

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

REGULAR MEETING OF THE BOARD OF TRUSTEES  
NOTICE TO THE PUBLIC

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

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

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

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

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

FULLERTON SCHOOL DISTRICT  
Minutes of the Regular Meeting of the Board of Trustees  
Tuesday, September 8, 2015  
6:00 p.m. Open Session  
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order, Pledge of Allegiance – Board Room

Vice President Thornley called a Regular meeting of the Fullerton School District Board of Trustees to order at 6:01 p.m. and Ryan Weiss-Wright (Principal at Laguna Road School) led the pledge of allegiance to the flag.

Board Members present: Beverly Berryman, Janny Meyer, Hilda Sugarman, Lynn Thornley  
(Chris Thompson not present)

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

Public Comments

Jim Crum, GATE Parent Advocacy Council (GPAC) President, spoke about GPAC events. GPAC is seeking a GATE representative from each of the 20 sites. The GPAC survey results from 2014/2015 were distributed to the Board of Trustees. Mr. Crum thanked Alison DeMark (District Office GATE Coordinator) for her ongoing support.

Recognition

Vice President Thornley and Dr. Pletka recognized the following schools for receiving an award from the Campaign for Business & Educational Excellence (CBEE).

2014 CBEE Star Schools: Richman School and Ladera Vista Junior High School. (*Recognition given to high poverty, high performing, achievement gap closing schools.*)

2014 CBEE Scholar Schools: Acacia School, Beechwood School, Laguna Road School and Robert C. Fisler School. (*Recognition given to high performing schools without significant levels of low-income students.*)

Superintendent's Report

He congratulated the schools that were recognized by CBEE and mentioned all sites Districtwide are also to be commended for all their success.

Information from the Board of Trustees

Trustee Sugarman- She shared the Tea and Technology Showcase will be held on January 27, 2016. The school year has gotten off to a great start and the District welcomed all students with open arms. She congratulated Dr. Peltka for being honored by All the Arts for All the Kids.

Trustee Berryman- She reported Nicolas Junior High School had a reporter from the Orange County Register OC Family publishing a story about the STEM program at Nicolas.

Trustee Meyer- She thanked Emy Flores (Assistant Superintendent of Educational Services) and Trang Lai (Director of Educational Services) for their hard work planning the staff development day held on September 4<sup>th</sup> at Ladera Vista Junior High School ( The Framed Conference). She commented the keynote speaker was superb.

Information from PTA, FETA, CSEA, FESMA

PTA Council – no report.

FETA – Karla Turner- She distributed the Educator Magazine to the Board of Trustees and thanked District Office staff for a well-planned staff development day on September 4<sup>th</sup>.

CSEA– no report.

FESMA – Susan Mercado- She showed her appreciation regarding the well planned and effective staff development day on September 4<sup>th</sup>.

### Approve Minutes

Moved by Janny Meyer, seconded by Beverly Berryman and carried 3-0 to approve the minutes of the Regular Meeting on August 25, 2015. (*Trustee Sugarman abstained for not being present at the August 25<sup>th</sup> Board meeting and President Thompson was not present to vote*).

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

#### Consent Items

Moved by Beverly Berryman, seconded by Hilda Sugarman and carried 4-0 to approve the consent items. The Board commented on consent items #1b and #1p.

#### 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 J22C0013 through J22C0018, J22D0141 through J22D0174, J22M0087 through J22M0100, J22R0158 through J22R0188, J22V0033 through J22V0044, J22X0258 through J22X0275, and J22Y0047 for the 2015/2016 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 180105 through 180134 for the 2015/2016 school year.

1e. Approve/Ratify warrants numbered 99843 through 100021 for the 2015/2016 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 10994 through 11020 for the 2015/2016 school year.

1g. Adopt Resolutions numbered 15/16-B004 through 15/16-B005 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1h. Award Contract FSD-14-15-AH-02 to JAM Fire Protection, Inc., for Districtwide Wiring Upgrades.

1i. Approve contract with Fast Deer Bus Charter, Inc., to provide transportation for field trips for fiscal year 2015/2016.

1j. Approve contract with Pacific Coachways Charter Services to provide transportation for field trips, effective September 9, 2015 through June 30, 2016.

1k. Approve contract with Silver State Coach, Inc., to provide transportation for field trips, effective September 9, 2015 through June 30, 2016.

1l. Approve contract with Transportation Charter Services to provide transportation for field trips, effective September 9, 2015 through June 30, 2016.

1m. Approve Partnership Agreement between Fullerton School District and American College of Education (ACE) effective September 9, 2015 through December 31, 2016.

1n. Approve Agreement between Fullerton School District and Orange County Department of Education for Introduction to Preschool Classroom Assessment Scoring System (CLASS) Training on September 23, 2015.

1o. Approve/Ratify Agreement #42110 between Fullerton School District and Orange County Superintendent of Schools, Orange County Department of Education (OCDE) for Positive Behavioral Intervention and Supports (PBIS) training per the PBIS Service Plan effective August 17, 2015 through June 30, 2016.

1p. Approve Memorandum of Understanding between Fullerton School District and the California School Climate, Health, and Learning Survey System (CAL-SCHLS) as they relate to the administration of the California Healthy Kids Survey (CHKS) for the 2015/2016 school year.

1q. Approve/Ratify 2015/2016 Memorandum of Understanding (MOU) between Fullerton School District and

Orange County Superintendent of Schools, Orange County Department of Education (OCDE) for Special Education programs and procedures.

1r. Approve/Ratify Independent Contractor Agreement between Fullerton School District and Sylvia Witt, Speech-Language Pathologist for services effective August 1, 2015 through June 30, 2016.

1s. Approve Memorandum of Understanding (MOU) between Fullerton School District and the Cotsen Foundation adding Fisler School for the 2015/2016 and 2016/2017 school years.

1t. Approve Agreement between Fullerton School District and Orange County Superintendent of Schools, Orange County Department of Education (OCDE) for Inside the Outdoors Field and School Programs effective September 8, 2015 through August 31, 2016.

1u. Approve Agreement for participation in the North Orange County Teacher Induction Program between Fullerton School District, Buena Park School District, and La Habra City School District effective September 15, 2015 through June 30, 2016.

1v. Approve Independent Contractor Agreement between Fullerton School District and MPR+Strategic Communications, Myrna Marston, effective September 9, 2015 through June 30, 2016.

#### Discussion/Action Items

2a. Approve Revised Board Policies:

Personnel

BP 4030 Nondiscrimination in Employment

BP 4119.11, 4219.11, 4319.11 Sexual Harassment

BP 4119.21, 4219.21, 4319.21 Professional Standards

Students

BP 5141.1 Child Abuse Prevention and Reporting

It was moved by Janny Meyer, seconded by Beverly Berryman, and carried 4-0 to approve the above referenced board policies.

2b. Adopt Resolution #15/16-07 approving the Recalculation of the 2014/2015 Appropriations Limitation and establishing the 2015/2016 Estimated Appropriations Limitation Calculations.

It was moved by Beverly Berryman, seconded by Janny Meyer and carried 4-0 to adopt Resolution #15/16-07 approving the Recalculation of the 2014/2015 Appropriations Limitation and establishing the 2015/2016 Estimated Appropriations Limitation Calculations.

2c. Hear presentation and approve 2014/2015 Unaudited Actuals and concurrently approve the 2015/2016 revised budget for Fund 51 Bond Interest and Redemption Fund and the fund balance changes as the District's 2015/2016 beginning budgeted balances of the legislative body of the Fullerton School District (District 22), Fullerton School District Community Facilities District No. 2000-1 (Van Daele, District 40), and Fullerton School District Community Facilities District No. 2001-1 (Amerige Heights, District 48).

Susan Hume, Assistant Superintendent of Business Services, presented the 2014/2015 Unaudited Actuals and the 2015/2016 revised budget to the Board of Trustees. It was then moved by Hilda Sugarman, seconded by Janny Meyer, and carried 4-0 to approve approve 2014/2015 Unaudited Actuals and concurrently approve the 2015/2016 revised budget for Fund 51 Bond Interest and Redemption Fund and the fund balance changes as the District's 2015/2016 beginning budgeted balances of the legislative body of the Fullerton School District (District 22), Fullerton School District Community Facilities District No. 2000-1 (Van Daele, District 40), and Fullerton School District Community Facilities District No. 2001-1 (Amerige Heights, District 48).

