

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

REGULAR MEETING OF THE BOARD OF TRUSTEES
NOTICE TO THE PUBLIC

REGULAR MEETINGS OF THE BOARD OF TRUSTEES are typically held on the second and fourth Tuesdays of the month beginning at 4:30 p.m. with closed session, 5:30 p.m. open session, in the District Board Room located at 1401 West Valencia Drive, unless otherwise noted. The Regular agenda is posted a minimum of 72 hours prior to the meeting.

AGENDA ITEMS - Per Board Bylaw 9322(a), 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 with supporting documents and information, if any, at least ten working days before the scheduled meeting date. The Superintendent/designee shall determine whether a request is within the subject matter jurisdiction of the Board, whether an item is appropriate for discussion in open or closed session, and how the item shall be stated on the agenda.

PUBLIC COMMENTS - The Board meeting follows rules of decorum. The public may address the Board on items of public interest within the Board's jurisdiction. 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 or questions about an item that is on the posted agenda will be heard at the time the agenda item is considered by the Board. Public comments about an item that is not on the posted agenda will be heard at the beginning of 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 secretary. These slips are available at the reception counter.

PERSONS ADDRESSING THE BOARD - Please state your name for the record. As stated above, comments related to the published agenda shall be limited to three minutes per person and 20 minutes total for the agenda item. When any group of persons wishes to address the Board, the Board President may request that a spokesperson be chosen to speak for the group.

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, if a member of the public needs special assistance, disability-related modifications or accommodations, including auxiliary aids or services, in order to participate in the public meetings of the District's Governing Board, please contact the Office of the Superintendent at (714) 447-7410. Notification 72 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accommodation and accessibility to this meeting. Upon request, the District shall also make available this agenda and all other public records associated with this meeting in appropriate alternative formats for persons with a disability.

PUBLIC RECORDS related to the open session agenda that are distributed to the Governing Board less than 72 hours before a regular meeting may be inspected by the public at 1401 W. Valencia Drive, Fullerton, during regular business hours, 8:00 a.m. to 4:30 p.m.

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, August 19, 2008, 4:30 p.m.
District Administrative Offices, Teacher Center Conference Room
1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

Public Comments

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 – Mr. 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]
- Potential Litigation [Government Code section 54956.9(b)(1)]
- Confidential Student Services [Education Code sections 35146, 48918]

5:30 p.m. - Call to Order, Pledge of Allegiance, and Report From Closed Session

Public Comments - Policy

The Board meeting follows rules of decorum. The public may address the Board on items of public interest within the Board's jurisdiction. 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 or questions about an item that is on the posted agenda will be heard at the time the agenda item is considered by the Board. Public comment about an item that is not on the posted agenda will be heard during this time. 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. Persons wishing to address the Board are invited to complete and submit a "request to speak" slip to the secretary. These slips are available at the reception counter.

Introductions/Recognitions

"Pennies for Parks", Kendall Lyng

Superintendent's Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

Information Item

The District Activities Calendar is available at the following URL:
<http://distcal.fsd.k12.ca.us/x-cal-multi/getmth.mcal?cid=1>

Approve Minutes

Regular meeting on July 22, 2008

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 822M0390, 822R1469 through 822R1485 for the 2007/2008 fiscal year and C22B0001 through C22B0006, C22C0004 through C22C0014, C22D0006 through C22D0151, C22L0002 through C22L0014, C22M0026 through C22M0070, C22R0008 through C22R0151, C22S0025 through C22S0036, C22T0001 through C22T0003, C22V0009 through C22V0031, C22X0012 through C22X0169, C22Y0001 through C22Y0025 for the 2008/2009 fiscal year.
- 1d. Approve/Ratify Food Services purchase orders numbered 101241 through 110064 for the 2008/2009 fiscal year.
- 1e. Approve/Ratify warrants numbered 64932 through 65375 for the 2008/2009 school year in the amount of \$4,933,106.73.
- 1f. Approve/Ratify Food Services warrants numbered 6361 through 6382 for the 2008/2009 school year.
- 1g. Approve Memorandum of Understanding between the Fullerton School District and the Fullerton Collaborative.
- 1h. Approve Contract with Transportation Charter Services to provide transportation for field trips.
- 1i. Approve Contract with Atlantic Express of L.A., Inc. to provide transportation for field trips.
- 1j. Approve Contract with Silver State Coach, Inc. to provide transportation for field trips.
- 1k. Approve Agreement to provide transportation for Arborland Montessori Children's Academy effective August 20, 2008 through August 28, 2009.
- 1l. Approve Agreement to provide transportation for Arborland Education & Youth Activity Center effective August 20, 2008 through August 28, 2009.
- 1m. Approve Change Order #2 for Astro Painting Company for Interior Painting at Commonwealth School and Ladera Vista Junior High School and Exterior Painting at Acacia and Woodcrest Schools, FSD-07-08-DM-02.
- 1n. Approve Change Order #1 for Ben's Asphalt, Inc. for Paving Repairs at Various School Sites 2008, FSD-08-09-DM-01.
- 1o. Approve out-of-state conference request for the Readiness and Emergency Management for Schools (REMS) Grant training for September 8-11, 2008, in Washington, D.C. for Kathy Ikola and Mike Brito.
- 1p. Approve Contract with Fullerton Joint Union High School District to provide transportation for field trips.
- 1q. Approve Independent Contractor Agreement for the 2008/2009 school year with Action Learning Systems, Inc. to provide professional training and coaching in mathematics and language arts at Nicolas Junior High School.

- 1r. Approve/Ratify Memorandum of Agreement with the City of Fullerton for the I-Net Fiber Optic System (I-Net).
- 1s. Approve 2008/2009 Nonpublic Agency Master Contract with The Speech and Language Professional Services for speech pathology services.
- 1t. Approve shared Contract between the Los Angeles County Office of Education and the Fullerton School District for Nancy Kozma from August 26, 2008 through June 12, 2009.
- 1u. Approve shared Contract between the Los Angeles County Office of Education and the Fullerton School District for Christine Blum from August 26, 2008 through June 12, 2009.
- 1v. Approve Independent Contractor Agreement between Shelly Garland and the Fullerton School District to oversee the revision of the Personnel Services website effective August 20, 2008 through June 30, 2009.
- 1w. Approve/Ratify Retainer Agreement for legal services with Atkinson, Andelson, Loya, Ruud & Romo for the 2008/2009 fiscal year.

Action/Discussion Items

- 2a. Approve/Ratify Services Agreement with Interscholastic Trading Company, LLC, to assist Fullerton School District in selling surplus new and used education goods in an online auction environment and through other surplus goods channels in compliance with California Education Code sections 17540, 17545-17546, and 60510-60511.
- 2b. Adopt Resolution No. 08/09-01 of the Board of Trustees of the Fullerton School District approving the substitution of the previous underwriter and delegating the approval thereof to the authorized persons of the District.
- 2c. Approve Board Policy 1313, Community Relations, Civility.
- 2d. Approve Amendment No. 1 to the License Agreement between the Fullerton School District and Blackboard Connect, Inc. (formerly known as the NTI Group, Inc.), to extend the Agreement to June 30, 2009.
- 2e. Approve Revisions of the Local Educational Agency Plan (LEAP) for 2008-2013.

Administrative Reports

- 3a. First Reading of Board Policies 4040, 4061.11, and 4300.

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, September 9, 2008, 4:30 p.m. Closed Session, 5:30 p.m. Open Session, in the Board Room at 1401 W. Valencia Drive, Fullerton, California.

Fullerton School District
Minutes of the Regular Meeting of the Board of Trustees
Tuesday, July 22, 2008
Teacher Center Conference Room, 1401 W. Valencia Drive, Fullerton, CA 92833
4:30 p.m.

Call to Order and Pledge of Allegiance

President Thornley called a Regular meeting of the Fullerton School District Board of Trustees to order at 4:31 p.m. and led the Pledge of Allegiance to the flag.

Board Members present: Ellen Ballard, Beverly Berryman, Minard Duncan, Hilda Sugarman, and Lynn Thornley
Administration present: Dr. Mitch Hovey and Dr. Gary Cardinale

Public Comments

There were no comments at this time.

Recess to Closed Session – Agenda:

At 4:32 p.m., the Board recessed to closed session for: •Conference with District's Chief Negotiator (Dr. Mitch Hovey) regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association), [Government Code sections 54954.5(f), 54957.6]; •Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]; •Potential Litigation [Government Code section 54956.9(b)(1)]; •Confidential Student Services [Education Code sections 35146, 48918].

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

The Board returned to open session at 5:32 p.m., and Dr. Mitch Hovey led the Pledge of Allegiance to the flag. President Thornley reported that in closed session the Board unanimously approved the disciplinary suspension for classified employee case number 1700.

Public Comments

There were no comments at this time.

Introductions/Recognitions

Dr. Mitch Hovey introduced the new Principal of Maple School, Susan Mercado, and welcomed her to the District. Mrs. Mercado introduced her husband and daughter and briefly spoke about her career.

Superintendent's Report

Dr. Hovey's report: the Maintenance & Operations department is making good progress with the construction in the Board Room and thanked the staff for their diligence and hard work to complete the project; stated the grounds in front of the administration building are also undergoing renovation; had the opportunity to visit the Excel Math Program at Ladera Vista Junior High, commented it is a wonderful program, and thanked Sue Albano and Sung Chi for their work on the Grant; shared the "program highlight" article in the December 2006 issue of *Inside Cal State Fullerton* he recently received from Dr. Martin Bonsangue that summarizes the math partnership grant; stated he is pleased the District was able to offer a variety of summer programs to students.

Information from the Board of Trustees

Trustee Ballard stated it is a great experience to attend the Farmer's Market on Wednesdays as she enjoys seeing students from Richman and Pacific Drive Schools, as well as many community members. Mrs. Ballard encouraged everyone to visit the Farmer's Market.

Trustee Berryman stated that while visiting Teacher Daryl Spector's math class, she enjoyed the guest speaker who presented information to the students regarding investing money. Mrs. Berryman also commented that Mr. Spector is an innovative teacher and thanked him for inviting her to his class.

Trustee Duncan's report: enjoyed his visit to Woodcrest School's Special Education Program and thanked Sharon Dyer for the tour; had a great trip to Washington, D. C.; announced that on August 24, the Museum of Teaching and Learning is having a get-together at Villa Del Sol in downtown Fullerton, Hidalgo Café will provide refreshments, and the cost to attend is minimal; discussed Dr. Greta Nagel's vision that is to create the Nation's first interactive museum about teaching and learning, and the museum will be world-class with highly interactive exhibits and activities; stated that Great Park and the Smithsonian have expressed interest in the Museum of Teaching and Learning and commented that we, as educators, should get involved.

Trustee Sugarman's report: October 18 is the annual All the Arts Pin Auction at the Museum Center, and there will be some differences with this year's event; stated it has been very nice to receive positive notes from parents

regarding the successful Summer Arts Program; attended a recent Fullerton Arboretum fundraiser and discussed the wonderful community collaboration, that money raised will help to provide Arboretum tours for students, and they also help with the garden project at Maple School; commented that at jury duty she met many different people, saw the "Shift Happens" video and commented it's very good.

Information from PTA, FETA, CSEA, FESMA

There were no reports.

Approve Minutes

Moved by Hilda Sugarman, seconded by Minard Duncan and carried 5-0 to approve the minutes of the Regular meeting on June 24, 2008 and the Special meeting on July 16, 2008.

Consent Items

Moved by Hilda Sugarman, seconded by Ellen Ballard and carried 5-0 to approve the consent items as presented. Trustee Berryman commented on the extensive amount of donations to the District that shows how much community members care about our schools. In response to Trustee Sugarman's inquiry to Dr. Hovey about consent item number 1i, Dr. Hovey explained how Dr. Lynch will facilitate the team activity at the August 11, 2008 Management Workshop, as well as her background.

- 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 822C0303 through 822C0312, 822D1146 through 822D1156, 822M0366 through 822M0389, 822R1376 through 822R1468, 822S0201, 822T0072 through 822T0082, 822V0246 through 822V0251 and 822X0694 through 822X0703 for the 2007/2008 fiscal year and C22C0001 through C22C0003, C22D0001 through C22D0005, C22L0001, C22M0001 through C22M0025, C22R0001 through C22R0007, C22S0001 through C22S0024, C22V0001 through C22V0008, C22X0001 through C22X0011, and C22Z0001 through C22Z0072 for the 2008/2009 fiscal year.
- 1d. Approve/Ratify Food Services purchase orders numbered 101167 through 101240 for 2007/2008.
- 1e. Approve/Ratify warrants numbered 64360 through 64931 for the 2007/2008 school year in the amount of \$3,006,210.11.
- 1f. Approve/Ratify Food Services warrants numbered 6282 through 6360 for the 2007/2008 school year.
- 1g. Approve Independent Contractor Agreement with Rich Thome for two Board/Superintendent Workshops during the 2008/2009 school year.
- 1h. Adopt Resolutions 07/08-B058 through 07/08-B067 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 Independent Contractor Agreement with Peggy Lynch for services on August 11, 2008.
- 1j. Approve/Ratify warrant from District 48 (Amerige Heights) numbered 1077 through 1078 for the 2007/2008 school year in the amount of \$100,905.53.
- 1k. Approve Agreement with Dolinka Group for administration of Community Facilities District 2000-1 (Van Daele) and Community Facilities District 2001-1 (Amerige Heights) in fiscal years 2008/2009 through 2011/2012.
- 1l. Approve/Ratify continued participation for the 2008/2009 school year in the Beginning Teacher Support and Assessment (BTSA) Program Grant and approve Fullerton School District as the Local Educational Agency (LEA).
- 1m. Approve Change Order #1 for Astro Painting Company for Interior Painting at Commonwealth School and Ladera Vista Junior High School and Exterior Painting at Acacia and Woodcrest Schools, FSD-07-08-DM-02.

- 1n. Approve amendment of workers' compensation excess insurance coverage from Republic Indemnity Company of America through Tolman and Wilker Insurance – Inwest Insurance Company of America at a cost not to exceed \$51,000.00 for 2008/2009.
- 1o. Approve/Ratify Classified Personnel Report.
- 1p. Approve/Ratify Memorandum of Understanding with the Orange County Department of Education for Special Education Programs and Procedures from July 1, 2008 through June 30, 2009.
- 1q. Approve/Ratify the 2008/2009 Child Development State Preschool Contract effective July 1, 2008 through June 30, 2009.
- 1r. Approve/Ratify the 2008/2009 Child Development Assembly Bill 172 Prekindergarten Family Literacy Program Contract effective July 1, 2008 through June 30, 2009.
- 1s. Approve/Ratify the 2008/2009 Child Development Assembly Bill 172 Prekindergarten Family Literacy Program Instructional Materials and Supplies Contract effective July 1, 2008 through June 30, 2009.
- 1t. Approve job descriptions for Program Specialist I positions (BTSA/PAR/Writing Staff Development Program Specialist I, English Learner/Parent Involvement/Summer School Program Specialist I and Instructional Technology Specialist I).
- 1u. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 4 (April 1, 2008-June 30, 2008).
- 1v. Approve Student Teaching Agreement with Biola University from August 1, 2008 through June 30, 2010.
- 1w. Approve Student Teaching Agreement with Azusa Pacific University from August 1, 2008 through June 30, 2011.
- 1x. Approve Student Teaching Agreement with National University commencing August 1, 2008 though June 30, 2009.
- 1y. Approve School Nurse Services Intern Agreement between California State University, Fresno and the Fullerton School District, commencing August 1, 2008.
- 1z. Approve/Ratify warrant from District 40 (Van Daele) numbered 1050 for the 2007/2008 school year in the amount of \$1,406.47.

Action/Discussion Items

- 2a. Hold discussion to provide direction for school trips to Washington, D.C.

Dr. Hovey stated the purpose of this item is to let the Board know some of the issues that surround student field trips in today's litigious times. Mr. Mike Brito and Mrs. Jennifer Shepard presented a comprehensive report that included: 1) ASCIP findings; 2) OCDE legal counsel recommendations; 3) field trip information from neighboring school districts; 4) staff recommendations and findings; 5) other considerations. The Board Members, District administrative staff, District teachers Jody Dyer and Sheryl Halm, and audience community members had an extensive discussion. Trustee Sugarman stated she does not want to discourage the trips or tell schools they must go on trips at a certain time. Following more discussion, Board consensus was for the District to have consistent guidelines that would include parent signatures on liability waiver/permission forms, parent signatures on chaperone forms, the purchase of additional liability and medical insurance, verification of fingerprint clearance for chaperones prior to trips, ensuring that all students may attend trips regardless of ability to pay (fundraising/donations), forming a Booster organization to coordinate trips, identifying the process/timeline for the Booster organization financial audit, and communication of FETA Contract language to District staff regarding overnight compensation.

- 2b. Approve overnight field trip for Beechwood School's eighth grade students
- 2c. Approve overnight field trip for Robert C. Fisler School's eighth grade students

2d. Approve overnight field trip for Nicolas Junior High School's eighth grade students

Moved by Hilda Sugarman, seconded by Minard Duncan and carried 5-0 to approve the overnight field trip for Beechwood School's eighth grade students to Washington, D.C., May 30 - June 6, 2009, Robert C. Fidler School's eighth grade students to Washington, D.C., May 16 - 23, 2009, and Nicolas Junior High School's eighth grade students to Washington, D.C., May 16 - 23, 2009.

Administrative Reports

3a. First Reading of New Board Policy 1313, Community Relations, Civility

Dr. Hovey explained that the purpose of this Policy is to promote mutual respect, civility and orderly conduct among District employees, parents and the public. Trustee Berryman stated that she feels this Policy is geared toward parents only, thus only protecting staff. Mrs. Berryman commented the Policy should protect everyone. Dr. Hovey stated this Policy is geared for employee protection and he would check to see if there is another Policy for parent/public protection.

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

Trustee Duncan requested a report on District recycling, and Dr. Gary Cardinale stated he would provide a report to the Board within the next few weeks.

Adjournment

President Thornley adjourned the Regular meeting on July 22, 2008 at 7:32 p.m.

Beverly Berryman, Clerk, Board of Trustees

CONSENT ITEM

DATE: August 19, 2008
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects new hires, rehire(s), speech therapist stipends, subsequent waiver requests and retirement(s).

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

MD:rw
Attachment

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE
BOARD OF TRUSTEES ON August 19, 2008**

NEW HIRES

NAME	ASSIGN/LOCATION	ACTION	COST CENTER	EFFECTIVE DATE
Sandra Bordy	2 nd Grade/Maple	III/1	100	08/26/08
Danielle DeMaio	3 rd Grade/Woodcrest	II/1	100	08/26/08
Amy Elwood	3 rd Grade/Raymond	II/1	100	08/26/08
Catherine Flores	Resource/Rolling Hills	III/1	130	08/26/08
Melissa James	Resource/Raymond	III/6	130	08/26/08
Amy Lees	3 rd Grade (50%)/Acacia	III/2	100	08/26/08
Melissa Lindgren	Math/Health/Nicolas	II/1	100	08/26/08
April Orozco	Kindergarten/Valencia Park	II/1	100	08/26/08
Brenda Ramos	Preschool/Richman	Col I/1	310	08/26/08
Lindsey Rutherford	Resource/Beechwood	II/1	130	08/26/08
Amy Sotolongo	Resource/Nicolas	II/1	130	08/26/08
Brittany Swanek	History/PE/Nicolas	IV/1	100	08/26/08

REHIRE(S)

NAME	ASSIGN/LOCATION	ACTION	COST CENTER	EFFECTIVE DATE
Lauren Katayama	6 th Grade/Raymond	II/2	100	08/26/08

SPEECH THERAPIST STIPENDS

**Approve 3rd year stipend of \$2,500.00, effective August 28, 2008, from cost center 100
for the following certificated personnel:**

Cynthia Acaba

Ricki Drabek

Suzanne Welty

SUBSEQUENT WAIVER REQUESTS

Title 5-80120: California Commission on Teacher Credentialing authorization to provide the employing agency with one year or longer to allow time to complete a requirement.

Approve subsequent waiver request for Ricki Drabek, Alex Fotinakes and Sara Rhyne, Speech Therapists, from 08/26/08 through 09/01/09, per EC 44268: Professional Preparation Program for the Speech-Language Pathology Services Credential.

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE
BOARD OF TRUSTEES ON August 19, 2008**

SUBSEQUENT WAIVER REQUESTS - CONTINUED

Approve Subsequent Waiver Request for Cheryl Roy, Early Childhood Special Education Teacher from 08/26/08 through 09/01/09, per EC 44265: Professional Preparation Program for the Early Childhood Special Education Credential.

RETIREMENT(S)

NAME	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
Arloa Moore	SDC Kinder Mild Moderate/ Pacific Drive	Retire	06/14/08

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 August 19, 2008.

Clerk/Secretary

CONSENT ITEM

DATE: August 19, 2008
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
SUBJECT: ACCEPT GIFTS AND AUTHORIZE DISTRICT STAFF TO EXPRESS THE BOARD OF TRUSTEES' APPRECIATION TO ALL DONORS

Background: According to Board Policy 3290 (a), the Board of Trustees may accept any bequest, gift of money or property on behalf of the School 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 this evening are included on the following page. 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 extra curricular 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.

GC:pp
Attachment

FULLERTON SCHOOL DISTRICT***Gifts – August 19, 2008***

<u>SCHOOL / SITE</u>	<u>DONOR</u>	<u>DESCRIPTION</u>
Richman	Timothy & Ginger Gieftakys (Community Partners)	Monetary donation of \$100.00 for library/Broadcasting Program/library books/Technology
Richman	Soroptimist International of Fullerton General Fund (Community Partners)	Monetary donation of \$250.00 for Richman Reader Book Fund and library books
Richman	Kevin & Leslie McCarthy (Community Partners)	Monetary donation of \$250.00 for Richman Readers Book Fund and Richman library
Richman	Alan & Ethelyn Bernstein (Community Partners)	Monetary donation of \$300.00 for Richman Readers Book Fund and Richman library
Richman	Jack Franklyn (Community Partner)	Donated a student assembly featuring “Zero, the Pig”
Richman	Corpus Christi Institute #188, Young Ladies Institute (Community Partner)	Monetary donation of \$500.00 for Richman Readers Book Fund
Richman	Jean Blomgren (Community Partner)	Monetary donation of \$250.00 for Richman Readers Book Fund
Richman	WAMU (Community Partner)	Monetary donation of \$262.26 for library books and All the Arts

CONSENT ITEM

DATE: August 19, 2008

TO: Mitch Hovey, Ed.D., District Superintendent

FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services

PREPARED BY: Suwen Su, Director of Business Services

SUBJECT: APPROVE/RATIFY PURCHASE ORDERS NUMBERED 822M0390, 822R1469 THROUGH 822R1485 FOR THE 2007/2008 FISCAL YEAR AND C22B0001 THROUGH C22B0006, C22C0004 THROUGH C22C0014, C22D0006 THROUGH C22D0151, C22L0002 THROUGH C22L0014, C22M0026 THROUGH C22M0070, C22R0008 THROUGH C22R0151, C22S0025 THROUGH C22S0036, C22T0001 THROUGH C22T0003, C22V0009 THROUGH C22V0031, C22X0012 THROUGH C22X0169, C22Y0001 THROUGH C22Y0025 FOR THE 2008/2009 FISCAL YEAR

Background: Expenditures for the Fullerton School 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 cancelled or changed in some manner and appear in the other sections of this report titled Purchase Order Detail – Cancelled Purchase Orders, or Purchase Order Detail – Change Orders. The subject purchase orders have been prepared 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 used 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 822M0390, 822R1469 through 822R1485 for the 2007/2008 fiscal year and C22B0001 through C22B0006, C22C0004 through C22C0014, C22D0006 through C22D0151, C22L0002 through C22L0014, C22M0026 through C22M0070, C22R0008 through C22R0151, C22S0025 through C22S0036, C22T0001 through C22T0003, C22V0009 through C22V0031, C22X0012 through C22X0169, C22Y0001 through C22Y0025 for the 2008/2009 fiscal year.

GC:SS:gs
Attachment

**FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 08/19/2008**

FROM 06/28/2008 TO 06/30/2008

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
822M0390	SSD ALARM SYSTEMS	49.60	49.60	0154950839 5800	Security / Other Contracted Services
822R1469	MONTOYA, KRISTIN	135.20	135.20	0110217159 4310	Foods Ladera Vista / Materials and Supplies Instr
822R1470	CROWLEY, KELLEY	85.38	85.38	0110217189 4310	Arts Crafts Design Ladera / Materials and Supplies Instr
822R1471	ALVARADO, KAREN	62.60	62.60	0136421101 4310	Orangethorpe Discr Block Grant / Materials and Supplies
822R1472	MEJIA, TERESA	310.32	310.32	0121025101 4310	CSR Cohort 4 Instr Richman / Materials and Supplies Inst
822R1473	ALVAREZ, ALMA	28.47	28.47	0109725109 4310	Suppl Grant Support Richman / Materials and Supplies In:
822R1474	KOJIMA, DEBRA	351.00	351.00	0136421101 4310	Orangethorpe Discr Block Grant / Materials and Supplies
822R1475	FULLERTON ELEMENTARY TEACHER	786.00	786.00	0152151749 5895	Personnel Serv Certificated DC / Service Awards
822R1476	CJ ENTERPRISES	1,325.00	300.00	0110217119 4310	LV Productions / Materials and Supplies Instr
			525.00	0110217132 4310	Dance Production Ladera Vista / Materials and Supplies I:
			25.00	0110217139 4310	Instrumental Music Ladera / Materials and Supplies Instr
			200.00	0110217142 4310	Theatre Arts Ladera Vista / Materials and Supplies Instr
			25.00	0110217149 4310	Vocal Music Ladera Vista / Materials and Supplies Instr
			250.00	0110317109 4310	Reimburse Ladera Disc / Materials and Supplies Instr
822R1477	FULLERTON, CITY OF	31,925.11	31,925.11	0153750799 5899	Business Administration DC / Other Expenses
822R1479	ADVISORY PUBLISHING AND CONSUL	1,650.00	1,650.00	0152151749 5800	Personnel Serv Certificated DC / Other Contracted Service
822R1480	FRONTLINE PLACEMENT TECHNOLOG	5,217.96	5,217.96	0152151749 5800	Personnel Serv Certificated DC / Other Contracted Service
822R1481	MOSER, LINDA	269.37	269.37	0130428101 4310	SBCP Instr Valencia Park / Materials and Supplies Instr
822R1482	MOSER, LINDA	116.10	116.10	0130428101 4310	SBCP Instr Valencia Park / Materials and Supplies Instr
822R1484	CENTRALIA SCHOOL DISTRICT	64,312.00	64,312.00	0171054921 7141	Excess Costs to County / Excess Cost to Districts
822R1485	CROMER, PATRICIA	2,250.00	2,250.00	0151454391 5828	Special Services / Special Education Settlements
	Fund 01 Total:	108,874.11			
	Total Amount of Purchase Orders:	108,874.11			

Addendum to:

Purchase Order Detail Report
Board of Trustees Meeting 08/19/2008

The purchase order referenced below did not appear on the Purchase Order Detail Report. It was never processed or canceled.

822R1483

Bette Crider, Buyer/Coordinator
Purchasing Services

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES MEETING 08/19/2008

FROM 06/28/2008 TO 06/30/2008

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
822B0301	PERMA BOUND	6,615.76	+876.95	0110230109 4310	Instruction Fisler DC / Materials and Supplies Instr
822M0128	PJHM ARCHITECTS INC	3,925.93	+813.75	2511811851 5805	Facilities Growth Beechwood / Consultants
822M0136	PJHM ARCHITECTS INC	17,283.48	+45.81	2567230851 5805	Fac Growth Dev Fees Fisler / Consultants
822M0179	EVERGREEN	10,171.00	+3,671.00	0154053829 5899	Hazardous Materials and Waste / Other Expenses
822M0207	WRIGHT GROUP, THE	14,224.00	+2,399.00	0154950839 5800	Security / Other Contracted Services
822M0285	PCN3 INC	384,075.05	-366,299.99	2367711851 6200	CC Facilities Beechwood / Buildings and Improve of Build
822M0315	COMMUNITY BANK	42,675.01	-40,700.00	2367711851 6200	CC Facilities Beechwood / Buildings and Improve of Build
822S0201	WAXIE KLEEN LINE CORPORATION	1,347.29	+6.88	0153150109 4310	Warehouse Instr Writ Off / Materials and Supplies Instr
822Z0029	GRAYBAR ELECTRIC COMPANY	79,865.00	+1,865.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
822Z0041	LOWES HIW INC	16,700.00	+700.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
822Z0050	PEST OPTIONS INC	28,435.00	+3,435.00	0154753849 5800	Grounds Discretionary / Other Contracted Services
	Fund 01 Total:		12,953.83		
	Fund 23 Total:		-406,999.99		
	Fund 25 Total:		859.56		
	Total Amount of Change Orders:		-393,186.60		

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS
BOARD OF TRUSTEES MEETING 08/19/2008

FROM 06/28/2008 TO 06/30/2008

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
822M0378	BEN'S ASPHALT INC		15,337.00	1453313859 6200	Deferred Maint Fac Fern Dr / Buildings and Improve of F
			21,478.00	1453320859 6200	Deferred Maint Fac Nicolas Jr / Buildings and Improve o
			99,763.00	1453321859 6200	Deferred Maint Fac Orangethrpe / Buildings and Improve
			26,964.00	1453324859 6200	Deferred Maint Fac Raymond / Buildings and Improve of
			17,604.00	1453325859 6200	Deferred Maint Fac Richman Sch / Buildings and Improv
			28,357.00	1453326859 6200	Deferred Maint Fac Rollng Hill / Buildings and Improve
			40,556.00	1453328859 6200	Deferred Maint Fac Valencia Pk / Buildings and Improve
			17,730.00	1453329859 6200	Deferred Maint Fac Woodcrest / Buildings and Improve c
		267,789.00			
822M0380	FERGUSON ENTERPRISES INC		29,288.47	2367750851 6200	CC Facilities / Buildings and Improve of Build
		29,288.47			
822R1328	SMARTETOOLS LLC		5,120.00	0153050799 5810	Business Administration DC / Data Processing Services
		5,120.00			
822R1369	ABLENET INC		284.38	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplic
		284.38			
822R1460	EDUCATIONAL CONSULTING SERVIC		7,500.00	0152657719 5805	Superintendent Discret / Consultants
		7,500.00			
822R1478	CALIFORNIA SCHOOL BOARDS ASSO		812.50	0152055779 5310	Education Services Discret / Dues and Memberships
			1,625.00	0152757789 5310	Administrative Assistant DC / Dues and Memberships
			812.50	0153750799 5310	Business Administration DC / Dues and Memberships
		3,250.00			
822X0034	ORANGE COUNTY REGISTER		145.00	0153050799 5900	Business Administration DC / Communications
		145.00			
	Fund 01 Total:	16,299.38			

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES MEETING 08/19/2008

FROM 06/28/2008 TO 06/30/2008

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
	Fund 14 Total:	267,789.00			
	Fund 23 Total:	29,288.47			
	Total Amount of Purchase Orders:	313,376.85			

Full Elem CFD2000-01
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 08/19/2008

FROM 06/28/2008 TO 06/30/2008

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2000-01

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES MEETING 08/19/2008**

FROM 06/28/2008 TO 06/30/2008

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2000-01

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS
BOARD OF TRUSTEES MEETING 08/19/2008

FROM 06/28/2008 TO 06/30/2008

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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NO CANCELED PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2001-01
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 08/19/2008

FROM 06/28/2008 TO 06/30/2008

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2001-01

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES MEETING 08/19/2008**

FROM 06/28/2008 TO 06/30/2008

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2001-01

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES MEETING 08/19/2008

FROM 06/28/2008 TO 06/30/2008

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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NO CANCELED PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 08/19/2008

FROM 07/02/2008 TO 07/29/2008

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22B0001	HOLT RINEHART AND WINSTON INC	1,410.15	1,410.15	0138055101 4100	Instructional Material K 8 / Textbooks
C22B0002	HOLT RINEHART AND WINSTON INC	13,077.04	13,077.04	0138055101 4100	Instructional Material K 8 / Textbooks
C22B0003	BALLARD AND TIGHE PUBLISHERS	600.53	600.53	0150755109 4310	CELDT Testing Instr (Mandate) / Materials and Supplies
C22B0004	SOLUTION TREE LLC	1,301.32	1,301.32	0109755219 4200	Supp Grant Instr Supervision / Books Other Than Textbo
C22B0005	SOLUTION TREE LLC	1,036.69	1,036.69	0109755219 4200	Supp Grant Instr Supervision / Books Other Than Textbo
C22B0006	ATKINSON ANDELSON LOYA RUDD RC	2,056.50	2,056.50	0109755219 4200	Supp Grant Instr Supervision / Books Other Than Textbo
C22C0004	READ NATURALLY	178.00	178.00	0130427101 5210	SBCP Instr Sunset / Conferences and Meetings
C22C0005	READ NATURALLY	358.00	358.00	0130423101 5210	SBCP Instr Parks / Conferences and Meetings
C22C0006	PESI HEALTHCARE	492.00	492.00	0125554101 5210	LEA Medi Cal Reimburse Speech / Conferences and Meet
C22C0007	CSU FULLERTON	50.00	50.00	0125554101 5210	LEA Medi Cal Reimburse Speech / Conferences and Meet
C22C0008	SCHOOL SERVICES OF CALIFORNIA	470.00	235.00	0153050799 5210	Business Administration DC / Conferences and Meetings
			235.00	0153750799 5210	Business Administration DC / Conferences and Meetings
C22C0009	SCHOOL SERVICES OF CALIFORNIA	235.00	235.00	0152657719 5210	Superintendent Discret / Conferences and Meetings
C22C0010	LATINO FAMILY LITERACY PROJECT	200.00	200.00	0134352101 5210	Community Based Engl TutorInst / Conferences and Meet
C22C0011	ORANGE COUNTY SCHOOL NURSES A	220.00	220.00	0151354341 5210	Health Services / Conferences and Meetings
C22C0012	SAN DIEGO CNTY OFFICE OF EDUCA	50.00	50.00	0135555221 5210	Beg Teacher Support Assessment / Conferences and Meet
C22C0013	CALIFORNIA CHILD DEVELOPMENT	599.09	599.09	1231019101 5210	Preschool Instruction / Conferences and Meetings
C22C0014	PADRE FOUNDATION	70.00	70.00	0151354341 5210	Health Services / Conferences and Meetings
C22D0006	VIRCO MANUFACTURING CORPORAT	400.18	400.18	2567050851 4310	Facilities / Materials and Supplies Instr
C22D0007	HOUGHTON MIFFLIN COMPANY	26,364.36	26,364.36	0138055101 4100	Instructional Material K 8 / Textbooks
C22D0008	HOUGHTON MIFFLIN COMPANY	23,059.79	23,059.79	0138055101 4100	Instructional Material K 8 / Textbooks
C22D0009	HOUGHTON MIFFLIN COMPANY	25,772.60	25,772.60	0138055101 4100	Instructional Material K 8 / Textbooks
C22D0010	HOUGHTON MIFFLIN COMPANY	18,723.19	18,723.19	0138055101 4100	Instructional Material K 8 / Textbooks

