoint</b>   | Students will create a presentation based on a design template, create and modify drawn objects on slides for your PowerPoint presentation, apply formatting to text slides in a presentation, prepare a presentation for delivery.   |                   |          |                       |                  |                   |
| A4.1  | <b>Create Slide 1</b>   | <b>Slide 1.</b> Develop Self Intro Slide. Name and Vision Statement. Take 30 minutes to further develop the 7 minute vision Statement. Write down the name your saved file next to the black arrow to the right. The name of the file should be your First and Last name, then Education/Graduation Plan.   |                   |          | <u>File name:</u>     |                  |                   |
|   |   |   |                   |          |                       | 50%              | 2                 |

## EXHIBIT C (continued)

### PE+T (Parent Engagement through Technology)

|                    |   |   |  |  |    |        |         |  |   |      |    |
|--------------------|---|---|--|--|----|--------|---------|--|---|------|----|
| A4.2               | <b>Create Slide 2</b>   | Slide 2. Develop "How I will help my child succeed in school" . I will help my child by raising the bar of expectation on him/her because I know about on-line education resources  |  |  |    |        |         |  |   | 55%  | 1  |
| A5                 | <b>Navigation Intermediate Internet, websites and hyperlinks</b>        | Students will navigate the Internet, understand the concept of a hyperlink, and browse websites that will help parents and children learn better opportunities, education, and finally, an Education Plan / Graduation.   |  |  |    |        |         |  |   |      |    |
| A5.1               | <b>Create Slide 3</b>   | <a href="http://www.facebook.com">www.facebook.com</a> - Slide 3: parents will learn how to utilize social network tools to get connected with friends, family, teachers and the world  |  |  |    |        |         |  |   | 60%  | 2  |
| A5.2               | <b>Create Slide 4</b>   | <a href="http://www.KnowHow2Go.org">www.KnowHow2Go.org</a> - Slide 4: a brief overview of college requirements and financial aid for college.   |  |  |    |        |         |  |   | 65%  | 1  |
| A5.3               | <b>Create Slide 5</b>   | <a href="http://theparenttoolkit.org/en/">theparenttoolkit.org/en/</a> -Slide 5: parent tips on how to talk to their children about drugs.  |  |  |    |        |         |  |   | 70%  | 1  |
| A5.4               | <b>Create Slide 6</b>   | <a href="http://thebeehive.org/safety">thebeehive.org/safety</a> -Slide 7: tips for parents on how to keep their children safe while using the internet.  |  |  |    |        |         |  |   | 75%  | 1  |
| A5.5               | <b>Create Slide 7</b>   | Students will learn how to use <b>Google Translate</b> to translate documents and information from the internet.  |  |  |    |        |         |  |   | 80%  | 1  |
| A5.6               | <b>FINAL PROJECT</b>  | <b>Education/Graduation Plan</b> Compile all slides into a portfolio and finish building Education/Graduation Plan and resources for the purposes of raising 'the bar of expectations' for your child to be used to better guide your child to college.   |  |  |    |        |         |  | <b>Put all work together and prepare to bind into final portfolio</b> | 85%  | 1  |
| A6                 | <b>Sign-Up for Internet Service &amp; Discounted Computer Equipment</b> | Sign-Up for Internet Service & Discounted Computer Equipment. In this section students will research and compare cable and other Internet providers pricing for service. This includes personal home inventory; type of equipment, location, etc.   |  |  |    |        |         |  |   |      |    |
| A6.1               | Evaluate current Equipment at home                                      | Students will make an inventory of the equipment they have at home. Do they have a PC, Laptop, or MAC and what are the specs. They will also list out what kind of Internet service they currently have at home, if they have any. This will allow students to see if they could upgrade their computer equipment and to see if they could get a better rate for their internet service.                                    |  |  |    |        |         |  |   | 90%  | 1  |
| A6.2               | Access Discounted resources through Connect2Compete.org                 | Students will visit <a href="http://www.connecttocompete.org">www.connecttocompete.org</a> & resources for discounted computer equipment and affordable DSL/Cable service. Students will learn how to apply for these affordable resources on-line.   |  |  | NO | \$9.99 | \$14.99 | \$19.99  | DESKTOP<br>LAPTOP<br>TABLET   | 95%  | 1  |
| A6.3               | Cost Comparison   | Students will be able to compare the different services from a chart of the different internet providers and make a choice if they want to join. They will also be able to purchase discounted computer equipment to upgrade what they currently have at home. Student will complete Survey at the end of Manual. Based on Survey results Trainer will note if student purchased Internet of equipment on Student Database. | Did Student purchase Internet Service through Connect2Compete? |  |    |        |         | Did Student purchase Computer equipment through Connect2Compete? |   | 100% | 20 |
| Version 3 08/15/14 |   |   |  |  |    |        |         |  |   |      |    |