#### Administrative Report

3a. Administrative Report on Water Conservation Plans

Bob MacAuley, Director of Maintenance, Facilities and Operations spoke about the District's efforts to meet the City's water conservation requirements. Mr. MacAuley reported the District has exceeded the requirements for water conservation and continues to make water conservation a priority at the District and school sites.

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

Trustee Berryman recommended the December 15, 2015 Board Meeting be moved to December 8, 2015. The Board will take action on this topic at the September 29, 2015 Board meeting.

Adjournment

Vice President Thornley adjourned the Regular meeting on September 8, 2015 at 7:12 p.m.

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Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT  
Agenda for Regular Meeting of the Board of Trustees  
Tuesday, September 29, 2015  
5:30 p.m. Closed Session, 6:00 p.m. Open Session  
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

5:30 p.m.- Call to Order, Pledge of Allegiance

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

•Conference with District’s Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Dr. Craig Bertsch [Government Code sections 54954.5(f), 54957.6]

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

Public Comments/Persons Addressing the Board – Policy

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Public Comments

Introductions/Recognitions

Richman School Report

St. Jude Medical Center Healthy Communities Initiative

Superintendent’s Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

Approve Minutes

Regular Meeting September 9, 2015

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

Consent Items

Actions for consent items are consistent with approved practices of the District and are deemed routine in nature. Since Trustees receive Board agenda backup information in advance of scheduled meetings, they are prepared to vote with knowledge on the consent items. Board Members routinely contact District staff for clarification of Board items prior to the meeting. Consent items are voted on at one time, although any such item can be considered separately at a Board member's request, in which event it will be acted upon subsequent to action on the consent items.

- 1a. Approve/Ratify Certificated Personnel Report.
- 1b. Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.
- 1c. Approve/Ratify purchase orders numbered J22C0019 through J22C0027, J22D0175 through J22D0266, J22M0101 through J22M0123, J22R0189 through J22R0279, J22S0005 through J22S0006, J22V0045 through J22V0058, J22X0276 through J22X0292, and J22Y0048 through J22Y0049 for the 2015/2016 fiscal year.
- 1d. Approve/Ratify Nutrition Services purchase orders numbered 180135 through 180224 for the 2015/2016 school year.
- 1e. Approve/Ratify warrants numbered 100022 through 100352 for the 2015/2016 school year.
- 1f. Approve/Ratify Nutrition Services warrants numbered 11021 through 11077 for the 2015/2016 school year.
- 1g. Approve/Ratify Classified Personnel Report.
- 1h. Approve Classified tuition reimbursements.
- 1i. Approve/Ratify Independent Contractor Agreement between Fullerton School District and WestEd Center for Child and Family Studies for Desired Results Developmental Profile (DRDP) Tech Training on September 12, 2015.
- 1j. Approve/Ratify Independent Contractor Agreement between Fullerton School District and SureFire CPR for CPR and First Aid Training on September 21, 2015.
- 1k. Approve Independent Contractor Agreement with Fullerton School District and Ace It! Tutoring Powered by Sylvan Learning, (Zoglin Inc.) to provide supplemental support services from September 30, 2015 through April 29, 2016.
- 1l. Approve Independent Contractor Agreement with Fullerton School District and Club Z!, dba Tutoring USA, Inc., to provide supplemental support services from September 30, 2015 through April 29, 2016.
- 1m. Approve Independent Contractor Agreement with Fullerton School District and Professional Tutors of America, Inc., to provide supplemental support services from September 30, 2015 through April 29, 2016.
- 1n. Approve Resolution #15/16-09 proclaiming October 11-17, 2015 as Week of the School Administrator in the Fullerton School District.
- 1o. Approve/Ratify Agreement of legal services with the Law Offices of Best, Best & Krieger effective during the 2015/2016 fiscal year.
- 1p. Approve Agreement with Camp High Trails for Outdoor Science School from September 30, 2015 through June 30, 2016.
- 1q. Approve Agreement with the Orange County Council, Boy Scouts of America – DBA Irvine Ranch Outdoor Education Center (IROEC) for Outdoor Science School from September 30, 2015 through June 30, 2016.
- 1r. Approve Agreement with the Ocean Institute for Outdoor Science School from September 30, 2015 through June 30, 2016.
- 1s. Approve Agreement with Pathfinder Ranch for Outdoor Science School from September 30, 2015 through June 30, 2016.

1t. Approve/Ratify Independent Contractor Agreement between Fullerton School District and Dayle McIntosh Center for sign language interpreter service from September 1, 2015 through June 30, 2016.

1u. Approve/Ratify Memorandum of Understanding (MOU) between Fullerton School District and Anaheim Union High School District for special education programs and services effective August 12, 2015 through June 30, 2016.

1v. Approve/Ratify Addendum between Fullerton School District and Customized Vision Care, for contract cost adjustments for the 2015/2016 school year.

1w. Approve/Ratify Addendum between Fullerton School District and Lindamood-Bell (LMB) Learning Processes to provide professional development to teachers and administrators for 2015/2016.

1x. Approve Independent Contractor Agreement between Fullerton School District and Marshall B. Ketchum University, for vision services effective September 30, 2015 through June 30, 2016.

1y. Adopt Resolutions #15/16-B006 through #15/16-B009 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1z. Declare listed items as surplus, not suitable for school purposes, and authorize District staff to dispose of items at a public auction or by other means as allowed in Education Code sections 17545-17555.

1aa. Approve/Ratify contract with Demsey Filliger & Associates to conduct a retiree benefits study in accordance with GASB 45.

1bb. Approve moving the regular Board of Trustees Meeting from December 15, 2015 to December 8, 2015.

1cc. Approve Independent Contractor Agreement between Fullerton School District and The Pedagogical Institute for Building a Culturally-Based Classroom Community Workshop presented by Harold Göthson on October 29, 2015.

#### Discussion Item

Receive Information Regarding Process and Timelines for Change in District Method of Election of Trustees.

#### Public Hearing

Hold Public Hearing to allow for public comment regarding the adoption of Resolution #15/16-08 to ensure availability of textbooks and instructional materials and certification of provision of standards-aligned instructional materials for 2015/2016.

#### Discussion/Action Item

2a. Adopt Resolution #15/16-08 ensure availability of textbooks and instructional materials and certification of provision of standards-aligned instructional materials for 2015/2016.



## Administrative Reports

- 3a. Announcement of Appointment of Classified Personnel Commissioner.
- 3b. Fullerton School District 2004/2015 CAASPP Results.

The next regularly scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, October 20, 2015, at 6:00 p.m. in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

CONSENT ITEM

**DATE:** September 29, 2015  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Craig C. Bertsch, Ed. D., Assistant Superintendent, Personnel Services  
**SUBJECT:** APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects new hire(s) and extra duty assignment(s).