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 08/19/2008

FROM 07/02/2008 TO 07/29/2008

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22D0011	HOUGHTON MIFFLIN COMPANY	24,340.42	24,340.42	0138055101 4100	Instructional Material K 8 / Textbooks
C22D0012	HOUGHTON MIFFLIN COMPANY	32,575.72	32,575.72	0138055101 4100	Instructional Material K 8 / Textbooks
C22D0013	HOUGHTON MIFFLIN COMPANY	32,122.57	32,122.57	0138055101 4100	Instructional Material K 8 / Textbooks
C22D0014	HOUGHTON MIFFLIN COMPANY	18,733.63	18,733.63	0138055101 4100	Instructional Material K 8 / Textbooks
C22D0015	HOUGHTON MIFFLIN COMPANY	19,345.12	19,345.12	0138055101 4100	Instructional Material K 8 / Textbooks
C22D0016	HOUGHTON MIFFLIN COMPANY	37,666.60	37,666.60	0138055101 4100	Instructional Material K 8 / Textbooks
C22D0017	HOUGHTON MIFFLIN COMPANY	34,745.96	34,745.96	0138055101 4100	Instructional Material K 8 / Textbooks
C22D0018	HOUGHTON MIFFLIN COMPANY	20,092.70	20,092.70	0138055101 4100	Instructional Material K 8 / Textbooks
C22D0019	HOUGHTON MIFFLIN COMPANY	39,765.98	39,765.98	0138055101 4100	Instructional Material K 8 / Textbooks
C22D0020	HOUGHTON MIFFLIN COMPANY	27,547.39	27,547.39	0138055101 4100	Instructional Material K 8 / Textbooks
C22D0021	HOUGHTON MIFFLIN COMPANY	28,209.62	28,209.62	0138055101 4100	Instructional Material K 8 / Textbooks
C22D0022	HOUGHTON MIFFLIN COMPANY	33,702.35	33,702.35	0138055101 4100	Instructional Material K 8 / Textbooks
C22D0023	HOUGHTON MIFFLIN COMPANY	24,121.98	24,121.98	0138055101 4100	Instructional Material K 8 / Textbooks
C22D0024	HOUGHTON MIFFLIN COMPANY	30,096.59	30,096.59	0138055101 4100	Instructional Material K 8 / Textbooks
C22D0025	COASTAL PUBLISHING GROUP INC	730.76	730.76	0130415101 4310	SBCP Instr Golden Hill / Materials and Supplies Instr
C22D0026	SUCCESS BY DESIGN INC	354.84	354.84	0110315109 4310	Reimburse Golden Hill Disc / Materials and Supplies Instr
C22D0027	FROGUTS INC	308.00	308.00	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
C22D0028	HODGE PRODUCTS INC	596.31	596.31	0110320109 4310	Reimburse Nicolas Disc / Materials and Supplies Instr
C22D0029	LEARNING RESOURCES	39.22	39.22	0110315109 4310	Reimburse Golden Hill Disc / Materials and Supplies Instr
C22D0030	CURRICULUM ASSOCIATES	210.18	210.18	0130425101 4310	SBCP Instr Richman / Materials and Supplies Instr
C22D0031	CULVER NEWLIN INC	322.98	322.98	0153750799 4350	Business Administration DC / Materials and Supplies Offi
C22D0032	HOLT RINEHART AND WINSTON INC	5,506.28	5,506.28	0138055101 4100	Instructional Material K 8 / Textbooks
C22D0033	HOLT RINEHART AND WINSTON INC	3,961.84	3,961.84	0138055101 4100	Instructional Material K 8 / Textbooks

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 08/19/2008

FROM 07/02/2008 TO 07/29/2008

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22D0034	HOLT RINEHART AND WINSTON INC	5,573.43	5,573.43	0138055101 4100	Instructional Material K 8 / Textbooks
C22D0035	HOLT RINEHART AND WINSTON INC	8,192.28	8,192.28	0138055101 4100	Instructional Material K 8 / Textbooks
C22D0036	HOLT RINEHART AND WINSTON INC	2,820.29	2,820.29	0138055101 4100	Instructional Material K 8 / Textbooks
C22D0037	HOLT RINEHART AND WINSTON INC	6,714.98	6,714.98	0138055101 4100	Instructional Material K 8 / Textbooks
C22D0038	HOLT RINEHART AND WINSTON INC	4,834.79	4,834.79	0138055101 4100	Instructional Material K 8 / Textbooks
C22D0039	HOLT RINEHART AND WINSTON INC	7,722.23	7,722.23	0138055101 4100	Instructional Material K 8 / Textbooks
C22D0040	HOLT RINEHART AND WINSTON INC	6,782.13	6,782.13	0138055101 4100	Instructional Material K 8 / Textbooks
C22D0041	HOLT RINEHART AND WINSTON INC	4,431.89	4,431.89	0138055101 4100	Instructional Material K 8 / Textbooks
C22D0042	HOLT RINEHART AND WINSTON INC	7,856.53	7,856.53	0138055101 4100	Instructional Material K 8 / Textbooks
C22D0043	HOLT RINEHART AND WINSTON INC	4,566.19	4,566.19	0138055101 4100	Instructional Material K 8 / Textbooks
C22D0044	HOLT RINEHART AND WINSTON INC	7,655.08	7,655.08	0138055101 4100	Instructional Material K 8 / Textbooks
C22D0045	HOLT RINEHART AND WINSTON INC	6,983.58	6,983.58	0138055101 4100	Instructional Material K 8 / Textbooks
C22D0046	HOLT RINEHART AND WINSTON INC	4,364.74	4,364.74	0138055101 4100	Instructional Material K 8 / Textbooks
C22D0047	HOLT RINEHART AND WINSTON INC	14,868.41	14,868.41	0138055101 4100	Instructional Material K 8 / Textbooks
C22D0048	HOLT RINEHART AND WINSTON INC	16,489.86	16,489.86	0138055101 4100	Instructional Material K 8 / Textbooks
C22D0049	HOLT RINEHART AND WINSTON INC	43,865.51	43,865.51	0138055101 4100	Instructional Material K 8 / Textbooks
C22D0050	HOLT RINEHART AND WINSTON INC	40,157.22	40,157.22	0138055101 4100	Instructional Material K 8 / Textbooks
C22D0051	HOLT RINEHART AND WINSTON INC	51,673.59	51,673.59	0138055101 4100	Instructional Material K 8 / Textbooks
C22D0052	CLASSROOM STORAGE UNITS INC	263.92	263.92	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
C22D0053	DISCOUNT SCHOOL SUPPLY	461.47	461.47	1208216101 4310	Summer Camp Instr Herm Dr / Materials and Supplies Ins
C22D0054	SCHOOL MATE	2,825.14	2,825.14	0130425101 4310	SBCP Instr Richman / Materials and Supplies Instr
C22D0055	PREMIER SCHOOL AGENDA	3,196.11	3,196.11	0130422101 4310	SBCP Instr Pacific Drive / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 08/19/2008

FROM 07/02/2008 TO 07/29/2008

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22D0056	SPRINT PCS	77.56	77.56	0153353819 4360	Plant Maintenance DC / Materials and Supplies Other
C22D0057	NIMCO	1,280.08	1,280.08	0130423101 4310	SBCP Instr Parks / Materials and Supplies Instr
C22D0058	AMAZON.COM	206.72	206.72	1231852101 4310	Pre K Family Literacy Instr / Materials and Supplies Instr
C22D0059	AMAZON.COM	275.37	275.37	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
C22D0060	CAROLINA BIOLOGICAL SUPPLY COM	516.10	516.10	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
C22D0061	EVIDENT CRIME SCENE PRODUCTS	38.86	38.86	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
C22D0062	SCIENCE KIT AND BOREAL LABORAT	169.56	169.56	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
C22D0063	FLINN SCIENTIFIC	71.42	71.42	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
C22D0064	MARKERBOARD PEOPLE, THE	253.17	253.17	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
C22D0065	OFFICE DEPOT BUSINESS SERVICE	711.58	711.58	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
C22D0066	DISCOUNT SCHOOL SUPPLY	1,456.13	366.85 1,089.28	0134352101 4310 0134352101 6410	Community Based Engl TutorInst / Materials and Supplie: Community Based Engl TutorInst / New Equip Less Than
C22D0067	OFFICE DEPOT BUSINESS SERVICE	490.40	490.40	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
C22D0068	NCES INC	60.99	60.99	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
C22D0069	OFFICE DEPOT BUSINESS SERVICE	1,393.14	1,393.14	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
C22D0070	WOLVERINE SPORTS SUPPLY	47.99	47.99	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
C22D0071	OFFICE DEPOT BUSINESS SERVICE	210.37	210.37	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
C22D0072	APPLE COMPUTER INC.	644.35	644.35	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
C22D0073	REALLY GOOD STUFF	152.99	152.99	0110221109 4310	Instruction Orangethorpe DC / Materials and Supplies Instr
C22D0074	EDGEWOOD PRESS INC	512.21	512.21	0110313109 4310	Reimburse Fern Disc / Materials and Supplies Instr
C22D0075	SUCCESS BY DESIGN INC	524.13	524.13	0110313109 4310	Reimburse Fern Disc / Materials and Supplies Instr
C22D0076	EDGEWOOD PRESS INC	511.81	511.81	0110329109 4310	Reimburse Woodcrest Disc / Materials and Supplies Instr
C22D0077	ROCHESTER 100 INC	921.26	921.26	0130430101 4310	SBCP Instructional Fisler / Materials and Supplies Instr

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C22D0078	OFFICE DEPOT BUSINESS SERVICE	377.44	377.44	0140320279 4350	School Administration Discret / Materials and Supplies O
C22D0079	OFFICE DEPOT BUSINESS SERVICE	169.09	169.09	0110220109 4310	Instruction Nicolas DC / Materials and Supplies Instr
C22D0080	SOPRIS WEST	658.99	658.99	0130420101 4310	SBCP Instr Nicolas / Materials and Supplies Instr
C22D0081	SCHOOL SPECIALTY	54.09	54.09	0110220109 4310	Instruction Nicolas DC / Materials and Supplies Instr
C22D0082	OFFICE DEPOT BUSINESS SERVICE	64.60	64.60	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
C22D0083	SOLUTION TREE LLC	355.16	355.16	0130417101 4310	SBCP Instr Ladera Vista / Materials and Supplies Instr
C22D0084	S&S WORLDWIDE INC	68.84	68.84	0110313109 4310	Reimburse Fern Disc / Materials and Supplies Instr
C22D0085	AMERICAN TECHNICAL PUBLISHERS	35.33	35.33	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
C22D0086	CURRICULUM ASSOCIATES	889.31	889.31	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
C22D0087	USI INC	213.38	213.38	0110210109 4310	Instruction Acacia DC / Materials and Supplies Instr
C22D0088	BARRETT ROBINSON INC	464.48	464.48	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
C22D0089	SCHOOL MATE	1,205.25	1,205.25	0110329109 4310	Reimburse Woodcrest Disc / Materials and Supplies Instr
C22D0090	TALKEN GRAPHICS, EARL	439.15	439.15	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
C22D0091	STAPLES 025724519	60.59	60.59	0110215109 4310	Instr Golden Hill DC / Materials and Supplies Instr
C22D0092	SCHOOL SPECIALTY	53.94	53.94	0110215109 4310	Instr Golden Hill DC / Materials and Supplies Instr
C22D0093	LEARNING PLUS ASSOCIATES	14,821.26	14,821.26	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
C22D0094	CLASSROOM STORAGE UNITS INC	219.72	219.72	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
C22D0095	ROCHESTER 100 INC	1,018.24	1,018.24	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
C22D0096	UNISOURCE	251.08	251.08	0160690371 4350	Food Services / Materials and Supplies Office
C22D0097	CHEER OUTFITTERS INC	599.85	599.85	0111630109 4310	Fisler Donation Discretionary / Materials and Supplies Ins
C22D0098	SPRINT PCS	215.49	215.49	0152657719 4350	Superintendent Discret / Materials and Supplies Office
C22D0099	SOUTHWEST SCHOOL SUPPLY	58.19	58.19	0130425101 4310	SBCP Instr Richman / Materials and Supplies Instr
C22D0100	CM SCHOOL SUPPLY COMPANY	152.44	152.44	0130422101 4310	SBCP Instr Pacific Drive / Materials and Supplies Instr

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C22D0101	KTS AGENDAS	3,828.56	3,828.56	0109717109 4310	Suppl Grant Support Ladera Vis / Materials and Supplies
C22D0102	FREY SCIENTIFIC COMPANY	460.31	460.31	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
C22D0103	PIONEER STATIONERS	44.72	44.72	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
C22D0104	SCANTRON	2,476.29	2,476.29	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
C22D0105	NASCO WEST INC	104.16	104.16	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
C22D0106	MCDOUGAL LITTELL HOUGHTON MII	16,123.22	16,123.22	0110220109 4310	Instruction Nicolas DC / Materials and Supplies Instr
C22D0107	VIRCO MANUFACTURING CORPORAT	1,557.04	1,557.04	0109726109 4310	Suppl Grant Support Rolling Hi / Materials and Supplies I
C22D0108	TROXELL COMMUNICATIONS	357.73	357.73	0110228109 4310	Instr Valencia Park DC / Materials and Supplies Instr
C22D0109	DEMCO INC	289.90	289.90	0110317109 4310	Reimburse Ladera Disc / Materials and Supplies Instr
C22D0110	BRODART COMPANY	245.99	245.99	0110317109 4310	Reimburse Ladera Disc / Materials and Supplies Instr
C22D0111	DEMCO INC	45.05	45.05	0109717109 4310	Suppl Grant Support Ladera Vis / Materials and Supplies
C22D0112	SUPPLY MASTER	575.15	575.15	0109712109 4310	Suppl Grant Support Commonwlth / Materials and Supplie
C22D0113	APPLE COMPUTER INC.	626.46	626.46	0110227109 4310	Instruction Sunset Lane DC / Materials and Supplies Instr
C22D0114	NASCO WEST INC	388.26	388.26	0110220149 4310	Design Printmaking Nicolas / Materials and Supplies Instr
C22D0115	APPLE COMPUTER INC.	537.67	537.67	0110220109 4310	Instruction Nicolas DC / Materials and Supplies Instr
C22D0116	SOPRIS WEST	3,055.12	3,055.12	0111720109 4310	Hourly Intervention Nicolas / Materials and Supplies Instr
C22D0117	SUPPLY MASTER	1,620.66	1,620.66	0110221109 4310	Instruction Orangethorpe DC / Materials and Supplies Instr
C22D0118	BARRETT ROBINSON INC	4,428.32	4,428.32	0110228109 4310	Instr Valencia Park DC / Materials and Supplies Instr
C22D0119	OFFICE DEPOT BUSINESS SERVICE	222.24	222.24	0110220109 4310	Instruction Nicolas DC / Materials and Supplies Instr
C22D0120	PROTEX SAFE COMPANY	315.15	315.15	0109717109 4310	Suppl Grant Support Ladera Vis / Materials and Supplies
C22D0121	APPLE COMPUTER INC.	284.46	284.46	0144217101 4310	Laptop Donations Ladera Vista / Materials and Supplies I
C22D0122	NASCO WEST INC	932.42	932.42	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr

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C22D0123	SOUTHWEST SCHOOL SUPPLY	209.52	209.52	0140317279 4350	School Administration Discret / Materials and Supplies O
C22D0124	CDW.G	967.60	967.60	0110329109 4310	Reimburse Woodcrest Disc / Materials and Supplies Instr
C22D0125	OFFICE DEPOT BUSINESS SERVICE	284.15	284.15	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
C22D0126	TROXELL COMMUNICATIONS	228.44	228.44	0109717109 4310	Suppl Grant Support Ladera Vis / Materials and Supplies
C22D0127	S&S WORLDWIDE INC	271.73	271.73	1208510101 4310	Childcare Instr Acacia / Materials and Supplies Instr
C22D0128	SUPPLY MASTER	452.44	452.44	0110313109 4310	Reimburse Fern Disc / Materials and Supplies Instr
C22D0129	OFFICE DEPOT BUSINESS SERVICE	28.00	28.00	0130413101 4310	SBCP Instr Fern Drive / Materials and Supplies Instr
C22D0130	STAPLES 025724519	2,853.58	2,853.58	0130428101 4310	SBCP Instr Valencia Park / Materials and Supplies Instr
C22D0131	GOV CONNECTION	1,965.36	1,965.36	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
C22D0132	SCHOOL SPECIALTY	421.53	421.53	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
C22D0133	SUPPLY MASTER	96.33	96.33	0109717109 4310	Suppl Grant Support Ladera Vis / Materials and Supplies
C22D0134	OFFICE DEPOT BUSINESS SERVICE	368.81	368.81	0140320279 4350	School Administration Discret / Materials and Supplies O
C22D0135	SPORTIME SELECT SERVICE AND SU	964.81	964.81	0131911101 4310	Phys Educ Blk Grnt Beechwood / Materials and Supplies
C22D0136	COLUMBIA PINE CONES AND BOTANI	942.34	942.34	1231852101 4310	Pre K Family Literacy Instr / Materials and Supplies Instr
C22D0137	COLUMBIA PINE CONES AND BOTANI	342.07	342.07	1208526101 4310	Childcare Instr Rolling Hills / Materials and Supplies Inst
C22D0138	CDW.G	285.75	285.75	0111917109 4310	Phelps Grant Ladera Vista / Materials and Supplies Instr
C22D0139	INNOVATION FIRST INC	175.45	175.45	0130420101 4310	SBCP Instr Nicolas / Materials and Supplies Instr
C22D0140	UNIVERSAL MERCANTILE EXCHANGE	198.26	198.26	0140317279 4350	School Administration Discret / Materials and Supplies O
C22D0141	PREMIER SCHOOL AGENDA	2,738.59	2,738.59	0130428101 4310	SBCP Instr Valencia Park / Materials and Supplies Instr
C22D0142	BSN SPORTS	263.77	263.77	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
C22D0143	BSN SPORTS	653.77	653.77	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
C22D0144	BSN SPORTS	311.40	311.40	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
C22D0145	BSN SPORTS	149.99	149.99	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr

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C22D0146	BSN SPORTS	141.59	141.59	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
C22D0147	POSITIVE PROMOTIONS	282.90	282.90	0130422101 4310	SBCP Instr Pacific Drive / Materials and Supplies Instr
C22D0148	OFFICE DEPOT BUSINESS SERVICE	389.69	389.69	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
C22D0149	MENTORING MINDS	266.72	266.72	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
C22D0150	APPLE COMPUTER INC.	425.61	425.61	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
C22D0151	NATURE WATCH	343.15	343.15	1208526101 4310	Childcare Instr Rolling Hills / Materials and Supplies Instr
C22L0002	DYNAVOX	428.00	428.00	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
C22L0003	KONICA MINOLTA BUSINESS SOLUTI	3,576.00	510.86	0121252211 5630	Title I District Instr Adm / Rents and Leases
			510.86	0121752211 5630	Teacher Quality Instr Supv / Rents and Leases
			510.86	0122452221 5630	Title III Instr Staff Dev / Rents and Leases
			510.86	0130452211 5630	SBCP Instr Supervision Dist / Rents and Leases
			510.86	0140155239 5630	Curriculum Development Discret / Rents and Leases
			510.86	0141155229 5630	Staff Development Disc / Rents and Leases
			510.84	0152055779 5630	Education Services Discret / Rents and Leases
C22L0004	KONICA MINOLTA BUSINESS SOLUTI	2,621.16	436.87	0121252211 5630	Title I District Instr Adm / Rents and Leases
			436.87	0121752211 5630	Teacher Quality Instr Supv / Rents and Leases
			436.87	0134552261 5630	English Language Acq Parent / Rents and Leases
			436.87	0140155239 5630	Curriculum Development Discret / Rents and Leases
			436.87	0141155229 5630	Staff Development Disc / Rents and Leases
			436.81	0152055779 5630	Education Services Discret / Rents and Leases
C22L0005	KONICA MINOLTA BUSINESS SOLUTI	2,909.93	2,909.93	0140455249 5630	Multi Media Curriculum Lab DC / Rents and Leases
C22L0006	KONICA MINOLTA BUSINESS SOLUTI	3,200.00	3,200.00	0130420101 5630	SBCP Instr Nicolas / Rents and Leases
C22L0007	KONICA MINOLTA BUSINESS SOLUTI	3,110.00	3,110.00	0152151749 5630	Personnel Serv Certificated DC / Rents and Leases
C22L0008	KONICA MINOLTA BUSINESS SOLUTI	4,503.78	585.50	0141555219 5630	Fine Arts Resource Discret / Rents and Leases
			585.49	0151354341 5630	Health Services / Rents and Leases
			3,332.79	0151454391 5630	Special Services / Rents and Leases

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C22L0009	KONICA MINOLTA BUSINESS SOLUTI	875.36	875.36	0132952101 5714	Aftr Schl Ed Sfty Grt Cohort 6 / District Copier Lease Pay
C22L0010	KONICA MINOLTA BUSINESS SOLUTI	5,397.35	5,397.35	0153050799 5630	Business Administration DC / Rents and Leases
C22L0011	KONICA MINOLTA BUSINESS SOLUTI	2,784.00	2,088.00	0153050799 5630	Business Administration DC / Rents and Leases
			696.00	0153150759 5630	Warehouse DC / Rents and Leases
C22L0012	KONICA MINOLTA BUSINESS SOLUTI	300.00	300.00	0153353819 5800	Plant Maintenance DC / Other Contracted Services
C22L0013	CLASS LEASING INC	8,800.08	8,800.08	2567225859 5630	Fac Growth Dev Fees Richman / Rents and Leases
C22L0014	NATURAL HISTORY MUSEUM	800.00	800.00	0140555249 5630	Multi Media AV Lab DC / Rents and Leases
C22M0026	ASTRO PAINTING COMPANY INC	9,500.00	9,500.00	1453310859 6200	Deferred Maint Fac Acacia Sch / Buildings and Improve c
C22M0027	CASBO	522.00	522.00	0153353819 5310	Plant Maintenance DC / Dues and Memberships
C22M0028	COALITION ADEQUATE SCHOOL HOU	793.00	209.00	0153353819 5310	Plant Maintenance DC / Dues and Memberships
			584.00	0167050729 5310	Facilities Administration / Dues and Memberships
C22M0029	BEN'S ASPHALT INC	267,789.00	15,337.00	1453313859 6200	Deferred Maint Fac Fern Dr / Buildings and Improve of B
			21,478.00	1453320859 6200	Deferred Maint Fac Nicolas Jr / Buildings and Improve of
			99,763.00	1453321859 6200	Deferred Maint Fac Orangethrpe / Buildings and Improve
			26,964.00	1453324859 6200	Deferred Maint Fac Raymond / Buildings and Improve of
			17,604.00	1453325859 6200	Deferred Maint Fac Richman Sch / Buildings and Improve
			28,357.00	1453326859 6200	Deferred Maint Fac Rolling Hill / Buildings and Improve c
			40,556.00	1453328859 6200	Deferred Maint Fac Valencia Pk / Buildings and Improve
			17,730.00	1453329859 6200	Deferred Maint Fac Woodcrest / Buildings and Improve o
C22M0030	PCN3 INC	366,299.99	366,299.99	2367711851 6200	CC Facilities Beechwood / Buildings and Improve of Buil
C22M0031	COMMUNITY BANK	40,700.00	40,700.00	2367711851 6200	CC Facilities Beechwood / Buildings and Improve of Buil
C22M0032	FERGUSON ENTERPRISES INC	29,288.47	29,288.47	2367750851 6200	CC Facilities / Buildings and Improve of Build
C22M0033	GHATAODE BANNON ARCHITECTS	47,275.39	47,275.39	2367711851 5805	CC Facilities Beechwood / Consultants
C22M0034	GRAYBAR ELECTRIC COMPANY	446.93	446.93	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
C22M0035	FULLERTON, CITY OF	74.00	74.00	0153353819 5899	Plant Maintenance DC / Other Expenses

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C22M0036	SHIFFLER EQUIPMENT SALES	139.60	139.60	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
C22M0037	JONES-CAMPBELL CO	63.03	63.03	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
C22M0038	CHRISTIDIS GENERAL CONTRACTING	11,937.00	11,937.00	1453330859 5640	Deferred Maint Fac Fisler / Repairs by Vendors
C22M0039	M DAVIS PLUMBING AND	1,950.00	1,950.00	1453350859 5640	Deferred Maint Facilities / Repairs by Vendors
C22M0040	EBERHARD EQUIPMENT	30.09	30.09	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
C22M0042	BRADLEY COMPANY, E B	695.87	695.87	1453350859 6200	Deferred Maint Facilities / Buildings and Improve of Buil
C22M0043	REEL LUMBER	142.66	142.66	1453350859 6200	Deferred Maint Facilities / Buildings and Improve of Buil
C22M0045	GRAYBAR ELECTRIC COMPANY	5,592.49	5,592.49	1453350859 6200	Deferred Maint Facilities / Buildings and Improve of Buil
C22M0046	GANAHL LUMBER	1,185.25	1,185.25	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
C22M0047	CALIFORNIA PUBLIC SAFETY	6,930.00	6,930.00	0154950839 5800	Security / Other Contracted Services
C22M0048	JENSEN COMPANY, R	23,400.00	23,400.00	2167150851 6200	Facilities Improvement / Buildings and Improve of Build
C22M0049	UNIVERSAL ASPHALT COMPANY	5,780.00	5,780.00	2167150851 6100	Facilities Improvement / SITES & IMPROVEMENT OF
C22M0050	PRB CONSTRUCTION	11,600.00	11,600.00	1453350859 5640	Deferred Maint Facilities / Repairs by Vendors
C22M0051	ORTIZ TRACTOR SERVICE	4,500.00	4,500.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
C22M0052	MTGL INC	13,909.00	13,909.00	2367711851 5805	CC Facilities Beechwood / Consultants
C22M0053	GANAHL LUMBER	727.31	727.31	1453350859 6200	Deferred Maint Facilities / Buildings and Improve of Buil
C22M0054	AMS PAVING	1,163.78	1,163.78	1453319859 6200	Deferred Maint Fac Maple Sch / Buildings and Improve o
C22M0055	A 1 FENCE COMPANY	783.00	783.00	1453321859 6200	Deferred Maint Fac Orangethrpe / Buildings and Improve
C22M0056	A 1 FENCE COMPANY	7,728.00	7,728.00	2167150851 6100	Facilities Improvement / SITES & IMPROVEMENT OF
C22M0057	PRO INSTALLATIONS INC	3,365.00	1,990.00 1,375.00	1453317859 6200 1453320859 6200	Deferred Maint Fac Ladera Vsta / Buildings and Improve Deferred Maint Fac Nicolas Jr / Buildings and Improve of
C22M0058	ROOFING WHOLESALE COMPANY	998.69	998.69	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
C22M0059	HOWARD INDUSTRIES INC	2,857.04	2,857.04	1453350859 6200	Deferred Maint Facilities / Buildings and Improve of Buil

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C22M0060	DECORE-ATIVE SPECIALTIES	406.99	406.99	1453350859 6200	Deferred Maint Facilities / Buildings and Improve of Build
C22M0061	SSD ALARM SYSTEMS	446.40	446.40	0154950839 5640	Security / Repairs by Vendors
C22M0062	AMBIENT ENVIRONMENTAL INC	22,480.00	22,480.00	1453350859 5805	Deferred Maint Facilities / Consultants
C22M0063	COLLINS AND AIKMAN FLOOR COVER	7,080.38	7,080.38	2167150851 6200	Facilities Improvement / Buildings and Improve of Build
C22M0064	AMERICAN INDUSTRIAL SUPPLY INC	1,544.07	1,544.07	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
C22M0065	LOGICAL CHOICE TECHNOLOGIES	94.65	94.65	2167150851 6200	Facilities Improvement / Buildings and Improve of Build
C22M0066	PROJECTUS INC	996.99	996.99	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
C22M0067	ASTRO PAINTING COMPANY INC	3,500.00	3,500.00	1453350859 6200	Deferred Maint Facilities / Buildings and Improve of Build
C22M0068	HARDY INC, CHARLES G	689.18	689.18	1453350859 6200	Deferred Maint Facilities / Buildings and Improve of Build
C22M0069	SSD ALARM SYSTEMS	49.60	49.60	0154950839 5640	Security / Repairs by Vendors
C22M0070	FRY'S ELECTRONICS	1,041.96	1,041.96	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
C22R0008	CALIFORNIA SCHOOL BOARDS ASSOC	3,250.00	812.50	0152055779 5310	Education Services Discret / Dues and Memberships
			812.50	0152151749 5310	Personnel Serv Certificated DC / Dues and Memberships
			812.50	0152757789 5310	Administrative Assistant DC / Dues and Memberships
			812.50	0153750799 5310	Business Administration DC / Dues and Memberships
C22R0009	RENAISSANCE LEARNING INC	4,717.63	4,717.63	0130425101 4310	SBCP Instr Richman / Materials and Supplies Instr
C22R0010	MENDEZ FOUNDATION	12,794.63	12,794.63	0125055101 4310	IASA Drug Free Schools / Materials and Supplies Instr
C22R0011	INTERSTATE MUSIC	887.07	887.07	0110555109 4310	Music Program Instructional / Materials and Supplies Inst
C22R0012	ABLENET INC	284.38	284.38	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie
C22R0013	NICK RAIL MUSIC	523.39	523.39	0110555109 4310	Music Program Instructional / Materials and Supplies Inst
C22R0014	ORANGE CNTY DEPARTMENT OF EDU	71,746.00	71,746.00	0153050799 5810	Business Administration DC / Data Processing Services
C22R0015	ASSOC OF CA SCHOOL ADMINISTRAT	2,059.35	2,059.35	0152657719 5310	Superintendent Discret / Dues and Memberships
C22R0016	CALIFORNIA SCHOOL BOARDS ASSOC	11,228.00	11,228.00	0152557709 5310	Board Discret / Dues and Memberships

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C22R0017	ASSOC OF CA SCHOOL ADMINISTRAT	660.00	660.00	0152657719 5310	Superintendent Discret / Dues and Memberships
C22R0018	SCHOLASTIC MAGAZINES	1,891.86	1,891.86	0130425101 4310	SBCP Instr Richman / Materials and Supplies Instr
C22R0019	CALIFORNIA LEAGUE OF MIDDLE SC	295.00	295.00	0130420101 4310	SBCP Instr Nicolas / Materials and Supplies Instr
C22R0020	WEEKLY READER MAGAZINES	1,149.06	1,149.06	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
C22R0021	PERSONNEL COMMISSIONERS ASSOC	40.00	40.00	0152258749 5310	Personnel Commission Discret / Dues and Memberships
C22R0022	CODESP	1,750.00	1,750.00	0152258749 5310	Personnel Commission Discret / Dues and Memberships
C22R0023	ASSOC OF CA SCHOOL ADMINISTRAT	200.00	200.00	0152258749 5310	Personnel Commission Discret / Dues and Memberships
C22R0024	INTERNATIONAL PERSONNEL MGMN	345.00	345.00	0152258749 5310	Personnel Commission Discret / Dues and Memberships
C22R0025	ORANGE CNTY DEPARTMENT OF EDU	35,650.00	35,650.00	0110315109 5850	Reimburse Golden Hill Disc / Admission Fees
C22R0026	CALIFORNIA WEEKLY EXPLORER INC	852.00	852.00	0110230109 4310	Instruction Fisler DC / Materials and Supplies Instr
C22R0027	LONG BEACH AQUARIUM OF THE PAC	738.10	738.10	1208216101 5850	Summer Camp Instr Herm Dr / Admission Fees
C22R0028	LINBROOK BOWLING CENTER	420.00	420.00	1208216101 5850	Summer Camp Instr Herm Dr / Admission Fees
C22R0029	IRVINE, CITY OF	375.00	375.00	1208216101 5850	Summer Camp Instr Herm Dr / Admission Fees
C22R0030	MEDIEVAL TIMES DINNER AND	1,657.50	1,657.50	1208216101 5850	Summer Camp Instr Herm Dr / Admission Fees
C22R0031	NATIONAL GEOGRAPHIC EXPLORER	810.00	810.00	0110329109 4310	Reimburse Woodcrest Disc / Materials and Supplies Instr
C22R0032	MATRIX IMAGING PRODUCTS INC	4,589.06	4,589.06	0151055339 5800	Child Welfare and AttendanceDC / Other Contracted Serv
C22R0033	AEROMARK	12.77	12.77	0153750799 4350	Business Administration DC / Materials and Supplies Offi
C22R0034	OFFICE DEPOT BUSINESS SERVICE	156.20	85.11 71.09	0152657719 4350 0152950729 4350	Superintendent Discret / Materials and Supplies Office Districtwide Expenditures / Materials and Supplies Office
C22R0035	SUPPLY MASTER	224.68	224.68	0152657719 4350	Superintendent Discret / Materials and Supplies Office
C22R0037	CALSPRA	95.00	95.00	0152757789 5310	Administrative Assistant DC / Dues and Memberships
C22R0038	FOLLETT SOFTWARE COMPANY	340.00	340.00	0140055249 5810	Multi Media Technology DC / Data Processing Services
C22R0040	ACADEMIC CAPITAL GROUP	64,983.91	64,983.91	0181200001 4310	Lottery Instr Materials Exp / Materials and Supplies Instr

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C22R0041	PEARSON SCHOOL SYSTEMS	30,100.00	30,100.00	0134455241 4350	CSIS Best Practices Cohort IT / Materials and Supplies O
C22R0042	THE ACME NETWORK	1,400.00	1,400.00	0110220109 4310	Instruction Nicolas DC / Materials and Supplies Instr
C22R0043	EBSCO	999.00	999.00	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
C22R0044	SCHOLASTIC MAGAZINES	1,950.45	1,950.45	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
C22R0045	RENAISSANCE LEARNING INC	1,724.00	1,724.00	0110220109 4310	Instruction Nicolas DC / Materials and Supplies Instr
C22R0046	RENAISSANCE LEARNING INC	5,091.84	5,091.84	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
C22R0047	OFFICE DEPOT BUSINESS SERVICE	72.18	72.18	0150855359 4350	Distr Testing (Non Mandate) DC / Materials and Supplies
C22R0048	POPULAR SUBSCRIPTION SERVICES	98.53	98.53	0111630109 4310	Fisler Donation Discretionary / Materials and Supplies Ins
C22R0049	UTAH STATE UNIVERSITY	3,224.42	3,224.42	0152151749 4350	Personnel Serv Certificated DC / Materials and Supplies C
C22R0050	PEARSON SCHOOL SYSTEMS	49,941.02	49,941.02	0140955259 5810	Information Systems ServicesDC / Data Processing Servic
C22R0051	OCEAN INSTITUTE	2,750.00	2,750.00	0110315109 5850	Reimburse Golden Hill Disc / Admission Fees
C22R0052	OCEAN INSTITUTE	2,700.00	2,700.00	0110315109 5850	Reimburse Golden Hill Disc / Admission Fees
C22R0053	OCEAN INSTITUTE	2,750.00	2,750.00	0110315109 4310	Reimburse Golden Hill Disc / Materials and Supplies Inst
C22R0054	NATIONAL ASSOCIATION OF SECOND	76.00	76.00	0111630109 4310	Fisler Donation Discretionary / Materials and Supplies Ins
C22R0055	SCHOOL EMPLOYERS ASSOCIATION	1,987.00	1,987.00	0152351709 5310	Contract Admin Discret / Dues and Memberships
C22R0056	ASSOC OF CA SCHOOL ADMINISTRAT	1,482.00	1,482.00	0152151749 5310	Personnel Serv Certificated DC / Dues and Memberships
C22R0057	GWN MARKETING	4,000.00	4,000.00	0152151749 5899	Personnel Serv Certificated DC / Other Expenses
C22R0058	STAPLES 025724519	145.41	145.41	0144157259 4363	Laptop Program Inform System / Materials and Supplies F
C22R0059	SMARTETOOLS LLC	5,516.80	5,516.80	0153050799 5810	Business Administration DC / Data Processing Services
C22R0060	ORANGE CNTY DEPARTMENT OF EDU	456,000.00	456,000.00	0171054921 7142	Excess Costs to County / Excess Cost to County Office
C22R0061	ORANGE CNTY DEPARTMENT OF EDU	27,200.00	27,200.00	0171054921 7142	Excess Costs to County / Excess Cost to County Office
C22R0062	CTB MCGRAW HILL	2,700.00	2,700.00	0150755109 4310	CELDT Testing Instr (Mandate) / Materials and Supplies
C22R0063	CANON BUSINESS SOLUTIONS	212.38	212.38	0132952271 4350	Afttr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies O