CONSENT ITEM

**DATE:** February 17, 2015

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

**FROM:** Emy Flores, Assistant Superintendent, Educational Services

**PREPARED BY:** Jay McPhail, Chief Technology Officer, Technology and Media Services

**SUBJECT:** APPROVE AARON STOREY, TECHNOLOGY & MEDIA SERVICES, TO ATTEND THE IGNITE 2015 PALO ALTO NETWORKS ANNUAL USER CONFERENCE IN LAS VEGAS, NEVADA, FROM MARCH 30 – APRIL 1, 2015

Background: Ignite 2015 is hosted by Palo Alto Networks whose products support the Fullerton School District firewall.

Ignite is the largest gathering of next-generation network security experts in the world. The entire community of Palo Alto Networks product experts will be on hand to share best practices, hands-on training, new innovations, and much more. The conference will be held in Las Vegas at The Cosmopolitan Hotel. Registration includes 45+ breakout sessions with Palo Alto Networks product experts, customers, and partner speakers. The conference will give FSD staff the ability to problem solve with peers in the industry.

Rationale: The conference will give Aaron Storey, the Systems Administrator for Technology and Media Services, the ability to problem solve with peers in the industry. The hands on labs offers an ideal place to network and to pick up new ideas from Palo Alto Networks technology partners so that we can generate more productivity from our implementation, and to maximize the return on our Palo Alto Networks investment.

Funding: Cost is not to exceed \$2,000 to be paid from the Unrestricted General Fund.

Recommendation: Approve Aaron Storey, Technology & Media Services, to attend the Ignite 2015 Palo Alto Networks Annual User Conference in Las Vegas, Nevada, from March 30 – April 1, 2015.

EF:JM:kv

ADMINISTRATIVE REPORT

**DATE:** February 17, 2015  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Craig C. Bertsch, Ed.D., Assistant Superintendent, Personnel Services  
**SUBJECT:** FIRST READING OF PUPIL ATTENDANCE CALENDAR FOR THE 2015/2016 SCHOOL YEAR

Background: The District's Pupil Attendance Calendar is drafted upon review and comparison to calendars from the high school district and the County to identify attendance patterns and student instructional needs for Fullerton School District. A committee inclusive of parents, teachers, classified staff, and administrators developed the draft calendar to share with the District's bargaining associations.

Rationale: A final calendar enables the District's many offices to begin preparation for the 2015/2016 academic year.

Funding: Not applicable.

Recommendation: Not applicable.