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

CCB:ad  
Attachment

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE  
BOARD OF TRUSTEES ON SEPTEMBER 29, 2015**

**NEW HIRE(S)**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>COST CENTER</b>	<b>EFFECTIVE DATE</b>
Nicole Wenthur	Physical Education / Fern Drive 50% / Golden Hill 40%	II/1	100	09/09/2015
Anna Choi	1 <sup>st</sup> / 2 <sup>nd</sup> Grade / Rolling Hills	II/1	100	09/14/2015
Joann Akrawi	School Psychologist / Student Support Services	I/F	100	09/22/2015
Lisa Antonucci	Substitute Teacher	Employ	100	09/09/2015
Hannah Choi	Substitute Teacher	Employ	100	09/08/2015
Megan Hansen	Substitute Teacher	Employ	100	09/16/2015
Sheri Heckman	Substitute Teacher	Employ	100	09/04/2015
Kacie Hoppe	Substitute Teacher	Employ	100	09/04/2015
Kimberly Iwai	Substitute Teacher	Employ	100	09/08/2015
Hyun Jung Lim	Substitute Teacher	Employ	100	09/14/2015
Clare O'Brien	Substitute Teacher	Employ	100	09/15/2015
Caitlin Rodriguez	Substitute Teacher	Employ	100	09/04/2015
Sarah Small	Substitute Teacher	Employ	100	09/04/2015
Rachealyn Stone	Substitute Teacher	Employ	100	09/03/2015

**EXTRA DUTY ASSIGNMENT(S)**

**Fisler "0" period Geometry**

<b>NAME</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
Jesus Uribe	1/7 of per diem from budget #100	8/11/2015-5/26/2015

**Approve 5% monthly stipend from budget # 0125554321-1201, effective July 1, 2015 through June 30, 2016, for providing services as Lead School Psychologist for Special Education/Student Support Services. For the following certificated employee:**

Ann Kim

**PAR Joint Panel**

**Approve stipend of \$1,000 to be paid in two increments, \$500 on January 2016 and \$500 in May 2016 from budget #0130655223-1901, for participation and membership of PAR Joint Panel, for the following certificated personnel:**

Terry Radzai-Sanchez  
Darlene Naslund

Andy Montoya  
Elizabeth Ellison

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON SEPTEMBER 29, 2015**

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

**Kindergarten Assessment at Orangethorpe**

**Approve contract hourly rate for Kindergarten Assessment at Orangethorpe Elementary, on July 17 through August 4, 2015. Not to exceed 16 hours from budget #302, for the following certificated personnel:**

Alyssa Larnerd  
Heather Moskowitz

Celia Pilkington  
Marisol Hernandez

**Kindergarten Assessment at Golden Hill**

**Approve stipend of \$100 per day, not to exceed \$200 from budget #0130415109-1101, for Kindergarten Assessment at Golden Hill Elementary, on August 4 and August 5, 2015, for the following certificated personnel:**

Michelle Brantzeg

Joanne Higgs

Carolyn Manos

**Leadership Meeting at Golden Hill**

**Approve stipend of \$100 per day, not to exceed one day, from budget #0130415109-1101, for attending a Leadership Meeting at Golden Hill Elementary, on July 14, 2014, for the following certificated personnel:**

Christina Corradino  
Joanne Higgs

Nina Rene Howell  
Matthew Mankiewicz

Kate Murray

**Kindergarten Assessment at Woodcrest**

**Approve contract hourly rate for Kindergarten Assessment at Woodcrest Elementary, on August 3 and August 4, 2015. Not to exceed 11.25 hours from budget # 0130229101-1101 for the following certificated personnel:**

Natalie Alcaraz

Cari Bailey

Jennifer Brkich

**Fern Drive Kindergarten Assessments**

**Approve stipend of \$120 per day, not to exceed one day, from budget # 0130213101-1101 and # 0130413109-1101, for Kindergarten Assessment at Fern Drive Elementary, on July 30 and August 3, 2015, for the following certificated personnel:**

Joe Conti  
Danielle Chenault-Tavera  
Kerri White

Steve Rabenston  
Leslie Taylor  
Kristen Campos

Ingrid Labutis

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE  
BOARD OF TRUSTEES ON SEPTEMBER 29, 2015**

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

**Fern Drive Curriculum Planning**

**Approve stipend of \$120 per day, not to exceed one day, from budget # 0130213101-1101 and # 0130413109-1101, for Curriculum Planning at Fern Drive Elementary, on July 27, 2015, for the following certificated personnel:**

Kristen Campos

Ingrid Labutis

Karen Green

This is to certify that this is an exact copy of the Certificated Personnel Report approved and recorded in the minutes of the meeting of the Board of Trustees on September 29, 2015.

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Clerk/Secretary

CONSENT ITEM

**DATE:** September 29, 2015

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

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

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

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

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

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

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

SH:gs  
Attachment

**FULLERTON SCHOOL DISTRICT**
***Gifts: September 29, 2015***

SITE	DONOR	RELATIONSHIP	DONATION	PURPOSE	AMOUNT
Beechwood	Beechwood School PTSA		monetary donation	for the school	\$2,209.97
Commonwealth	Mr. and Mrs. Jim Besaw	Community Partner(s)	backpacks	students	
Commonwealth	Target	Community Partner(s)	monetary donation	instructional materials	\$75.00
Commonwealth	Ms. Crishria Velásquez	Community Partner(s)	backpacks	students	
Educational Services	Americolor Corporation	Community Partner(s)	17 bottles of oil black candy coloring	6th grade science	
Fern Drive	Lifetouch	Community Partner(s)	monetary donation	student supplies	\$447.31
Fine Arts	McCoy Mills	Community Partner(s)	monetary donation	Fine Arts Program	\$21,000.00
Golden Hill	Brea Smart Bricks, Inc.	Community Partner(s)	monetary donation	general supplies	\$75.00
Golden Hill	Golden Hill Education Foundation	Community Partner(s)	monetary donation	IA/Rec. aides salaries	\$6,100.00
Golden Hill	Target	Community Partner(s)	monetary donation	general supplies	\$125.00
Ladera Vista J.H.	Kroger/Ralphs	Community Partner(s)	monetary donation	for the school	\$38.82
Ladera Vista J.H.	Lifetouch	Community Partner(s)	monetary donation	for the school	\$578.03
Ladera Vista J.H.	Target	Community Partner(s)	monetary donation	for the school	\$25.00
Laguna Road	Laguna Road School Chorus Foundation	Community Partner(s)	monetary donation	copier paper and supplies	\$250.00
Laguna Road	Wells Fargo	Community Partner(s)	monetary donation	for the school	\$600.00
Maple	Soroptimist Int'l of Fullerton	Community Partner(s)	monetary donation	Maple Mustang Ladies	\$1,300.03
Orangethorpe	Silicon Valley Community Foundation Edison	Community Partner(s)	monetary donation	for the school	\$45.00
Parks J.H.	Jeannie Abutin-Mitsch	Parent(s)	monetary donation	vocal curriculum	\$100.00
Parks J.H.	Norma Bates	Parent(s)	monetary donation	choir	\$50.00
Parks J.H.	Miyoung Byun	Parent(s)	monetary donation	electronic arts	\$100.00
Parks J.H.	Jean J. Fu	Parent(s)	monetary donation	choir	\$50.00
Parks J.H.	Kimberly M. Hodgen	Parent(s)	monetary donation	choir	\$50.00
Parks J.H.	Lisa-Gaye L. W. Hom	Parent(s)	monetary donation	vocal curriculum	\$50.00
Parks J.H.	Michele Irons	Parent(s)	monetary donation	choir	\$100.00
Parks J.H.	Christine H. Kim	Parent(s)	monetary donation	choir	\$100.00
Parks J.H.	Colleen Lambros	Parent(s)	monetary donation	choir	\$300.00
Parks J.H.	Alice Lee	Community Partner(s)	monetary donation	culinary curriculum	\$50.00