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C22R0064	SUPPLY MASTER	128.92	128.92	0111555211 4350	Gifted Talented Ed Supervision / Materials and Supplies C
C22R0065	WESTERN GRAPHIX	930.00	930.00	0140455249 5640	Multi Media Curriculum Lab DC / Repairs by Vendors
C22R0066	COMPLETE BUSINESS SYSTEMS	2,280.00	2,280.00	0110225109 5630	Instruction Richman DC / Rents and Leases
C22R0067	WEEKLY READER MAGAZINES	845.31	845.31	0130425101 4310	SBCP Instr Richman / Materials and Supplies Instr
C22R0068	COMPANION CORPORATION	599.00	599.00	0140555249 5640	Multi Media AV Lab DC / Repairs by Vendors
C22R0069	SUPPLY MASTER	204.61	204.61	0140155239 4350	Curriculum Development Discret / Materials and Supplies
C22R0070	OFFICE DEPOT BUSINESS SERVICE	215.44	215.44	0151454391 4350	Special Services / Materials and Supplies Office
C22R0071	EDUCATIONAL RESOURCES	351.35	351.35	0134455241 4350	CSIS Best Practices Cohort IT / Materials and Supplies O
C22R0072	ABILITATIONS	133.78	133.78	0124254101 4310	Special Ed IDEA Basic RSP NSH / Materials and Supplie
C22R0073	GANDER PUBLISHING	1,049.04	1,049.04	0124254101 4310	Special Ed IDEA Basic RSP NSH / Materials and Supplie
C22R0074	LINGUI SYSTEMS INC	735.94	735.94	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie
C22R0075	PEARSON ASSESSMENT INC	629.96	629.96	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie
C22R0076	SUPER DUPER PUBLICATIONS	53.88	53.88	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie
C22R0077	SUPER DUPER PUBLICATIONS	167.75	167.75	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie
C22R0078	LINGUI SYSTEMS INC	47.36	47.36	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie
C22R0079	SUPER DUPER PUBLICATIONS	251.98	251.98	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie
C22R0080	PEARSON ASSESSMENT INC	175.45	175.45	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits Pr
C22R0081	LINGUI SYSTEMS INC	308.82	308.82	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie
C22R0082	SUPER DUPER PUBLICATIONS	192.20	192.20	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie
C22R0083	LINGUI SYSTEMS INC	139.91	139.91	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie
C22R0084	SUPER DUPER PUBLICATIONS	48.43	48.43	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie
C22R0085	LINGUI SYSTEMS INC	210.97	210.97	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie

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C22R0086	LINGUI SYSTEMS INC	131.35	131.35	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie
C22R0087	LINGUI SYSTEMS INC	85.02	85.02	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie
C22R0088	GREAT IDEAS FOR TEACHING INC	34.38	34.38	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie
C22R0089	SUPER DUPER PUBLICATIONS	48.36	48.36	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie
C22R0090	ACADEMIC COMMUNICATION ASSOC	93.59	93.59	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie
C22R0091	BEYOND PLAY	122.44	122.44	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie
C22R0092	SUPER DUPER PUBLICATIONS	156.86	156.86	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie
C22R0093	SUPER DUPER PUBLICATIONS	333.74	333.74	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie
C22R0094	NORTHERN SPEECH SERVICES	207.18	207.18	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie
C22R0095	NORTHERN SPEECH SERVICES	181.44	181.44	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie
C22R0096	PYRAMID EDUCATIONAL CONSULTAN	116.57	116.57	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie
C22R0097	NASHVILLE SPEAKERS BUREAU	4,500.00	4,500.00	0152657719 5805	Superintendent Discret / Consultants
C22R0098	SUPPLY MASTER	682.65	682.65	0153150759 4350	Warehouse DC / Materials and Supplies Office
C22R0099	REALLY GOOD STUFF	28.49	28.49	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie
C22R0100	ACADEMIC THERAPY PUBLISHERS	70.65	70.65	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie
C22R0101	GANDER PUBLISHING	329.65	329.65	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie
C22R0102	ACADEMIC COMMUNICATION ASSOC	111.87	111.87	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie
C22R0103	PCI EDUCATIONAL PUBLICATIONS	47.05	47.05	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie
C22R0104	GREAT IDEAS FOR TEACHING INC	80.01	80.01	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie
C22R0105	SUPER DUPER PUBLICATIONS	307.60	307.60	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie
C22R0106	SUPER DUPER PUBLICATIONS	311.78	311.78	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie
C22R0107	JANELLE PUBLICATIONS	79.79	79.79	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie
C22R0108	GREAT IDEAS FOR TEACHING INC	52.91	52.91	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie

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C22R0109	PRO ED	595.81	595.81	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits Pr
C22R0110	SUPER DUPER PUBLICATIONS	7,695.54	7,695.54	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie
C22R0111	LINGUI SYSTEMS INC	172.13	172.13	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie
C22R0112	SCOOTERS JUNGLE	312.00	312.00	1208216101 5850	Summer Camp Instr Herm Dr / Admission Fees
C22R0113	FULLERTON, CITY OF	40,000.00	40,000.00	0153750799 5899	Business Administration DC / Other Expenses
C22R0114	BOSSE, MONIQUE N	99.97	99.97	1208216101 4310	Summer Camp Instr Herm Dr / Materials and Supplies Ins
C22R0115	COSGROVE, MARILEE	780.27	126.91	1208216101 4310	Summer Camp Instr Herm Dr / Materials and Supplies Ins
			115.70	1208526101 4310	Childcare Instr Rolling Hills / Materials and Supplies Instr
			299.71	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
			237.95	1231019101 4350	Preschool Instruction / Materials and Supplies Office
C22R0116	RENAISSANCE LEARNING INC	2,276.22	2,276.22	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
C22R0117	COMPANION CORPORATION	11,381.00	11,381.00	0140055249 5810	Multi Media Technology DC / Data Processing Services
C22R0118	SPEECH BIN, THE	79.77	79.77	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie
C22R0119	BRIGHT APPLE	30.60	30.60	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie
C22R0120	MARSH MEDIA	58.82	58.82	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie
C22R0121	COUNCIL FOR EXCEPTIONAL CHILDR	85.80	85.80	0124254101 4310	Special Ed IDEA Basic RSP NSH / Materials and Supplie
C22R0122	EYE ON EDUCATION	35.27	35.27	0124254101 4310	Special Ed IDEA Basic RSP NSH / Materials and Supplie
C22R0123	PEARSON HIGHER EDUCATION	341.42	341.42	0124254101 4310	Special Ed IDEA Basic RSP NSH / Materials and Supplie
C22R0124	SOPRIS WEST	3,318.39	3,318.39	0124254101 4310	Special Ed IDEA Basic RSP NSH / Materials and Supplie
C22R0125	READ NATURALLY	1,529.30	1,529.30	0124254101 4310	Special Ed IDEA Basic RSP NSH / Materials and Supplie
C22R0126	HOUGHTON MIFFLIN COMPANY	1,602.34	1,602.34	0124254101 4310	Special Ed IDEA Basic RSP NSH / Materials and Supplie
C22R0127	CURRICULUM ASSOCIATES	15.19	15.19	0124254101 4310	Special Ed IDEA Basic RSP NSH / Materials and Supplie
C22R0128	EDUCATORS PUBLISHING SERVICE	339.62	339.62	0124254101 4310	Special Ed IDEA Basic RSP NSH / Materials and Supplie

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C22R0129	PCI EDUCATIONAL PUBLICATIONS	447.12	447.12	0124254101 4310	Special Ed IDEA Basic RSP NSH / Materials and Supplie
C22R0130	STAPLES 025724519	23.68	23.68	0150855359 4350	Distr Testing (Non Mandate) DC / Materials and Supplies
C22R0131	SPEECH BIN, THE	50.62	50.62	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie
C22R0132	SCHOOL SPECIALTY	152.20	152.20	0151454391 4350	Special Services / Materials and Supplies Office
C22R0133	GOV CONNECTION	24.46	24.46	0152151749 4350	Personnel Serv Certificated DC / Materials and Supplies C
C22R0134	AMAZON.COM	133.81	133.81	0156656369 4350	Transportation Special Ed DC / Materials and Supplies Of
C22R0135	SUPPLY MASTER	461.28	461.28	0140455249 4310	Multi Media Curriculum Lab DC / Materials and Supplies
C22R0136	AEROMARK	173.27	173.27	0130428101 4310	SBCP Instr Valencia Park / Materials and Supplies Instr
C22R0137	BOXSMART	504.80	504.80	0153150759 4350	Warehouse DC / Materials and Supplies Office
C22R0138	AEROMARK	209.57	209.57	0152657719 4350	Superintendent Discret / Materials and Supplies Office
C22R0139	LINGUI SYSTEMS INC	96.82	96.82	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie
C22R0140	LINGUI SYSTEMS INC	193.79	193.79	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie
C22R0141	LINGUI SYSTEMS INC	115.13	115.13	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie
C22R0142	NEOPOST INC.	306.01	306.01	0152950729 4350	Districtwide Expenditures / Materials and Supplies Office
C22R0143	APPLE COMPUTER INC.	2,101.13	2,101.13	0144220101 4310	Laptop Donations Nicolas / Materials and Supplies Instr
C22R0144	WEEKLY READER MAGAZINES	1,711.72	1,711.72	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
C22R0145	NATIONAL GEOGRAPHIC EXPLORER	865.00	865.00	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
C22R0146	SCHOLASTIC MAGAZINES	846.11	846.11	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
C22R0147	NATIONAL GEOGRAPHIC EXPLORER	105.00	105.00	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
C22R0148	COMPLETE BUSINESS SYSTEMS	1,800.00	1,800.00	0130428101 5630	SBCP Instr Valencia Park / Rents and Leases
C22R0149	DISNEY EDUCATIONAL PRODUCTS	105.81	105.81	0140555249 4310	Multi Media AV Lab DC / Materials and Supplies Instr
C22R0150	AEROMARK	8.89	8.89	0140055249 4350	Multi Media Technology DC / Materials and Supplies Off
C22R0151	LINGUI SYSTEMS INC	43.05	43.05	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplie

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C22S0025	PIONEER CHEMICAL COMPANY	3,448.00	3,448.00	010000000 9320	Unrestricted / Stores
C22S0026	AIR GAS DIRECT IND	510.30	510.30	010000000 9320	Unrestricted / Stores
C22S0027	WOODWARD LABORATORIES INC	2,679.84	2,569.84	010000000 9320	Unrestricted / Stores
			110.00	0153150109 4310	Warehouse Instr Writ Off / Materials and Supplies Instr
C22S0028	BEST BUY CHEMICAL AND SUPPLY	345.62	345.62	010000000 9320	Unrestricted / Stores
C22S0029	CANNON SPORTS INC	6,728.87	6,728.87	010000000 9320	Unrestricted / Stores
C22S0030	WAXIE KLEEN LINE CORPORATION	677.09	670.21	010000000 9320	Unrestricted / Stores
			6.88	0153150109 4310	Warehouse Instr Writ Off / Materials and Supplies Instr
C22S0031	BEST BUY CHEMICAL AND SUPPLY	1,061.05	1,061.05	010000000 9320	Unrestricted / Stores
C22S0032	GALE SUPPLY COMPANY	29,236.75	29,236.75	010000000 9320	Unrestricted / Stores
C22S0033	AMERICAN CHEMICAL AND SANITAR	1,951.75	1,951.75	010000000 9320	Unrestricted / Stores
C22S0034	WAXIE KLEEN LINE CORPORATION	148.03	141.15	010000000 9320	Unrestricted / Stores
			6.88	0153150109 4310	Warehouse Instr Writ Off / Materials and Supplies Instr
C22S0035	PIONEER CHEMICAL COMPANY	5,208.60	5,208.60	010000000 9320	Unrestricted / Stores
C22S0036	NORTH ORANGE COUNTY COMMUNIT	862.01	862.01	010000000 9320	Unrestricted / Stores
C22T0001	OFFICE DEPOT BUSINESS SERVICE	185.26	77.81	0156556369 4350	Home to Sch Transportation DC / Materials and Supplies
			107.45	0156656369 4350	Transportation Special Ed DC / Materials and Supplies O
C22T0002	TWIW INSURANCE SERVICES LLC	50,933.00	50,933.00	6852458741 5450	Workers Comp Admin / Insurance Premiums
C22T0003	PETRO-DIAMOND INC	31,943.15	2,555.45	0153256369 4361	Transportation Field Trips / Materials and Supplies Fuel
			14,054.99	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
			15,332.71	0156656369 4361	Transportation Special Ed DC / Materials and Supplies Fu
C22V0009	BELLFLOWER MUSIC CENTER	80,640.40	35,620.01	0110555109 4310	Music Program Instructional / Materials and Supplies Inst
			45,020.39	0110555109 6410	Music Program Instructional / New Equip Less Than \$10,
C22V0010	WASHINGTON MUSIC SALES CENTER	67,366.16	46,941.07	0110555109 4310	Music Program Instructional / Materials and Supplies Inst

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C22V0010	*** CONTINUED ***				
			20,425.09	0110555109 6410	Music Program Instructional / New Equip Less Than \$10,
C22V0011	WORLD OF STRINGS	26,560.38	26,560.38	0110555109 6410	Music Program Instructional / New Equip Less Than \$10,
C22V0012	MIDWEST MUSICAL IMPORTS	6,493.02	6,493.02	0110555109 6410	Music Program Instructional / New Equip Less Than \$10,
C22V0013	CULVER NEWLIN INC	7,802.18	7,802.18	0152557709 6450	Board Discret / Repl Equip Less Than \$10,000
C22V0014	CULVER NEWLIN INC	1,533.28	998.30	2567050851 4310	Facilities / Materials and Supplies Instr
			534.98	2567050851 6410	Facilities / New Equip Less Than \$10,000
C22V0015	K AND S MUSIC INC	4,653.72	3,008.38	0110555109 4310	Music Program Instructional / Materials and Supplies Inst
			1,645.34	0110555109 6410	Music Program Instructional / New Equip Less Than \$10,
C22V0016	ADAIR OFFICE FURNITURE	12,884.22	3,423.77	2367711851 4350	CC Facilities Beechwood / Materials and Supplies Office
			7,763.39	2367711851 6410	CC Facilities Beechwood / New Equip Less Than \$10,000
			1,697.06	2567211859 4310	Fac Growth Dev Fees Beechwood / Materials and Supplie
C22V0017	CULVER NEWLIN INC	2,069.06	1,036.01	2367711851 4350	CC Facilities Beechwood / Materials and Supplies Office
			1,033.05	2367711851 6410	CC Facilities Beechwood / New Equip Less Than \$10,000
C22V0018	APPLE COMPUTER INC.	22,570.17	5,506.88	0134455241 4350	CSIS Best Practices Cohort IT / Materials and Supplies O
			17,063.29	0134455241 6410	CSIS Best Practices Cohort IT / New Equip Less Than \$1
C22V0020	B AND M LAWN GARDEN	699.30	699.30	0154753849 6450	Grounds Discretionary / Repl Equip Less Than \$10,000
C22V0021	CDW.G	6,565.80	6,565.80	0134455241 6410	CSIS Best Practices Cohort IT / New Equip Less Than \$1
C22V0022	ATD AMERICAN COMPANY	8,875.80	8,875.80	2367719851 6200	CC Facilites Maple / Buildings and Improve of Build
C22V0023	BARRETT ROBINSON INC	3,413.34	3,413.34	2367719851 6200	CC Facilites Maple / Buildings and Improve of Build
C22V0025	FAR WEST MARINE ELECTRIC	68,200.00	68,200.00	2167150851 6200	Facilities Improvement / Buildings and Improve of Build
C22V0026	FAR WEST MARINE ELECTRIC	54,418.00	54,418.00	2167150851 6200	Facilities Improvement / Buildings and Improve of Build
C22V0027	NORWALK POWER EQUIPMENT	1,184.17	1,184.17	0153353819 6410	Plant Maintenance DC / New Equip Less Than \$10,000
C22V0028	DELL COMPUTER CORPORATION	1,332.41	1,332.41	0153050799 6450	Business Administration DC / Repl Equip Less Than \$10,

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C22V0029	CHEFS TOYS ADVANTAGE	2,886.59	2,886.59	0160690371 6410	Food Services / New Equip Less Than \$10,000
C22V0030	CDW.G	1,433.08	743.48	0110313109 4310	Reimburse Fern Disc / Materials and Supplies Instr
			689.60	0110313109 6410	Reimburse Fern Disc / New Equip Less Than \$10,000
C22V0031	APPLE COMPUTER INC.	12,604.60	967.60	0130420101 4310	SBCP Instr Nicolas / Materials and Supplies Instr
			11,637.00	0130420101 6510	SBCP Instr Nicolas / New Equip Greater Than \$10,000
C22X0012	SPRINT PCS	600.00	600.00	0135252821 5900	School Safety Utilities / Communications
C22X0013	LAKESHORE LEARNING	515.00	515.00	0109725109 4310	Suppl Grant Support Richman / Materials and Supplies In:
C22X0014	COSTCO WHOLESALE	1,000.00	1,000.00	0138352101 4310	CA Math and Science Instr / Materials and Supplies Instr
C22X0015	THORNELL, PATRICK	17,000.00	17,000.00	0138352101 5805	CA Math and Science Instr / Consultants
C22X0016	GANNON, DR JERRY	13,750.00	13,750.00	0138352101 5805	CA Math and Science Instr / Consultants
C22X0017	MARTINEZ CRUZ, DR ARMANDO	13,750.00	13,750.00	0138352101 5805	CA Math and Science Instr / Consultants
C22X0018	LEWIS, KATHY	30,250.00	30,250.00	0138352101 5805	CA Math and Science Instr / Consultants
C22X0019	GUILLAUME, ANDREA	4,750.00	4,750.00	0138352101 5805	CA Math and Science Instr / Consultants
C22X0020	YOPP-EDWARDS, RUTH	4,750.00	4,750.00	0138352101 5805	CA Math and Science Instr / Consultants
C22X0021	SLOWIK, HALLIE YOPP	4,750.00	4,750.00	0138352101 5805	CA Math and Science Instr / Consultants
C22X0022	STAPLES 025724519	1,000.00	1,000.00	0138352101 4310	CA Math and Science Instr / Materials and Supplies Instr
C22X0023	CM SCHOOL SUPPLY COMPANY	1,000.00	1,000.00	0138352101 4310	CA Math and Science Instr / Materials and Supplies Instr
C22X0024	SMART AND FINAL STORES CORPORA	1,000.00	1,000.00	0138352101 4310	CA Math and Science Instr / Materials and Supplies Instr
C22X0025	COSTCO WHOLESALE	1,000.00	1,000.00	0130430101 4310	SBCP Instructional Fisler / Materials and Supplies Instr
C22X0026	ALBERTSON'S INC	200.00	200.00	0110220109 4310	Instruction Nicolas DC / Materials and Supplies Instr
C22X0027	COSTCO WHOLESALE	1,200.00	700.00	0110220109 4310	Instruction Nicolas DC / Materials and Supplies Instr
			500.00	0140320279 4350	School Administration Discret / Materials and Supplies O:
C22X0028	ALBERTSON'S INC	4,000.00	4,000.00	0110223159 4310	Foods Parks Jr High / Materials and Supplies Instr

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C22X0029	DIAMOND TROPHY AND ENGRAVING	250.00	250.00	0110220109 4310	Instruction Nicolas DC / Materials and Supplies Instr
C22X0030	SMART AND FINAL STORES CORPORA	1,000.00	1,000.00	0110223159 4310	Foods Parks Jr High / Materials and Supplies Instr
C22X0031	VOGEL, MELANIE	2,940.00	2,940.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0032	DAVIS, CHELSEA KREITLER	1,380.00	1,380.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0033	GREEN, BRYAN	1,320.00	1,320.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0034	DIDYK, ROSINA	2,940.00	2,940.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0035	DYSON, DAWN L	2,940.00	2,940.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0036	JUDD, MARSHA	180.00	180.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0037	LEJUWANN, LAURA	1,500.00	1,500.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0038	JONES, DALE	1,500.00	1,500.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0039	WILSON, CYNTHIA ANN	1,200.00	1,200.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0040	MOODY, VERONICA	864.00	864.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0041	ADAMSON, GREG	1,500.00	1,500.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0042	RYANEN, CYNTHIA	1,500.00	1,500.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0043	BOYD, CIRCE	750.00	750.00	0141555109 5805	Fine Arts Resource Instr / Consultants
C22X0044	CANON USA INC	31,247.50	31,247.50	0151955769 5800	Copy Center Discretionary / Other Contracted Services
C22X0045	KELLY PAPER STORES	5,000.00	5,000.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
C22X0046	UNISOURCE	15,000.00	15,000.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
C22X0047	CANON USA INC	4,570.00	4,570.00	0110210109 5630	Instruction Acacia DC / Rents and Leases
C22X0048	CANON USA INC	10,000.00	1,000.00	0110230109 5630	Instruction Fisler DC / Rents and Leases
			9,000.00	0130430101 5630	SBCP Instructional Fisler / Rents and Leases
C22X0049	CANON USA INC	5,600.00	5,600.00	0130415101 5630	SBCP Instr Golden Hill / Rents and Leases
C22X0050	CANON USA INC	7,733.00	7,733.00	0110217109 5630	Instruction Ladera Vista DC / Rents and Leases

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C22X0051	CANON USA INC	3,800.00	3,800.00	0121219101 4310	Title I Maple Instruction / Materials and Supplies Instr
C22X0052	CANON USA INC	4,000.00	4,000.00	0130420101 5630	SBCP Instr Nicolas / Rents and Leases
C22X0053	CANON USA INC	6,000.00	6,000.00	0109721109 4310	Suppl Grant Support Orangethrp / Materials and Supplies
C22X0054	CANON USA INC	3,575.00	3,575.00	0130423101 5630	SBCP Instr Parks / Rents and Leases
C22X0055	CANON USA INC	4,000.00	4,000.00	0130424101 5630	SBCP Instr Raymond / Rents and Leases
C22X0056	CANON USA INC	5,530.00	5,530.00	0110225109 5630	Instruction Richman DC / Rents and Leases
C22X0057	CANON USA INC	6,000.00	6,000.00	0130427101 5630	SBCP Instr Sunset / Rents and Leases
C22X0058	CANON USA INC	3,690.00	3,690.00	0110229109 5630	Instruction Woodcrest DC / Rents and Leases
C22X0059	STAPLES 025724519	1,000.00	1,000.00	0109725109 4310	Suppl Grant Support Richman / Materials and Supplies In:
C22X0060	SMART AND FINAL STORES CORPORA	1,000.00	1,000.00	0109725109 4310	Suppl Grant Support Richman / Materials and Supplies In:
C22X0061	CM SCHOOL SUPPLY COMPANY	1,000.00	1,000.00	0109725109 4310	Suppl Grant Support Richman / Materials and Supplies In:
C22X0062	ALBERTSON'S INC	1,000.00	1,000.00	0109725109 4310	Suppl Grant Support Richman / Materials and Supplies In:
C22X0063	SPRINT PCS	1,600.00	1,600.00	0152657719 5900	Superintendent Discret / Communications
C22X0064	SPRINT PCS	1,800.00	1,800.00	0153750799 5900	Business Administration DC / Communications
C22X0065	KONICA MINOLTA BUSINESS SOLUTI	600.00	600.00	0150755359 5630	CELDT Testing Prg (Mandate) DC / Rents and Leases
C22X0066	STATE OF CALIFORNIA	400.00	400.00	0152151749 5880	Personnel Serv Certificated DC / Fingerprinting
C22X0067	APPLE COMPUTER INC.	50,000.00	50,000.00	0144157259 4363	Laptop Program Inform System / Materials and Supplies F
C22X0068	APPLE COMPUTER INC.	40,000.00	20,000.00	0140055249 4363	Multi Media Technology DC / Materials and Supplies Req
			20,000.00	0140955259 4363	Information Systems ServicesDC / Materials and Supplies
C22X0069	BLUE RAVEN TECHNOLOGY INC	40,000.00	5,000.00	0140055249 4363	Multi Media Technology DC / Materials and Supplies Req
			5,000.00	0140955259 4363	Information Systems ServicesDC / Materials and Supplies
			30,000.00	0144157259 4363	Laptop Program Inform System / Materials and Supplies F
C22X0070	DEPOT AMERICA INC	10,000.00	5,000.00	0140055249 4363	Multi Media Technology DC / Materials and Supplies Req
			5,000.00	0140955259 4363	Information Systems ServicesDC / Materials and Supplies

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C22X0071	FRY'S ELECTRONICS	8,000.00	4,000.00	0140055249 4363	Multi Media Technology DC / Materials and Supplies Req
			4,000.00	0140955259 4363	Information Systems ServicesDC / Materials and Supplies
C22X0072	MICRO CENTER	500.00	250.00	0140055249 4363	Multi Media Technology DC / Materials and Supplies Req
			250.00	0140955259 4363	Information Systems ServicesDC / Materials and Supplies
C22X0073	FULLERTON HARDWARE	250.00	125.00	0140055249 4363	Multi Media Technology DC / Materials and Supplies Req
			125.00	0140955259 4363	Information Systems ServicesDC / Materials and Supplies
C22X0074	HOME DEPOT, THE	750.00	375.00	0140055249 4363	Multi Media Technology DC / Materials and Supplies Req
			375.00	0140955259 4363	Information Systems ServicesDC / Materials and Supplies
C22X0075	ORVAC ELECTRONICS	2,000.00	1,000.00	0140055249 4363	Multi Media Technology DC / Materials and Supplies Req
			1,000.00	0140955259 4363	Information Systems ServicesDC / Materials and Supplies
C22X0076	MCFADDEN DALE HARDWARE	200.00	100.00	0140055249 4363	Multi Media Technology DC / Materials and Supplies Req
			100.00	0140955259 4363	Information Systems ServicesDC / Materials and Supplies
C22X0077	COSTCO WHOLESALE	500.00	250.00	0140055249 4363	Multi Media Technology DC / Materials and Supplies Req
			250.00	0140955259 4363	Information Systems ServicesDC / Materials and Supplies
C22X0078	TECHNOLOGY INTEGRATION GROUP	500.00	250.00	0140055249 4363	Multi Media Technology DC / Materials and Supplies Req
			250.00	0140955259 4363	Information Systems ServicesDC / Materials and Supplies
C22X0079	GRAYBAR ELECTRIC COMPANY	1,000.00	500.00	0140055249 4363	Multi Media Technology DC / Materials and Supplies Req
			500.00	0140955259 4363	Information Systems ServicesDC / Materials and Supplies
C22X0080	CHIDESTER AND ASSOCIATES, MAR	6,000.00	6,000.00	0152258749 5825	Personnel Commission Discret / Legal Assistance
C22X0081	CDT INC	1,600.00	1,600.00	0152258749 5875	Personnel Commission Discret / Medical Examinations
C22X0082	OCCUPATIONAL HEALTH CENTERS O	7,000.00	7,000.00	0152258749 5875	Personnel Commission Discret / Medical Examinations
C22X0083	ST JUDE HERITAGE HEALTH FOUNDA	1,200.00	1,200.00	0152258749 5875	Personnel Commission Discret / Medical Examinations
C22X0084	STAPLES 025724519	350.00	350.00	0152258749 4350	Personnel Commission Discret / Materials and Supplies O
C22X0085	ORANGE COUNTY REGISTER	8,000.00	8,000.00	0152258749 5890	Personnel Commission Discret / Advertising for Employor
C22X0086	STATE OF CALIFORNIA	7,000.00	7,000.00	0152258749 5880	Personnel Commission Discret / Fingerprinting

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C22X0087	DIAMOND TROPHY AND ENGRAVING	1,200.00	1,200.00	0152258749 5895	Personnel Commission Discret / Service Awards
C22X0088	BARNES AND NOBLE INC	1,000.00	1,000.00	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
C22X0089	CM SCHOOL SUPPLY COMPANY	2,000.00	2,000.00	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
C22X0090	COSTCO WHOLESALE	1,000.00	1,000.00	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
C22X0091	STAPLES 025724519	500.00	500.00	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
C22X0092	ALBERTSON'S INC	500.00	500.00	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
C22X0093	CANON USA INC	8,000.00	8,000.00	0130428101 5630	SBCP Instr Valencia Park / Rents and Leases
C22X0094	SPRINT PCS	1,500.00	1,500.00	0140955829 5900	Info Systems Serv Utility DC / Communications
C22X0095	SPRINT PCS	1,080.00	1,080.00	0140955829 5900	Info Systems Serv Utility DC / Communications
C22X0096	SPRINT PCS	275.00	275.00	0140455249 5900	Multi Media Curriculum Lab DC / Communications
C22X0097	SPRINT PCS	880.00	880.00	0140955829 5900	Info Systems Serv Utility DC / Communications
C22X0098	ATT/MCI	20,000.00	20,000.00	0140955829 5900	Info Systems Serv Utility DC / Communications
C22X0099	SCHOLASTIC BOOK FAIRS	400.00	400.00	0121219101 4310	Title I Maple Instruction / Materials and Supplies Instr
C22X0100	COSTCO WHOLESALE	700.00	700.00	0121219101 4310	Title I Maple Instruction / Materials and Supplies Instr
C22X0101	CM SCHOOL SUPPLY COMPANY	300.00	300.00	0121219101 4310	Title I Maple Instruction / Materials and Supplies Instr
C22X0102	STAPLES 025724519	1,000.00	1,000.00	0130419101 4310	SBCP Instr Maple / Materials and Supplies Instr
C22X0103	DEELITE DISTRIBUTION	3,500.00	3,500.00	0130430101 4310	SBCP Instructional Fisler / Materials and Supplies Instr
C22X0104	COSTCO WHOLESALE	1,500.00	1,500.00	0109755219 4350	Supp Grant Instr Supervision / Materials and Supplies Off
C22X0105	VERIZON WIRELESS	5,000.00	5,000.00	0132952101 5900	Afttr Schl Ed Sfty Grt Cohort 6 / Communications
C22X0106	ARROWHEAD DRINKING WATER	90.00	90.00	1208216101 4310	Summer Camp Instr Herm Dr / Materials and Supplies Ins
C22X0107	JOEL J GREAD ASSOCIATES INC	2,000.00	2,000.00	2367719851 5805	CC Facilites Maple / Consultants
C22X0108	SPRINT PCS	620.00	620.00	0130424829 5900	SBCP Operations Raymond / Communications

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C22X0109	COSTCO WHOLESALE	500.00	500.00	0130655221 4350	Peer Assistance Review Prog / Materials and Supplies Off
C22X0110	COSTCO WHOLESALE	500.00	500.00	0150655359 4350	STAR Testing Prog (Mandate) DC / Materials and Supplies
C22X0111	EDUCATIONAL TESTING SERVICE	6,000.00	6,000.00	0150655359 5810	STAR Testing Prog (Mandate) DC / Data Processing Serv
C22X0112	COSTCO WHOLESALE	750.00	750.00	0110217109 4310	Instruction Ladera Vista DC / Materials and Supplies Inst
C22X0113	STAPLES 025724519	1,500.00	1,500.00	0109755219 4350	Supp Grant Instr Supervision / Materials and Supplies Off
C22X0114	SMART AND FINAL STORES CORPORA	1,500.00	1,500.00	0109755219 4350	Supp Grant Instr Supervision / Materials and Supplies Off
C22X0115	STATER BROS	500.00	500.00	0109755219 4350	Supp Grant Instr Supervision / Materials and Supplies Off
C22X0116	SPRINT PCS	850.00	850.00	0152151749 5900	Personnel Serv Certificated DC / Communications
C22X0117	COSTCO WHOLESALE	400.00	400.00	0152351709 5899	Contract Admin Discret / Other Expenses
C22X0118	STAPLES 025724519	200.00	200.00	0152151749 4350	Personnel Serv Certificated DC / Materials and Supplies C
C22X0119	ATKINSON ANDELSON LOYA RUDD RC	5,387.50	5,387.50	0152151749 5825	Personnel Serv Certificated DC / Legal Assistance
C22X0120	PARKER AND COVERT LLP	30,000.00	15,000.00 15,000.00	0152151749 5825 0152351709 5825	Personnel Serv Certificated DC / Legal Assistance Contract Admin Discret / Legal Assistance
C22X0121	CANON USA INC	1,000.00	500.00 500.00	0140055249 5630 0140955259 5630	Multi Media Technology DC / Rents and Leases Information Systems ServicesDC / Rents and Leases
C22X0122	SPRINT PCS	400.00	400.00	0152757789 5900	Administrative Assistant DC / Communications
C22X0123	CANON USA INC	4,500.00	4,500.00	0130418101 5630	SBCP Instr Laguna / Rents and Leases
C22X0124	HEISE MA CCC-SLP, MELINDA J	1,200.00	1,200.00	0142054201 5805	Special Ed Administration / Consultants
C22X0125	ALLIED INTERPRETING SERVICES I	13,000.00	13,000.00	0142054201 5805	Special Ed Administration / Consultants
C22X0126	CANON USA INC	2,500.00	2,500.00	0109722109 5630	Suppl Grant Support Pacific Dr / Rents and Leases
C22X0127	KONICA MINOLTA BUSINESS SOLUTI	500.00	500.00	0142554109 5640	Calif Childrens Services Instr / Repairs by Vendors
C22X0128	SPRINT PCS	400.00	400.00	0153150759 5900	Warehouse DC / Communications
C22X0129	ALLSTATES ENVELOPE	3,000.00	3,000.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office

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C22X0130	XPEDX	3,000.00	3,000.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
C22X0131	HASLER INC	586.84	586.84	0152950729 5630	Districtwide Expenditures / Rents and Leases
C22X0132	VERIZON WIRELESS	9,500.00	1,000.00	1208510821 5900	Childcare Acacia Utilities / Communications
			1,000.00	1208511821 5900	Childcare Beechwood Utilities / Communications
			1,000.00	1208513821 5900	Childcare Fern Dr Utilities / Communications
			1,000.00	1208516821 5900	Childcare Hermosa Dr Utilities / Communications
			1,000.00	1208526821 5900	Childcare Rolling Hills Utilit / Communications
			1,000.00	1208527821 5900	Childcare Sunset Ln Utilities / Communications
			1,000.00	1208530821 5900	Childcare Fisler Utilities / Communications
			1,000.00	1208555821 5900	Childcare Operation Central / Communications
			1,500.00	1231019271 5900	Preschool Administration / Communications
C22X0133	VERIZON WIRELESS	1,616.25	1,616.25	0124854101 4310	Spec Ed Preschool Instr / Materials and Supplies Instr
C22X0134	CANON BUSINESS SOLUTIONS	7,327.00	7,327.00	0151955769 5800	Copy Center Discretionary / Other Contracted Services
C22X0135	STAPLES 025724519	2,500.00	2,500.00	0153050799 4350	Business Administration DC / Materials and Supplies Offi
C22X0136	GALLAGHER PEDIATRIC THERAPY	17,700.00	17,700.00	0115554101 5866	Non Public Schools / Nonpublic Agency Services
C22X0137	ASSISTIVE TECHNOLOGY EXCHANGE	2,300.00	2,300.00	0142054201 5805	Special Ed Administration / Consultants
C22X0138	UNITED CEREBRAL PALSY	6,000.00	6,000.00	0142054201 5805	Special Ed Administration / Consultants
C22X0139	XEROX CORPORATION	339.15	339.15	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
C22X0140	CANON USA INC	5,000.00	5,000.00	0130412101 5630	SBCP Instr Commonwealth / Rents and Leases
C22X0141	CANON USA INC	4,683.00	4,683.00	0140326279 5630	School Admin Discret R Hills / Rents and Leases
C22X0142	CANON USA INC	3,000.00	3,000.00	0130416101 5630	SBCP Instr Hermosa / Rents and Leases
C22X0143	CANON USA INC	600.00	600.00	0132952101 5630	Afttr Schl Ed Sfty Grt Cohort 6 / Rents and Leases
C22X0144	CANON USA INC	5,160.00	5,160.00	0140311279 5630	School Administration Discret / Rents and Leases
C22X0145	CANON USA INC	4,549.00	4,549.00	0140313279 5630	School Administration Discret / Rents and Leases
C22X0146	REHABILITATION INSTITUTE OF SO	1,300.00	1,300.00	0142054201 5805	Special Ed Administration / Consultants