CCB:nm  
Attachment

# Fullerton School District 2015/2016 Pupil Attendance Calendar

## July 2015

4 Independence Day

DRAFT

| July 2015 |     |     |     |     |     |     | January 2016 |     |     |     |     |     |     |
|-----------|-----|-----|-----|-----|-----|-----|--------------|-----|-----|-----|-----|-----|-----|
| Sun       | Mon | Tue | Wed | Thu | Fri | Sat | Sun          | Mon | Tue | Wed | Thu | Fri | Sat |
|           |     |     | 1   | 2   | 3   | 4   |              |     |     |     |     | 1   | 2   |
| 5         | 6   | 7   | 8   | 9   | 10  | 11  | 3            | 4   | 5   | 6   | 7   | 8   | 9   |
| 12        | 13  | 14  | 15  | 16  | 17  | 18  | 10           | 11  | 12  | 13  | 14  | 15  | 16  |
| 19        | 20  | 21  | 22  | 23  | 24  | 25  | 17           | 18  | 19  | 20  | 21  | 22  | 23  |
| 26        | 27  | 28  | 29  | 30  | 31  |     | 24           | 25  | 26  | 27  | 28  | 29  | 30  |
|           |     |     |     |     |     |     | 31           |     |     |     |     |     |     |

## January 2016

1 New Year's Day  
4 Records Day (Jr. High)  
Staff Development (Elem.)  
5 Students Return  
18 Martin Luther King Jr. Day

## August 2015

6 Teachers First Day  
10 K-7 Graders Return  
11 8th Graders Return

| August 2015 |     |     |     |     |     |     | February 2016 |     |     |     |     |     |     |
|-------------|-----|-----|-----|-----|-----|-----|---------------|-----|-----|-----|-----|-----|-----|
| Sun         | Mon | Tue | Wed | Thu | Fri | Sat | Sun           | Mon | Tue | Wed | Thu | Fri | Sat |
|             |     |     |     |     |     | 1   |               | 1   | 2   | 3   | 4   | 5   | 6   |
| 2           | 3   | 4   | 5   | 6   | 7   | 8   | 7             | 8   | 9   | 10  | 11  | 12  | 13  |
| 9           | 10  | 11  | 12  | 13  | 14  | 15  | 14            | 15  | 16  | 17  | 18  | 19  | 20  |
| 16          | 17  | 18  | 19  | 20  | 21  | 22  | 21            | 22  | 23  | 24  | 25  | 26  | 27  |
| 23          | 24  | 25  | 26  | 27  | 28  | 29  | 28            | 29  |     |     |     |     |     |
| 30          | 31  |     |     |     |     |     |               |     |     |     |     |     |     |

## February 2016

8 Lincoln's Holiday  
15 Presidents' Holiday

## September 2015

4 Staff Development  
7 Labor Day  
21 Conference Day (K-6)  
21 Staff Development (7-8)

| September 2015 |     |     |     |     |     |     | March 2016 |     |     |     |     |     |     |
|----------------|-----|-----|-----|-----|-----|-----|------------|-----|-----|-----|-----|-----|-----|
| Sun            | Mon | Tue | Wed | Thu | Fri | Sat | Sun        | Mon | Tue | Wed | Thu | Fri | Sat |
|                |     | 1   | 2   | 3   | 4   | 5   |            |     | 1   | 2   | 3   | 4   | 5   |
| 6              | 7   | 8   | 9   | 10  | 11  | 12  | 6          | 7   | 8   | 9   | 10  | 11  | 12  |
| 13             | 14  | 15  | 16  | 17  | 18  | 19  | 13         | 14  | 15  | 16  | 17  | 18  | 19  |
| 20             | 21  | 22  | 23  | 24  | 25  | 26  | 20         | 21  | 22  | 23  | 24  | 25  | 26  |
| 27             | 28  | 29  | 30  |     |     |     | 27         | 28  | 29  | 30  | 31  |     |     |

## March 2016

28 - 31 Spring Break

## October 2015

| October 2015 |     |     |     |     |     |     | April 2016 |     |     |     |     |     |     |
|--------------|-----|-----|-----|-----|-----|-----|------------|-----|-----|-----|-----|-----|-----|
| Sun          | Mon | Tue | Wed | Thu | Fri | Sat | Sun        | Mon | Tue | Wed | Thu | Fri | Sat |
|              |     |     |     | 1   | 2   | 3   |            |     |     |     |     | 1   | 2   |
| 4            | 5   | 6   | 7   | 8   | 9   | 10  | 3          | 4   | 5   | 6   | 7   | 8   | 9   |
| 11           | 12  | 13  | 14  | 15  | 16  | 17  | 10         | 11  | 12  | 13  | 14  | 15  | 16  |
| 18           | 19  | 20  | 21  | 22  | 23  | 24  | 17         | 18  | 19  | 20  | 21  | 22  | 23  |
| 25           | 26  | 27  | 28  | 29  | 30  | 31  | 24         | 25  | 26  | 27  | 28  | 29  | 30  |