**FULLERTON SCHOOL DISTRICT**
***Gifts: September 29, 2015***

<b>SITE</b>	<b>DONOR</b>	<b>RELATIONSHIP</b>	<b>DONATION</b>	<b>PURPOSE</b>	<b>AMOUNT</b>
Parks J.H.	Moonjeong Lee	Parent(s)	monetary donation	choir	\$50.00
Parks J.H.	Paul Lee	Parent(s)	monetary donation	choir	\$50.00
Parks J.H.	Diana Longoria	Parent(s)	monetary donation	vocal curriculum	\$50.00
Parks J.H.	Kristin E. Márquez	Parent(s)	monetary donation	choir	\$100.00
Parks J.H.	Dina Merean	Parent(s)	monetary donation	electronic arts	\$100.00
Parks J.H.	Chung Yueh Pai	Parent(s)	monetary donation	vocal curriculum	\$100.00
Parks J.H.	Sally Waranch Rajcic	Parent(s)	monetary donation	culinary curriculum	\$50.00
Parks J.H.	Joowon Roh	Parent(s)	monetary donation	choir	\$50.00
Parks J.H.	Donna E. Stoica	Parent(s)	monetary donation	art curriculum	\$50.00
Parks J.H.	Alison C. Terry	Parent(s)	monetary donation	choir	\$100.00
Parks J.H.	Cindy and Fritz von Coelin	Parent(s)	monetary donation	instructional curriculum	\$500.00
Parks J.H.	Staccie Williams	Parent(s)	monetary donation	vocal curriculum	\$50.00
Parks J.H.	Jennifer Wray	Parent(s)	monetary donation	choir	\$100.00
Parks J.H.	Kevin Zahrndt	Parent(s)	monetary donation	choir	\$100.00
Raymond	Schoola	Community Partner(s)	monetary donation	technology	\$331.93
Raymond	Target	Community Partner(s)	monetary donation	technology	\$125.00
Richman	Lifetouch	Community Partner(s)	monetary donation	school supplies	\$799.18
Richman	Target	Community Partner(s)	monetary donation	school activities and supplies	\$25.00
Richman	Mr. Red Turner	Community Partner(s)	balls	recess and P.E. program	
Rolling Hills	Cantrell Photography	Community Partner(s)	monetary donation	student supplies	\$691.00
Rolling Hills	JoJo's Pizza	Community Partner(s)	monetary donation	student supplies	\$189.03
Rolling Hills	Rolling Hills Foundation	Community Partner(s)	monetary donation	P.E.	\$10,000.00
Student Support Services	Fullerton Cares	Community Partner(s)	monetary donation	autism materials at various FSD schools	\$11,000.00
Sunset Lane	Grace Pak and Kiho Woo	Parent(s)	monetary donation	Room 207	\$1,000.00
Valencia Park	Apple, Inc.	Community Partner(s)	monetary donation	for the school	\$411.25
Woodcrest	Lifetouch	Community Partner(s)	monetary donation	school supplies	\$538.19



CONSENT ITEM

**DATE:** September 29, 2015

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

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

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

**SUBJECT:** APPROVE/RATIFY PURCHASE ORDERS NUMBERED J22C0019 THROUGH J22C0027, J22D0175 THROUGH J22D0266, J22M0101 THROUGH J22M0123, J22R0189 THROUGH J22R0279, J22S0005 THROUGH J22S0006, J22V0045 THROUGH J22V0058, J22X0276 THROUGH J22X0292, AND J22Y0048 THROUGH J22Y0049 FOR THE 2015/2016 FISCAL YEAR

Background: Expenditures for the District must be approved by the Board of Trustees per Board Policy 3000(b). Any purchase orders included in the number range listed, but excluded in the Purchase Order Detail Report, are purchase orders that have either been canceled or changed in some manner and appear in the other sections of this report entitled Purchase Order Detail – Canceled Purchase Orders, or Purchase Order Detail – Change Orders. The subject purchase orders have been issued since the report presented at the last Board Meeting.

Purchase Order Designations:			
B:	Instructional Materials	S:	Stores
C:	Conferences	T:	Transportation
D:	Direct Delivery	V:	Fixed Assets
L:	Leases and Rents	X:	Open-Regular
M:	Maintenance & Operations	Y:	Open-Transportation
R:	Regular	Z:	Open-Maintenance & Operations

Rationale: Purchase orders are issued by school districts to purchase goods and services from merchants and contractors.

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify purchase orders numbered J22C0019 through J22C0027, J22D0175 through J22D0266, J22M0101 through J22M0123, J22R0189 through J22R0279, J22S0005 through J22S0006, J22V0045 through J22V0058, J22X0276 through J22X0292, and J22Y0048 through J22Y0049 for the 2015/2016 fiscal year.

SH:SM:gs  
Attachment

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 09/29/2015**

FROM 08/21/2015 TO 09/10/2015

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J22C0019	IDEAS UNLIMITED SEMINARS INC	458.00	458.00	0130420109 5210	Site Discr Instruction Nicolas / Conferences and Meetings
J22C0020	POWERSCHOOL USER GROUP EVENTS	672.00	672.00	0140955249 5210	Info Systems Serv Media DC / Conferences and Meetings
J22C0021	SUMMIT PROFESSIONAL EDUCATION	199.00	199.00	0150554391 5210	Occup Therapy Autism Pupil Ser / Conferences and
J22C0022	CALIFORNIANS DEDICATED TO EDUC	1,200.00	600.00	0132952101 5210	Aft Schl Ed Sfty Grt Cohort 6 / Conferences and Meetings
			600.00	1231019101 5210	Preschool Instruction / Conferences and Meetings
J22C0023	ORANGE CNTY DEPARTMENT OF EDUC	60.00	60.00	0150855359 5210	District Testing / Conferences and Meetings
J22C0024	ASSOC OF CA SCHOOL ADMINISTRAT	537.00	537.00	0130427109 5210	Site Discr Instr Sunset Lane / Conferences and Meetings
J22C0025	COMPUTER USING EDUCATORS INC	1,794.00	299.00	0121252101 5210	Title I District Instruction / Conferences and Meetings
			299.00	0138455229 5210	Ed Svcs Instr Staff Dev / Conferences and Meetings
			1,196.00	0140955249 5210	Info Systems Serv Media DC / Conferences and Meetings
J22C0026	ORANGE CNTY DEPARTMENT OF EDUC	100.00	100.00	0125554101 5210	LEA Medi Cal Reimburse Speech / Conferences and
J22C0027	CALIFORNIA ASSN OF SCHOOL COUN	284.00	284.00	0130423109 5210	Site Discr Instruction Parks / Conferences and Meetings
J22D0175	ORGANIZED SPORTSWEAR	3,479.89	3,479.89	0130215101 4310	Resp to Interv Instr Golden / Materials and Supplies Instr
J22D0176	CHEAPESTEEES	190.51	190.51	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
J22D0177	CURRICULUM ASSOCIATES LLC	236.40	236.40	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
J22D0178	USI INC	127.54	127.54	0130219101 4310	Resp to Interv Instr Maple / Materials and Supplies Instr
J22D0179	CDW.G	45.00	45.00	0130410109 4310	Site Discretionary Inst Acacia / Materials and Supplies Inst
J22D0180	ART SUPPLY WAREHOUSE	405.00	405.00	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
J22D0181	SCHOOL NURSE SUPPLY INC	71.35	71.35	0130411109 4310	Site Discr Instruction Beechwd / Materials and Supplies
J22D0182	SCHOOL SPECIALTY	1,651.20	1,651.20	0125554391 4310	LEA Medi Cal Reimb Autism OT / Materials and Supplies
J22D0183	LAKESHORE LEARNING	227.52	227.52	0125554391 4350	LEA Medi Cal Reimb Autism OT / Materials and Supplies
J22D0184	THERAPY SHOPPE	473.82	473.82	0125554391 4310	LEA Medi Cal Reimb Autism OT / Materials and Supplies
J22D0185	PUT IN CUPS	506.56	506.56	0130428109 4310	Site Discr Instr Valencia Park / Materials and Supplies Inst
J22D0186	ESPECIAL NEEDS	147.06	147.06	0125554391 4310	LEA Medi Cal Reimb Autism OT / Materials and Supplies
J22D0187	S&S WORLDWIDE INC	105.83	105.83	0130426109 4310	Site Discr Instruction Rolling / Materials and Supplies Inst