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C22X0147	HEISE MA CCC-SLP, MELINDA J	12,480.00	12,480.00	0142054201 5805	Special Ed Administration / Consultants
C22X0148	HEISE MA CCC-SLP, MELINDA J	1,584.00	1,584.00	0142054201 5805	Special Ed Administration / Consultants
C22X0149	HEISE MA CCC-SLP, MELINDA J	1,584.00	1,584.00	0142054201 5805	Special Ed Administration / Consultants
C22X0150	REHABILITATION INSTITUTE OF SO	1,300.00	1,300.00	0142054201 5805	Special Ed Administration / Consultants
C22X0151	STAPLES 025724519	1,000.00	1,000.00	0153750799 4350	Business Administration DC / Materials and Supplies Offi
C22X0152	SCHOOL SERVICES OF CALIFORNIA	3,000.00	3,000.00	0153750799 5805	Business Administration DC / Consultants
C22X0153	SOUTHERN CALIFORNIA EDISON	1,518,000.00	1,453,000.00	0154653821 5502	Utilities / Utilities Electricity
			65,000.00	0160690371 5502	Food Services / Utilities Electricity
C22X0154	M G DISPOSAL SYSTEMS	158,000.00	153,000.00	0154653821 5506	Utilities / Utilities Trash Disposal
			5,000.00	0160690371 5506	Food Services / Utilities Trash Disposal
C22X0155	SOUTHERN CALIFORNIA GAS COMPAN	68,200.00	68,200.00	0154653821 5503	Utilities / Utilities Natural Gas
C22X0156	NIGRO NIGRO AND WHITE PC	41,000.00	41,000.00	0152557709 5835	Board Discret / Audit
C22X0157	BEACH CITY LIFT	1,198.00	1,198.00	0153150759 5640	Warehouse DC / Repairs by Vendors
C22X0158	CROWN EQUIPMENT CORP	300.00	300.00	0153150759 5640	Warehouse DC / Repairs by Vendors
C22X0159	SUBURBAN PROPANE	1,000.00	1,000.00	0153150759 4361	Warehouse DC / Materials and Supplies Fuel
C22X0160	SYSTEM ONE BUSINESS PRODUCTS I	5,568.45	4,653.45	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
			915.00	0151955769 5640	Copy Center Discretionary / Repairs by Vendors
C22X0161	IKON OFFICE SOLUTIONS INC	1,831.75	646.50	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
			1,185.25	0151955769 5800	Copy Center Discretionary / Other Contracted Services
C22X0162	RUTAN AND TUCKER	10,000.00	10,000.00	0152950709 5825	Districtwide Legal Exp DC / Legal Assistance
C22X0163	CAILLET CONSULTING	26,574.60	2,657.46	0121252211 5805	Title I District Instr Adm / Consultants
			2,657.46	0121752211 5805	Teacher Quality Instr Supv / Consultants
			21,259.68	0152055779 5805	Education Services Discret / Consultants
C22X0164	COSTCO WHOLESALE	500.00	500.00	0141155229 4350	Staff Development Disc / Materials and Supplies Office

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 08/19/2008

FROM 07/02/2008 TO 07/29/2008

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22X0165	SMART AND FINAL STORES CORPORA	300.00	300.00	0140155239 4350	Curriculum Development Discret / Materials and Supplies
C22X0166	STAPLES 025724519	400.00	400.00	0140155239 4350	Curriculum Development Discret / Materials and Supplies
C22X0167	STATER BROS	300.00	300.00	0140155239 4350	Curriculum Development Discret / Materials and Supplies
C22X0168	CM SCHOOL SUPPLY COMPANY	500.00	500.00	0140155239 4350	Curriculum Development Discret / Materials and Supplies
C22X0169	BONSANGUE, DR MARTIN	30,250.00	30,250.00	0138352101 5805	CA Math and Science Instr / Consultants
C22Y0001	C AND C AUTOMOTIVE DISTRIBUTOR	6,500.00	3,500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			3,000.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies Ot
C22Y0002	PACIFIC SUPPLY COMPANY	5,200.00	3,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			2,200.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies Ot
C22Y0003	FACTORY MOTOR PARTS COMPANY	3,300.00	2,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			1,300.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies Ot
C22Y0004	WESTRUX	2,200.00	1,700.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			500.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies Ot
C22Y0005	GARY'S RADIATOR SERVICE	1,000.00	600.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
			400.00	0156656369 5640	Transportation Special Ed DC / Repairs by Vendors
C22Y0006	FULLERTON DIESEL ELECTRIC	2,500.00	1,250.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			1,250.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies Ot
C22Y0007	FLEET SERVICES INC	2,300.00	1,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			400.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
			700.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies Ot
			200.00	0156656369 5640	Transportation Special Ed DC / Repairs by Vendors
C22Y0008	FULLERTON HARDWARE	550.00	300.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			250.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies Ot
C22Y0009	FULLERTON DODGE	400.00	400.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
C22Y0010	MCCOY AND MILLS FORD	1,000.00	500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 08/19/2008

FROM 07/02/2008 TO 07/29/2008

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22Y0010	*** CONTINUED ***				
			500.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies Ot
C22Y0011	MULLAHEY CHEVROLET	600.00	300.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			300.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies Ot
C22Y0012	TAIT ENVIRONMENTAL SYSTEMS	2,400.00	1,200.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
			1,200.00	0156656369 4361	Transportation Special Ed DC / Materials and Supplies Fu
C22Y0013	MCFADDEN DALE HARDWARE	300.00	150.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			150.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies Ot
C22Y0014	HOME DEPOT, THE	500.00	250.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			250.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies Ot
C22Y0015	STATE BOARD OF EQUALIZATION	1,600.00	800.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
			800.00	0156656369 4361	Transportation Special Ed DC / Materials and Supplies Fu
C22Y0016	ARAMARK UNIFORM SERVICE	2,700.00	1,350.00	0156556369 5800	Home to Sch Transportation DC / Other Contracted Servic
			1,350.00	0156656369 5800	Transportation Special Ed DC / Other Contracted Service:
C22Y0017	ASBURY ENVIRONMENTAL SERVICE	500.00	250.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
			250.00	0156656369 5640	Transportation Special Ed DC / Repairs by Vendors
C22Y0018	FULLERTON SMOG CENTER	1,400.00	1,205.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
			195.00	0156656369 5640	Transportation Special Ed DC / Repairs by Vendors
C22Y0019	SCHOOL BUS PARTS	1,000.00	500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			500.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies Ot
C22Y0020	PACIFIC INDUSTRIAL WATER SYSTE	3,000.00	1,500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			1,500.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies Ot
C22Y0021	AZ BUS SALES	1,000.00	400.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			600.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies Ot
C22Y0022	NAPA AUTO PARTS	750.00	300.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			100.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors

**FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 08/19/2008**

FROM 07/02/2008 TO 07/29/2008

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22Y0022	*** CONTINUED ***		250.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies Ot
			100.00	0156656369 5640	Transportation Special Ed DC / Repairs by Vendors
C22Y0023	FORD ELECTRONICS INC	200.00	200.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
C22Y0024	ABS POWER BRAKE INC	600.00	300.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			300.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies Ot
C22Y0025	KONICA MINOLTA BUSINESS SOLUTI	600.00	288.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
			312.00	0156656369 5640	Transportation Special Ed DC / Repairs by Vendors
	Fund 01 Total:	4,717,793.58			
	Fund 12 Total:	17,414.78			
	Fund 14 Total:	345,179.32			
	Fund 21 Total:	166,701.03			
	Fund 23 Total:	525,018.21			
	Fund 25 Total:	12,430.60			
	Fund 68 Total:	50,933.00			
	Total Amount of Purchase Orders:	5,835,470.52			

Addendum to:

Purchase Order Detail Report
Board of Trustees Meeting 08/19/2008

The purchase order referenced below did not appear on the Purchase Order Detail Report. **It was printed as of 07/01/2008** after the 07/22/2008 board meeting cut-off date of 07/01/2008.

<u>PO Number</u>	<u>Vendor</u>	<u>PO Total</u>	<u>Account Amount</u>	<u>Account Number</u>	<u>Pseudo/Object Description</u>
C22M0044	Labelle-Marvin Inc		1,250.00	1453313859 5805	Deferred Maint Fac Fern Dr/Consultants
			1,250.00	1453320859 5805	Deferred Maint Fac Nicolas Jr/Consultants
			1,250.00	1453321859 5805	Deferred Maint Fac Orangethrpe/Consultant
			1,250.00	1453324859 5805	Deferred Maint Fac Raymond/Consultants
			1,250.00	1453325859 5805	Deferred Maint Fac Richman Sch/Consultar
			1,250.00	1453326859 5805	Deferred Maint Fac Rollng Hill/Consultants
			1,250.00	1453328859 5805	Deferred Maint Fac Valencia Pk/Consultant
			1,250.00	1453329859 5805	Deferred Maint Fac Woodcrest/Consultants
		10,000.00			
	Fund 14 Total:	10,000.00			
Total Amount of Purchase Orders:		10,000.00			

Bette Crider, Buyer/Coordinator
Purchasing Services

FULLERTON ELEMENTARY

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES MEETING 08/19/2008**

FROM 07/02/2008 TO 07/29/2008

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22D0003	VIRCO MANUFACTURING CORPORAT	975.24	+124.45	0109715109 4310	Suppl Grant Support Golden Hil / Materials and Supplies Ir
C22D0004	CLASSROOM STORAGE UNITS INC	1,104.75	+1,104.75	2567211859 4310	Fac Growth Dev Fees Beechwood / Materials and Supplies
			-1,104.75	2567223859 6200	Fac Growth Dev Fees Parks / Buildings and Improve of Bui
C22M0007	WILLIAMS SCOTSMAN INC	2,531.84	-2,706.04	2367711851 6200	CC Facilities Beechwood / Buildings and Improve of Build
C22S0006	OFFICE DEPOT BUSINESS SERVICE	4,871.91	-23.19	0100000000 9320	Unrestricted / Stores
C22S0011	SCHOOL SPECIALTY	5,660.87	+1.50	0100000000 9320	Unrestricted / Stores
C22V0002	DURAY	24,351.50	+1,616.25	2367711851 6410	CC Facilities Beechwood / New Equip Less Than \$10,000
C22V0008	VIRCO MANUFACTURING CORPORAT	11,885.97	+6,020.28	2567211859 4310	Fac Growth Dev Fees Beechwood / Materials and Supplies
			-5,291.18	2567211859 6200	Fac Growth Dev Fees Beechwood / Buildings and Improve
			+5,865.69	2567211859 6410	Fac Growth Dev Fees Beechwood / New Equip Less Than \$
			-4,449.00	2567223859 6200	Fac Growth Dev Fees Parks / Buildings and Improve of Bui
C22Z0069	VISTA PAINT	3,750.00	+3,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
	Fund 01 Total:		3,102.76		
	Fund 23 Total:		-1,089.79		
	Fund 25 Total:		2,145.79		
	Total Amount of Change Orders:		4,158.76		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES MEETING 08/19/2008

FROM 07/02/2008 TO 07/29/2008

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
C22M0018	KONICA MINOLTA BUSINESS SOLUTI	300.00	300.00	0153353819 5800	Plant Maintenance DC / Other Contracted Services
C22M0041	GHATAODE BANNON ARCHITECTS	47,275.39	47,275.39	2367711851 5805	CC Facilities Beechwood / Consultants
C22R0036	ED SOURCE	250.00	250.00	0152657719 5310	Superintendent Discret / Dues and Memberships
C22R0039	APPLE COMPUTER INC.	9,713.82	9,713.82	0144157109 6410	Dist Laptop Prog Instr / New Equip Less Than \$10,000
C22V0019	APPLE COMPUTER INC.	886,126.39	886,126.39	0144157109 6410	Dist Laptop Prog Instr / New Equip Less Than \$10,000
C22V0024	GANAHL LUMBER	1,185.25	1,185.25	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
C22Z0073	CLASS LEASING INC	8,800.08	8,800.08	2567225859 5630	Fac Growth Dev Fees Richman / Rents and Leases
	Fund 01 Total:	897,575.46			
	Fund 23 Total:	47,275.39			
	Fund 25 Total:	8,800.08			
	Total Amount of Purchase Orders:	953,650.93			

Full Elem CFD2000-01

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES MEETING 08/19/2008

FROM 07/02/2008 TO 07/29/2008

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2000-01
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 08/19/2008

FROM 07/02/2008 TO 07/29/2008

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2000-01

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS
BOARD OF TRUSTEES MEETING 08/19/2008

FROM 07/02/2008 TO 07/29/2008

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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NO CANCELED PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2001-01
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 08/19/2008

FROM 07/02/2008 TO 07/29/2008

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2001-01

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES MEETING 08/19/2008

FROM 07/02/2008 TO 07/29/2008

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2001-01

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES MEETING 08/19/2008

FROM 07/02/2008 TO 07/29/2008

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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NO CANCELED PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

CONSENT ITEM

DATE: August 19, 2008

TO: Mitch Hovey, Ed.D., District Superintendent

FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services

PREPARED BY: Lisa Saldivar, Director, Food Services

SUBJECT: APPROVE/RATIFY FOOD SERVICES PURCHASE ORDERS NUMBERED 101241 THROUGH 110064 FOR THE 2008/2009 SCHOOL YEAR

Background: Board approval is requested for Food Services purchase orders. The purchase order summary dated June 28, 2008 through July 28, 2008 contains purchase orders numbered 101241 through 110064 totaling \$865,608.69.

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: Food Services Fund (13).

Recommendation: Approve/Ratify Food Services purchase orders numbered 101241 through 110064 for the 2008/2009 school year.

GC:LS:dlh
Attachment

Schedule of Open / Out of Date Sequence/ Processed Food Commodity Purchase Order Report
06-28-08 through 07-28-08

Date	Vendor	PO Number	Category	Amount
Open Purchase Orders				
Amount Not To Exceed				
7/3/2008	AT&T /MCI	110004	Utilities	1,850.00
7/3/2008	City of Fullerton	110007	Utilities	2,000.00
7/7/2008	Costco Wholesale - Visa	110025	Food	2,900.00
7/7/2008	Nextel Communications	110027	Utilities	4,000.00
7/7/2008	Fullerton Hardware	110029	Supplies	1,000.00
7/7/2008	Fullerton School District	110038	Maintenance	15,000.00
7/7/2008	Myschoolbucks, LLC	110039	Fees	4,000.00
7/7/2008	Office Depot	110040	Supplies	8,000.00
Out of Date Sequence P.O.'s				
NONE				
Processed Food & Commodity P.O.'s				
7/17/2008	ASR Food Distributors, Inc.	110048-A	Food	270.00
7/17/2008	ASR Food Distributors, Inc.	110053-A	Food	410.00
7/17/2008	ASR Food Distributors, Inc.	110060-A	Food	6.00
Total OPEN Purchase Orders				\$ 38,750.00
Total Purchase Orders Out of Date Sequence				0.00
Total Processed Food & Commodity P.O.'s				686.00
Total Purchase Orders from Purchase Order Summary Report				826,172.69
TOTAL PURCHASE ORDERS				\$ 865,608.69

Fullerton School District

Food Services

Page 1

Date 07/30/2008

Time 08:43

PURCHASE ORDER SUMMARY

(06/28/2008 - 07/28/2008)

Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total
A & R Distributors	110008	07/03/2008		0.00	8,928.20	0.00	8,928.20
	110009	07/03/2008		0.00	4,653.35	0.00	4,653.35
	110010	07/03/2008		0.00	11,979.80	0.00	11,979.80
	110049	07/17/2008		0.00	2,205.70	0.00	2,205.70
	110051	07/17/2008		0.00	5,645.49	0.00	5,645.49
	110054	07/17/2008		0.00	1,988.00	0.00	1,988.00
	110058	07/17/2008		0.00	1,552.26	0.00	1,552.26
				0.00	36,952.80	0.00	36,952.80
Arrowhead Water	110005	07/03/2008		0.00	0.00	703.99	703.99
				0.00	0.00	703.99	703.99
ASR Food Distributors, Inc.	110048	07/17/2008		0.00	17,087.73	3,428.42	20,516.15
	110053	07/17/2008		0.00	13,966.44	2,674.26	16,640.70
	110060	07/17/2008		0.00	2,670.00	0.00	2,670.00
	110063	07/17/2008		0.00	2,069.00	0.00	2,069.00
				0.00	35,793.17	6,102.68	41,895.85
AT&T/MCI	110004	07/03/2008		0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00
Bay Security & Communication	110006	07/03/2008		0.00	0.00	300.00	300.00
				0.00	0.00	300.00	300.00
City of Fullerton	110007	07/03/2008		0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00
Coca Cola Co.	110011	07/03/2008		0.00	7,072.50	0.00	7,072.50
	110012	07/03/2008		0.00	3,915.00	0.00	3,915.00
	110013	07/03/2008		0.00	6,895.25	0.00	6,895.25
	110014	07/03/2008		0.00	3,750.50	0.00	3,750.50
				0.00	21,633.25	0.00	21,633.25
Costco Wholesale - Visa	110025	07/07/2008		0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00
Crown Lift Trucks	110026	07/07/2008		0.00	0.00	405.85	405.85
	110043	07/08/2008		0.00	0.00	31,757.00	31,757.00
				0.00	0.00	32,162.85	32,162.85

* Totals Are Rounded

Fullerton School District

Date 07/30/2008

Food Services

Page 2

Time 08:43

PURCHASE ORDER SUMMARY

(06/28/2008 - 07/28/2008)

Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total
DayDots	101241	06/30/2008		0.00	0.00	454.55	454.55
				0.00	0.00	454.55	454.55
Driftwood Dairy	110028	07/07/2008		0.00	0.00	489.60	489.60
	110030	07/07/2008		0.00	0.00	875.84	875.84
	110031	07/07/2008		0.00	0.00	760.13	760.13
	110032	07/07/2008		0.00	0.00	610.30	610.30
	110033	07/07/2008		0.00	0.00	731.00	731.00
	110034	07/07/2008		0.00	0.00	1,314.44	1,314.44
	110035	07/07/2008		0.00	0.00	1,117.24	1,117.24
	110036	07/07/2008		0.00	0.00	687.71	687.71
				0.00	0.00	6,586.26	6,586.26
FENN Termite & Pest Control	110037	07/07/2008		0.00	0.00	9,444.00	9,444.00
				0.00	0.00	9,444.00	9,444.00
Fullerton Hardware	110029	07/07/2008		0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00
Fullerton School District	101244	06/30/2008		0.00	0.00	374,875.82	374,875.82
				0.00	0.00	374,875.82	374,875.82
Fullerton School District	110038	07/07/2008		0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00
Gold Star Foods	110016	07/03/2008		0.00	1,250.00	27,883.70	29,133.70
	110047	07/17/2008		0.00	3,417.09	0.00	3,417.09
	110050	07/17/2008		0.00	6,764.97	0.00	6,764.97
	110057	07/17/2008		0.00	3,078.66	0.00	3,078.66
				0.00	14,510.72	27,883.70	42,394.42
Golden West Distributing	110015	07/03/2008		0.00	328.50	0.00	328.50
				0.00	328.50	0.00	328.50
Joseph Webb Foods, Inc.	110046	07/10/2008		0.00	2,644.95	0.00	2,644.95
	110052	07/17/2008		0.00	5,895.91	0.00	5,895.91
	110055	07/17/2008		0.00	2,347.00	0.00	2,347.00
	110059	07/17/2008		0.00	2,180.40	0.00	2,180.40
				0.00	13,068.26	0.00	13,068.26

* Totals Are Rounded

Fullerton School District

Food Services

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Date 07/30/2008

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PURCHASE ORDER SUMMARY

(06/28/2008 - 07/28/2008)

Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total
MySchoolBucks, LLC	110039	07/07/2008		0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00
Nextel Communications	110027	07/07/2008		0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00
Office Depot	110040	07/07/2008		0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00
P & R	110017	07/03/2008		0.00	0.00	46,585.00	46,585.00
	110056	07/17/2008		0.00	0.00	2,700.90	2,700.90
				0.00	0.00	49,285.90	49,285.90
Papa John's Pizza	110018	07/03/2008		0.00	7,700.00	0.00	7,700.00
	110019	07/03/2008		0.00	7,700.00	0.00	7,700.00
	110020	07/03/2008		0.00	26,600.00	0.00	26,600.00
	110021	07/03/2008		0.00	25,900.00	0.00	25,900.00
	110022	07/03/2008		0.00	16,800.00	0.00	16,800.00
	110023	07/03/2008		0.00	35,000.00	0.00	35,000.00
				0.00	119,700.00	0.00	119,700.00
Petty Cash	101242	06/30/2008		0.00	44.78	0.00	274.18
				0.00	44.78	0.00	274.18
San Gabriel Valley - FSD	110002	07/03/2008		0.00	0.00	0.00	90.00
				0.00	0.00	0.00	90.00
Schoolhouse Software, Inc.	110003	07/03/2008		0.00	0.00	0.00	16,057.45
				0.00	0.00	0.00	16,057.45
State Board of Equaliz	101243	06/30/2008		0.00	0.00	0.00	696.79
				0.00	0.00	0.00	696.79
Swift Produce	110042	07/07/2008		0.00	0.00	0.00	548.20
	110044	07/08/2008		0.00	0.00	0.00	452.00
	110045	07/10/2008		0.00	0.00	0.00	1,098.80
	110062	07/17/2008		0.00	0.00	0.00	159.50
				0.00	0.00	0.00	2,258.50

* Totals Are Rounded

Fullerton School District

Food Services

Date 07/30/2008

Time 08:43

PURCHASE ORDER SUMMARY

(06/28/2008 - 07/28/2008)

Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total	
TechRoom	110001	07/01/2008		0.00	0.00	5,704.29	5,704.29	
	110041	07/07/2008		0.00	0.00	43,200.00	43,200.00	
				0.00	0.00	48,904.29	48,904.29	
The Popcorn Man	110061	07/17/2008		1,200.00	0.00	0.00	1,200.00	
				0.00	1,200.00	0.00	1,200.00	
U.S. Postmaster	110064	07/23/2008		0.00	0.00	2,000.00	2,000.00	
				0.00	0.00	2,000.00	2,000.00	
Xerox	110024	07/07/2008		0.00	0.00	4,860.25	4,860.25	
				0.00	0.00	4,860.25	4,860.25	
				0.00	243,231.48	49,285.90	533,655.31	826,172.69

* Totals Are Rounded

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Fullerton School District
Food Services
PURCHASE ORDER REPORT
PO Type: All
Purchase Date
(06/28/2008 - 07/28/2008)

Page 1

PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
101241	06/30/2008	DayDots	455	0	90
101242	06/30/2008	Petty Cash Petty Cash replenishment	319	0	90
101243	06/30/2008	State Board of Equaliz Sales Tax for April, May and June 2008	697	0	90
101244	06/30/2008	Fullerton School District 11B,12B & 12A Payroll and District Expenses	374,876	0	90
110001	07/01/2008	TechRoom School Site Workstation Hardware Maintenance	5,704	0	90
110002	07/03/2008	San Gabriel Valley - FSD 2008 Summer Workshop "School Lunch Rocks"	90	90	90
110003	07/03/2008	Schoolhouse Software, Inc. Annual Software Support July 2008 to June 2009	16,057	0	90
110004	07/03/2008	AT&T/MCI Open P.O. for School Year 2008-2009	1,850	142	90
110005	07/03/2008	Arrowhead Water Open P.O. for SY 2008-2009	704	0	90
110006	07/03/2008	Bay Security & Communication Alarm System Monitoring for SY 2008-2009	300	0	90
110007	07/03/2008	City of Fullerton Open P.O. for SY 2008-2009	2,000	157	90
110008	07/03/2008	A & R Distributors Open PO from July 2008 thru Dec 2008	8,928	0	17
110009	07/03/2008	A & R Distributors Open PO from July 2008 thru Dec 2008	4,653	0	20
110010	07/03/2008	A & R Distributors Open PO from July 2008 thru Dec 2008	11,980	0	23
110011	07/03/2008	Coca Cola Co. Open PO from July 2008 thru Dec 2008	7,073	0	17
110012	07/03/2008	Coca Cola Co. Open PO from July 2008 thru Dec 2008	3,915	0	20
110013	07/03/2008	Coca Cola Co. Open PO from July 2008 thru Dec 2008	6,895	0	23
110014	07/03/2008	Coca Cola Co. Open PO from July 2008 thru Dec 2008	3,751	0	90
110015	07/03/2008	Golden West Distributing Open PO from July 2008 thru Dec 2008	329	0	17
110016	07/03/2008	Gold Star Foods Open PO from July 2008 thru Dec 2008	29,134	0	90
110017	07/03/2008	P & R Open PO from July 2008 thru Dec 2008	46,585	0	99
110018	07/03/2008	Papa John's Pizza Open Po from July 2008 thru Dec 2008	7,700	0	11
110019	07/03/2008	Papa John's Pizza Open PO from July 2008 thru Dec 2008	7,700	0	30

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Fullerton School District
 Food Services
 PURCHASE ORDER REPORT
 PO Type: All
 Purchase Date
 (06/28/2008 - 07/28/2008)

PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
110020	07/03/2008	Papa John's Pizza Open PO from July 2008 thru Dec 2008	26,600	0	17
110021	07/03/2008	Papa John's Pizza Open PO from July 2008 thru Dec 2008	25,900	0	20
110022	07/03/2008	Papa John's Pizza Open PO from July 2008 thru Dec 2008	16,800	0	23
110023	07/03/2008	Papa John's Pizza Open PO from July 2008 thru Dec 2008	35,000	0	90
110024	07/07/2008	Xerox Open P.O. for SY 2008-2009	4,860	373	90
110025	07/07/2008	Costco Wholesale - Visa Open P.O. for SY 2008-2009	2,900	0	90
110026	07/07/2008	Crown Lift Trucks Open P.O. for SY 2008-2009	406	0	90
110027	07/07/2008	Nextel Communications Open P.O. for SY 2008-2009	4,000	0	90
110028	07/07/2008	Driftwood Dairy Dairy purchases for July 2008	490	0	12
110029	07/07/2008	Fullerton Hardware Open P.O. for SY 2008-2009	1,000	0	90
110030	07/07/2008	Driftwood Dairy Dairy purchases for July 2008	876	0	20
110031	07/07/2008	Driftwood Dairy Dairy purchases for July 2008	760	0	21
110032	07/07/2008	Driftwood Dairy Dairy purchases for July 2008	610	0	22
110033	07/07/2008	Driftwood Dairy Dairy purchases for July 2008	731	0	24
110034	07/07/2008	Driftwood Dairy Dairy purchases for July 2008	1,314	0	25
110035	07/07/2008	Driftwood Dairy Dairy purchases for July 2008	1,117	0	28
110036	07/07/2008	Driftwood Dairy Dairy purchases for July 2008	688	0	29
110037	07/07/2008	FENN Termite & Pest Control Pest Control for SY 2008-2009	9,444	0	90
110038	07/07/2008	Fullerton School District Open P.O. for SY 2008-2009	15,000	0	90
110039	07/07/2008	MySchoolBucks, LLC Open P.O. for SY 2008-2009 for MSB Users' Fees	4,000	0	90
110040	07/07/2008	Office Depot Open P.O. for SY 2008-2009	8,000	451	90
110041	07/07/2008	TechRoom Retainer fee \$3,600.00 / month (24 hrs./ month)	43,200	0	90
110042	07/07/2008	Swift Produce Produce delv'd 7/2/08. Inv#499548, 499565	548	160	90

Fullerton School District

Food Services

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P U R C H A S E O R D E R R E P O R T

PO Type: All

Purchase Date

(06/28/2008 - 07/28/2008)

PO Number	PO Date	Vendor Name	PO Amount	Amount Used	Loc No
110043	07/08/2008	Crown Lift Trucks Forklift Replacement Purchase	31,757	0	90
110044	07/08/2008	Swift Produce Produce delv'd 7/8/08. Inv#499709	452	0	90
110045	07/10/2008	Swift Produce Produce delv'd 7/9/08. Inv#499744	1,099	0	90
110046	07/10/2008	Joseph Webb Foods, Inc.	2,645	0	99
110047	07/17/2008	Gold Star Foods	3,417	0	99
110048	07/17/2008	ASR Food Distributors, Inc.	20,516	0	99
110049	07/17/2008	A & R Distributors	2,206	0	99
110050	07/17/2008	Gold Star Foods	6,765	0	99
110051	07/17/2008	A & R Distributors	5,645	0	99
110052	07/17/2008	Joseph Webb Foods, Inc.	5,896	0	99
110053	07/17/2008	ASR Food Distributors, Inc.	16,641	0	99
110054	07/17/2008	A & R Distributors	1,988	0	99
110055	07/17/2008	Joseph Webb Foods, Inc.	2,347	0	99
110056	07/17/2008	P & R	2,701	0	99
110057	07/17/2008	Gold Star Foods	3,079	0	99
110058	07/17/2008	A & R Distributors	1,552	0	99
110059	07/17/2008	Joseph Webb Foods, Inc.	2,180	0	99
110060	07/17/2008	ASR Food Distributors, Inc.	2,670	0	99
110061	07/17/2008	The Popcorn Man	1,200	0	99
110062	07/17/2008	Swift Produce Produce delv'd 7/15/08. Inv#499900	160	0	99
110063	07/17/2008	ASR Food Distributors, Inc.	2,069	0	99
110064	07/23/2008	U.S. Postmaster Postage for mailing Free & Reduced Applications	2,000	0	90

Fullerton School District

Food Services

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PURCHASE ORDER SUMMARY

(06/28/2008 - 07/28/2008)

Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total
A & R Distributors	110008	07/03/2008		0.00	8,928.20	0.00	8,928.20
	110009	07/03/2008		0.00	4,653.35	0.00	4,653.35
	110010	07/03/2008		0.00	11,979.80	0.00	11,979.80
	110049	07/17/2008		0.00	2,205.70	0.00	2,205.70
	110051	07/17/2008		0.00	5,645.49	0.00	5,645.49
	110054	07/17/2008		0.00	1,988.00	0.00	1,988.00
	110058	07/17/2008		0.00	1,552.26	0.00	1,552.26
				0.00	36,952.80	0.00	36,952.80
Arrowhead Water	110005	07/03/2008		0.00	0.00	703.99	703.99
				0.00	0.00	703.99	703.99
ASR Food Distributors, Inc.	110048	07/17/2008		0.00	17,087.73	3,428.42	20,516.15
	110053	07/17/2008		0.00	13,966.44	2,674.26	16,640.70
	110060	07/17/2008		0.00	2,670.00	0.00	2,670.00
	110063	07/17/2008		0.00	2,069.00	0.00	2,069.00
				0.00	35,793.17	6,102.68	41,895.85
AT&T/MCI	110004	07/03/2008		0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00
Bay Security & Communication	110006	07/03/2008		0.00	0.00	300.00	300.00
				0.00	0.00	300.00	300.00
City of Fullerton	110007	07/03/2008		0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00
Coca Cola Co.	110011	07/03/2008		0.00	7,072.50	0.00	7,072.50
	110012	07/03/2008		0.00	3,915.00	0.00	3,915.00
	110013	07/03/2008		0.00	6,895.25	0.00	6,895.25
	110014	07/03/2008		0.00	3,750.50	0.00	3,750.50
				0.00	21,633.25	0.00	21,633.25
Costco Wholesale - Visa	110025	07/07/2008		0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00
Crown Lift Trucks	110026	07/07/2008		0.00	0.00	405.85	405.85
	110043	07/08/2008		0.00	0.00	31,757.00	31,757.00
				0.00	0.00	32,162.85	32,162.85

* Totals Are Rounded

Fullerton School District

Food Services

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PURCHASE ORDER SUMMARY

(06/28/2008 - 07/28/2008)

Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total
DayDots	101241	06/30/2008		0.00	0.00	454.55	454.55
				0.00	0.00	454.55	454.55
Driftwood Dairy	110028	07/07/2008		0.00	0.00	489.60	489.60
	110030	07/07/2008		0.00	0.00	875.84	875.84
	110031	07/07/2008		0.00	0.00	760.13	760.13
	110032	07/07/2008		0.00	0.00	610.30	610.30
	110033	07/07/2008		0.00	0.00	731.00	731.00
	110034	07/07/2008		0.00	0.00	1,314.44	1,314.44
	110035	07/07/2008		0.00	0.00	1,117.24	1,117.24
	110036	07/07/2008		0.00	0.00	687.71	687.71
				0.00	0.00	6,586.26	6,586.26
FENN Termite & Pest Control	110037	07/07/2008		0.00	0.00	9,444.00	9,444.00
				0.00	0.00	9,444.00	9,444.00
Fullerton Hardware	110029	07/07/2008		0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00
Fullerton School District	101244	06/30/2008		0.00	0.00	374,875.82	374,875.82
				0.00	0.00	374,875.82	374,875.82
Fullerton School District	110038	07/07/2008		0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00
Gold Star Foods	110016	07/03/2008		0.00	1,250.00	27,883.70	29,133.70
	110047	07/17/2008		0.00	3,417.09	0.00	3,417.09
	110050	07/17/2008		0.00	6,764.97	0.00	6,764.97
	110057	07/17/2008		0.00	3,078.66	0.00	3,078.66
				0.00	14,510.72	27,883.70	42,394.42
Golden West Distributing	110015	07/03/2008		0.00	328.50	0.00	328.50
				0.00	328.50	0.00	328.50
Joseph Webb Foods, Inc.	110046	07/10/2008		0.00	2,644.95	0.00	2,644.95
	110052	07/17/2008		0.00	5,895.91	0.00	5,895.91
	110055	07/17/2008		0.00	2,347.00	0.00	2,347.00
	110059	07/17/2008		0.00	2,180.40	0.00	2,180.40
				0.00	13,068.26	0.00	13,068.26

* Totals Are Rounded

Fullerton School District

Food Services

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PURCHASE ORDER SUMMARY

(06/28/2008 - 07/28/2008)

Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total
MySchoolBucks, LLC	110039	07/07/2008		0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00
Nextel Communications	110027	07/07/2008		0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00
Office Depot	110040	07/07/2008		0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00
P & R	110017	07/03/2008		0.00	0.00	46,585.00	46,585.00
	110056	07/17/2008		0.00	0.00	2,700.90	2,700.90
				0.00	0.00	49,285.90	49,285.90
Papa John's Pizza	110018	07/03/2008		0.00	7,700.00	0.00	7,700.00
	110019	07/03/2008		0.00	7,700.00	0.00	7,700.00
	110020	07/03/2008		0.00	26,600.00	0.00	26,600.00
	110021	07/03/2008		0.00	25,900.00	0.00	25,900.00
	110022	07/03/2008		0.00	16,800.00	0.00	16,800.00
	110023	07/03/2008		0.00	35,000.00	0.00	35,000.00
				0.00	119,700.00	0.00	119,700.00
Petty Cash	101242	06/30/2008		0.00	44.78	0.00	318.96
				0.00	44.78	0.00	318.96
San Gabriel Valley - FSD	110002	07/03/2008		0.00	0.00	90.00	90.00
				0.00	0.00	90.00	90.00
Schoolhouse Software, Inc.	110003	07/03/2008		0.00	0.00	16,057.45	16,057.45
				0.00	0.00	16,057.45	16,057.45
State Board of Equaliz	101243	06/30/2008		0.00	0.00	696.79	696.79
				0.00	0.00	696.79	696.79
Swift Produce	110042	07/07/2008		0.00	0.00	548.20	548.20
	110044	07/08/2008		0.00	0.00	452.00	452.00
	110045	07/10/2008		0.00	0.00	1,098.80	1,098.80
	110062	07/17/2008		0.00	0.00	159.50	159.50
				0.00	0.00	2,258.50	2,258.50

* Totals Are Rounded

Fullerton School District

Food Services

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Date 07/30/2008

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PURCHASE ORDER SUMMARY

(06/28/2008 - 07/28/2008)

Vendor Name	PO Number	Date Purchase	Commodity	Food	Supplies	Other	Total
TechRoom	110001	07/01/2008		0.00	0.00	5,704.29	5,704.29
	110041	07/07/2008		0.00	0.00	43,200.00	43,200.00
				0.00	0.00	48,904.29	48,904.29
The Popcorn Man	110061	07/17/2008		1,200.00	0.00	0.00	1,200.00
				0.00	1,200.00	0.00	1,200.00
U.S. Postmaster	110064	07/23/2008		0.00	0.00	2,000.00	2,000.00
				0.00	0.00	2,000.00	2,000.00
Xerox	110024	07/07/2008		0.00	0.00	4,860.25	4,860.25
				0.00	0.00	4,860.25	4,860.25
				0.00	243,231.48	49,285.90	533,655.31
							826,172.69

* Totals Are Rounded

CONSENT ITEM

DATE: August 19, 2008
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Suwen Su, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANTS NUMBERED 64932 THROUGH 65375 FOR THE 2008/2009 SCHOOL YEAR IN THE AMOUNT OF \$4,933,106.73

Background: Board approval is requested for warrants numbered 64932 through 65375 for the 2008/2009 school year. The total amount presented for approval is \$4,933,106.73.