## April 2016

1 Spring Break

## November 2015

11 Veterans' Day  
26 Thanksgiving Holiday  
23 - 27 Thanksgiving Break

| November 2015 |     |     |     |     |     |     | May 2016 |     |     |     |     |     |     |
|---------------|-----|-----|-----|-----|-----|-----|----------|-----|-----|-----|-----|-----|-----|
| Sun           | Mon | Tue | Wed | Thu | Fri | Sat | Sun      | Mon | Tue | Wed | Thu | Fri | Sat |
|               |     |     |     |     |     |     | 1        | 2   | 3   | 4   | 5   | 6   | 7   |
| 1             | 2   | 3   | 4   | 5   | 6   | 7   | 8        | 9   | 10  | 11  | 12  | 13  | 14  |
| 8             | 9   | 10  | 11  | 12  | 13  | 14  | 15       | 16  | 17  | 18  | 19  | 20  | 21  |
| 15            | 16  | 17  | 18  | 19  | 20  | 21  | 22       | 23  | 24  | 25  | 26  | 27  | 28  |
| 22            | 23  | 24  | 25  | 26  | 27  | 28  | 29       | 30  | 31  |     |     |     |     |
| 29            | 30  |     |     |     |     |     |          |     |     |     |     |     |     |

## May 2016

25 Last Day of School (K-7th)  
26 Last Day of School (8th)  
30 Memorial Day

## December 2015

21 - 31 Winter Recess

| December 2015 |     |     |     |     |     |     | June 2016 |     |     |     |     |     |     |
|---------------|-----|-----|-----|-----|-----|-----|-----------|-----|-----|-----|-----|-----|-----|
| Sun           | Mon | Tue | Wed | Thu | Fri | Sat | Sun       | Mon | Tue | Wed | Thu | Fri | Sat |
|               |     | 1   | 2   | 3   | 4   | 5   |           |     |     | 1   | 2   | 3   | 4   |
| 6             | 7   | 8   | 9   | 10  | 11  | 12  | 5         | 6   | 7   | 8   | 9   | 10  | 11  |
| 13            | 14  | 15  | 16  | 17  | 18  | 19  | 12        | 13  | 14  | 15  | 16  | 17  | 18  |
| 20            | 21  | 22  | 23  | 24  | 25  | 26  | 19        | 20  | 21  | 22  | 23  | 24  | 25  |
| 27            | 28  | 29  | 30  | 31  |     |     | 26        | 27  | 28  | 29  | 30  |     |     |

## June 2016

- Students Return
- Non Student Day
- Holiday/Breaks (no student attendance)

- Staff Development Day/Conference Day/Records Day (no student attendance)

DRAFT

### Quarters (7-8)

Aug. 10 - Oct. 9 (42 days)  
Oct. 12 - Dec. 18 (44 days)  
Jan. 5 - Mar. 11 (46 days)  
Mar. 14 - May 25 (48 days)

### Trimesters (K-6)

Aug. 10 - Nov. 6 (62 days)  
Nov. 9 - Feb. 26 (60 days)  
Feb. 29 - May 25 (58 days)

### Misc. Dates

Fall Conference Week: September 21 - 25, 2015  
*PreK-6 = Minimum Day*  
Jr. High Fall Conference: **TENTATIVE** October 1-2, 2015  
Spring Conference Week: March 14 - 18, 2016  
*PreK-6 = Minimum Day*  
Jr. High Spring Conference: **TENTATIVE** February 4 - 5, 2016