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J22D0188	SOCIAL THINKING	134.20	134.20	0125554391 4310	LEA Medi Cal Reimb Autism OT / Materials and Supplies
J22D0189	ORIENTAL TRADING COMPANY	37.96	37.96	0125554391 4310	LEA Medi Cal Reimb Autism OT / Materials and Supplies
J22D0190	AMAZON.COM	270.35	270.35	0125554391 4310	LEA Medi Cal Reimb Autism OT / Materials and Supplies
J22D0191	ENABLING DEVICES	847.10	847.10	0125554391 4310	LEA Medi Cal Reimb Autism OT / Materials and Supplies
J22D0192	AMPLIFY EDUCATION INC	347.80	347.80	0181219101 4310	Instr Mat Lottery Maple Instru / Materials and Supplies Inst
J22D0193	ACHIEVEMENT PRODUCTS FOR SPECI	440.36	440.36	0125554391 4310	LEA Medi Cal Reimb Autism OT / Materials and Supplies
J22D0194	B M I EDUCATIONAL SERVICES	325.44	325.44	0181219101 4310	Instr Mat Lottery Maple Instru / Materials and Supplies Inst
J22D0195	AMAZON.COM	86.33	86.33	0125554391 4310	LEA Medi Cal Reimb Autism OT / Materials and Supplies
J22D0196	RIVERSIDE PUBLISHING COMPANY	887.71	887.71	0113054101 4315	Resource Specialist Program / Materials Test Kits Protocols
J22D0197	PEARSON ASSESSMENT INC	619.50	619.50	0125554391 4315	LEA Medi Cal Reimb Autism OT / Materials Test Kits
J22D0198	ESPECIAL NEEDS	254.33	254.33	0125554391 4310	LEA Medi Cal Reimb Autism OT / Materials and Supplies
J22D0199	WESTERN PSYCHOLOGICAL SERVICES	472.00	472.00	0125554391 4315	LEA Medi Cal Reimb Autism OT / Materials Test Kits
J22D0200	APPLE COMPUTER INC	149.04	149.04	0130422109 4310	Site Discr Instr Pacific Drive / Materials and Supplies Inst
J22D0201	SPELLINGCITY.COM INC	1,236.90	618.45	0130227101 4310	Resp to Interv Instr Sunset Ln / Materials and Supplies Inst
			618.45	0130427109 4310	Site Discr Instr Sunset Lane / Materials and Supplies Instr
J22D0202	OFFICE DEPOT BUSINESS SERVICE	43.18	43.18	0130422109 4310	Site Discr Instr Pacific Drive / Materials and Supplies Inst
J22D0203	TENMARKS EDUCATION	10,224.00	10,224.00	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
J22D0204	COMPLETE BUSINESS SYSTEMS	2,117.88	2,117.88	0130422109 4310	Site Discr Instr Pacific Drive / Materials and Supplies Inst
J22D0205	NEWSELA INC	6,000.00	6,000.00	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
J22D0206	CDW.G	150.88	150.88	0130411109 4310	Site Discr Instruction Beechwd / Materials and Supplies
J22D0207	APPLE COMPUTER INC	413.64	413.64	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr
J22D0208	SCHOLASTIC INC	2,000.00	2,000.00	0130227101 4310	Resp to Interv Instr Sunset Ln / Materials and Supplies Inst
J22D0209	CM SCHOOL SUPPLY COMPANY	71.26	71.26	0130411109 4310	Site Discr Instruction Beechwd / Materials and Supplies
J22D0210	OFFICE DEPOT BUSINESS SERVICE	25.89	25.89	0130215101 4310	Resp to Interv Instr Golden / Materials and Supplies Instr

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J22D0211	MOBYMAX	599.00	599.00	0181211101 4310	Instr Mat Lottery Beechwood In / Materials and Supplies
J22D0212	CONCEPTS SCHOOL AND OFFICE FUR	301.32	301.32	0130426109 4310	Site Discr Instruction Rolling / Materials and Supplies Inst
J22D0213	AMAZON.COM	706.74	706.74	0111919101 4310	Phelps Grant Maple / Materials and Supplies Instr
J22D0214	SHOWBIE	420.00	420.00	0130427109 4310	Site Discr Instr Sunset Lane / Materials and Supplies Instr
J22D0215	AMAZON.COM	161.68	161.68	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
J22D0216	READ NATURALLY	456.66	456.66	0181213101 4310	Instr Mat Lottery Fern Instruc / Materials and Supplies Inst
J22D0217	STATEMENT SHIRTS	3,577.50	3,577.50	0130417129 4310	Physical Education LaderaVista / Materials and Supplies
J22D0218	SCHOOL HEALTH CORPORATION	86.41	86.41	0130427109 4310	Site Discr Instr Sunset Lane / Materials and Supplies Instr
J22D0219	SCHOLASTIC MAGAZINES	950.40	950.40	0181211101 4310	Instr Mat Lottery Beechwood In / Materials and Supplies
J22D0220	SCHOLASTIC MAGAZINES	438.08	438.08	0181227101 4310	Instr Mat Lottery Sunset Instr / Materials and Supplies Inst
J22D0221	CDW.G	45,000.00	45,000.00	0140955249 5800	Info Systems Serv Media DC / Other Contracted Services
J22D0222	GOV CONNECTION	575.21	575.21	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
J22D0223	SPELLINGCITY.COM INC	192.00	192.00	0181211101 4310	Instr Mat Lottery Beechwood In / Materials and Supplies
J22D0224	PROJECT LEAD THE WAY	318.60	318.60	0130420209 4310	STEM Nicolas / Materials and Supplies Instr
J22D0225	AMAZON.COM	122.13	122.13	0130422109 4310	Site Discr Instr Pacific Drive / Materials and Supplies Inst
J22D0226	DEMCO INC	436.32	436.32	0130420109 4310	Site Discr Instruction Nicolas / Materials and Supplies Inst
J22D0227	ART SUPPLY WAREHOUSE	4,127.76	2,063.88	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
			2,063.88	0130213101 4310	Resp to Interv Instr Fern Dr / Materials and Supplies Instr
J22D0228	CARROT-TOP INDUSTRIES INC	139.05	139.05	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
J22D0229	DEMCO INC	44.50	44.50	0130422109 4310	Site Discr Instr Pacific Drive / Materials and Supplies Inst
J22D0230	THERAPRO	31.21	31.21	0150554101 4310	Occup Therapy Autism Instr / Materials and Supplies Instr
J22D0231	IMAGE MARKET	1,132.11	1,132.11	0130417149 4310	Vocal Music Ladera Vista / Materials and Supplies Instr
J22D0232	AMAZON.COM	40.98	40.98	0130216101 4310	Resp to Interv Instr Hermosa / Materials and Supplies Instr
J22D0233	AMPLIFY EDUCATION INC	765.26	765.26	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies

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J22D0234	SCHOOL NURSE SUPPLY INC	29.17	29.17	0130418279 4350	Site Discr Admin Laguna Road / Materials and Supplies
J22D0235	GREAT BOOKS FOUNDATION, THE	185.55	185.55	0181210101 4310	Instr Mat Lottery Acacia Instr / Materials and Supplies Instr
J22D0236	BARNES AND NOBLE INC	423.36	423.36	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
J22D0237	LEGO EDUCATION	5,615.71	5,615.71	0181224101 4310	Instr Mat Lottery Raymond Inst / Materials and Supplies
J22D0238	LAKESHORE LEARNING	753.84	753.84	0130422109 4310	Site Discr Instr Pacific Drive / Materials and Supplies Instr
J22D0239	OFFICE DEPOT BUSINESS SERVICE	96.04	96.04	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
J22D0240	READ NATURALLY	162.84	162.84	0181218101 4310	Instr Mat Lottery Laguna Instr / Materials and Supplies Instr
J22D0241	MATHEMATICAL OLYMPIADS FOR ELE	109.00	109.00	0130216101 4310	Resp to Interv Instr Hermosa / Materials and Supplies Instr
J22D0242	DEMCO INC	355.92	355.92	0130417109 4310	Site Discr Instruction Ladera / Materials and Supplies Instr
J22D0243	BLUE RIBBON STYLES COMPANY	2,887.82	2,887.82	0130417149 4310	Vocal Music Ladera Vista / Materials and Supplies Instr
J22D0244	BRODART COMPANY	165.76	165.76	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
J22D0245	APPLE COMPUTER INC	372.60	372.60	0181213101 4310	Instr Mat Lottery Fern Instruc / Materials and Supplies Instr
J22D0246	TIME FOR KIDS MAGAZINE	166.80	166.80	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
J22D0247	BARNES AND NOBLE INC	496.89	496.89	0181227101 4310	Instr Mat Lottery Sunset Instr / Materials and Supplies Instr
J22D0248	BUENA PARK PLAQUE AND TROPHY	90.70	90.70	0130228101 4310	Resp to Interv Instr Valencia / Materials and Supplies Instr
J22D0249	B AND H PHOTO VIDEO INC	190.24	190.24	0181213101 4310	Instr Mat Lottery Fern Instruc / Materials and Supplies Instr
J22D0250	AMAZON.COM	38.87	38.87	0130412109 4310	Site Discr Instr Commonwealth / Materials and Supplies
J22D0251	AMAZON.COM	85.41	85.41	0130412109 4310	Site Discr Instr Commonwealth / Materials and Supplies
J22D0252	AMAZON.COM	1,169.63	1,169.63	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
J22D0253	ROCHESTER 100 INC	124.20	124.20	0130230101 4310	Resp to Interv Instr Fisler / Materials and Supplies Instr
J22D0254	OFFICE DEPOT BUSINESS SERVICE	51.80	19.43	0125554391 4350	LEA Medi Cal Reimb Autism OT / Materials and Supplies
			22.66	0130210101 6410	Resp to Interv Instr Acacia / New Equip Less Than \$10,000
			9.71	0130410109 6410	Site Discretionary Inst Acacia / New Equip Less Than
J22D0255	AMAZON.COM	372.36	372.36	0125554391 4350	LEA Medi Cal Reimb Autism OT / Materials and Supplies