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

Fund	Amount
01 General Fund	\$3,428,107.13
12 Child Development	17,814.45
14 Deferred Maintenance	25,048.65
21 Building Fund	1,094,543.74
23 G.O. Bond 2002B	230,478.50
25 Capital Facilities	44,765.76
40 Special Reserve	0.00
68 Workers' Compensation	92,349.50
81 Property/Liability Insurance	0.00
Total	\$4,933,106.73

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

Funding: Funding sources as reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 64932 through 65375 for the 2008/2009 school year in the amount of \$4,933,106.73.

GC:SS:gs

CONSENT ITEM

DATE: August 19, 2008
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Lisa Saldivar, Director, Food Services
SUBJECT: APPROVE/RATIFY FOOD SERVICES WARRANTS NUMBERED 6361 THROUGH 6382 FOR THE 2008/2009 SCHOOL YEAR

Background: Board approval is requested for Food Services warrants numbered 6361 through 6382 for the 2008/2009 school year. The total amount presented for approval is \$673,893.18.

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: Food Services Fund (13).

Recommendation: Approve/Ratify Food Services warrants numbered 6361 through 6382 for the 2008/2009 school year.

GC:LS:dlh

CONSENT ITEM

DATE: August 19, 2008
TO: Board of Trustees
FROM: Mitch Hovey, Ed.D., District Superintendent
SUBJECT: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN THE FULLERTON SCHOOL DISTRICT AND THE FULLERTON COLLABORATIVE

Background: The Mission of the Fullerton Collaborative is to build and support a healthy community for all Fullerton residents and address the needs of at-risk youth and child safety issues. The District's partnership with the Collaborative has been in place for approximately ten years. As a result of our harmonious and collaborative partnership, we have worked together on a number of issues such as: 1) obtaining a donated City modular unit to use as a Family Center for the Healthy Start Program at Nicolas Junior High; 2) obtaining funding through Community Block Grant funds to relocate and enlarge a Community Center at Richman Park; and 3) establishing a Neighborhood Health Center at Richman Park.

Rationale: Due to the partnership and collaboration efforts that have taken place over these many years, it is important that we continue in our efforts to work together to meet the learning needs of all students.

Funding: Funding by the Fullerton Collaborative.

Recommendation: Approve Memorandum of Understanding between the Fullerton School District and the Fullerton Collaborative.

MH:ds
Attachment

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding between the Fullerton School District and the Fullerton Collaborative is for the purpose of supporting and sustaining the Fullerton Collaborative.

Responsibilities of the Fullerton Collaborative:

- 1) Provide up to \$51,266* for one year to support the salary, benefits, health and welfare of the Fullerton Collaborative Executive Director at 60% full time equivalent hours. Salary is based on the appropriate step/column rate for a Fullerton School District teacher. Twenty thousand dollars (\$20,000) will be provided by September 1, 2008 with the remainder provided by May 15, 2009. (*Any salary or benefit increase will be adjusted accordingly and be funded by the Fullerton Collaborative.)
- 2) Work collaboratively with the Fullerton School District to support its efforts to seek grants for school programs.
- 3) Assist the District and schools to link with community partners for support services that will benefit students and their families.
- 4) Increase awareness of schools regarding community services that may be of benefit to students and their families.
- 5) Assist the District in obtaining community input when requested by the District.
- 6) Support the District in its efforts to meet the needs of all students.

Responsibilities of the Fullerton School District:

- 1) Provide a 0.6 FTE Fullerton Collaborative Executive Director through the 08/09 school year, covering all salary, benefit, health and welfare costs for this position as paid for by the Fullerton Collaborative.
- 2) Provide office space, computer and phone access for the Executive Director.
- 3) Actively participate in the Fullerton Collaborative meetings and designate a liaison staff person to be the contact for the Collaborative members who seek to partner with the District.
- 4) Collaborate on grant and fund development opportunities with the Fullerton Collaborative in order to raise funds to support the Fullerton Collaborative, including support for the Fullerton Collaborative in its grant applications as appropriate.

Approved by the Fullerton School District Board of Trustees on August 19, 2008.

Fullerton School District

The Fullerton Collaborative

Date

Date

CONSENT ITEM

DATE: August 19, 2008

TO: Mitch Hovey, Ed. D., District Superintendent

FROM: Gary Cardinale, Ed. D., Assistant Superintendent
Business Services

PREPARED BY: Mike Brito, Director of Transportation Services

SUBJECT: APPROVE CONTRACT WITH TRANSPORTATION CHARTER SERVICES TO PROVIDE TRANSPORTATION FOR FIELD TRIPS

Background: Occasionally, schools request transportation for field trips to be accomplished at times that conflict with home-to-school route schedules. In the past, the District has contracted with Transportation Charter Services to provide transportation for field trips in situations as previously described. Fullerton School District seeks to enter into a contract, effective upon Board approval through August 28, 2009, with Transportation Charter Services to provide field trip transportation on an as-needed basis.

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

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

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

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

Recommendation: Approve contract with Transportation Charter Services to provide transportation for field trips.

GC:MB:dv
Attachment

FULLERTON SCHOOL DISTRICT

TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT is entered into this 20th day of August, 2008, between

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

hereinafter referred to as Transportation Charter, and

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

hereinafter referred to as FSD.

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

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

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

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Transportation Charter shall provide school or SPAB buses and school or SPAB certified drivers to transport students to and from various school activities as requested by FSD and agreed to by Transportation Charter. Said buses and drivers shall comply with all laws, rules, and regulations pertaining to the transportation of students.
2. Transportation Charter shall present the bus(es) to the FSD mechanics for a safety inspection one half-hour prior to the requested load time. If the bus(es) fails to pass the inspection performed by FSD mechanics, Transportation Charter will either send a replacement bus(es) or make the necessary repairs to the bus(es) that did not pass the safety inspection.
3. This agreement shall be effective August 20, 2008, and continue through August 28, 2009, unless terminated earlier by either party.

TRANSPORTATION SERVICES AGREEMENT BETWEEN
FULLERTON SCHOOL DISTRICT/TRANSPORTATION CHARTER SERVICES
PAGE 2 OF 4

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

TRANSPORTATION SERVICES AGREEMENT BETWEEN
FULLERTON SCHOOL DISTRICT/TRANSPORTATION CHARTER SERVICES
PAGE 3 OF 4

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

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

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

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

TRANSPORTATION CHARTER
SERVICES, INC.

FULLERTON SCHOOL DISTRICT

By: _____
Signature

By: _____
Signature

Name: _____
Print

Name: Gary W. Cardinale, Ed.D

Title: _____

Title: Assistant Superintendent
Business Services

714-637-4300
714-637-4377 (FAX)

714-447-7445
714-447-7514 (FAX)

Date: _____

Date: _____

CONSENT ITEM

DATE: August 19, 2008

TO: Mitch Hovey, Ed. D., District Superintendent

FROM: Gary Cardinale, Ed. D., Assistant Superintendent
Business Services

PREPARED BY: Mike Brito, Director of Transportation Services

SUBJECT: APPROVE CONTRACT WITH ATLANTIC EXPRESS OF L.A., INC. TO
PROVIDE TRANSPORTATION FOR FIELD TRIPS

Background: Occasionally, schools request transportation for field trips to be accomplished at times that conflict with home-to-school route schedules. The District would like to be in contract with Atlantic Express of L.A., Inc., to provide transportation for field trips in situations as previously described. Fullerton School District seeks to enter into a contract, effective upon Board approval through August 28, 2009, with Atlantic Express of L.A., Inc., to provide field trip transportation on an as-needed basis.

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

Atlantic Express of L.A., Inc., has met the insurance liability requirements of the District. Each bus provided by the contractor will pass a safety inspection by District mechanics prior to departure on a field trip in order to ensure the safety of the District's students.

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

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

Recommendation: Approve contract with Atlantic Express of L.A., Inc., to provide transportation for field trips.

GC:MB:dv
Attachment

FULLERTON SCHOOL DISTRICT
TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT is entered into this 20th day of August, 2008, between

ATLANTIC EXPRESS OF L.A., INC.
201 West Sotello Street
Los Angeles, California, 90012

hereinafter referred to as Atlantic Express, and

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

hereinafter referred to as FSD.

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

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

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

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Atlantic Express shall provide school or SPAB buses and school or SPAB certified drivers to transport students to and from various school activities as requested by FSD and agreed to by Atlantic Express. Said buses and drivers shall comply with all laws, rules, and regulations pertaining to the transportation of students.
2. Atlantic Express shall present the bus(es) to the FSD mechanics for a safety inspection one half-hour prior to the requested load time. If the bus(es) fails to pass the inspection performed by FSD mechanics, Atlantic Express will either send a replacement bus(es) or make the necessary repairs to the bus(es) that did not pass the safety inspection.
3. This agreement shall be effective August 20, 2008, and continue through August 28, 2009, unless terminated earlier by either party.

TRANSPORTATION SERVICES AGREEMENT BETWEEN
FULLERTON SCHOOL DISTRICT/ATLANTIC EXPRESS OF L.A., INC.

PAGE 2 OF 4

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

TRANSPORTATION SERVICES AGREEMENT BETWEEN
FULLERTON SCHOOL DISTRICT/ATLANTIC EXPRESS OF L.A., INC
PAGE 3 OF 4

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

TRANSPORTATION SERVICES AGREEMENT BETWEEN
FULLERTON SCHOOL DISTRICT/ATLANTIC EXPRESS OF L.A., INC.
PAGE 4 OF 4

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

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

ATLANTIC EXPRESS OF L.A., INC.

FULLERTON SCHOOL DISTRICT

By: _____
Signature

By: _____
Signature

Name: _____
Print

Name: Gary W. Cardinale, Ed.D

Title: _____

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

323-225-7000 ext.201
323-225-9742 (FAX)

Date: _____

Date: _____

CONSENT ITEM

DATE: August 19, 2008

TO: Mitch Hovey, Ed. D., District Superintendent

FROM: Gary Cardinale, Ed. D., Assistant Superintendent
Business Services

PREPARED BY: Mike Brito, Director of Transportation Services

SUBJECT: APPROVE CONTRACT WITH SILVER STATE COACH, INC., TO PROVIDE
TRANSPORTATION FOR FIELD TRIPS

Background: Occasionally, schools request transportation for field trips to be accomplished at times that conflict with home-to-school route schedules. The District would like to be in contract with Silver State Coach, Inc., to provide transportation for field trips in situations as previously described. Fullerton School District seeks to enter into a contract, effective upon Board approval through August 28, 2009, with Silver State Coach, Inc., to provide field trip transportation on an as-needed basis.

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

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

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

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

Recommendation: Approve contract with Silver State Coach, Inc., to provide transportation for field trips.

GC:MB:dv
Attachment

FULLERTON SCHOOL DISTRICT
TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT is entered into this 20th day of August, 2008, between

SILVER STATE COACH, INC.
701 Fee Ana Street
Placentia, California, 92870

hereinafter referred to as Silver State, and

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

hereinafter referred to as FSD.

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

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

WHEREAS, Silver State desires to provide SPAB buses and SPAB bus drivers to transport the aforementioned students.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Silver State shall provide SPAB buses and SPAB certified drivers to transport students to and from various school activities as requested by FSD and agreed to by Silver State. Said buses and drivers shall comply with all laws, rules, and regulations pertaining to the transportation of students.
2. Silver State shall present the bus(es) to the FSD mechanics for a safety inspection one half-hour prior to the requested load time. If the bus(es) fails to pass the inspection performed by FSD mechanics, Silver State will either send a replacement bus(es) or make the necessary repairs to the bus(es) that did not pass the safety inspection.
3. This agreement shall be effective August 20, 2008, and continue through August 28, 2009, unless terminated earlier by either party.

TRANSPORTATION SERVICES AGREEMENT BETWEEN
FULLERTON SCHOOL DISTRICT/SILVER STATE COACH, INC.
PAGE 2 OF 4

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

TRANSPORTATION SERVICES AGREEMENT BETWEEN
FULLERTON SCHOOL DISTRICT/SILVER STATE COACH, INC
PAGE 3 OF 4

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

TRANSPORTATION SERVICES AGREEMENT BETWEEN
FULLERTON SCHOOL DISTRICT/SILVER STATE COACH, INC.
PAGE 4 OF 4

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

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

SILVER STATE COACH, INC.

FULLERTON SCHOOL DISTRICT

By: _____
Signature

By: _____
Signature

Name: _____
Print

Name: Gary W. Cardinale, Ed.D.

Title: _____

Title: Assistant Superintendent
Business Services

714-577-0180
714-577-0182 (FAX)

714-447-7445
714-447-7514 (FAX)

Date: _____

Date: _____

CONSENT ITEM

DATE: August 19, 2008
TO: Mitch Hovey, Ed. D., District Superintendent
FROM: Gary Cardinale, Ed. D., Assistant Superintendent Business Services
PREPARED BY: Mike Brito, Director of Transportation Services
SUBJECT: APPROVE AGREEMENT TO PROVIDE TRANSPORTATION FOR ARBORLAND MONTESSORI CHILDREN'S ACADEMY, EFFECTIVE AUGUST 20, 2008, THROUGH AUGUST 28, 2009

Background: Occasionally outside agencies request transportation for field trips. The Fullerton School District Transportation Department is able to provide transportation for these agencies without compromising service provided to District schools.

Fullerton School District would like to enter into an agreement with Arborland Montessori Children's Academy to provide transportation for field trips.

Costs are covered by the individual agency requesting Fullerton School District transportation services for field trips. Appropriate profit margins are built into the rate schedule.

Rationale: Accomplishing these field trips will service the community and bring income to the District.

Funding: General Fund (01) Income.

Recommendation: Approve agreement to provide transportation for Arborland Montessori Children's Academy, effective August 20, 2008, through August 28, 2009.

GC:MB:dv
Attachment

FULLERTON SCHOOL DISTRICT
TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT is entered into this 20th day of August, 2008, between

ARBORLAND MONTESSORI CHILDREN'S ACADEMY
1700 W. Valencia Dr.
Fullerton, California, 92833

hereinafter referred to as Arborland, and

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

hereinafter referred to as FSD.

WHEREAS, FSD owns a number of school buses and employees licensed and certified school bus drivers, and

WHEREAS, students attending Arborland participate in activities requiring transportation on either school or School Pupil Activity Buses (SPAB), and

WHEREAS, FSD desires to provide school buses and school buses certified drivers to transport the aforementioned students.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. FSD shall provide school buses and school bus certified drivers to transport students as requested by Arborland and agree to by FSD. Said buses and drivers shall comply with all laws, rules and regulations pertaining to the transportation of students.
2. This agreement shall be effective August 20, 2008, and continue through August 28, 2009, unless terminated earlier by either party.
3. This agreement may be terminated by either party upon thirty (30) days prior written notice which shall set forth the desired date of termination of this agreement.
4. FSD shall be compensated by Arborland at the rates specified Attachment "A" which is incorporated herein as if fully set forth. These rates are to be in effect for the duration of this agreement. However, if FSD's costs increase during the term of this agreement, FSD, shall have the right to increase the rates specified in Attachment "A" up to 5%.

TRANSPORTATION SERVICES AGREEMENT BETWEEN
ARBORLAND/FULLERTON SCHOOL DISTRICT
PAGE 2 OF 3

5. FSD shall invoice Arborland for services promptly after each date of service, and shall be compensated within thirty days of receipt of the invoice.
6. FSD shall be excused from performance, without penalty, during such time and to the extent prevented from performing by Acts of God, fire, earthquake, strike, lockout, civil disorder, war, or other foreseeable events.
7. FSD shall at all times during the term of this agreement maintain property, liability, and worker's compensation insurance as required by California law.
8. FSD shall hold harmless and indemnify Arborland, its governing board officers, agents or employees may sustain or incur, or which may be imposed upon the for injury or death of persons as a direct result of, or arising out of negligence of willful misconduct on the part of FSD, its officers, agents or employees, while carrying out the terms of this agreement.
9. Arborland shall hold harmless and indemnify FSD, its governing board, agents, and employees, from and against any and all demands, losses, claims, legal and investigative expenses or liabilities of any kind which said board, agents or employees may sustain or incur, or which may be imposed upon them for injury or death of persons or damage or destruction of property as a direct result of, or arising out of negligence or willful misconduct on the part of Arborland, its officers, agents or employees, while carrying out the terms of this agreement.
10. While engaged in and carrying out its obligations under the terms of this Agreement, FSD is an independent contractor, and not an officer, agent of employee of Arborland.
11. Arborland shall be held responsible for any defacement of or damage to equipment owned by FSD which is caused by Arborland students.
12. FSD is not responsible for personal items carried aboard or placed in luggage compartments of its buses.

TRANSPORTATION SERVICES AGREEMENT BETWEEN
ARBORLAND/FULLERTON SCHOOL DISTRICT
PAGE 3 OF 3

13. FSD's drivers shall be responsible for following and enforcing the FSD rules and policies relating to school bus operation, as well as complying with all laws and regulations relating to school bus transportation as specified in the California Vehicle Code, California Education Code, and California Code of Regulations. Arborland personnel shall require the students to follow FSD rules and policies, which include but are not limited to the following:
- a. Smoking on the buses while engaged in the performance of this agreement, as well as on FSD property, is not permitted
 - b. Eating, drinking, and gum-chewing are not permitted by students.
 - c. Students must remain seated and face forward while the bus is moving.
 - d. Alcoholic beverages and dangerous drugs are not permitted.
 - e. Shoes must be worn; athletic shoes with cleats are not permitted
 - f. Boisterous or loud conduct is not permitted.
 - g. Bus drivers' instructions must be obeyed.
14. This agreement and the Attachment hereto contain the entire understanding between Arborland and FSD. All prior oral agreements, understandings, representations or statements are hereby merged into this Agreement, and shall have no further force or effect.

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

ARBORLAND

FULLERTON SCHOOL DISTRICT

By: _____
Signature

By: _____

Name: _____
Print

Name: Gary Cardinale

Title: _____

Title: Assistant Superintendent
Business Services

714-871-2311
714-773-1532 (FAX)

714-447-7445
714-447-7514 (FAX)

Date: _____

Date: _____

Attachment "A"

Fullerton School District

Transportation Department

Field Trip Rate Schedule
2008/2009

A. The field trip rate is a minimum of three (3) hours

Bus Capacity	Rate Per Bus – Per Hour
72	\$98.00

B. Trips taken on Nights or Weekends

Bus Capacity	Rate Per Bus – Per Hour
72	\$121.00

C. Trips taken on Holidays

Bus Capacity	Rate Per Bus – Per Hour
72	\$167.00

Cancellation Fee: Less than 24 hour notice - \$98.00

CONSENT ITEM

DATE: August 19, 2008
TO: Mitch Hovey, Ed. D., District Superintendent
FROM: Gary Cardinale, Ed. D., Assistant Superintendent, Business Services
PREPARED BY: Mike Brito, Director of Transportation Services
SUBJECT: APPROVE AGREEMENT TO PROVIDE TRANSPORTATION FOR ARBORLAND EDUCATION & YOUTH ACTIVITY CENTER, EFFECTIVE AUGUST 20, 2008, THROUGH AUGUST 28, 2009

Background: Occasionally outside agencies request transportation for field trips. The Fullerton School District Transportation Department is able to provide transportation for these agencies without compromising service provided to District schools.

Fullerton School District would like to enter into an agreement with Arborland Education & Youth Activity Center to provide transportation for field trips.

Costs are covered by the individual agency requesting Fullerton School District transportation services for field trips. Appropriate profit margins are built into the rate schedule.

Rationale: Accomplishing these field trips will service the community and bring income to the District.

Funding: General Fund (01) Income.

Recommendation: Approve agreement to provide transportation for Arborland Education & Youth Activity Center, effective August 20, 2008, through August 28, 2009.

GC:MB:dv
Attachment

FULLERTON SCHOOL DISTRICT
TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT is entered into this 20th day of August 2008, between

ARBORLAND EDUCATION & YOUTH ACTIVITY CENTER
2121 Hughes Drive
Fullerton, California, 92833

hereinafter referred to as Arborland, and

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

hereinafter referred to as FSD.

WHEREAS, FSD owns a number of school buses and employees licensed and certified school bus drivers, and

WHEREAS, students attending Arborland participate in activities requiring transportation on either school or School Pupil Activity Buses (SPAB), and

WHEREAS, FSD desires to provide school buses and school buses certified drivers to transport the aforementioned students.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. FSD shall provide school buses and school bus certified drivers to transport students as requested by Arborland and agree to by FSD. Said buses and drivers shall comply with all laws, rules and regulations pertaining to the transportation of students.
2. This agreement shall be effective August 20, 2008, and continue through August 28, 2009, unless terminated earlier by either party.
3. This agreement may be terminated by either party upon thirty (30) days prior written notice which shall set forth the desired date of termination of this agreement.
4. FSD shall be compensated by Arborland at the rates specified Attachment "A" which is incorporated herein as if fully set forth. These rates are to be in effect for the duration of this agreement. However, if FSD's costs increase during the term of this agreement, FSD, shall have the right to increase the rates specified in Attachment "A" up to 5%.

TRANSPORTATION SERVICES AGREEMENT BETWEEN
ARBORLAND/FULLERTON SCHOOL DISTRICT
PAGE 2 OF 3

5. FSD shall invoice Arborland for services promptly after each date of service, and shall be compensated within thirty days of receipt of the invoice.
6. FSD shall be excused from performance, without penalty, during such time and to the extent prevented from performing by Acts of God, fire, earthquake, strike, lockout, civil disorder, war, or other foreseeable events.
7. FSD shall at all times during the term of this agreement maintain property, liability, and worker's compensation insurance as required by California law.
8. FSD shall hold harmless and indemnify Arborland, its governing board officers, agents or employees may sustain or incur, or which may be imposed upon the for injury or death of persons as a direct result of, or arising out of negligence of willful misconduct on the part of FSD, its officers, agents or employees, while carrying out the terms of this agreement.
9. Arborland shall hold harmless and indemnify FSD, its governing board, agents, and employees, from and against any and all demands, losses, claims, legal and investigative expenses or liabilities of any kind which said board, agents or employees may sustain or incur, or which may be imposed upon them for injury or death of persons or damage or destruction of property as a direct result of, or arising out of negligence or willful misconduct on the part of Arborland, its officers, agents or employees, while carrying out the terms of this agreement.
10. While engaged in and carrying out its obligations under the terms of this Agreement, FSD is an independent contractor, and not an officer, agent of employee of Arborland.
11. Arborland shall be held responsible for any defacement of or damage to equipment owned by FSD which is caused by Arborland students.
12. FSD is not responsible for personal items carried aboard or placed in luggage compartments of its buses.

TRANSPORTATION SERVICES AGREEMENT BETWEEN
ARBORLAND/FULLERTON SCHOOL DISTRICT
PAGE 3 OF 3

13. FSD's drivers shall be responsible for following and enforcing the FSD rules and policies relating to school bus operation, as well as complying with all laws and regulations relating to school bus transportation as specified in the California Vehicle Code, California Education Code, and California Code of Regulations. Arborland personnel shall require the students to follow FSD rules and policies, which include but are not limited to the following:
- a. Smoking on the buses while engaged in the performance of this agreement, as well as on FSD property, is not permitted
 - b. Eating, drinking, and gum-chewing are not permitted by students.
 - c. Students must remain seated and face forward while the bus is moving.
 - d. Alcoholic beverages and dangerous drugs are not permitted.
 - e. Shoes must be worn; athletic shoes with cleats are not permitted
 - f. Boisterous or loud conduct is not permitted.
 - g. Bus drivers' instructions must be obeyed.
14. This agreement and the Attachment hereto contain the entire understanding between Arborland and FSD. All prior oral agreements, understandings, representations or statements are hereby merged into this Agreement, and shall have no further force or effect.

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

ARBORLAND

FULLERTON SCHOOL DISTRICT

By: _____
Signature

By: _____
Signature

Name: _____
Print

Name: Gary Cardinale

Title: _____

Title: Assistant Superintendent
Business Services

714-871-3111
714-525-9925 (FAX)

714-447-7445
714-447-7514 (FAX)

Date: _____

Date: _____

Attachment "A"

Fullerton School District

Transportation Department

Field Trip Rate Schedule
2008/2009

A. The field trip rate is a minimum of three (3) hours

Bus Capacity	Rate Per Bus – Per Hour
72	\$98.00

B. Trips taken on Nights or Weekends

Bus Capacity	Rate Per Bus – Per Hour
72	\$121.00

C. Trips taken on Holidays

Bus Capacity	Rate Per Bus – Per Hour
72	\$167.00

Cancellation Fee: Less than 24 hour notice - \$98.00

CONSENT ITEM

DATE: August 19, 2008

TO: Mitch Hovey, Ed.D., District Superintendent

FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services

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

SUBJECT: APPROVE CHANGE ORDER #2 FOR ASTRO PAINTING COMPANY FOR INTERIOR PAINTING AT COMMONWEALTH ELEMENTARY SCHOOL AND LADERA VISTA JUNIOR HIGH SCHOOL AND EXTERIOR PAINTING AT ACACIA AND WOODCREST ELEMENTARY SCHOOLS, FSD-07-08-DM-02

Background: On June 24, 2008, the Board of Trustees awarded the contract for Interior Painting at Commonwealth Elementary School and Ladera Vista Junior High School and Exterior Painting at Acacia and Woodcrest Elementary Schools, FSD-07-08-DM-02, to Astro Painting Company.

On July 22, 2008 the Board of Trustees approved Change Order #1 in the amount of \$10,400.

The original contract scope of work has again been modified at an additional cost of \$6,500 (Change Order #2).

Change Orders 1 and 2 for this project total \$16,900, or approximately 8.4% of the original contract amount.

Original Contract Amount:	\$201,600.00
Change Order Amount (Incl. CO's #1 and 2):	\$16,900.00
Revised Contract Amount:	\$218,500.00

Rationale: Addition of a wainscot on specified walls throughout the campus and painting of all brick pillars the wainscot color at Acacia School.

Funding: Deferred Maintenance Fund (14). Change Order #2 is for the additive amount of \$6,500. The new total of this contract is \$218,500.

Recommendation: Approve Change Order #2 for Astro Painting Company for Interior Painting at Commonwealth Elementary School and Ladera Vista Junior High School and Exterior Painting at Acacia and Woodcrest Elementary Schools, FSD-07-08-DM-02.

GC:LL:mm
Attachment

CHANGE ORDER NO. 2

(Additive)

PROJECT: INTERIOR PAINTING AT COMMONWEALTH ELEMENTARY SCHOOL AND LADERA VISTA JUNIOR HIGH SCHOOL AND EXTERIOR PAINTING AT ACACIA AND WOODCREST ELEMENTARY SCHOOLS, FSD-07-08-DM-02

TO: Astro Painting Company

You are hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE: Paint a wainscot (4' high) on specified walls throughout the campus and paint all brick pillars the wainscot color at Acacia Elementary School.

COST (This cost shall not be exceeded.):

Original contract price:	\$ 201,600.00
Change Order #1 amount	\$ 10,400.00
Change Order #2 amount:	\$ 6,500.00
New contract price:	\$ 218,500.00

TIME FOR COMPLETION:

Original completion date:	_____
Time for completion of Change Order:	_____
New completion date:	_____

Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. The amount of the charges under this Change Order is limited to the charges allowed under Article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the contract time due Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of District. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

(continued on next page)

This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR

DISTRICT

By: _____
Signature

Print Name

Title

Date

By: _____
Signature

Gary Cardinale, Ed.D.

Print Name

Assistant Superintendent, Business Services

Title

Date

ARCHITECT

By: _____
Signature

Print Name

Title

Date

CONSENT ITEM

DATE: August 19, 2008
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
PREPARED BY: Larry Lara, Director of Maintenance, Operations and Facility Services
SUBJECT: APPROVE CHANGE ORDER #1 FOR BEN'S ASPHALT, INC. FOR PAVING REPAIRS AT VARIOUS SCHOOL SITES 2008, FSD-08-09-DM-01

Background: On June 24, 2008, the Board of Trustees awarded the contract for Paving Repairs at Various School Sites 2008, FSD-08-09-DM-01, to Ben's Asphalt, Inc. The original contract scope of work has been modified at an additional cost of \$9,308, or approximately 3.5% of the original contract amount.

Rationale: Additional work is required due to wet soil conditions at Orangethorpe and Valencia Park Schools.

Funding: Deferred Maintenance Fund (14). Change Order #1 is for the additive amount of \$9,308. The new total of this contract is \$277,097.

Recommendation: Approve Change Order #1 for Ben's Asphalt, Inc. for Paving Repairs at Various School Sites 2008, FSD-08-09-DM-01.

GC:LL:mm
Attachment

CHANGE ORDER NO. 1 _____

(Additive)

PROJECT: PAVING REPAIRS AT VARIOUS SCHOOL SITES 2008, FSD-08-09-DM-01

TO: Ben's Asphalt, Inc.

You are hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE: Scarify existing soil at Orangethorpe School. Additional move-in for asphalt work at Valencia Park School.

COST (This cost shall not be exceeded.):

Original contract price:	\$ 267,789.00
Change Order #1 amount:	\$ <u>9,308.00</u>
New contract price:	\$ 277,097.00

TIME FOR COMPLETION:

Original completion date:	_____
Time for completion of Change Order:	_____
New completion date:	_____

Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. The amount of the charges under this Change Order is limited to the charges allowed under Article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the contract time due Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of District. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

(continued on next page)

This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR

DISTRICT

By: _____
Signature

By: _____
Signature

Print Name

Gary Cardinale, Ed.D.
Print Name

Title

Assistant Superintendent, Business
Services
Title

Date

Date

ARCHITECT

By: _____
Signature

Print Name

Title

Date

CONSENT ITEM

DATE: August 19, 2008
TO: Board of Trustees
FROM: Mitch Hovey, Ed.D., District Superintendent
PREPARED BY: Kathy Ikola, Assistant to the Superintendent
SUBJECT: APPROVE OUT-OF-STATE CONFERENCE FOR THE READINESS AND EMERGENCY MANAGEMENT FOR SCHOOLS (REMS) GRANT TRAINING SEPTEMBER 8-11, 2008, IN WASHINGTON, D.C. FOR KATHY IKOLA AND MIKE BRITO

Background: In June 2008, the Fullerton School District received notice that it was awarded a Readiness and Emergency Management for Schools (REMS) grant in the amount of \$249,997.00. This is an 18-month grant that will help to improve and strengthen school emergency management plans. Fullerton School District will serve as the local educational agency in partnership with Cypress School District and the Orange County Department of Education. Kathy Ikola will serve as the Project Director and Mike Brito will serve as the Project Facilitator.

One of the requirements of this award is for the Project Director and Project Facilitator to participate in all REMS grant trainings offered by the U.S. Department of Education/Office of Safe and Drug-Free Schools. This out-of-state conference approval request is for the first training that will be held in Washington, D.C. on September 8-11, 2008.

Rationale: In a crisis or disaster event, schools have a responsibility to protect the lives of students and staff, prevent injuries and minimize property damage. School emergency plans and preparedness need to meet the needs of each school while incorporating the emergency planning and response protocols of first responders. The four phases of emergency management (prevention-mitigation, preparedness, response and recovery) will be the primary focus of this REMS grant training in conjunction with general grant management and administration regulations.

Funding: Not to exceed \$4,100.00 budgeted in the REMS Grant.

Recommendation: Approve out-of-state conference for the Readiness and Emergency Management for Schools (REMS) grant training September 8-11, 2008, in Washington, D.C. for Kathy Ikola and Mike Brito.

MH:ki

CONSENT ITEM

DATE: August 19, 2008

TO: Mitch Hovey, Ed. D., District Superintendent

FROM: Gary Cardinale, Ed. D., Assistant Superintendent
Business Services

PREPARED BY: Mike Brito, Director of Transportation Services

SUBJECT: APPROVE CONTRACT WITH FULLERTON JOINT UNION HIGH SCHOOL DISTRICT TO PROVIDE TRANSPORTATION FOR FIELD TRIPS

Background: Occasionally, schools request transportation for field trips to be accomplished at times that conflict with home-to-school route schedules. The District would like to be in contract with Fullerton Joint Union High School District to provide transportation for field trips in situations as previously described. Fullerton School District seeks to enter into a contract, effective upon Board approval through August 28, 2009, with Fullerton Joint Union High School District to provide field trip transportation on an as-needed basis.

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

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

Recommendation: Approve contract with Fullerton Joint Union High School District to provide transportation for field trips.

GC:MB:dv
Attachment

FULLERTON SCHOOL DISTRICT

TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT is entered into this 20th day of August, 2008, between

FULLERTON JOINT UNION HIGH SCHOOL DISTRICT
1051 W. Bastanchury Road
Fullerton, California, 92833

hereinafter referred to as Fullerton J.U.H.S.D., and

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

hereinafter referred to as FSD.

WHEREAS, Fullerton J.U.H.S.D. owns a number of school buses certified and employs licensed and certified school bus drivers, and

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

WHEREAS, Fullerton J.U.H.S.D. desires to provide school buses and school bus drivers to transport the aforementioned students.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Fullerton J.U.H.S.D. shall provide school buses and school bus certified drivers to transport students to and from various school activities as requested by FSD and agreed to by Fullerton J.U.H.S.D. Said buses and drivers shall comply with all laws, rules, and regulations pertaining to the transportation of students.
2. This agreement shall be effective August 20, 2008, and continue through August 28, 2009, unless terminated earlier by either party.
3. This agreement may be terminated by either party upon thirty (30) days prior written notice which shall set forth the desired date of termination of this agreement.
4. Fullerton J.U.H.S.D. shall be compensated by FSD at the rates specified in Attachment "A" which is incorporated herein as if fully set forth. These rates are to be in effect for the duration of this agreement.

TRANSPORTATION SERVICES AGREEMENT BETWEEN
FULLERTON SCHOOL DISTRICT/FULLERTON JOINT UNION HIGH SCHOOL
DISRTICT
PAGE 2 OF 4

5. Fullerton J.U.H.S.D. shall invoice FSD for services promptly after each date of service, and shall be compensated within a reasonable time thereafter.
6. Fullerton J.U.H.S.D. shall be excused from performance, without penalty, during such time and to the extent prevented from performing by Acts of God, fire, earthquake, strike, lockout, civil disorder, war, or other unforeseeable events.
7. During the term of this agreement, Fullerton J.U.H.S.D. shall maintain the following types of insurance:
 - a. Comprehensive general liability insurance, including owned and non owned motor vehicle liability insurance with respect to the services provided by, or on behalf of Fullerton J.U.H.S.D. under this Agreement. All insurance policies shall state the name of the insurance carrier and name FSD as an additional insured. Liability insurance for death, bodily injury and property damage shall be for no less than \$2,000,000.00 per occurrence for general liability and no less than \$5,000,000.00 per occurrence for automobile liability.
 - b. Worker's compensation insurance as required by law to protect Fullerton J.U.H.S.D. from claims which may arise from its operations under this Agreement.
 - c. The policies of insurance described in this paragraph 8 shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. Fullerton J.U.H.S.D. agrees that prior to performing any serviced required by this Agreement, true and correct copies of all certificates of insurance reflecting the coverage required by this paragraph 8 shall be provided to FSD.
8. Fullerton J.U.H.S.D. shall hold harmless and indemnify FSD, its governing board officers, agents, and employees, from and against any and all demands, losses, claims, legal and investigative expenses or liabilities of any kind which said governing board officers, agents or employees may sustain or incur, or which may be imposed upon them for injury or death of persons as a direct result of, or arising out of negligence or willful misconduct on the part of Fullerton J.U.H.S.D., its officers, agents or employees, while carrying out the terms of this agreement.