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J22D0256	AMAZON.COM	56.81	56.81	0130419109 4310	Site Discr Instruction Maple / Materials and Supplies Instr
J22D0257	NATIONAL ASSOCIATION OF SECOND	64.80	64.80	0130426109 4310	Site Discr Instruction Rolling / Materials and Supplies Inst
J22D0258	EAGLE COMMUNICATIONS	501.00	501.00	0130426109 4310	Site Discr Instruction Rolling / Materials and Supplies Inst
J22D0259	EAGLE COMMUNICATIONS	1,969.00	1,969.00	0130420109 4310	Site Discr Instruction Nicolas / Materials and Supplies Inst
J22D0260	LIEBERMAN TECHNOLOGIES	2,340.00	2,340.00	0111630101 4310	Donation Discretionary Fidler / Materials and Supplies Instr
J22D0261	GOV CONNECTION	431.41	431.41	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
J22D0262	GOV CONNECTION	187.88	187.88	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
J22D0263	AMAZON.COM	40.73	40.73	0130410109 4310	Site Discretionary Inst Acacia / Materials and Supplies Inst
J22D0264	NATIONAL PROFESSIONAL RESOURCE	121.89	121.89	0130410109 4310	Site Discretionary Inst Acacia / Materials and Supplies Inst
J22D0265	COASTAL ENTERPRISES	3,942.43	3,942.43	0111630101 4310	Donation Discretionary Fidler / Materials and Supplies Instr
J22D0266	PEARSON, JON	375.00	375.00	0181217101 4310	Instr Mat Lottery Ladera Instr / Materials and Supplies Inst
J22M0101	FULLBLAST CONCRETE CUTTING INC	1,300.00	1,300.00	2567122859 6100	Facilities Improvement Pac Dr / Sites and Site
J22M0102	ZEPHYR TURFCARE EQUIPMENT	486.00	486.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
J22M0103	B AND M LAWN GARDEN	926.64	926.64	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
J22M0104	CALIFORNIA STEEPLEJACK	404.60	404.60	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
J22M0105	EMED COMPANY INC	1,847.94	1,847.94	1453350859 4363	Deferred Maint Facilities / Materials and Supplies Repairs
J22M0106	DBMC INC	6,300.00	6,300.00	2567125859 6200	Facilities Improvement Richman / Buildings and Improve
J22M0107	DBMC INC	2,885.00	2,885.00	2567125859 6200	Facilities Improvement Richman / Buildings and Improve
J22M0108	DBMC INC	4,150.00	4,150.00	4064650851 6200	Redevelop Pass Through Admin / Buildings and Improve of
J22M0109	S AND R AIR CONDITIONING AND H	787.35	787.35	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
J22M0110	A 1 FENCE COMPANY	3,093.00	3,093.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
J22M0111	AMBIENT ENVIRONMENTAL INC	200.00	200.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
J22M0112	S AND R AIR CONDITIONING AND H	2,750.00	2,750.00	1453311859 5640	Deferred Maint Fac Beechwood / Repairs by Vendors
J22M0113	HAJOCA CORPORATION	3,109.15	3,109.15	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs

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J22M0114	ARC	88.90	88.90	2567150851 6100	Facilities / Sites and Site Improvements
J22M0115	DAILY JOURNAL CORPORATION	722.40	722.40	2567150851 5830	Facilities / Legal Advertising
J22M0116	EXECUTIVE ENVIRONMENTAL SERVIC	5,500.00	5,500.00	1453350859 5805	Deferred Maint Facilities / Consultants
J22M0117	DBMC INC	4,780.00	4,780.00	4064650851 6200	Redevelop Pass Through Admin / Buildings and Improve of
J22M0118	DBMC INC	2,960.00	2,960.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
J22M0119	DBMC INC	14,660.00	14,660.00	2567150851 6200	Facilities / Buildings and Improve of Build
J22M0120	ENKO SYSTEMS INC	2,202.44	2,202.44	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
J22M0121	LOWES HIW INC	457.61	457.61	2567122859 6100	Facilities Improvement Pac Dr / Sites and Site
J22M0122	ARCHITECTURE 9 PLLLP	6,500.00	6,500.00	2567118859 5805	Facilities Improvement Laguna / Consultants
J22M0123	A 1 FENCE COMPANY	102.06	102.06	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
J22R0189	COMPLETE BUSINESS SYSTEMS	475.00	475.00	0130426109 4310	Site Discr Instruction Rolling / Materials and Supplies Inst
J22R0190	APPLE COMPUTER INC	24,415.20	24,415.20	0130422109 4310	Site Discr Instr Pacific Drive / Materials and Supplies Inst
J22R0191	PEARSON ASSESSMENT INC	11,743.20	11,743.20	0111555103 4310	Gifted and Talented Education / Materials and Supplies
J22R0192	ZARAGOZA, RACHEL	764.33	764.33	0130420139 4310	Science Nicolas / Materials and Supplies Instr
J22R0193	BEECHWOOD SCHOOL PTA	248.80	248.80	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
J22R0194	TAVERA, DANIELLE	142.50	142.50	0181213101 4310	Instr Mat Lottery Fern Instruc / Materials and Supplies Inst
J22R0195	LAO, JENEL K.E.	3,500.00	3,500.00	0130252101 5805	Resp to Interv Instr District / Consultants
J22R0196	AEROMARK	15.39	15.39	0121252211 4350	Title I District Instr Adm / Materials and Supplies Office
J22R0197	RUIZ, FRANCES	55.62	55.62	0125554321 4310	LEA Medi Cal Reimb Psych / Materials and Supplies Instr
J22R0198	WESTERN PSYCHOLOGICAL SERVICES	424.80	424.80	0125354321 4315	SpEd Section619 Psychological / Materials Test Kits
J22R0199	AMERICAN OCCUPATIONAL THERAPY	115.64	115.64	0125554391 4310	LEA Medi Cal Reimb Autism OT / Materials and Supplies
J22R0200	AMAZON.COM	38.47	38.47	0151354341 4350	Health Services / Materials and Supplies Office
J22R0201	HYUN, TRICIA	225.00	225.00	0111923101 4310	Phelps Grant Parks / Materials and Supplies Instr
J22R0202	PEARSON ASSESSMENT INC	325.68	325.68	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 09/29/2015**