TRANSPORTATION SERVICES AGREEMENT BETWEEN
FULLERTON SCHOOL DISTRICT/ FULLERTON JOINT UNION HIGH SCHOOL
DISTRICT

PAGE 3 OF 4

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

TRANSPORTATION SERVICES AGREEMENT BETWEEN
FULLERTON SCHOOL DISTRICT/FULLERTON JOINT UNION HIGH SCHOOL
DISTRICT
PAGE 4 OF 4

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

FULLERTON JOINT UNION HIGH
SCHOOL DISTRICT

FULLERTON SCHOOL DISTRICT

By: _____
Signature

By: _____
Signature

Name: _____
Print

Name: Gary W. Cardinale, Ed.D

Title: Director of Transportation

Title: Assistant Superintendent
Business Services

714-680-5650
714-870-6015 (FAX)

714-447-7445
714-447-7514 (FAX)

Date: _____

Date: _____

CONSENT ITEM

DATE: August 19, 2008

TO: Mitch Hovey, Ed.D., Superintendent

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Susan Albano, Director, Educational Services
Mathew Barnett, Principal, Nicolas Junior High School

SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT FOR THE 2008/2009 SCHOOL YEAR WITH ACTION LEARNING SYSTEMS, INC. TO PROVIDE PROFESSIONAL TRAINING AND COACHING IN MATHEMATICS AND LANGUAGE ARTS AT NICOLAS JUNIOR HIGH SCHOOL**

Background: Nicolas Junior High School is committed to improving student achievement by increasing the capacity of the teachers to use research-based strategies and core curriculum materials to meet student needs. Fullerton School District currently has a working relationship with Action Learning Systems, Inc. for the support of benchmark assessments, collaborative coaching, and data analysis.

Rationale: Direct Instruction (DI) is a research-based strategy that allows teachers to create an effective learning environment by presenting content information in a manner that ensures all students will learn and retain information. This will be the focused model for the development of mathematics and language arts lessons.

Funding: Not to exceed \$96,000.00 paid from school site categorical funds.

Recommendation: Approve Independent Contractor Agreement for the 2008/2009 school year with Action Learning Systems, Inc. to provide professional training and coaching in mathematics and language arts at Nicolas Junior High School.

JM:SA/MB:nm
Attachment

**Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833**

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT," and **Action Learning Systems, Inc. 174 West Foothill Blvd. #306 Monrovia, California 91016, (626) 357-8041**, 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; and

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:

Following support to Nicolas Junior High School:

- **Provide Direct Instruction support and coaching in mathematics and language arts.**
- **Meet with leadership teams and department teams (PLCs) to assist in gathering and analyzing site data.**
- **Provide coaching support to teachers.**
- **Provide guidance on professional development needs.**

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on **August 20, 2008**, and will diligently perform as required and complete performance by **June 1, 2009**.

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a fee of **Two Thousand Dollars per day (\$2,000.00)** . Total Contract price not to exceed **Ninety-Six Thousand Dollars (\$96,000.00)**.

DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

CONTRACTOR will invoice District after services are rendered. **All invoices must be received no later than June 10, 2009.**

4. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind of 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 Worker's Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

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

6. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

Any original materials produced by the CONTRACTOR shall be considered and remain the CONTRACTOR'S.

7. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services and expenses 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 ten days after the day of mailing, whichever is sooner.

8. 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 persons, including the DISTRICT or its 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.

9. Insurance. Pursuant to Section 9, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability, which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory."

10. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

11. Compliance with Applicable Laws. The service completed herein must meet 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 operations covered by this AGREEMENT or accruing out of the performance of such operations.

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

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

14. 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.

15. Affirmative Action Employment. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

16. 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.

17. 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 West Valencia Drive
Fullerton, CA 92833
(714) 447-7541

CONTRACTOR:
Action Learning Systems, Inc.
174 West Foothill Blvd. #306
Monrovia, CA 91016
(626) 357-8041

18. 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.

19. 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 ENTERED INTO THIS 19th DAY of August 2008

Fullerton School District
(Name of District)

Action Learning Systems
(Consultant Name)

By:

Signature

By:

Signature

Mitch Hovey, Ed.D.
Typed Name

Kit Marshall
Typed Name

Superintendent
Title

President
Title

On File
Social Security or Taxpayer Identification
Number

CONSENT ITEM

DATE: August 19, 2008

TO: Mitch Hovey, Ed.D., District Superintendent

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Ted Lai, Director, Technology and Media Services

SUBJECT: APPROVE/RATIFY MEMORANDUM OF AGREEMENT WITH CITY OF FULLERTON FOR I-NET FIBER OPTIC SYSTEM

Background: The City of Fullerton is interested in building a fiber optic backbone to provide high speed Internet access to public buildings, businesses, public school sites, and emergency operations. The City of Fullerton formed the Technology Working Group (TWG), which consists of local business owners, local educational agency representatives, and community members, to collaborate and develop the I-NET Fiber Optic System (I-NET). By including Fullerton School District (the District) and Fullerton Joint Union High School District, the cost of the project will be partially subsidized through the E-Rate Program and the California Teleconnect Fund. The City issued a Request for Proposal (RFP) to find an independent consultant to evaluate the feasibility of the I-NET project. The Memorandum of Agreement (MOA) with the City is to ensure that the District is interested in participating in the high-speed I-NET, if it is financially feasible for us to do so. The District does not assume any financial obligation from signing the MOA.

Rationale: Signing the MOA bears no financial obligation. If the results of the RFP show that the I-NET is feasible, and the District does participate, the Internet speeds and bandwidth for the District will increase at least tenfold. The increase in speed and bandwidth will significantly reduce Network slowdowns, and make online streaming of video and other new media a more effective classroom tool in the District.

Funding: Not applicable.

Recommendation: Approve/Ratify Memorandum of Agreement with City of Fullerton for I-NET Fiber Optic System.

JM:TL:bw
Attachment

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is made as of this 24th day of July, by and between the City of Fullerton (City), the Fullerton Joint Union High School District (FJUHSD), and the Fullerton School District (FSD) (collectively, the Parties) as a statement of agreement and clarification of intentions relating to a proposed I-Net Fiber Optic System (I-Net) within the City of Fullerton, linking certain facilities of each Party. The Parties do hereby agree to the following:

Purpose

- I. Working with the Technology Working Group (TWG), an advisory body to the Fullerton City Council for technology related matters, the Parties will jointly prepare and issue a Request for Proposal (RFP) to select a consultant qualified and able to conduct a cost/benefit analysis for the I-Net.

Scope of Work

- II. The selected consultant will: review prior studies done by the TWG regarding the I-Net; confer with each Party and project anticipated data and communication needs; evaluate the ability of the I-Net and/or other options to satisfy those needs; estimate projected cost of I-Net installation and operational costs; review the communication cost of each Party; and estimate any projected cost savings to each Party after construction of the I-Net and timeline of payback.

Selection

- III. The Parties and TWG will jointly select a consultant to prepare the analysis.
- IV. The Parties will share information related to the matters described in Section II with the selected consultant that are necessary to completion of the cost/benefit analysis.

Contract and Payment

- V. The selected consultant will enter into a contract with City to complete the scope of work described in Section II.
- VI. The City's Five-year Capital Improvement Program for FY 2008-12 includes \$25,000 for costs related to issuance of the RFP and fees of the selected consultant.

- VII. Should the cost of the issuance of the RFP and fees of the selected consultant exceed the City's budget, FJUHSD will contribute an amount not to exceed \$15,000 to complete the analysis.
- VIII. Section IV notwithstanding, the City will be obligated to contribute its share toward the cost/benefit analysis study before FJUHSD makes a contribution toward the analysis.
- IX. Should the cost of the RFP and analysis exceed the funding available from both City and FJUHSD, the Parties will meet and confer regarding next steps.
- X. FSD will be a participant and provide the aforementioned data to the selected consultant, but will not have any obligation to contribute funds to pay the consultant's fee.

Additional Points

- XI. Acceptance of this MOA does not obligate any of the Parties to construct the I-Net. However, the Parties will utilize the cost/benefit analysis study when presenting the question of I-Net construction to their respective legislative bodies.
- XII. City agrees to indemnify, hold harmless and defend FJUHSD and FSD, their officers, agents, subcontractors and employees from and against any and all claims, demands, losses, legal and investigation expenses or liability of any kind or nature, which FJUHSD or FSD, its officers, agents, subcontractors and employees may sustain or incur, or which may be imposed upon them, or any of them, for injury to or death of persons, or damage as a result of, arising out of, or in any manner connected with the performance of City, its agents, subcontractors or employees, under the terms of this MOA, or with the condition of City's property, excepting only liability arising out of sole negligence of either FJUSHD or FSD.
- XIII. FJUHSD agrees to indemnify, hold harmless and defend City and FSD, their officers, agents, subcontractors and employees from and against any and all claims, demands, losses, legal and investigation expenses or liability of any kind or nature, which City or FSD, its officers, agents, subcontractors and employees may sustain or incur, or which may be imposed upon them, or any of them, for injury to or death of persons, or damage as a result of, arising out of, or in any manner connected with the performance of FJUHSD, its agents, subcontractors or employees, under the terms of this MOA, or with the condition of FJUHSD's property, excepting only liability arising out of sole negligence of either City or FSD.

XIV. FSD agrees to indemnify, hold harmless and defend City and FJUHSD, their officers, agents, subcontractors and employees from and against any and all claims, demands, losses, legal and investigation expenses or liability of any kind or nature, which City or FJUHSD, its officers, agents, subcontractors and employees may sustain or incur, or which may be imposed upon them, or any of them, for injury to or death of persons, or damage as a result of, arising out of, or in any manner connected with the performance of FSD, its agents, subcontractors or employees, under the terms of this MOA, or with the condition of FSD's property, excepting only liability arising out of sole negligence of either City or FJUHSD.

The above contain all the points agreed to by the Parties and the signatures below affirm the intention to take all necessary steps in fulfilling the duties and obligations described above.

FOR THE CITY

Chris Meyer
City Manager

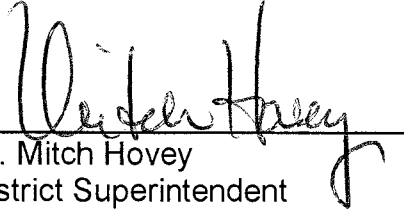
Date

FOR THE FULLERTON JOINT UNION HIGH SCHOOL DISTRICT

Dr. George Giokaris
District Superintendent

Date

FOR THE FULLERTON SCHOOL DISTRICT



Dr. Mitch Hovey
District Superintendent

7-24-08
Date

CONSENT ITEM

DATE: August 19, 2008
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark Douglas, Assistant Superintendent, Personnel Services
PREPARED BY: Lourene Happoldt, Director, Student Support Services
SUBJECT: APPROVE 2008/2009 NONPUBLIC AGENCY MASTER CONTRACT WITH THE SPEECH AND LANGUAGE PROFESSIONAL SERVICES FOR SPEECH PATHOLOGY SERVICES

Background: This nonpublic agency provides speech and language services within the public school setting. Due to the shortage of speech and language specialists within the State, the District finds it necessary to utilize the services of a nonpublic agency in order to remain compliant with IDEA 2004. School districts are responsible for providing services as indicated in a student's Individual Educational Program (IEP).

Current rates with this agency are \$87 per hour (bilingual) and \$83 per hour (regular).

Rationale: The District is unable to procure a speech and language therapist created through a retirement. The District will actively continue to recruit for this vacancy.

Funding: Total cost of hourly rate of vendor contract based on 40 hours per week for 36 weeks (Special Services Fund).

Recommendation: Approve 2008/2009 nonpublic agency master contract with The Speech and Language Professional Services for speech pathology services.

MD:LH:vr
Attachment

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC AGENCY SERVICES
2008- 09**

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**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC AGENCY SERVICES
2008-2009**

THIS MASTER CONTRACT is made and entered into this 20TH day of AUGUST, 2008, between FULLERTON SCHOOL DISTRICT, County of Orange hereinafter referred to as the "LEA" and THE SPEECH & LANGUAGE PROFESSIONAL SERVICES, hereafter referred to as "CONTRACTOR" for the purpose of providing special education and /or related services to individuals with exceptional needs under the authorization of California Education Code § 56157, and §§ 56365-56366.7. It is understood that this Master Contract does not commit LEA to payment for special education and related services provided to any individual unless, and until, an Individual Services Agreement ("ISA") for Nonpublic, Nonsectarian Agency ("NPA") Services is executed between LEA and CONTRACTOR on behalf of such individual, or interim telephone approval followed by written approval is given to the CONTRACTOR by a representative of LEA.

WITNESSETH:

Whereas, LEA has determined that the need for such services exists;

Whereas, CONTRACTOR is a nonpublic nonsectarian agency holding all required certificates and licenses; and

Whereas, that CONTRACTOR is capable of and willing to provide such services.

A current copy of California Department of Education ("CDE") certification is attached. If certification is revoked during Master Contract period, LEA must be notified by CONTRACTOR in writing within five (5) business days. If certification expires during Master Contract period, CONTRACTOR must provide an updated copy or a copy of a waiver of such certification issued by the CDE. This Master Contract will be null and void if such certification or waiver is expired and not renewed or waived, or if such certification is revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

In consideration of mutual promises contained herein, it is mutually agreed between the parties as follows:

I. GENERAL PROVISIONS

1. INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN AGENCY SERVICES

- a. An Individual Services Agreement ("ISA") for Nonpublic, Nonsectarian Agency ("NPA") Services shall be part of this Master Contract, which CONTRACTOR will be required to execute with LEA with respect to each pupil for whom CONTRACTOR is to provide special education and/or designated instruction and services. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's IEP/IFSP (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled in the NPA with the approval of the LEA. CONTRACTOR is responsible for providing those services, which it has agreed to provide

for each individual pupil in that pupil's ISA, unless mutually agreed upon otherwise in writing. Individual Services Agreements are null and void upon termination of the Master Contract.

- b. The Individual Services Agreement may be terminated by the LEA or the CONTRACTOR for cause, as set forth in EC section 56366(a)(4), with twenty (20) days written notice. The ISA may be terminated without advance notice if both parties agree to do so in writing.
- c. LEA shall not terminate ISA for NPA Services because of the availability of a public school program initiated during the course of this Master Contract, unless the parent agrees to the transfer of a pupil to a public school program during an IEP/IFSP meeting to which CONTRACTOR will normally be invited, or pursuant to an order from OAH and/or an order rendered by a court of competent jurisdiction.
- d. Continued enrollment and provision of a free appropriate public education ("FAPE") to a pupil currently receiving services from NPA shall not be terminated when stay put is in effect as ordered by OAH under California Education Code § 56505.

2. TERM

This Master Contract is effective on **AUG. 20TH, 2008** and terminates at 5 p.m. on **JUNE 30TH, 2009** (Title 5 CCR section 3062(a)), unless terminated at an earlier date as provided therein.

3. MODIFICATIONS AND AMENDMENTS

This Master Contract may be modified or amended by a written document, which complies with legal mandates, executed by CONTRACTOR and LEA. The CONTRACTOR agrees to apply the same rate for the entire school (fiscal) year, unless mutually agreed otherwise in writing by the LEA and CONTRACTOR. Changes in the administrative or financial provisions of this Master Contract, which does not alter the educational services or placement, may be made at any time during the term of this Master Contract, as mutually agreed in writing by CONTRACTOR and LEA.

4. COMPLIANCE WITH LAWS

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, CDE, and other local statutes, laws, ordinances, and regulations relating to the required 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 behavior interventions. The CONTRACTOR shall also fully cooperate with any due process proceedings or complaint investigations.

5. DEFINITIONS AND ACRONYMS

The following acronyms are used for the purpose of this Master Contract:

- CDE (California Department of Education)
- CDOJ (California Department of Justice)
- DAYS (Calendar days, unless otherwise specified)
- DIS (Designated Instruction and Services)
- FAPE (Free Appropriate Public Education)
- FERPA (Family Educational Rights and Privacy Act of 1974)

- IEP (Individualized Education Program, also means “individualized family service plan” when IEP pertains to individuals with exceptional needs younger than three years of age)
- IFSP (Individualized Family Service Plan)
- ISA (Individual Services Agreement)
- ITP (Individual Transition Plan)
- IMMEDIATE (within one school day)
- LEA (Local Education Agency)
- MASTER CONTRACT (previously known as Agreement)
- NOTIFICATION (within fourteen (14) calendar days, unless otherwise specified)
- NPA (Nonpublic Agency)
- OAH (California Office of Administrative Hearings)
- PARENT (means the natural parent, adoptive parent, surrogate parent, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent, a court of competent jurisdiction or otherwise provided by law)
- RELATED SERVICES also known as Designated Instruction and Services
- SELPA (Special Education Local Plan Area)

6. NO DISCRIMINATION

CONTRACTOR shall not discriminate based on race, religion, sex, national origin, age, sexual orientation or handicap in employment or operation of its programs.

7. GOVERNING LAW

The terms and conditions of this Master Contract shall be governed by the laws of the State of California with venue in Orange County, California.

II. ADMINISTRATION OF MASTER CONTRACT

8. NOTICES

All notices involving: 1) revocation or renewal of CONTRACTOR’s certification, 2) Master Contract disputes, 3) changes of LEA pupil’s residence outside of current LEA attendance area, 4) termination of ISA, 5) termination of Master Contract, 6) notification of cancellation or material change in CONTRACTOR’s or LEA’s insurance coverage, and 7) LEA’s reasonable objections to a subcontractor’s liability insurance policy, are required to be given to the LEA and/or CONTRACTOR in writing and shall be delivered in person, by certified/registered mail, or by other delivery service. Notices to LEA shall be addressed to: **Lourene K. Happoldt, Director, 1401 W. Valencia Drive, Fullerton, CA 92833.** Notices to CONTRACTOR shall be addressed to: **Kelly Thomas, Owner, 18377 Beach Blvd., Ste. 214, Huntington Beach, CA 92648.** The effective date of the notice shall be the date shown on return receipt received by addressee, or if delivered by hand, the date received by addressee or addressee’s agent. All other notices shall be given in the manner determined by the party giving notice, or as specified in a specific section of this Master Contract.

9. MASTER CONTRACT DISPUTES

Any disputes or disagreements between CONTRACTOR and LEA regarding implementation or interpretation of this Master Contract, or otherwise relating to this Master Contract, that are not informally voluntarily resolved shall be addressed and/or resolved as set forth in this section of the Master Contract. This provision in this section of the Master Contract, shall apply to all

disputes and disagreements related to events that occur and/or injuries that are incurred and/or commence during the term of this Master Contract, even if the party claiming injury first discovers the events and/ or injuries giving rise to the disagreement or dispute or first notifies the other party of the disagreement or dispute, after expiration of this Master Contract. For purposes of this section of the Master Contract, the term "injury" shall include monetary and/or non-monetary injuries.

Step One: The party claiming injury as a result of the facts underlying the dispute or disagreement shall first attempt to resolve the dispute directly between senior level representatives of the parties. If LEA is the party claiming injury, LEA shall notify CONTRACTOR's Director of the existence of a disagreement or dispute and attempt to resolve the matter informally. If CONTRACTOR is the party claiming injury, CONTRACTOR shall notify the LEA's Special Education Director or other LEA employee known or reasonably believed to be responsible for LEA's special education program, of the existence of a disagreement or dispute and attempt to resolve the matter informally.

Step Two: If the dispute or disagreement is not resolved at Step One, the party claiming injury as a result of the facts underlying the dispute or disagreement shall notify the Director of the SELPA of which the LEA is a member and request that the SELPA Director participate in attempting to resolve the matter informally.

Step Three: If the dispute or disagreement is not resolved at Step Two, the party claiming injury, if it wishes to pursue resolution of the dispute or disagreement, shall notify the other party in writing that it wishes to proceed to Step Three. The notice shall include: (a) a written statement of applicable facts supporting its position; (b) all applicable documents; (c) a proposed remedy to resolve the dispute; (d) the time and date during the regular or extended school year at which a Step Three meeting will be held, which date shall be no less than fifteen and no more than forty-five days after the date of the notice; (e) a location in Orange County, at which the Step Three meeting will be held; (f) a statement that the LEA shall invite a representative from a SELPA different from the SELPA that LEA belongs to and CONTRACTOR shall invite a representative from a different nonpublic school, to attend the Step Three meeting. The date, time or location of the meeting may be changed by written agreement of the parties, including to a date earlier than fifteen days or later than forty-five days after the date of the notice.

At the Step Three meeting, LEA and CONTRACTOR shall be given the opportunity to present all applicable facts and documents to the invited representatives, who will be asked to provide a suggested resolution of the dispute or disagreement, that is both equitable and consistent with applicable law and which may include a recommendation for one or more additional meetings, at which the representatives will attempt to mediate a resolution to the dispute or disagreement.

Step Four: If the dispute or disagreement is not resolved at Step Three, the party claiming injury may seek legal and /or equitable redress in a court of competent jurisdiction, or if mutually agreed to in writing by the parties, may submit the matter to binding arbitration by an arbitrator or arbitration service to be agreed to by the parties. The parties agree that this Master Contract provision on Master Contract Disputes does not alter the parties' right to bring any action in accordance with the applicable statute of limitations under state or federal law.

10. SUBCONTRACTS AND ASSIGNMENTS

- a. CONTRACTOR shall provide at least five (5) days written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract.
- b. Subcontracts for the provision of special education and/or related services pursuant to this Master Contract shall be entered into only with NPS/NPAs certified by CDE, except for an individual providing speech and language therapy, or psychological or educational assessment, who has a current license issued by the applicable licensing authority for those service providers.
- c. CONTRACTOR agrees that any subcontractor providing educational instruction or services, including transportation, shall keep in effect an appropriate policy of liability insurance, which CONTRACTOR shall provide to LEA, and LEA shall notify CONTRACTOR of any reasonable objections to the subcontractor's liability insurance policy within ten (10) days of receipt. CONTRACTOR agrees that subcontractor providing transportation shall keep in effect a liability insurance policy providing at least \$1,000,000 coverage, unless mutually agreed otherwise in writing by CONTRACTOR and LEA. CONTRACTOR shall ensure that such subcontractor shall require the subcontractor's insurance provider to send written notice of cancellation to LEA at least twenty (20) days prior to cancellation or material change in coverage. Proof of insurance shall be provided to LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of LEA; otherwise, certificates of insurance may be acceptable proof, if the information thereon is adequate and verifiable.

11. INDEPENDENT CONTRACTOR STATUS

This Master Contract is by and between two independent entities, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

12. CONFLICTS OF INTEREST

CONTRACTOR agrees to furnish to LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with LEA that constitutes or gives the appearance of a conflict of interest.

13. TERMINATION

This Master Contract may be terminated by LEA or CONTRACTOR at any time, through the procedures specified herein. To terminate the Master Contract either party shall give twenty (20) calendar days (pursuant to EC 56366(a) (4)) written notice prior to the date of the termination. Upon termination, CONTRACTOR shall make payment demand, and LEA shall make payment consistent with the payment provisions in this Master Contract. Expenses shall be itemized for review and approval by LEA. CONTRACTOR shall turn over to LEA all records pertaining to LEA pupils possessed by CONTRACTOR or under its control at the time of termination.

14. INDEMNIFICATION

CONTRACTOR shall defend, hold harmless, and indemnify LEA, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants or other representatives.

LEA shall defend, hold harmless and indemnify CONTRACTOR and its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classroom, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder that arise out of result from, in whole or in part, the negligent, wrongful or willful acts or omissions of LEA, its employees, agents, subcontractors, independent contractor, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for their sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for their sole negligence or willful misconduct.

This indemnity shall survive the termination of this Master Contract and/or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under law and/or this Master Contract.

15. INSURANCE

During the entire term of this Master Contract, CONTRACTOR shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of services(s) by CONTRACTOR, of at least \$1,000,000 combined single limit for all damages arising from each accident or occurrence. Not later than the effective date of this Master Contract, CONTRACTOR shall provide LEA with satisfactory evidence of insurance, naming LEA as additional insured, only as to matters arising out of this Master Contract for which CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification Section 14, including a provision for a twenty (20) calendar day written notice to LEA before cancellation or material change, evidencing the above-specified coverage. The CONTRACTOR shall at its own cost and expense, procure and maintain insurance under the worker's compensation laws of the state of California. If LEA or CONTRACTOR determines that a change in insurance coverage is necessary, either LEA or CONTRACTOR may reopen negotiations to modify the terms of this Master Contract's insurance obligations.

LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers persons acting on its behalf or under its control, that its self-insurance covers LEA's indemnification obligations to CONTRACTOR under this Master Contract, and

that LEA agrees to provide coverage to CONTRACTOR pursuant to this self-insurance in the event the indemnification obligations of Section 14 of this Master Contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 8 of this Master Contract, or any material insurance coverage changes at least twenty (20) days prior to the change.

16. CHANGE OF RESIDENCE

CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of a change in their pupil's residence. CONTRACTOR shall notify LEA in writing of a pupil's and/or parent's change of residence within three (3) school days after CONTRACTOR becomes aware of said change.

If the pupil's new residence is located within an area outside of LEA's service boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the pupil's change of residence if CONTRACTOR had knowledge of the pupil's change of residence.

CONTRACTOR shall notify LEA immediately when the CONTRACTOR becomes aware of an emergency change of placement (e.g., hospitalization, juvenile hall, etc.).

17. FACILITIES MODIFICATION

CONTRACTOR shall be responsible for any structural changes and/or facilities modifications required by state and/or federal law.

18. RENEWAL

Neither CONTRACTOR nor LEA is required to renew this Master Contract in subsequent years.

19. ENTIRE AGREEMENT

This Master Contract and any exhibits or attachments hereto constitute the entire Master Contract between LEA and CONTRACTOR, and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated. This Master Contract binds the successors, and assignees, of CONTRACTOR.

20. 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 Master Contract shall be severable and remain in effect.

21. AUTHORIZED REPRESENTATIVE

Authorization to enter into this agreement on behalf of the LEA is provided by the governing board of the LEA.

III. EDUCATIONAL PROGRAMS

22. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

Parents shall not be charged for any IEP/IFSP mandated educational activities and/or related services provided to their pupil. CONTRACTOR shall not require parents to pay any fees for services required in this Master Contract as a condition of enrollment and/or participation in school related activities necessary for the provision of FAPE.

CONTRACTOR shall provide to LEA pupils special education and/or related services within the NPA, which are consistent with each pupil's IEP/IFSP, and as specified that CONTRACTOR is to provide in each pupil's ISA.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of the standard and usual supplies, equipment, and facilities it normally provides as part of its general program for the type of pupil population served. No charge of any kind to parents shall be made by CONTRACTOR for special education and/or related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to or as a condition of the pupil's enrollment under the terms of this Master Contract, except as specified in writing signed by all relevant parties and attached to the pupil's ISA. This provision does not apply to voluntary activities unnecessary to provide the pupil with a free appropriate public education conducted after written notification to parents as to the cost and the voluntary nature of the activity. Unless the activity takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEPs.

If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond that normally provided by CONTRACTOR as part of its general program for the type of pupil population served, the specialized equipment and/or supplies, shall be provided by the LEA unless otherwise specified in the ISA. If the pupil is eligible for low incidence funding of equipment and/or supplies, the LEA shall provide the low incidence equipment and/or supplies identified in a pupil's IEP/IFSP, unless the CONTRACTOR specifically agrees in the ISA to provide them. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA, and supplies and/or equipment provided and/or purchased by CONTRACTOR remain the property of CONTRACTOR, if not specifically reimbursed by the LEA for that particular supply or equipment.

23. TRANSPORTATION

LEA shall provide transportation services to and from the NPA CONTRACTOR via agreements between the parents and LEA, unless the CONTRACTOR provides the related services at the approved public or non-public agency site. CONTRACTOR may agree in the applicable ISA to provide transportation services at the rates identified in the Rate Schedule Section 51 of this Master Contract.

24. COPY OF IEP/IFSP AND PROGRAM OF INSTRUCTION

Upon referral of a pupil to CONTRACTOR, the LEA shall provide CONTRACTOR with a copy of that pupil's current IEP/IFSP, as well as available assessment information, and facilitate, if requested, an observation of the pupil. CONTRACTOR retains the right to decline enrollment of any pupil. CONTRACTOR shall notify the LEA of its decision to decline enrollment or the

effective date of the enrollment of the pupil within two (2) days of the decision to decline enrollment or to accept enrollment of the pupil.

CONTRACTOR will provide LEA pupils a program of instruction that is consistent with each pupil's IEP/IFSP as specified in the ISA for NPA Services. Changes in the educational services or placement provided under this Master Contract may only be made based on revisions to the pupil's Individualized Education Program ("IEP"), mediated agreement, an order from California Office of Administrative Hearings ("OAH") and/or an order rendered by a court of competent jurisdiction. At any time during the term of this Master Contract, the parent, CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by state and federal law. CONTRACTOR shall ensure that Individual Transition Plans ("ITPs") are completed for all pupils during the IEP year that the pupils attain the age of 16 and each year subsequent. CONTRACTOR agrees to use Special Education Local Plan Area ("SELPA") IEP/IFSP, ITP forms and SELPA service logs, if such documents are available.

25. SERVICE/PROGRAM MONITORING

CONTRACTOR shall allow periodic monitoring of each pupil's instructional program by LEA. CONTRACTOR shall be invited to participate in the review of the pupil's progress by LEA. Representatives of LEA shall have reasonable access to observe the pupil at work, to observe the instructional settings, to interview CONTRACTOR, and to review the pupil's progress, service logs and related documentation, including any behavioral intervention plan.

LEA representatives will normally provide notice prior to monitoring visits, but LEA reserves the right to make unannounced monitoring visits. LEA representatives making site visits shall initially report to CONTRACTOR's site administrative office and present appropriate identification and proof of LEA employment.

26. REASONABLE VISITATION

CONTRACTOR will provide for reasonable parental visits to all CONTRACTOR facilities including, but not limited to, the instructional setting attended by the pupil, school and recreational activity areas, and if applicable, pupil's living quarters. CONTRACTOR shall make reasonable efforts to comply with any known court orders regarding parental visits and access to LEA pupils. If CONTRACTOR is aware that a violation of a known court order occurred at its site, CONTRACTOR will notify the pupil's parent, but shall not be obligated to notify the parent that is in violation of the court order.

CONTRACTOR's operating program with residential components shall cooperate with parents' reasonable requests for pupil visits in their home during, but not limited to, holidays and weekends. If CONTRACTOR has knowledge that permission is required for parental visits, CONTRACTOR shall require the parent(s) to provide written authorization from the designated individual or agency authorized to grant permission for the parental visit.

27. WITHDRAWAL BY PARENT

CONTRACTOR shall immediately report by telephone to LEA if a pupil is withdrawn by the parent from CONTRACTOR-provided services. CONTRACTOR shall confirm said telephone call in writing within three (3) school days.

28. MEDICATIONS

CONTRACTOR assures LEA that medications are not to be distributed as part of any NPA services unless specified in the IEP/IFSP and ISA and only when there is a written statement from the physician detailing the type, administration, method, amount, and time schedule of how the medication is dispensed. CONTRACTOR shall also assure LEA that there is a written statement from the parent giving the NPA permission to dispense prescribed medication to the pupil. CONTRACTOR shall keep a written log delineating date, time, amount, medication and name of employee dispensing medication to pupil. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

29. ACCIDENT/INCIDENT REPORT

CONTRACTOR agrees to submit a written accident report to LEA within five (5) school days of an incident where a pupil has suffered an injury requiring medical attention or resulting from physical restraint, injured another individual, is named as a suspected perpetrator or victim in an official sexual harassment complaint, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

30. PUPIL RECORDS

CONTRACTOR agrees to keep a current listing of names and positions of employees who have access to confidential records. All pupil records shall be kept in a secure location preventing access by unauthorized individuals. CONTRACTOR will maintain an access log delineating date, time, agency, and identity of the individual for any authorized person accessing pupil records who is not in the direct employ of the CONTRACTOR. Subcontractors shall not be considered in the direct employ of the CONTRACTOR for the purposes of accessing pupil records. Nevertheless, pursuant to EC 49076(b)(6), CONTRACTOR may provide subcontractors access to pupil records when the subcontractor provides services within CONTRACTOR's educational institution and has a legitimate interest in the information contained in the pupil records. CONTRACTOR also agrees to comply with the parental right to request copies of records and the parental right to inspect a pupil's file as defined in the federal law under the Family Educational Rights and Privacy Act of 1974 ("FERPA") and the California Educational Code § 49000 et seq. and § 56000 et seq.

31. PROGRESS REPORTS

Progress reports relating to goals and objectives in a pupil's IEP/IFSP and other data required for review shall be sent by CONTRACTOR to the Director of Special Education of the LEA and to parents per the pupil's IEP/IFSP schedule for progress reporting, at no charge to the LEA. Upon request, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP/IFSP review by LEA's IEP/IFSP team or when pupil's enrollment is terminated.

32. FORWARDING OF RECORDS

CONTRACTOR agrees, in the event of agency closure, to forward LEA pupil records within seven (7) days to LEA. These shall include, but not be limited to, current transcripts, IEP/IFSPs, and reports.

In the event of a parent request for records, the CONTRACTOR shall copy and forward to the LEA all records pursuant to the records request within three (3) days of the written request by the LEA. The CONTRACTOR may bill for copies at the same rate charged the parents of the pupil.

33. IEP/IFSP MEETINGS

The CONTRACTOR is responsible for the CONTRACTOR'S personnel appropriate to represent the related services provider attending required IEP/IFSP meetings. These meetings will be held at the LEA, unless otherwise approved by the LEA. Every effort shall be made to schedule the IEP/IFSP meetings at a time that is mutually convenient to parents, CONTRACTOR's staff and LEA's staff. The CONTRACTOR shall ensure private and confidential communication between the pupil and members of the pupil's IEP team, at the pupil's discretion.

If CONTRACTOR administers any testing of pupils in conjunction with pupils' IEP/IFSP the CONTRACTOR shall furnish copies of reports and protocols at no charge to the LEA, said copies shall be provided to the LEA at least five (5) days before the pupil's IEP/IFSP meeting. CONTRACTOR will send post-tested goals as well as proposed new goals to LEA and NPS office at least five (5) days prior to the IEP/IFSP meeting. In the event the CONTRACTOR receives notice of the IEP/IFSP fewer than eight (8) days before the meeting, the CONTRACTOR shall provide the documents within three (3) days of receiving the notice.

If LEA asks CONTRACTOR to be on call during a pupil's IEP/IFSP meeting, CONTRACTOR will receive remuneration at the hourly rate specified in this Master Contract, and on-call hours shall not be taken out of a pupil's direct service hours.

34. RELATED SERVICES

Unless otherwise specified in the LEA pupil's IEP/IFSP and/or ISA or in another written agreement, CONTRACTOR shall provide related services to LEA pupils on only those days that the LEA pupil's school of attendance is in session and the LEA pupil is scheduled to attend school. When a pupil misses a related service session due to staff absence, or any other staff-related reason, the make up session shall be provided within thirty (30) days of the missed session and CONTRACTOR shall provide notice of the completion of said make up session.

35. DUE PROCESS AND COMPLAINTS

CONTRACTOR shall fully participate in due process proceedings before OAH including mediations and hearings, at no additional cost, as requested by LEA. Participation includes but is not limited to producing documents regarding pupil, involvement with legal counsel for the LEA in preparation for the due process hearing and testifying at due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. If LEA asks CONTRACTOR to be on call for participation in a due process hearing, CONTRACTOR will receive remuneration at the hourly rate specified in this Master Contract, and on-call hours shall not be taken out of a pupil's direct service hours.

LEA shall inform parent(s) of their due process rights upon: 1) each notification of an IEP/IFSP meeting; 2) reevaluation of their child; 3) registration of a complaint or a request for a due

process hearing; and 4) the commencement of an expulsion proceeding. Upon request by LEA, CONTRACTOR will assist the LEA in meeting its due process notification obligations set forth in this section of this Master Contract.

36. HEALTH AND SAFETY

CONTRACTOR shall require that all regular and substitute employees, subcontractors, volunteers, and other individuals who may come into contact with a pupil on school grounds, except those whose functions do not necessitate frequent or prolonged contact with pupils (California Health & Safety Code §§ 121525 & 121545), provide verification of having been tested for tuberculosis and that the individual is free of tuberculosis, as evidenced by a state licensed medical doctor's signature. CONTRACTOR shall keep a copy of said information in the employee or volunteer file.

CONTRACTOR agrees to notify all regular and substitute employees, subcontractors, volunteers, and other individuals who may come into contact with a pupil on school grounds, except those whose functions do not necessitate frequent or prolonged contact with pupils, about universal health care precautions regarding infection control measures related to blood or bodily fluids when providing medical treatment or assistance to a pupil. CONTRACTOR further agrees to provide training regarding universal health care precautions as required by law, and to post required notices in areas designated in the California Health and Safety Code.

37. BEHAVIOR MANAGEMENT/BEHAVIOR INTERVENTION AGENCIES

If CONTRACTOR is certified to provide Behavior Intervention, CONTRACTOR shall provide a written description of the NPA's behavior management system and incident reporting procedures. CONTRACTOR shall designate one or more individuals employed, contracted and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager" as that term is defined in Title 5 of California Code of Regulations § 3003(e). CONTRACTOR shall ensure that all staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. The CONTRACTOR is responsible for adhering to the general positive behavioral interventions and SELPA training procedures set forth in California Education Code §§ 56520-56524 and California Code of Regulations Title 5, §§ 3001 and 3052. This includes data collection for behavioral issues, conducting Functional Behavior Assessment or Functional Analysis Assessment, and formulating Positive Behavior Intervention Plans.

38. PUPIL RETURN TO DISTRICT

When an IEP/IFSP team has determined that a pupil should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP/IFSP team's recommended activities to support the transition of LEA pupils from the special education program. These provisions shall also apply to mediated agreements and OAH decisions.

39. SURROGATE PARENTS

CONTRACTOR agrees to notify the SELPA within seven (7) school days when the CONTRACTOR becomes aware of the need for the appointment of a surrogate parent for a LEA pupil enrolled in CONTRACTOR's educational program. A surrogate parent is necessary when the parent is absent, the court has limited the parents' education rights to represent his/her child and/or the child is a dependent or ward of the court and the court has specified the absence of the

parents' education rights. CONTRACTOR agrees that the SELPA and authorized representatives will select, appoint and train said surrogate. A surrogate parent must have no interests that conflict with the interests of the child, have knowledge and skills that ensure adequate representation of the child, and may not be an employee of a public or private agency involved in the education and/or care of the child. The surrogate parent will sign an affidavit stating that no such conflict of interest exists and this affidavit will be kept on file by the SELPA.

IV. PERSONNEL

40. FINGERPRINT CLEARANCE

CONTRACTOR shall require each applicant for employment, and any subcontractor or volunteer in a position requiring contact with minor pupils to submit fingerprints consistent with California Education Code §§ 33192, 44237. CONTRACTOR shall comply with the requirements of Education Code § 45125.1 including, but not limited to: obtaining California Department of Justice ("CDOJ") clearance for CONTRACTOR's employees; prohibiting its employees from coming in contact with pupils until CDOJ clearance is ascertained; and certifying in writing and proving such certification to the LEA that none of its employees who may come in contact with pupils have been convicted of or pleaded nolo contendere to a felony, unless that individual's employment is authorized under the California Education Code. Nor will any person be employed who has been convicted of or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code § 44011, or to a felony that would disqualify that person from employment pursuant to Education Code § 44237.

41. CREDENTIALS AND LICENSES

- a. CONTRACTOR shall provide appropriately credentialed teachers or licensed personnel consistent with Title 5 of the California Code of Regulations and the California Education Code requirements to provide services(s) to pupils under this Master Contract, unless the California State School Board has granted a written waiver. CONTRACTOR shall employ, contract, and/or otherwise hire individuals who are adequately trained and have sufficient experience, according to prevailing professional standards, to provide those services for which the individual is contracted. Individuals employed, contracted, and/or otherwise hired by CONTRACTOR shall be licensed, credentialed, and/or otherwise qualified as specified in applicable California law.
- b. CONTRACTOR shall be responsible for verification of, credentials and licenses held by its employees, agents and subcontractors. Education credentials shall be on file at the office of the County Superintendent of Schools. Before the start of the school year, CONTRACTOR shall submit to LEA a staff list, and copies of all current credentials, licenses, permits and/or other documents that entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired by CONTRACTOR.
- c. No later than forty-five (45) calendar days after any credentialed/licensed personnel change, CONTRACTOR shall provide copies to LEA and CDE of any changes in licenses or credentials, in accordance with Title 5, Section 3062.
- d. The above provisions of this section, shall apply in all circumstances except those in which a written waiver has been granted by the State of California Board of Education with respect to state laws and regulations or by LEA with respect to its requirements.

42. RELATED SERVICE PROVIDER ABSENCE

When a related service provider is absent, CONTRACTOR shall employ a substitute service provider who is an appropriately qualified and credentialed staff person to provide service and fulfill other duties of the absent service provider. Upon written or oral request, CONTRACTOR shall provide to LEA documentation of coverage. The CONTRACTOR shall elect to reschedule the related service session consistent with Sections 39 and 53 related services of this Master Contract. LEA will not pay for services unless said service is provided by an appropriately qualified and credentialed service provider.

In the event the CONTRACTOR is unable to provide the NPA services consistent with this Master Contract due to service provider absence, the contract shall be terminated, per Section 13. CONTRACTOR shall notify the LEA within 10 days of their inability to provide the service.

43. MANDATED REPORTING

CONTRACTOR assures LEA that all staff members, including volunteers, have been informed of their obligations are under the child Abuse and Neglect Reporting Act § 11164 et seq., and if applicable, their dependent adult reporting obligations under California law, including but not limited to California Penal Code § 11166. CONTRACTOR agrees to provide training to all employees, within thirty (30) days of employment, regarding mandated reporting of child abuse, and (if applicable) dependent adults. CONTRACTOR shall maintain a signed statement by all personnel required to sign such a statement under the Child Abuse and Neglect Reporting Act as set forth in California Penal Code § 11166.5, to the effect that he or she has knowledge of the provisions of California Penal Code § 11166 (reporting duty and time) and will comply with those provisions.

When filing a suspected child abuse report under the Child Abuse Reporting laws, CONTRACTOR shall include in the report the name, telephone number and address of the LEA. When CONTRACTOR is aware of an allegation of staff abuse of a pupil, CONTRACTOR shall conduct an appropriate investigation and take other action, if appropriate, based on the particular facts known to CONTRACTOR at the time. CONTRACTOR shall adopt internal procedures regarding reporting obligations as authorized in California Penal Code § 11166 (g) (1).

CONTRACTOR will notify it's staff of its responsibility to report to parents and local law enforcement, as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with Education Code § 49370.

If an employee of CONTRACTOR or subcontractor who has a reporting obligation under applicable California law, observes or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, abduction, isolation, financial abuse or neglect of an elder or dependent adult, or if an elder or dependent adult credibly reports that he or she has experienced behavior including an act or omission constituting physical abuse, abandonment, abduction, isolation, financial abuse, or neglect, or reasonably suspects that abuse, CONTRACTOR shall submit the required report to the appropriate government or law enforcement agency.

44. SEXUAL HARASSMENT

CONTRACTOR shall have a sexual 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 annually provide a copy of the sexual harassment policy to all employees, along with information regarding the laws concerning sexual harassment and related procedures. See Accident/Incident Report Section 30. Furthermore, if CONTRACTOR is subject to the requirements of Government Code section 12950.1, regarding sexual harassment training for supervisors, CONTRACTOR shall comply with these requirements.

V. FINANCIAL SECTION

45. SCHOOL CALENDAR

- a. It is understood that related services are provided consistent with the public school calendar. Any additional days must be approved in writing by the LEA's authorized representative. Creditable units of service are those specified in the IEP/IFSP or ISA for NPA services for each pupil.
- b. Educational services shall occur at the school site, unless otherwise specified by the pupils' IEP/IFSP.
- c. LEA observes legal holidays including, but not limited to, the following: Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, and Memorial Day, as specified in the LEA's official calendar. The NPA services may not be provided on these days without prior written approval by the LEA.

46. ABSENCES

The LEA shall not be responsible for the payment of educational services when the pupil is absent. CONTRACTOR shall notify LEA in writing when the pupil's absences exceed three (3) sessions. Make-up sessions may be scheduled, but shall be limited to a thirty (30) calendar day period following when the original services were scheduled, unless otherwise agreed. CONTRACTOR shall provide all make-up related services during a time mutually agreed upon between the CONTRACTOR and the LEA.

47. ATTENDANCE RECORDS

- a. CONTRACTOR shall keep records of each pupil's daily attendance in a register, report or record, with the pupil's absences clearly identified. These records shall be used to report the attendance of pupils as set forth in California Education Code § 56366 (a) (7). CONTRACTOR shall also keep a register, report, or record identifying all related services provided to a pupil, which will be signed by the related service provider verifying that the services were provided as indicated on the register, report or record. CONTRACTOR shall provide copies of the signed daily attendance records and related services registers with the monthly invoices submitted to the LEA for payment.
- b. CONTRACTOR shall permit LEA representatives, upon reasonable notice, to meet with staff of CONTRACTOR for auditing attendance reporting.

48. MAINTENANCE OF RECORDS

Any of the following records that exist shall be maintained by CONTRACTOR for at least five years from the date of origination, or as long as otherwise required by law (CCR 3061(b)): registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; 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, dates of hire, and dates of termination; non-exempt staff time sheets; non-paid volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules; liability and workers compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; cash receipts and disbursement records; general ledgers and supporting documents; federal/state payroll quarterly reports; and bank statements and cancelled checks.

49. PAYMENT UNIT

A unit of service for payment purposes is one (1) hour of related services, or portion thereof.

CONTRACTOR shall notify LEA when Medi-Cal is billed for education related expenses.

50. RATE SCHEDULE

Education service(s) and/or related services offered by CONTRACTOR in accordance with the IEP/IFSP and the charges for such service(s) during the term of this Master Contract shall be as follows:

<u>Designated Instruction and Services</u>	<u>Rate</u>	<u>Basis* (specify)</u>
(1) Adapted Physical Education	\$ _____	per ___ Minutes
(2) Counseling/Group	\$ _____	per ___ Minutes
(3) Counseling/Individual	\$ _____	per ___ Minutes
(4) Speech Language Pathologists/CFY's Regular	\$ <u>83.00</u>	per <u>60</u> Minutes
(5) Speech Language Pathologists/CFY's Bilingual	\$ <u>87.00</u>	per <u>60</u> Minutes
(6) Occupational Therapy Services	\$ <u>83.00</u>	per <u>60</u> Minutes
(7) Certified Speech Lang. Pathology Asst. Regular	\$ <u>53.00</u>	per <u>60</u> Minutes
(8) Certified Speech Lang. Pathology Asst. Bilingual	\$ <u>57.00</u>	per <u>60</u> Minutes
(9) COTA's	\$ <u>53.00</u>	per <u>60</u> Minutes
(10) Behavior Intervention/Implementation (Tutor)	\$ _____	per ___ Minutes
(11) Behavior Intervention/Development (Supervision)	\$ _____	per ___ Minutes
(12) Other, specify:	\$ _____	per _____
(13) Other, specify:	\$ _____	per _____
(14) Other, specify:	\$ _____	per _____
(15) Other, specify:	\$ _____	per _____
(16) Other, specify:	\$ _____	per _____

<u>Other Services</u>	<u>Rate</u>	<u>Period Basis* (specify)</u>
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(1) IEP Meeting Attendance	\$83-87.00	per 60 Minutes
(2) One-on-One Aide	\$ _____	per Day Hour
(3) Assessments/Testing/Evaluations	\$ _____	per _____

* Basis of rate, such as: per # of Minutes, per Session, per Clinical Hour, per Day, per Hour, Flat Rate.

51. PAYMENT DEMAND

CONTRACTOR shall submit written invoices for payment on a monthly basis. CONTRACTOR shall submit said invoice for payment for services rendered via U.S. mail, other delivery service, or in person, no later than thirty (30) days after the end of the attendance accounting period in which said services are actually rendered. The LEA is not required to accept invoices that are submitted more than six (6) months after the expiration of this Master Contract. Proof of receipt may be established by return receipt requested through the mail, by proof of personal delivery, or any other reliable means. CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (i.e., roll books for the basic education program and service logs and notes for each related service) shall be completed by the service provider whose signature must appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of reported attendance which is the basis of services being billed for payment and shall inform service providers of their personal responsibility for the services being reported as rendered.

Upon approval of said payment demand, LEA shall make payment in an amount equal to the number of creditable days of attendance multiplied by the agreed upon unit amount, as well as all related services at the agreed upon rates. Payment shall be made within forty-five (45) days of receipt by LEA of invoices properly submitted and approved by LEA. If no notice of withholding is provided to CONTRACTOR within ten (10) business days of receipt of an invoice, the LEA shall not withhold any payment. If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of invoice as indicated by proof of receipt, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning forty-six (46) days from receipt of the invoice. The CONTRACTOR shall bill the LEA for the interest due.

CONTRACTOR shall submit rebilling invoices, via U.S. mail, other delivery service, or in person, no later than thirty (30) calendar days after the date deficiencies are corrected by the CONTRACTOR. If no notice of withholding is provided to CONTRACTOR within ten (10) business days of receipt of a rebilled invoice, the LEA shall not withhold any payment. If the rebilled payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice as indicated by proof of receipt, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning forty-six (46) days from receipt of the invoice. The CONTRACTOR shall bill the LEA for the interest due.

The LEA is not responsible for the costs associated with NPA services until the date on which an IEP/IFSP meeting is convened pursuant to law during which the IEP/IFSP team determines that a NPA services are appropriate, and the IEP/IFSP is signed by all necessary parties, including the SELPA/LEA pupil's parent or another adult with educational decision-making rights.

52. RIGHT TO WITHHOLD

LEA has the right to withhold payment to CONTRACTOR, when LEA has reliable evidence described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) CONTRACTOR has not performed a service identified in the invoice; (B) CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with the inspection, review or audit of its program, work, or records; (C) education and/or related services is provided to LEA pupils by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (D) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (E) CONTRACTOR has failed to provide to LEA all documents concerning one or more LEA pupils enrolled in CONTRACTOR's educational program within seven (7) days after school closure; (F) CONTRACTOR fails to notify LEA of a change of pupil's residence to a residence outside of LEA's attendance areas, within three (3) school days of when CONTRACTOR becomes aware of said change; (G) Educational funds received by CONTRACTOR from the LEA for the educational costs of pupils it has placed in the NPA were not used solely for those purposes but rather for the costs of a residential program.

If the basis for the withholding is subsection B and/or E of this section, the LEA may only withhold the proportionate amount of the bill related to that pupil or service for whom or which documents were not provided in accordance with this Master Contract, and may only withhold the amount until the documents are provided. If the basis for the withholding is subsection A, and/or D, LEA may only withhold the value of the service CONTRACTOR failed to perform or the amount of the overpayment. If the basis for the withholding is subsection C, LEA may only withhold payment for services provided by the individual for the period of time the individual was not properly licensed, credentialed, or otherwise qualified to provide that service. If the basis for the withholding is subsection F of this section, LEA may only withhold payment for service provided to a specific pupil three (3) days after CONTRACTOR becomes aware that the pupil moved to a residence outside of the LEA attendance area and failed to notify the LEA of this change in residence. If the basis for the withholding is subsection G, the LEA may only withhold the proportionate amount of the bill related to the funds received and used for purposes prohibited by subsection G.

If 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 to CONTRACTOR. Such notice shall specify the basis for LEA 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 LEA withholding payment. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend Contractor's time to respond by an additional thirty (30) days.

53. INSPECTION AND AUDIT OF FINANCIAL RECORDS

Upon request of LEA which shall include the reason for the request of records, and except as otherwise provided by law, CONTRACTOR shall provide LEA, a state agency, a federal agency, and/or an independent agency/firm contracted by LEA, access to the following record within ten business (10) days, except as otherwise provided by state and federal law: registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; 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, dates of hire, and dates of termination; staff time sheets; non-paid volunteer sign-in sheets; verification of staff training, transportation and other related

services subcontracts; school calendars; bell/class schedules; liability and workers compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports; bank statements and cancelled checks. CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. CONTRACTOR shall comply with any requests resulting from an inspection, review, or audit by LEA, a state agency, a federal agency, and/or independent agency/firm in a reasonable and timely manner. CONTRACTOR shall maintain cost data to verify the annual operating budget for providing special education and related services to LEA, which shall be made available for the relevant Master Contract period being audited. Fiscal records shall be maintained by CONTRACTOR for five (5) years after their origination and shall be available for audit.

54. AUDIT EXCEPTIONS

CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions related to its educational program and identified by auditors hired by LEA or by appropriate state or federal audit agencies occurring because of CONTRACTOR's performance of this Master Contract.

If an inspection, review, or audit by LEA, CONTRACTOR, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR or LEA owes the other party monies as a result of over billing, under payment, or failure to perform, in whole or in part, any of its obligations under this Master Contract, the party owed money shall provide to the other party written notice demanding payment and specifying the basis or bases for such demand. In the event that the party from whom payment is demanded disputes that any payment is owed, the matter shall be resolved in accordance with the Dispute Resolution section in section 9 of this Master Contract.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives.

CONTRACTOR

LEA

THE SPEECH & LANGUAGE
PROFESSIONAL SERVICES

FULLERTON SCHOOL DISTRICT

Print Name of Nonpublic, Nonsectarian Agency

Print Name of LEA

Contracting Officer's Signature

Authorized Representative's Signature

KELLY THOMAS, OWNER

LOURENE K. HAPPOLDT, DIRECTOR

Print Name and Title

Print Name and Title

Date

AUG. 20TH, 2008

Date

APPROVED BY THE LOCAL EDUCATION
AGENCY GOVERNING BOARD ON: AUG. 20TH, 2008.

CONSENT ITEM

DATE: August 19, 2008
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE SHARED CONTRACT BETWEEN LOS ANGELES COUNTY OFFICE OF EDUCATION AND FULLERTON SCHOOL DISTRICT FOR NANCY KOZMA FROM AUGUST 26, 2008 THROUGH JUNE 12, 2009

Background: Los Angeles County Office of Education and the Fullerton School District have shared an employment contract for Nancy Kozma since March 1, 2007. The Los Angeles County Office of Education pays for Ms. Kozma's salary, health and welfare and statutory benefits.

The shared employment contract is valid for the 2008/2009 school year. At the end of the 2008/2009 school year, Los Angeles County Office of Education and the Fullerton School District will determine if Ms. Kozma's contract will be renewed for another term.

Rationale: Districts often share employee contracts with a County Office allowing the employee to maintain their status with their District.

Funding: Not applicable.

Recommendation: Approve shared contract between Los Angeles County Office of Education and Fullerton School District for Nancy Kozma from August 26, 2008 through June 12, 2009.

MD:cs

CONSENT ITEM

DATE: August 19, 2008
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE SHARED CONTRACT BETWEEN LOS ANGELES COUNTY OFFICE OF EDUCATION AND FULLERTON SCHOOL DISTRICT FOR CHRISTINE BLUM FROM AUGUST 26, 2008 THROUGH JUNE 12, 2009

Background: Los Angeles County Office of Education and the Fullerton School District have shared an employment contract for Christine Blum since November 19, 2007. The Los Angeles County Office of Education pays for Ms. Blum's salary, health and welfare and statutory benefits.

The shared employment contract is valid for the 2008/2009 school year. At the end of the 2008/2009 school year, Los Angeles County Office of Education and the Fullerton School District will determine if Ms. Blum's contract will be renewed for another term.

Rationale: Districts often share employee contracts with a County Office allowing the employee to maintain their status with their District.

Funding: Not applicable.

Recommendation: Approve shared contract between Los Angeles County Office of Education and Fullerton School District for Christine Blum from August 26, 2008 through June 12, 2009.

MD:cs

CONSENT ITEM

DATE: August 19, 2008

TO: Mitch Hovey, Ed.D., District Superintendent

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

SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN SHELLY GARLAND AND FULLERTON SCHOOL DISTRICT TO OVERSEE THE REVISION OF PERSONNEL SERVICES WEBSITE EFFECTIVE AUGUST 20, 2008 THROUGH JUNE 30, 2009**

Background: Shelly Garland worked for the Fullerton School District as a Program Support Specialist. Her knowledge in web design is a valuable asset to the District and is currently needed to update the website for Personnel Services.

Rationale: The District is currently revising its District website to make it more user friendly and appealing to the public and therefore, the Personnel Services website needs to be updated.

Funding: Personnel Services Budget not to exceed \$2500.

Recommendation: Approve independent contractor agreement between Shelly Garland and Fullerton School District to oversee the revision of Personnel Services website effective August 20, 2008 through June 30, 2009.

MD:cs
Attachment

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT", and **Shelly Garland**, 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; and

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:

Revision of Personnel Services website

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on **August 20, 2008 through June 30, 2009**.

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Twenty Six Dollars and Forty Six Cents (\$26.46)/hour and not to exceed \$2500**. DISTRICT shall pay CONTRACTOR according to the following terms and conditions: CONTRACTOR will invoice District for services rendered in performance of all obligations under the terms of this contract.

4. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: **None**.

5. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to

benefits of any kind of 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 Worker's Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

6. Materials. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: **None** CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

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

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or 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 days after the day of mailing, whichever is sooner.

9. 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 persons, including the DISTRICT or its 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.

10. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of Three Hundred Thousand Dollars (\$300,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability that may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory."

11. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

12. Compliance with Applicable Laws. The service completed herein must meet 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 operations covered by this AGREEMENT or accruing out of the performance of such operations.

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

14. Employment with Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the

actual time in which services are actually being performed pursuant to this AGREEMENT.

15. 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.

16. Affirmative Action Employment. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

17. 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.

18. 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	Shelly Garland
1401 W. Valencia Drive	-
Fullerton, CA 92833	-
714-447-7400	-

19. 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.

20. 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 ENTERED INTO THIS 19th DAY of August, 2008.

Fullerton School District
(Name of District)

Shelly Garland
(Contractor Name)

By:

By:

Signature

Signature

Mark L. Douglas

Shelly Garland

Typed Name

Typed Name

Asst. Superintendent, Personnel
Title

Independent Contractor
Title

On File
Social Security or Taxpayer Identification
Number

CONSENT ITEM

DATE: August 19, 2008
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY RETAINER AGREEMENT FOR LEGAL SERVICES WITH ATKINSON, LOYA, RUUD & ROMO FOR 2008/2009

Background: The District is seeking to use the law firm of Atkinson, Andelson, Loya, Ruud & Romo to act as legal counsel for the District. At this time the administration is requesting Board approval to approve the contract with the firm for the 2008/2009 fiscal year.

The hourly rates for partners, associates and paralegals are the following:

Senior Partners	\$220 per hour
Junior Partners/Senior Associates	\$210 per hour
Associates	\$200 per hour
Paralegals	\$130 per hour

Rationale: Atkinson, Andelson, Loya, Ruud & Romo will provide legal expertise on a variety of items ranging from special education issues to labor relations.

Funding: The cost for legal services would be paid from the General Fund (01) at the above-noted hourly rates.

Recommendation: Approve/Ratify retainer agreement for legal services with Atkinson, Andelson, Loya, Ruud & Romo for 2008/2009.

MD:cs
Attachment

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services (the "Agreement") is made this 1st day of August 2008, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as "Attorney" or the "Law Firm" and FULLERTON SCHOOL DISTRICT, hereinafter referred to as "District."

II. RECITALS; PURPOSE; MATTERS

The District desires to retain and engage the Law Firm to perform legal services on District's behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. Attorney agrees to provide legal services to the District, including representation in administrative and court proceedings, as requested by the District. The place and time for such services are to be designated by the Superintendent of the District or designee.

III. TERMS AND CONDITIONS

A. The term of this Agreement shall be for three years, commencing August 1, 2008, through July 31, 2011. For the period August 1, 2008, through July 31, 2011, the District hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates: Two Hundred Twenty Dollars (\$220.00) for Senior Partners, Two Hundred Ten Dollars (\$210.00) for Junior Partners and Senior Associates, Two Hundred Dollars (\$200.00) for Associates, and One Hundred Thirty Dollars (\$130.00) for Paralegals. On or after July 1st of each year of this Agreement, the Law Firm may propose adjustments to the current hourly rates, which shall be subject to the approval of the District. The Law Firm shall bill in quarter-hour increments.

B. Agreements for legal fees at other than the hourly rates set forth above may be made by written mutual agreement for special projects or particular scopes of work. In the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

C. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the Superintendent or designee's prior approval in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of the District in the event a particular cost item totals \$2,000.00 or less. Typical cost items include, by way of example and not limitation, document preparation and word processing, long distance telephone charges, fax/teletype charges, copying charges, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc. If the Law Firm retains, with authorization from the District, experts or consultants for the benefit of the District, rather than the District contracting directly with any

expert or consultant, it is agreed that the District shall pay a five percent (5%) fee (“consultant processing fee”) on such expert and consultant costs paid by the Law Firm in order to offset certain costs to the Law Firm resulting from administering and initially paying such expert and consultant fees on behalf of the District.

D. A detailed description of the attorney work performed and the costs advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the Law Firm from District by the 10th of each month, unless other arrangements are made. In the event there are retainer funds of the District in the Law Firm’s Trust account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm’s Trust Account to the Law Firm’s General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

E. The District agrees to review the Law Firm’s monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm’s monthly statement within thirty (30) days of the District’s receipt thereof shall be deemed to signify the District’s agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

F. The District agrees to fully cooperate with the Law Firm in connection with the Law Firm’s representation of the District including, but not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent the District.

G. The District has the right, at any time, and either with or without good cause, to discharge the Law Firm as the District’s attorneys. In the event of such a discharge of the Law Firm by the District, however, any and all unpaid attorneys’ fees and costs owing to the Law Firm from the District shall be immediately due and payable.

H. The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District upon the occurrence of any one or more of the following events:

1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;
2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for the District;
3. Upon the failure of the District to perform any of the District’s obligations hereunder as respects the payment of the Law Firm’s fees and costs advanced; or

4. Upon the failure of the District to perform any of the District's obligations hereunder as respects cooperation with the Law Firm in connection with the Law Firm's representation of the District.

I. In the event that the Law Firm ceases to perform legal services for the District as hereinabove provided, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, the District will promptly execute an appropriate Substitution of Attorney form.

J. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

K. It is understood and agreed that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

IV. ARBITRATION

The parties agree that all disputes which arise between the District and the Law Firm, whether financial or otherwise regarding the attorney-client relationship, shall be resolved by binding arbitration. The parties agree to waive their right to a jury trial and to an appeal.

V. DURATION

This Agreement shall be effective August 1, 2008, through July 31, 2011, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

VI. EXECUTION DATE

This Agreement is entered into on August 20, 2008.

“Law Firm”

ATKINSON, ANDELSON, LOYA, RUUD &
ROMO

Dated: _____

By: _____
STEVEN J. ANDELSON

“District”

FULLERTON SCHOOL DISTRICT

Dated: _____

By: _____
Dr. Mitch Hovey

ACTION ITEM

DATE: August 19, 2008

TO: Mitch Hovey, Ed. D., District Superintendent

FROM: Gary Cardinale, Ed. D., Assistant Superintendent Business Services

PREPARED BY: Ron Mullins, Supervisor, Purchasing/Stores

SUBJECT: **APPROVE/RATIFY SERVICES AGREEMENT WITH INTERSCHOLASTIC TRADING COMPANY, LLC, TO ASSIST FULLERTON SCHOOL DISTRICT IN SELLING SURPLUS NEW AND USED EDUCATION GOODS IN AN ONLINE AUCTION ENVIRONMENT AND THROUGH OTHER SURPLUS GOODS CHANNELS IN COMPLIANCE WITH CALIFORNIA EDUCATION CODE SECTIONS 17540, 17545-17546, AND 60510-60511**

Background: The Interscholastic Trading Company, LLC (“InterSchola”), helps K-12 school districts, private schools, county offices of education, and other education institutions sell surplus items in an online auction environment, using eBay as a primary sales channel. Working in accordance with Ed Code, InterSchola and its team of surplus specialists manage all aspects of the auction process, eliminating the issues associated with surplus disposal and creating a vibrant secondary market for education assets and durable goods. InterSchola has had great success with a wide variety of asset categories, including vehicles and school buses, food service items, shop equipment, portable classrooms/mobile units, technology and network equipment, musical instruments, and more. Interschola requires zero upfront financial commitment from an education institution, utilizing a percentage-based model based on the value of each item or lot of items sold. After finding buyers, Interschola shares the proceeds. The InterSchola Services Agreement, Exhibit A – Auction Plan & Schedule, and Exhibit B – Fee Structure, is available in the Business Services Department for review.

Rationale: The Services Agreement with Interscholastic Trading Company, LLC, will provide another option to remove District surplus and potentially provide more revenue for the General Fund.

Funding: General Fund Income.

Recommendation: Approve/Ratify services agreement with Interscholastic Trading Company, LLC, to assist Fullerton School District in selling surplus new and used education goods in an online auction environment and through other surplus goods channels in compliance with California Education Code Sections 17540, 17545-17546, and 60510-60511.

GC:RM:gs
Attachment

INTERSCHOLA™ SERVICES AGREEMENT

This Services Agreement (“**Agreement**”) is made as of the last date set forth below in the signature blocks of this Agreement (the “**Effective Date**”) by and between Interscholastic Trading Company, LLC, having its principal place of business in San Francisco, California (“**InterSchola**”), and Fullerton School District, located in Fullerton, California (“**Client**”).

Recitals

A. InterSchola offers a service to assist Client in selling surplus new and used education goods in an online auction environment and through other surplus goods channels in compliance with CA Education Code Sections 17540, 17545-17546, and 60510-60511 as appropriate.

B. Client desires to sell certain of its surplus education goods and to engage InterSchola to assist in such endeavor.

Agreement

In consideration of the foregoing Recitals (which are incorporated herein) and the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. InterSchola Responsibilities.

InterSchola shall use commercially reasonable efforts to perform the services as more fully described in Exhibit A (“**Auction Plan and Schedule**”) and to complete such services in a professional and workmanlike manner. InterSchola may retain independent contractors to manage the auction activities remotely and at the Client location(s) (“**Field Auction Manager(s)**”) and shall use commercially reasonable efforts to ensure that the Field Auction Managers perform their tasks in a professional and workmanlike manner. InterSchola shall be in compliance with all laws, ordinances, rules and regulations relevant as a result of the services contemplated hereunder. InterSchola shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement. InterSchola may update Exhibit A (“**Auction Plan and Schedule**”) by providing Client thirty (30) days written notice.

2. Client Responsibilities.

Client agrees to assign a representative who will be the primary contact for InterSchola (the “**Client Representative**”) to work with InterSchola and its Field Auction Manager(s). Client will provide a safe and clean environment for the Field Auction Manager(s) in which to perform his/her inventory and related work. Further, Client acknowledges that InterSchola’s ability to perform as required under the Auction Plan and Schedule will require Client to perform certain tasks as contemplated in Exhibit A, which Client agrees to perform in a commercially reasonable manner. Client shall be in compliance with all laws, ordinances, rules and regulations relevant as a result of the services contemplated hereunder. Client represents that it has the right to sell any items to be sold in connection with this Agreement. Client will indemnify and hold harmless InterSchola and its officers, Managers, employees and agents from and against all claims, damages, losses or costs (including reasonable attorney fees) arising in connection with any claim based on or arising from items sold or offered for sale in connection with this Agreement or title thereto, except to the extent such claim is based on the negligence or willful misconduct of Interschola or its agents.

3. Relationship of the Parties.

Nothing contained herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between Client and InterSchola or between Client and InterSchola's Field Auction Manager(s). InterSchola agrees and acknowledges that neither it nor any of its employees or independent contractors shall be considered officers, employees or agents of Client and are not entitled to benefits of any kind from Client and InterSchola shall be responsible for payment of all federal, state and local taxes or contributions, if any, including for unemployment insurance, social security and income taxes with respect to InterSchola's employees.

4. Fees.

Client agrees to receive payment for items sold by InterSchola on behalf of Client less fees to InterSchola as set forth in Exhibit B ("**Fee Structure**"). InterSchola may update Exhibit B from time to time by providing Client thirty (30) days written notice, but in no event will such an update affect any listings for which Public Notice has already been posted. Client shall be responsible for the payment of any other fees, fines, licenses or taxes (including sales tax collected) required of or imposed against Client.

5. Client Acknowledgements.

Client acknowledges and agrees that: (i) InterSchola cannot predict how much, if any, revenue will be produced for Client through the activities contemplated in the Auction Plan and Schedule; (ii) the parties may not succeed in significant reduction of inventory or storage requirements for Client; (iii) active participation in the Auction Plan and Schedule by an appointed Client Representative will be required by Client and its employees or contractors (as set forth in this agreement); (iv) the Field Auction Managers may be independent contractors retained by InterSchola, and may not be fully bonded or insured; and (v) InterSchola makes no representation that it has performed background checks on all employees or independent contractors of InterSchola, and as a result Client agrees to assign Client Representative to supervise and monitor InterSchola's employees or Field Auction Managers while they are on Client's site and not to permit InterSchola nor any of its employees or Field Auction Managers to have contact with any pupil during the course of performing the services contemplated herein.

6. Confidentiality; Limits Imposed by Law.

InterSchola acknowledges that its Confidential Information may be disclosed to members of the public as required by the California Public Records Act (Government Code section 6250 et seq.) or at Client's public board meetings pursuant to the Brown Act (Government Code Section 54950 et seq.) Except to the extent required by these or other laws, a party receiving Confidential Information from the other party will not disclose or use it except as necessary to perform its obligations or enforce its rights under this Agreement, and each party will take all reasonable steps to ensure that its employees and agents comply with the foregoing. In the event of use or disclosure by the receiving party in violation of this Agreement, the disclosing party will be entitled to seek legal or equitable relief without posting bond.

"Confidential Information" means: (i) with respect to Client, any personally identifiable information of a student of Client's; (ii) with respect to InterSchola, all information which gives InterSchola a competitive business advantage or the disclosure of which would be detrimental to its interests; (iii) the terms of this Agreement; and (iv) all information that is marked as confidential. "Confidential Information" does not include information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of the receiving party; (ii) is received by the receiving party from a third party other than in breach of confidentiality obligations; (iii) is independently developed by the receiving party; or (iv) is subject to disclosure under court order or other lawful process.

7. Disclaimer of Warranties.

INTERSCHOLA DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE/NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY INTERSCHOLA OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF INTERSCHOLA'S OBLIGATIONS HEREUNDER.

8. Limitation of Liability and Damages.

EXCEPT WITH RESPECT TO CLIENT'S INDEMNITY OBLIGATIONS IN SECTION 2, NEITHER PARTY NOR ANY OF ITS OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS SHALL BE LIABLE TO THE OTHER PARTY OR ANY OTHER INDIVIDUAL OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. IN NO EVENT WILL INTERSCHOLA'S LIABILITY ARISING OUT OF OR OTHERWISE WITH RESPECT TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE GREATER OF THE MAXIMUM AMOUNT COVERED BY ANY APPLICABLE INSURANCE CARRIED BY INTERSCHOLA OR THE AMOUNTS RECEIVED BY INTERSCHOLA UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE LIABILITY IS DETERMINED.

9. Term and Termination.

The term ("Term") of this Agreement shall begin on the Effective Date and shall continue thereafter for one year with automatic one year renewals. Either party may terminate this Agreement for material breach by the other party that is not cured thirty (30) days after receipt of written notice by the non-breaching party. Following the first anniversary of the Effective Date, either party may terminate this Agreement for no cause by providing thirty (30) days written notice to the other party.

10. Publicity.

Client grants InterSchola the right to and agrees that InterSchola may use Client's name and the existence of this Agreement in client lists, presentations or promotions with prior written approval from Client, which shall not be unreasonably withheld.

11. Insurance.

InterSchola shall procure and maintain for the duration of the Term insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by InterSchola.

InterSchola shall maintain limits no less than:

General Liability: \$1,000,000 per occurrence. \$2,000,000 aggregate.

12. General Provisions.

12.1. Arbitration and Governing Law. Except as provided below, any dispute, controversy or claim relating to this Agreement shall be resolved in San Francisco, California in accordance with the then-existing Commercial Arbitration Rules promulgated by the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, this

Section shall not preclude either party from seeking temporary, provisional, or injunctive relief from any court. This Agreement shall be governed by the laws of the State of California without reference to its conflict of laws rules.

- 12.2. Entire Agreement. This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof. No other agreements, representations, or warranties have been made by either party to the other with respect to the subject matter of this Agreement, except as referenced herein. This Agreement may be amended only by a written agreement signed by both parties.
- 12.3. Anti-Discrimination. InterSchola will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, age, sexual orientation or gender of such persons.
- 12.4. Assignment. The obligations of InterSchola pursuant to this Agreement may not be assigned, except, in the case of a merger or acquisition of all or substantially all of InterSchola's business.
- 12.5. Severability. If any of the provisions of this Agreement are found or deemed by a court to be invalid or unenforceable, they shall be severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement.
- 12.6. Waiver. Neither party shall by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by the other party of any of the provisions of this Agreement. Further, the waiver by either party of a particular breach of this Agreement by the other party shall not be construed as, or constitute, a continuing waiver of such breach, or of other breaches of the same or other provisions of this Agreement
- 12.7. Force Majeure. Neither party shall be liable for any delay or failure to perform its obligations hereunder resulting from any cause beyond such party's reasonable control, including but not limited to acts of God, weather, fire, floods, strikes, work stoppages, slowdowns or other industrial disputes, accidents, riots or civil disturbances, acts of government, and acts of war or terrorism.
- 12.8. Survival. The following provisions shall survive termination or expiration of this Agreement: Section 2 (but only with respect to Client's indemnity obligation); Section 6 (Confidentiality); Section 7 (Disclaimer of Warranties); Section 8 (Limitation of Liability and Damages), and Section 12 (General Provisions).

AGREED AND ACKNOWLEDGED:

CLIENT

INTERSCHOLASTIC TRADING COMPANY, LLC

Signature : _____

Signature: _____

Print Name: GARY CARDINALE

Print Name: _____

Title: ASST. SUP. BUS. SVCS

Title: _____

Date: _____

Date: _____

Please fax the complete, signed contract to (415) 651 9676.

In addition, please mail two (2) signed copies of the complete agreement to:

InterSchola
1004A O'Reilly Ave, 3rd Floor
San Francisco, CA 94129

Exhibit A
AUCTION PLAN & SCHEDULE

GENERAL SERVICES

- For first time clients, InterSchola agrees to make an initial visit (“Initial Visit”) to Client location(s) within a reasonable and agreed to time frame following the initial request by Client to introduce the InterSchola Field Auction Manager(s) to the Client Representative
- Client agrees to schedule and host subsequent Field Auction Manager visit(s) to assess identified surplus inventory (“Inventory Assessment”) as agreed to by InterSchola and Client.
- Once items have been identified by InterSchola as InterSchola Managed Inventory, InterSchola reserves all rights to manage the sale/disposal of such assets in accordance with this agreement and/or any partner agreements until such assets are “released” to the Client.

AUCTION SERVICES – INVENTORY ASSESSMENT

- InterSchola Field Auction Manager sorts identified surplus asset inventory on Client premises /evaluates asset quality/determines feasibility of assets for sale in an open market environment (“InterSchola Managed Inventory”).
- InterSchola Field Auction Manager creates inventory list, takes digital photos and detailed notes on each asset determined feasible for sale in an open market environment.
- InterSchola Field Auction Manager and/or other InterSchola staff creates public auction listings for each asset determined feasible for sale in an open market environment using detailed product descriptions based upon knowledge of the education market and the online auction market.
- **POTENTIALLY DANGEROUS ITEMS**. With respect to an asset/asset(s) which InterSchola reasonably determines to be potentially dangerous to test, including items which may be electrical, mechanical, motorized or otherwise operable (e.g. automobiles, power tools, sharp tools etc.), Client shall be responsible for testing the asset in the presence of InterSchola Field Auction Manager in order for the product listing to include a valid statement regarding proven operability of the item at the time of listing.
- Should InterSchola Field Auction Manager discover an environment that is not safe or clean to perform inventory, InterSchola reserves the right to cancel inventory efforts, or postpone resumption of inventory until working conditions can be improved.

AUCTION SERVICES - GENERAL

- In compliance with CA Ed Code Section 17545, InterSchola posts appropriate auction listings to eBay, to satisfy education code requirements for public auction. InterSchola may, at its own discretion also make items available for auction through other public bid forums, though not in conflict with an auction already in progress. InterSchola pays all fees associated with listing assets on eBay and/or sales and marketing costs through other channels chosen by InterSchola.
- InterSchola sends listings to Client via email prior to auction launch. Client must review all listings and send email response to InterSchola to confirm reasonable accuracy of listing content. Should Client not respond to InterSchola in advance of auction launch, InterSchola assumes district has approved listing content. In this case, should a buyer later use a listing error as the basis for a refund, this error will be deemed the responsibility of the Client. See BUYER REFUNDS section of Exhibit B below.)
- InterSchola supports high-level marketing to the intended buyer community in conjunction with partner auction site. In addition, InterSchola may feature public notice of current, upcoming and past auctions on the InterSchola website to promote additional buying activity.
- InterSchola initiates auction and manages all customer queries through auction end, receipt of payment and shipping or delivery of item (“Auction Close”).

AUCTION SERVICES - AUCTION CLOSE

- InterSchola collects payment (sale price plus shipping and handling and appropriate sales tax) from winning bidder(s) in accordance with close of auction/sale and payment procedures specified in the InterSchola item description.
- InterSchola Field Auction Manager returns to Client location(s) usually within 5-10 business days after the auction end date (First Pickup Day) to package paid items and coordinate deliveries of goods to winning bidder(s)/buyer(s). An additional Backup Pickup Day is also scheduled in advance with Client for items for which payments were not received before the First Pickup Day.
- Client may be asked to facilitate pickups on days other than the First Pickup Day or Backup Pickup Day. Preparation for such pickups will have been made by the InterSchola Field Auction Manager and in such cases, the Client Representative will be adequately briefed on required activity, including handling of paperwork, to ensure that such pickups are handled smoothly. Should a confirmed or unconfirmed buyer arrive unannounced on a day other than a scheduled pickup day, Client is to notify InterSchola immediately.
- InterSchola may request assistance from Client Representative or other staff for moving large assets for purposes of inventorying items and/or preparation for packaging and delivery of items. Examples of such requests from InterSchola may include: a) assistance in the movement of heavy assets at Client location by Client Representative (i.e. by forklift), b) request for palletizing assets by Client Representative to assist with sale of assets, c) placing salvage assets in salvage bins arranged for delivery and removal by InterSchola, d) provision of surplus packaging materials that otherwise would be discarded by Client, or e) request to handle the “Transfer” of an item that has been prepared for pickup should a buyer or buyer representative be

- unable to attend one of the scheduled pickup days. If the Client is unable to confirm assistance, InterSchola may at its own discretion choose not to handle the listing of those items for which assistance will be required to successfully complete the sale.
- InterSchola confirms receipt of goods by buyer(s) through email confirmation from buyer and/or acknowledgement by third party shipping or delivery service.

COMPLEX ITEMS

- On behalf of its clients, InterSchola may list for sale certain items, herein referred to as "Complex Items," that require greater time and attention than standard items for inventory, auction preparation, marketing, and/or packing, shipping, dismantling or making arrangements for removal. "Complex Items" may include, but are not limited to: portable classrooms; mobile units; office trailers; building structures of any kind; large, complex machinery or equipment or maintenance "systems"; items that require complex "handling" (e.g. crating); LOTS that will require multiple days for removal; or items that have a very limited marketplace. InterSchola will work to facilitate a successful transaction of such items as directed by the Client, subject to the fee structure for Complex Items in Exhibit B.
- Should InterSchola deem an item not listed by category in Exhibit A to be a "Complex Item", it will give notice thereof to Client before items are offered for sale. In this case, Client may remove the item from InterSchola-Managed Inventory by notice to InterSchola within 3 business days after it receives notice of the "Complex Item" designation. Alternatively, InterSchola may at its own discretion choose not to include such item.
- On behalf of its clients, InterSchola may agree to perform an Inventory Assessment on a selection of items that requires greater time and attention than a standard Inventory Assessment. "Complex Inventory Assessments" may include, but are not limited to Inventory Assessments at multiple locations or at locations for which access by the Field Auction Manager is not readily available (eg non warehouse locations). Often times, InterSchola cannot determine whether an Inventory Assessment is "Complex" until the Field Auction Manager visits the inventory locations. Should InterSchola deem an Inventory Assessment to be a Complex Inventory Assessment, it will give notice thereof to Client before offering items for sale. In this case, Client may remove the item from InterSchola-Managed Inventory by notice to InterSchola within 3 business days after it receives notice of the "Complex Item" designation. Alternatively, InterSchola may at its own discretion choose not to include such item.

SALVAGE ASSETS

- InterSchola may research other channels for sale/disposal of assets deemed not saleable in an open market environment pursuant to and in accordance with CA Ed Code Section 17540 and 17546 (and in the case of Instructional Materials, 60510-60511).
- InterSchola uses commercially reasonable efforts, including services of InterSchola partners, to find (Salvage) buyers of such assets at the best price for Client.
- InterSchola collects payment from buyer(s) in accordance with terms set forth by InterSchola.
- InterSchola Field Auction Manager returns to Client location(s) usually within 5-10 business days after the auction end date (First Pickup Day) to package paid items and coordinate deliveries of goods to winning bidder(s)/buyer(s). An additional Backup Pickup Day is also scheduled in advance with Client for items for which payments were not received before the First Pickup Day.

OTHER

- InterSchola manages transfer of proceeds for Completed Sales to Client on a rolling basis within three months (approximately 75- 90 days) of the auction end date. A Completed Sale is defined as an item which has been sold, payment received from buyer and item removed from Client location, either shipped or picked up. If an item has been sold, but payment has not been received from buyer or pickup/shipping is not completed before the three-month period has been completed, the transfer of funds will be made in the next semi-monthly rolling payment cycle, after removal of the item has been confirmed.
- Proceeds are defined as total of sales price plus sales tax collected less InterSchola commission/fees. Calculations of individual auction listing proceeds will be presented with each payment.
- InterSchola does its best to ensure buyer/customer satisfaction. In the event that the buyer is not satisfied with product received from Client, InterSchola will arrange settlement with the buyer in accordance with eBay guidelines (a link to these guidelines can be found here: <http://pages.ebay.com/help/tp/esppp-process.html>). InterSchola does not accept Returns. All InterSchola auction items are sold "as-is." See BUYER REFUNDS section of Exhibit B below.)
- In the case that an item does not sell at auction or that a transaction is cancelled without payment or pickup, InterSchola will determine feasibility for other means of sale in accordance with CA Ed Code Section 17540 and 17546 (and in the case of Instructional Materials, 60510-60511).
- Client is responsible for any fees associated with posting Public Notice, including but not limited to public advertising costs, if required or determined by the Client. In no event will Client be responsible for InterSchola's corporate income tax or any other fees, fines, licenses or taxes required of or imposed against InterSchola.

Exhibit B

FEE STRUCTURE (STANDARD ITEMS)

ASSETS SOLD IN AN OPEN MARKET ENVIRONMENT

	Description	Terms	
InterSchola Percent of Sale	Percent of net final auction listing transaction value	<u>Sale Price</u> <\$1000.00 >\$1000.01	<u>InterSchola Percentage of Sale</u> 48% 48% of the first \$1000, plus 28% of the amount above \$1000
InterSchola Service Fee	Per hour for on-site services provided by InterSchola Field Auction Manager(s) to sort inventory/evaluate asset quality/determine feasibility for sale	WAIVED	
InterSchola Network Payment	Flat annual fee to join InterSchola Network	WAIVED	

Sample Percent of Sale fee calculations:

Final sale price/item or multiple item listing	Percent of Sale fee calculations (InterSchola commission fees deductible from Client proceeds):
Example (final sale price): \$400	$[(48\% * \$400)] = \192 District gets \$208 InterSchola effective rate – 48%
Example (final sale price): \$3600	$[(48\% * \$1000) + (28\% * \$2600)] = \$480 + \$728 = \$1208$ District gets \$2392 InterSchola effective rate – 34%

FEE STRUCTURE (COMPLEX ITEMS/ COMPLEX INVENTORY ASSESSMENTS)

Due to the additional requirements to manage these auction sales, InterSchola's fee structure for Complex Items is as follows:

InterSchola Percent of Sale	Percent of net final auction listing transaction value	<u>Sale Price</u> <\$2500.00 >\$2500.01 * Plus service fee, if applicable	<u>InterSchola Percentage of Sale</u> 48% 48% of the first \$2500, plus 28% of the amount above \$2500
InterSchola Service Fee	Per hour for services provided by InterSchola in executing sale (first four hours are free.)	\$35.00/hour (*)	

(*)A Service Fee at a rate of \$35/hour will be charged for all work performed by the InterSchola field and listing teams on these Complex Items/COMPLEX INVENTORY ASSESSMENTS in excess of 4 hours of attention (including, but not limited to, inventory, research, inspections, handling, etc.), before/during and after sale, to manage sale to Completion. InterSchola Service Fee, if applicable will be itemized and deducted from total proceeds of each auction round.

FEE STRUCTURE (SALVAGE ITEMS)

InterSchola Percent of Sale	Percent of final sale	50% (salvage value)
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InterSchola categorizes all items SOLD in forums other than the eBay marketplace as SALVAGE.

IN ALL CASES ABOVE:

- * Client will be responsible for fees associated with the posting of the public notice of sale of surplus assets in accordance with CA Ed Code Section 17545 including but not limited to public advertising costs, if required or determined by the Client.
- * Packaging materials will be provided by InterSchola unless otherwise agreed to by Client. All, shipping and handling fees will be the responsibility of InterSchola unless otherwise agreed to by the Client per Exhibit A.
- * Refunds
 - All refunds are a reduction to selling price. Revenue split between client and InterSchola is based on net sales price after refund.
 - If refund is caused by misinformation from client, missing or damaged items, Client will be charged an additional fee equal to 25% of refund amount.
 - Charge will appear on InterSchola/Client invoice as an InterSchola Item Service Fee.
- * Terminated Auctions
 - Items removed from the auction process at the client's request after inventory assessment but before auction listing will be assessed a fee of \$35.
 - Items removed from the auction process at the client's request after auction listing but before sale will be assessed a fee equal to 50% of the auction start price
 - Items that are sold at auction cannot be removed from the auction process and transactions cancelled without agreement of buyer. Should buyer agree to cancel sale, client will be charged a fee equal to 50% of the sales price.
 - Charge will appear on InterSchola/Client invoice as an InterSchola Item Service Fee.

ACTION ITEM

DATE: August 19, 2008
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Gary Cardinale, Ed.D., Assistant Superintendent, Business Services
SUBJECT: **ADOPT RESOLUTION NO. 08/09-01 OF THE BOARD OF TRUSTEES OF THE FULLERTON SCHOOL DISTRICT APPROVING THE SUBSTITUTION OF THE PREVIOUS UNDERWRITER AND DELEGATING THE APPROVAL THEREOF TO THE AUTHORIZED PERSONS OF THE DISTRICT**

Background: As the District is considering refinancing the current Community Facilities Districts (i.e. Van Daele and Amerige Heights), the Board approved an agreement with UBS Financial Services and Straddling Yocca Carlson & Rauth to form a District fiscal team for facilities funding with resolution 07/08-21 on March 25, 2005. UBS has now terminated its involvement in the municipal bond market. The District wishes to replace its previous underwriter with Piper Jaffray Co., to continue the service contemplated by the prior resolution. Mr. Timothy Carty has moved to Piper Jaffray and will remain as the underwriter. The current Assistant Superintendent of Business Services had worked with this financial team for the past ten years in facilities/bonds related issues.

Rationale: As the District's financial team, Piper Jaffray and Straddling Yocca Carlson & Rauth represent years of experience in public school finance and have successfully advised numerous school districts throughout California. Comfort and familiarity with the internal workings of the business team adds effectiveness and efficiency to the District functions.

Funding: Costs for these services will be taken out of proceeds from refinancing the two Community Facilities Districts.

Recommendation: Adopt Resolution No. 08/09-01 of the Board of Trustees of the Fullerton School District approving the substitution of the previous underwriter and delegating the approval thereof to the authorized persons of the District.

GC:gs
Attachment

RESOLUTION 08/09-01

RESOLUTION OF THE BOARD OF TRUSTEES OF FULLERTON SCHOOL DISTRICT APPROVING THE SUBSTITUTION OF THE PREVIOUS UNDERWRITER AND DELEGATING THE APPROVAL THEREOF TO THE AUTHORIZED PERSONS OF THE DISTRICT

WHEREAS, the Board of Trustees of Fullerton School District (the "Board"), approved a RESOLUTION NO. 07/08-21 OF THE BOARD OF TRUSTEES OF THE FULLERTON SCHOOL DISTRICT STATING ITS INTENTION TO PURSUE A REFINANCING OF OUTSTANDING SPECIAL TAX BONDS, APPOINTING CERTAIN PROFESSIONALS IN CONNECTION WITH THE DEVELOPMENT OF A FACILITIES FUNDING PROGRAM AND APPROVING CERTAIN RELATED ACTIONS dated March 25, 2008 (the "Prior Resolution"); and

WHEREAS, in such Prior Resolution the Assistant Superintendent, Business Services was authorized to negotiate, approve and execute a consulting contract with UBS Financial Services (the "Previous Underwriter") in connection with the issuance of certain bonds of the District; and

WHEREAS, the Previous Underwriter has terminated its involvement in the municipal bond market; and

WHEREAS, the District desires to replace the Previous Underwriter with Piper Jaffray & Co. ("Piper Jaffray") in order to continue the services contemplated by the Prior Resolution and to authorize the Assistant Superintendent, Business Services to negotiate, approve and execute a consulting contract with Piper Jaffray;

NOW, THEREFORE, IT IS RESOLVED, DETERMINED AND ORDERED BY THE BOARD OF TRUSTEES OF FULLERTON SCHOOL DISTRICT AS FOLLOWS:

SECTION 1. The Superintendent or Assistant Superintendent, Business Services or their designees (each an "Authorized Person") are, and each of them acting alone is, hereby authorized and directed to do any and all things, take any and all actions including, without limitation, to execute and deliver any and all documents that they may deem necessary or advisable in order to substitute Piper Jaffray for the Previous Underwriter under the terms of the Prior Resolution.

SECTION 2. The Authorized Persons are, and each of them acting alone is, hereby authorized to do any and all things, take any and all actions including, without limitation, to execute and deliver any and all documents that they may deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of the Prior Resolution and this Resolution.

ACTION ITEM

DATE: August 19, 2008
TO: Board of Trustees
FROM: Mitch Hovey, Ed.D., District Superintendent
PREPARED BY: Kathy Ikola, Assistant to the Superintendent
SUBJECT: APPROVE NEW BOARD POLICY 1313, COMMUNITY RELATIONS, CIVILITY

Background: The mission of the Fullerton School District is to work collaboratively with the community to provide a safe, innovative high-quality educational program for all students. To this end, District and school site staff are committed to treating parents and other members of the public with respect and expects the same in return. Board Policy 1313 promotes mutual respect, civility and orderly conduct among District employees, parents and the public.

This new Board Policy 1313 was presented to the Board of Trustees for a first reading at the July 22, 2008 Board meeting. Input was received and this action item serves as the second reading and approval for this new board policy.

Rationale: Maintaining orderly educational and administrative processes helps to ensure that school site and District facilities remain safe and secure environments for students and staff alike, as well as promotes our motto, "*Great Schools – Successful Kids.*"

Funding: Not applicable.

Recommendation: Approve new Board Policy 1313, Community Relations, Civility.

MH:ki
Attachment

FULLERTON SCHOOL DISTRICT

COMMUNITY RELATIONS

Policy No.: 1313

Civility- Page 1

Board Adopted: August 19, 2008

The Board of Trustees believes that maintaining orderly educational and administrative processes keeps schools and administrative offices free from disruptions and prevents unauthorized persons from entering school/District grounds. To this end, the Fullerton School District staff is committed to treating parents and other members of the public with respect and expects the same in return.

This policy promotes mutual respect, civility, and orderly conduct among District employees, parents, and the public. This policy is not intended to deprive any person of his/her right to freedom of expression, but only to maintain, to the extent possible and reasonable, a safe and harassment free workplace for the Fullerton School District students and staff. In the interest of presenting positive role models to the students within our District, the Fullerton School District encourages positive communication, discourages behavior that may appear rude, uncaring, abrupt, or insensitive, and will not tolerate volatile, hostile, or aggressive actions. The District seeks public cooperation with this endeavor.

Disruptions

1. Any individual who disrupts or threatens to disrupt school/office operations, including co-curricular and extra-curricular activities; threatens the health and safety of students or staff; willfully causes property damage; uses loud and/or offensive language which could provoke a violent reaction; or who has otherwise established a continued pattern of unauthorized entry on a school site or District property, will be directed to leave that school site or District property promptly by the Superintendent or designee.
2. If any member of the public uses obscenities or speaks in a demanding, loud, insulting and/or demeaning manner, the administrator or employee to whom the remarks are directed will calmly and politely admonish the speaker to communicate civilly. If corrective action is not taken by the abusing party, the District employee will verbally notify the abusing party that the meeting, conference, telephone conversation is terminated and, if the meeting or conference is on District premises, the offending person will be directed to leave promptly.
3. When an individual is directed to leave under such paragraph 1 or 2 circumstances, the Superintendent or designee shall inform the person that he/she may be subject to arrest and may be charged with a crime in accordance with California Education Code Section 44811, if he/she reenters any District facility within 30 days after being directed to leave, or within seven days if the person is a parent/guardian of a student attending that school. If an individual refuses to leave upon request or returns before the applicable period of time, the Superintendent or designee may notify law enforcement officials.

An Incident Report (see Exhibit 1313) shall be completed for any situation as set forth in paragraphs 1 and 2.

Safety and Security

The Superintendent or designee will ensure that school site and District facilities remain safe and secure environments.

FULLERTON SCHOOL DISTRICT

COMMUNITY RELATIONS

Policy No.: 1313

Civility- Page 2

Board Adopted: August 19, 2008

When violence is directed against an employee, that employee needs to promptly report the occurrence to their principal or supervisor and complete an Incident Report (see Exhibit 1313). When appropriate, the Superintendent or designee shall report to law enforcement any attack, assault, or threat made against someone on school/District premises or at school/District sponsored activities.

An employee whose person is injured or property damaged by willful misconduct of a student may ask the District to pursue legal action against the students or the student's parent/guardian.

Documentation

When it is determined by staff that a member of the public is in the process of violating the provisions of this policy, an effort should be made by staff to provide a written copy of this policy, including applicable code provisions, at the time of the occurrence. The employee shall immediately notify his/her supervisor and complete the Incident Report (see Exhibit 1313).

Legal Reference:	Education Code	
	32210	Disturbing School
	44014	Assault on Personnel
	44810	Person on School Grounds
	44811	Insults and Abuses
	Penal Code	
	243.5	Arrest on School Grounds
	415.5	Fighting on School Grounds
	626.8	Entry of School by Person Not on Lawful Business
	627.7	Refusal to Leave School Grounds

ACTION ITEM

DATE: August 19, 2008

TO: Board of Trustees

FROM: Mitch Hovey, Ed.D., District Superintendent

PREPARED BY: Kathy Ikola, Assistant to the Superintendent

SUBJECT: **APPROVE AMENDMENT NO. 1 TO THE LICENSE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND BLACKBOARD CONNECT INC. (FORMERLY KNOWN AS THE NTI GROUP, INC.) TO EXTEND THE AGREEMENT TO JUNE 30, 2009**

Background: In August 2005, the Fullerton School District investigated parental notification and absence verification systems. Representatives from several companies were contacted and submitted information and/or proposals. An agreement was reached for services with Notification Technologies, Inc. for the use of their *ConnectEd* parent notification system. This agreement was approved by the Board of Trustees on January 17, 2006 and is in effect January 18, 2006 through November 30, 2008. The Board of Trustees is being asked to approve an amendment to extend the agreement to June 30, 2009.

Rationale: The *ConnectEd* parent notification system has provided web-based automated contacts with parents concerning student absences. It has also allowed messages to be sent to remind parents of important dates, changes in schedules, and most importantly, information about emergency situations that have happened at several of our school sites. The current agreement ends on November 30, 2008. This amendment will extend the contract to June 30, 2009 to provide continued services through the 2008-2009 school year.

Funding: School site budgets to fund the cost at \$3.00 per student.

Recommendation: Approve Amendment No. 1 to the License Agreement between Fullerton School District and Blackboard Connect Inc. (formerly known as the NTI Group, Inc.) to extend the agreement to June 30, 2009.

MH:ki
Attachment



Amendment No. 1 to the License Agreement

Between Fullerton School District, California (“School District”) and Blackboard Connect Inc. (formerly known as The NTI Group, Inc.), a wholly-owned subsidiary of Blackboard Inc., a Delaware corporation (“BCI” or “Company”)

Effective on August 19, 2008 (the “Effective Date”), Blackboard Connect Inc. (“BCI”) and Fullerton School District (“School District”) agree to this Amendment No. 1 (the “Amendment”) to the License Agreement dated January 18, 2006 (the “Agreement”) as follows:

1. Modification of this Agreement:

The following Sections are modified in the Agreement:

A. The first sentence of Section 2 is deleted in its entirety and replaced as follows:

2. License Period; Term. The license period will commence on December 1, 2005 and end on June 30, 2009 (“License Period”)

B. Sections 4(b) and (c) are deleted in their entirety and replaced as follows:

b. Message Fee:

i. For the period commencing on December 1, 2005 and ending on June 30, 2006 (“Period 1”), School District will pay a message fee in the amount of \$1.90 per student – **Total License Fee for Period 1 = \$26,391.00.**

ii. For the period commencing on July 1, 2006 and ending on June 30, 2009 (“Period 2”), School District will pay a message fee in the amount of \$3.00 per student per year. Calculation of the message fee for the three years of Period 2 will be based on the number of enrolled students in the School District during each year (as reflected by each schools database), multiplied by \$3.00. There is no Support Fee in Period 2.

Total License Fee for first year of Period 2 = \$40,110.00. Total License Fee for the second year of Period 2 = \$39,684.00. Total License Fee for the third (and final year) year of Period 2 = \$40,200.00.

c. Payment Terms: The first invoice will be dispatched upon receipt of a signed Agreement or any amendment, if applicable. Fees are due within thirty (30) days of invoicing and fees for Period 2 are paid annually.

2. No Other Modifications:

Unless otherwise defined herein, capitalized terms used shall have the same meaning as set forth in the Agreement. Except as otherwise set forth herein, all terms and conditions of the Agreement will continue in full force and effect as set forth therein and amended hereby.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed, effective as of this 19th day of August 2008.

Blackboard Connect Inc.

Fullerton School District

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ACTION ITEM

DATE: August 19, 2008

TO: Mitch Hovey, Ed.D., Superintendent

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Susan Albano, Director, Educational Services

SUBJECT: APPROVE REVISIONS OF THE LOCAL EDUCATIONAL AGENCY PLAN (LEAP) FOR 2008/2013

Background: The No Child Left Behind (NCLB) Act of 2001 mandates districts to develop a Local Educational Agency Plan (LEAP) as a requirement for receiving federal funding for NCLB. The California Department of Education (CDE) has provided each district with guidance and a template for the development and revisions of the LEAP.

The framework for the LEAP focuses on the California State Board of Education's (SBE) adoption of the NCLB Performance Goals. The Fullerton School District has aligned the LEAP with the District's goals and Focusing on Excellence standards. The Performance Goals for the District address the following: (1) all students will reach high standards in language arts and math, (2) all limited English proficient students will become proficient in English, (3) all students will be taught by highly qualified teachers, (4) and all students will be educated in learning environments that are safe, drug-free, and conducive to learning.

Rationale: The District is not required to submit the LEAP to the CDE for approval until the reauthorization of the NCLB Act. However, all districts are required to continue to revise the LEAP on an annual basis with major revisions every five years. In order to meet NCLB requirements for funding, the LEAP must include descriptions of actions such as the coordination of services, needs assessments, school choice, supplemental services, services to homeless students, and Title I requirements.

Trustees received a copy of the LEAP in the pre-meeting packets. A copy of the LEAP is available for review in Susan Albano's office, Educational Services.

Funding: Not applicable.

Recommendation: Approve revisions of the Local Educational Agency Plan (LEAP) for 2008/2013.

JM:SA:lc

ADMINISTRATIVE REPORT

DATE: August 19, 2008
TO: Mitch Hovey, Ed.D., District Superintendent or designee
FROM: Mark L. Douglas, Assistant Superintendent or designee, Personnel Services
SUBJECT: FIRST READING OF BOARD POLICIES AS LISTED:

Board Policy 4040 Employee Use of Technology
Board Policy 4061.11 Industrial Accident/Illness Leave
Board Policy 4300 Management and Confidential Personnel

Background: In reviewing the Section 4000 Personnel Board Policies, it is time to update the attached Board Policies to reflect current laws and regulations.

The purpose of this Administrative Report will be to afford Board members the opportunity to ask questions, receive clarification and propose revisions prior to the adoption of these Board Policies at the September 9, 2008 Board Meeting.

Rationale: Maintaining orderly educational and administrative processes helps to ensure that school site and District facilities remain safe and secure environments for students and staff alike, as well as promotes our motto, "*Great Schools – Successful Kids.*"

Funding: Not applicable.

Recommendation: Not applicable.

MD:cs
Attachment

FULLERTON SCHOOL DISTRICT

ALL PERSONNEL

Policy No.: 4040

Employee Use of Technology

Board Adopted:

The Board of Trustees recognizes that technological resources can enhance employee performance by improving access to and exchange of information, offering effective tools to assist in providing a quality instructional program, and facilitating District and school operations. The Board expects all employees to learn to use the available technological resources that will assist them in the performance of their job responsibilities. As needed, employees shall receive training in the appropriate use of these resources.

Employees shall be responsible for the appropriate use of technology and shall use the District's technological resources for purposes related to their employment. Such use is a privilege which may be revoked at any time.

Employees should be aware that computer files and communication over electronic networks, including email and voice mail, are not private. These technologies shall not be used to transmit confidential information about students, employees or District operations without authority.

The Superintendent or designee shall ensure that all District computers with Internet access have a technology protection measure that prevents access to visual depictions that are obscene or pornographic, and that the operation of such measures is enforced. The Superintendent or designee may disable the technology protection measure during use by an adult to enable access for bona fide research or other lawful purpose.

To ensure proper use of the system, the Superintendent or designee may monitor the District's technological resources, including email and voice mail systems, at any time without advance notice or consent. If passwords are used, they must be known to the Superintendent or designee so that he/she may have system access.

The Superintendent or designee shall establish administrative regulations which outline employee obligations and responsibilities related to the use of District technology. He/she may also establish guidelines and limits on the use of technological resources. Inappropriate use may result in a cancellation of the employee's user privileges, disciplinary action and/or legal action in accordance with law, Board policy and administrative regulations.

The Superintendent or designee shall provide copies of related policies, regulations and guidelines to all employees who use the District's technological resources. Employees shall be asked to acknowledge in writing that they have read and understood these policies, regulations and guidelines.

In the event that the use of an electronic resource affects the working conditions of one or more employees, the Superintendent or designee shall notify the employees' exclusive representative.

Legal Reference:	Education Code 51870-51874	Education Technology
	Government Code 3543.1	Rights of Employee Organizations
	Penal Code 502 631	Computer Crimes, Remedies Eavesdropping on or Recording Confidential Communications

FULLERTON SCHOOL DISTRICT

ALL PERSONNEL

Policy No.: 4061.11

Industrial Accident/Illness Leave – Page 1

Board Adopted:

Leave of absence for industrial accidents or illnesses shall be provided to classified employees who have served in the District continuously through the probationary period.

In each fiscal year, allowable leave for any single industrial accident or illness shall be for 60 working days.

Allowable leave shall not accumulate from year to year.

When a classified employee is absent from his/her duties because of an industrial accident or illness:

1. Industrial accident or illness leave shall start on the first day of absence.
2. Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this state, exceed the normal wage for the day.
3. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence, regardless of a compensation award made under workers' compensation.
4. If an industrial accident or illness leave overlaps into the next fiscal year, the employee is entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

Upon expiration of allowable leave for an industrial accident or illness, the employee shall use personal illness and injury leave. If the employee continues to receive workers' compensation, he/she shall be entitled to use only as much of his/her accumulated or available sick leave, accumulated compensating time, vacation or other available leave as, when added to the employee's workers' compensation award, will provide for a full day's wage or salary.

During any paid leave of absence, the employee shall endorse to the District the workers' compensation checks received on account of his/her industrial accident or illness. In those cases, the District shall issue appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.

When available paid leave has been exhausted, the employee shall be so notified in writing and shall be offered an opportunity to request additional leave.

When all available leaves of absence, paid or unpaid, have been exhausted and the employee is not medically able to assume the duties of his/her position, the employee shall be placed either in another position or on a reemployment list for a period of 39 months. If during this time the employee becomes medically able, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates, except for a reemployment list established because of lack of work or lack of funds, in which case the employee shall be listed in accordance with appropriate seniority regulations. An employee who has been placed on a reemployment list and has been medically released for return to duty, but fails to accept an appropriate assignment, shall be dismissed.

FULLERTON SCHOOL DISTRICT

CLASSIFIED PERSONNEL

Policy No.: 4061.11

Industrial Accident/Illness Leave – Page 2

Board Adopted:

Any employee receiving benefits under this leave shall, during periods of injury or illness, remain within the State of California unless the Board of Trustees authorizes travel outside the state.

During this leave, the employee may return to his/her position without suffering any loss of status or benefits. Periods of leave of absence, paid or unpaid, shall not be considered to be a break in service of the employee.

Legal Reference:	Education Code	
	45191	Leave of Absence for Illness or Injury
	45192	Industrial Accident and Illness Leaves for Classified Employees

FULLERTON SCHOOL DISTRICT

MANAGEMENT, SUPERVISORY AND CONFIDENTIAL PERSONNEL

Policy No.: 4300

Management and Confidential Personnel

Board Adopted:

The Board of Trustees recognizes that effective management is vital to the success of District operations. Management personnel are expected to demonstrate initiative and good judgment in the development, implementation and oversight of District programs. Supervisors shall promote the productivity, professional growth and teamwork of District staff.

The Board shall adopt policies related to management and confidential personnel insofar as they are needed to comply with law and describe circumstances of employment within the District.

The Board may, by resolution, establish or abolish positions designated as senior management of the classified service in accordance with law.

Legal Reference:	Education Code	
	35031	Term of Employment
	45100.5	Senior Management Positions
	45104.5	Abolishment of Senior Classified Management Positions
	45108.5	Definitions of Senior Classified Management Employees
	45108.7	Waiver of Provisions of 45108.5
	45128	Overtime
	45130	Exclusion from Overtime Provisions
	45256.5	Designation of Certain Positions
	Government Code	
	3540.1	Definitions
	3543.4	Management Position; Representation
	3543	Appropriateness of Unit; Basis
	Court Decisions	
	<i>Auer v. Robbins</i> (1977) 117 S. Ct. 905	