FROM 08/21/2015 TO 09/10/2015

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J22R0203	CURRICULUM ASSOCIATES LLC	566.80	566.80	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
J22R0204	BYUN, CHRISTINE	134.98	134.98	0130417109 4310	Site Discr Instruction Ladera / Materials and Supplies Instr
J22R0205	COSGROVE, MARILEE	107.96	107.96	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
J22R0206	FIRST EVANGELICAL FREE CHURCH	250.00	250.00	0152151749 5630	Personnel Serv Certificated DC / Rents and Leases
J22R0207	GIRE, LORRAINE	66.00	66.00	0181211101 4310	Instr Mat Lottery Beechwood In / Materials and Supplies
J22R0208	THINKWRITE TECHNOLOGIES LLC	663.57	221.19	0108613109 4310	Transitional Kinder Instr Fern / Materials and Supplies Inst
			221.19	0108621109 4310	Trans Kinder Inst Orangethorpe / Materials and Supplies
			221.19	0108622109 4310	Transitional KinderInstr PacDr / Materials and Supplies Inst
J22R0209	NATIONAL JUNIOR HONOR SOCIETY	385.00	385.00	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr
J22R0210	EBSCO	1,215.00	1,215.00	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr
J22R0211	OCEAN INSTITUTE	1,200.00	1,200.00	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
J22R0212	PAR INC	236.00	236.00	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
J22R0213	LA HABRA HIGH SCHOOL	555.00	555.00	0111610101 5850	Donation Instr Acacia / Admission Fees
J22R0214	RENAISSANCE LEARNING INC	3,486.50	3,486.50	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
J22R0215	AMAZON.COM	306.59	306.59	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
J22R0216	J TAYLOR EDUCATION	524.40	524.40	0111555103 4310	Gifted and Talented Education / Materials and Supplies
J22R0217	SCHOOL SPECIALTY	26.44	26.44	0130252221 4350	Resp to Interv Staff Dev Discr / Materials and Supplies Offi
J22R0218	MARSH MEDIA	188.69	188.69	0125554341 4310	LEA Medi Cal Reimb Health Svcs / Materials and Supplies
J22R0219	CONSORTIUM ON REACHING EXCELLE	916.56	916.56	0121252101 4310	Title I District Instruction / Materials and Supplies Instr
J22R0220	BRUNEAU, LAURIE	144.88	144.88	8152451741 4363	Property and Liability / Materials and Supplies Repairs
J22R0221	FULLERTON, CITY OF	60.00	60.00	8152451741 5899	Property and Liability / Other Expenses
J22R0222	NEW MANAGEMENT INC	1,243.00	1,243.00	8152451741 4310	Property and Liability / Materials and Supplies Instr
J22R0223	MUSIC THEATRE INTERNATIONAL	81.00	81.00	0111611141 4310	IB Beechwood / Materials and Supplies Instr
J22R0224	ULINE	427.68	246.24	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
			90.72	0130217101 4310	Resp to Interv Instr Ladera / Materials and Supplies Instr



**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
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<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J22R0224	*** CONTINUED ***				
			90.72	0130417109 4310	Site Discr Instruction Ladera / Materials and Supplies Instr
J22R0225	MARSH MEDIA	188.69	188.69	0125554341 4310	LEA Medi Cal Reimb Health Svcs / Materials and Supplies
J22R0226	WESTERN PSYCHOLOGICAL SERVICES	1,963.52	1,963.52	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
J22R0227	BEYOND PLAY LLC	314.36	314.36	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
J22R0228	DESAI, SHITAL	314.11	314.11	0130420139 4310	Science Nicolas / Materials and Supplies Instr
J22R0229	SUPER DUPER PUBLICATIONS	294.49	294.49	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
J22R0230	VETROVEC, STACY	109.29	109.29	0130420109 4310	Site Discr Instruction Nicolas / Materials and Supplies Inst
J22R0231	AEROMARK	129.60	129.60	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
J22R0232	LAKESHORE LEARNING	93.14	93.14	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
J22R0233	BERGERON, SUE	43.13	43.13	0130411109 4310	Site Discr Instruction Beechwd / Materials and Supplies
J22R0234	AMAZON.COM	351.00	351.00	0150855359 6410	District Testing / New Equip Less Than \$10,000
J22R0235	BRISTOW, DEBORAH	209.94	209.94	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
J22R0236	SOCIAL THINKING	61.36	61.36	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits
J22R0237	BERGERON, SUE	200.00	200.00	0181211101 4310	Instr Mat Lottery Beechwood In / Materials and Supplies
J22R0238	SUPER DUPER PUBLICATIONS	483.00	483.00	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
J22R0239	ILLUMINATE EDUCATION	71,308.00	71,308.00	0150855109 4310	District Testing Instruction / Materials and Supplies Instr
J22R0240	SCOOTPAD CORPORATION	99.00	99.00	0130427109 4310	Site Discr Instr Sunset Lane / Materials and Supplies Instr
J22R0241	CONTINENTAL MATHEMATICS	85.00	85.00	0130216101 4310	Resp to Interv Instr Hermosa / Materials and Supplies Instr
J22R0242	AEROMARK	13.77	13.77	0142054201 4350	Special Ed Administration / Materials and Supplies Office
J22R0243	MORTENSEN, JENNIFER	407.62	407.62	0111628107 4310	Cotsen Fntn Instruction VP / Materials and Supplies Instr
J22R0244	BOEHM, CAROLINE	407.62	407.62	0111628107 4310	Cotsen Fntn Instruction VP / Materials and Supplies Instr
J22R0245	TAVERA, DANIELLE	109.84	109.84	0181213101 4310	Instr Mat Lottery Fern Instruc / Materials and Supplies Inst
J22R0246	BRANDON, JULIE	769.82	769.82	0130213101 4310	Resp to Interv Instr Fern Dr / Materials and Supplies Instr

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 09/29/2015**

FROM 08/21/2015 TO 09/10/2015

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J22R0247	FELIX, HELEN	194.39	194.39	0130417109 4310	Site Discr Instruction Ladera / Materials and Supplies Instr
J22R0248	ALDRIDGE, SYLVIA	127.00	127.00	0181213101 4310	Instr Mat Lottery Fern Instruc / Materials and Supplies Inst
J22R0249	GOV CONNECTION	59.40	59.40	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
J22R0250	LICONA, SHALIMAR	100.46	100.46	0122425101 4310	Title III Limited Engl Richman / Materials and Supplies
J22R0251	PRO ED	641.92	641.92	0113054101 4315	Resource Specialist Program / Materials Test Kits Protocols
J22R0252	LEE, JULIENNE	377.95	377.95	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
J22R0253	LOMELI, ANITA	152.46	152.46	0130412109 4310	Site Discr Instr Commonwealth / Materials and Supplies
J22R0254	ENCORE RENTALS LLC	1,500.00	1,500.00	0130417119 4310	Performing Arts Ladera Vista / Materials and Supplies Instr
J22R0255	IC GROUP - CALIFORNIA	118.80	118.80	0130228101 4310	Resp to Interv Instr Valencia / Materials and Supplies Instr
J22R0256	RENAISSANCE LEARNING INC	5,608.90	5,608.90	0110313109 4310	Reimburse Fern Disc / Materials and Supplies Instr
J22R0257	HERITAGE MUSEUM OF ORANGE COUN	960.00	960.00	0109411102 5850	Foundation Instr Beechwood / Admission Fees
J22R0258	K WEST PRINTING	2,669.65	2,669.65	0140155239 5860	Curriculum Development Discret / Printing Outside Vendor
J22R0259	NATIONAL JUNIOR HONOR SOCIETY	385.00	385.00	0130411109 4310	Site Discr Instruction Beechwd / Materials and Supplies
J22R0260	RENAISSANCE LEARNING INC	6,126.50	6,126.50	0181230101 4310	Instr Mat Lottery Fisler Instr / Materials and Supplies Inst
J22R0261	ADVANCED IMAGING	1,399.68	1,399.68	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
J22R0262	NATIONAL JUNIOR HONOR SOCIETY	385.00	385.00	0130430109 4310	Site Discr Instruction Fisler / Materials and Supplies Instr
J22R0263	ESCHNER, LAURALYN	230.53	230.53	0130213101 4310	Resp to Interv Instr Fern Dr / Materials and Supplies Instr
J22R0264	YOUNG ELECTRIC SIGN COMPANY	435.00	435.00	0130419109 4310	Site Discr Instruction Maple / Materials and Supplies Instr
J22R0265	WISE, TEPMORA	19.25	19.25	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
J22R0266	BENAVIDES, JANA	185.15	185.15	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
J22R0267	CALVO-NITE, ANDREA	42.09	42.09	0130417109 4310	Site Discr Instruction Ladera / Materials and Supplies Instr
J22R0268	BARCELONA, MARLON	70.00	70.00	0130417109 4310	Site Discr Instruction Ladera / Materials and Supplies Instr
J22R0269	PEPIN, MELISSA	122.31	122.31	0108624109 4310	Transitional Kinder Instr Raym / Materials and Supplies
J22R0270	RUSIEWSKI, MICHELE	116.52	116.52	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst

**FULLERTON ELEMENTARY  
PURCHASE ORDER DETAIL REPORT  
BOARD OF TRUSTEES MEETING 09/29/2015**

FROM 08/21/2015 TO 09/10/2015

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J22R0271	VILLA, KAITLYN	54.00	54.00	0111615101 4310	Donation Instruct Golden Hill / Materials and Supplies Instr
J22R0272	FIRST EVANGELICAL FREE CHURCH	518.40	518.40	0152657719 4350	Superintendent Discret / Materials and Supplies Office
J22R0273	KOZMA, ANN	107.61	107.61	0152657719 4350	Superintendent Discret / Materials and Supplies Office
J22R0274	AMTRAK GROUP SALES	1,625.00	1,625.00	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
J22R0275	MISSION SAN JUAN CAPISTRANO	1,209.60	1,209.60	0111630101 5850	Donation Discretionary Fisler / Admission Fees
J22R0276	RILEY'S FARM	2,100.00	2,100.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees
J22R0277	LAKESHORE LEARNING	51.64	51.64	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
J22R0278	SUPER DUPER PUBLICATIONS	65.72	65.72	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
J22R0279	PORTLAND CHILDREN'S MUSEUM	3,769.00	3,769.00	1208255821 5805	Child Devel Operations Central / Consultants
J22S0005	ROCKWELL MEDICAL SUPPLY INC	249.80	249.80	0100000000 9320	Unrestricted / Stores
J22S0006	CONTRACT PAPER GROUP INC	21,482.50	21,482.50	0100000000 9320	Unrestricted / Stores
J22V0045	CULVER NEWLIN INC	1,384.61	1,384.61	0153750799 6450	Business Administration DC / Repl Equip Less Than
J22V0046	APPLE COMPUTER INC	2,733.84	144.00	0130213101 4310	Resp to Interv Instr Fern Dr / Materials and Supplies Instr
			1,294.92	0130213101 6410	Resp to Interv Instr Fern Dr / New Equip Less Than
			1,294.92	0130413101 6410	SBCP Instr Fern Drive / New Equip Less Than \$10,000
J22V0047	SJ CREATIONS INC	3,364.80	3,364.80	0130422109 6410	Site Discr Instr Pacific Drive / New Equip Less Than
J22V0048	CDW.G	59,645.60	14,695.60	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
			44,950.00	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
J22V0049	APPLE COMPUTER INC	2,757.32	2,757.32	0153050799 6450	Business Administration DC / Repl Equip Less Than
J22V0050	CALIFORNIA MARQUEE	12,276.32	2,120.00	0110322109 5640	Reimburse Pacific Drive Disc / Repairs by Vendors
			10,156.32	0110322109 6450	Reimburse Pacific Drive Disc / Repl Equip Less Than
J22V0051	CUSTOM LINE	2,980.80	2,980.80	1208255101 6410	Child Developmnt Instr Central / New Equip Less Than
J22V0052	APPLE COMPUTER INC	77,523.30	71,766.00	0140955109 6410	Information Systems Serv Instr / New Equip Less Than
			5,757.30	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
J22V0053	APPLE COMPUTER INC	2,057.84	2,057.84	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 09/29/2015**

FROM 08/21/2015 TO 09/10/2015

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J22V0054	APPLE COMPUTER INC	2,057.84	8.00	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
			2,049.84	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
J22V0055	APPLE COMPUTER INC	1,028.92	4.00	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
			1,024.92	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
J22V0056	APPLE COMPUTER INC	628.32	628.32	8152451741 6410	Property and Liability / New Equip Less Than \$10,000
J22V0057	APPLE COMPUTER INC	1,560.96	1,560.96	0130426109 6410	Site Discr Instruction Rolling / New Equip Less Than
J22V0058	ERGOTECH CONTROLS INC	674.78	79.00	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
			595.78	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
J22X0276	PEPPER MUSIC, J W	600.00	600.00	0111611131 4310	Band Beechwood / Materials and Supplies Instr
J22X0277	BARNUM, ERIN MICHELLE	34,344.00	34,344.00	0140155239 5805	Curriculum Development Discret / Consultants
J22X0278	SMART AND FINAL STORES CORPORA	300.00	300.00	0130420209 4310	STEM Nicolas / Materials and Supplies Instr
J22X0279	HOME DEPOT, THE	300.00	300.00	0130420209 4310	STEM Nicolas / Materials and Supplies Instr
J22X0280	ALBERTSON'S LLC	200.00	200.00	0150855359 4350	District Testing / Materials and Supplies Office
J22X0281	BEST BEST AND KRIEGER LLP	20,000.00	20,000.00	0142054201 5825	Special Ed Administration / Legal Assistance
J22X0282	PEPPER MUSIC, J W	1,000.00	1,000.00	0130417149 4310	Vocal Music Ladera Vista / Materials and Supplies Instr
J22X0283	HOME DEPOT, THE	2,000.00	2,000.00	0111630101 4310	Donation Discretionary Fidler / Materials and Supplies Instr
J22X0284	COSTCO WHOLESALE	700.00	700.00	0111630101 4310	Donation Discretionary Fidler / Materials and Supplies Instr
J22X0286	MUCKENTHALER CULTURAL	5,000.00	5,000.00	0152657719 4350	Superintendent Discret / Materials and Supplies Office
J22X0287	WITT, SYLVIA	5,000.00	5,000.00	0171054101 5805	Outside Services NPA NPS / Consultants
J22X0288	CAREERSTAFF UNLIMITED INC	15,000.00	15,000.00	0171054101 5866	Outside Services NPA NPS / Nonpublic Agency Services
J22X0289	CORNERSTONE THERAPIES	10,000.00	10,000.00	0171054101 5866	Outside Services NPA NPS / Nonpublic Agency Services
J22X0290	UNIVERSITY OF OREGON	5,400.00	5,400.00	0139155101 4310	Positive Behavior Interv Instr / Materials and Supplies Inst
J22X0291	COSTCO WHOLESALE	1,000.00	1,000.00	0152657719 4350	Superintendent Discret / Materials and Supplies Office
J22X0292	VALANTINE, LAUREN HILLARY	12,520.00	12,520.00	1208255821 5805	Child Devel Operations Central / Consultants
J22Y0048	NAPA AUTO PARTS	500.00	500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies

**FULLERTON ELEMENTARY  
PURCHASE ORDER DETAIL REPORT  
BOARD OF TRUSTEES MEETING 09/29/2015**

**FROM 08/21/2015 TO 09/10/2015**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J22Y0049	AIS SPECIALTY PRODUCTS INC	1,000.00	1,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
	Fund 01 Total:	588,790.40			
	Fund 12 Total:	20,162.91			
	Fund 14 Total:	10,097.94			
	Fund 25 Total:	32,913.91			
	Fund 40 Total:	8,930.00			
	Fund 81 Total:	2,076.20			
	Total Amount of Purchase Orders:	662,971.36			

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS**  
**BOARD OF TRUSTEES**                      **09/29/2015**

FROM 08/21/2015 TO 09/10/2015

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J22D0056	TIME FOR KIDS MAGAZINE	529.85	+161.90	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies Inst
J22M0005	BETAFENCE USA LLC	25,340.50	-26,026.50	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
			+25,340.50	2567122859 6100	Facilities Improvement Pac Dr / Sites and Site Improvements
J22M0021	EXECUTIVE MOVING SYSTEMS INC	5,365.85	+365.85	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
J22M0031	COALITION ADEQUATE SCHOOL HOUS	875.00	+42.00	0153353819 5310	Plant Maintenance DC / Dues and Memberships
J22M0100	GRAINGER INC, WW	706.77	+104.62	4064650851 6200	Redevelop Pass Through Admin / Buildings and Improve of
J22R0164	APRON WAREHOUSE	3,215.40	+1,046.80	8152451741 4363	Property and Liability / Materials and Supplies Repairs
J22R0175	DICK BLICK ART MATERIALS	219.00	-0.17	0131655109 4310	Visual Performing Arts Instruc / Materials and Supplies Inst
J22X0079	MOMENTUM IN TEACHING LLC	85,000.00	+4,000.00	0130252101 5805	Resp to Interv Instr District / Consultants
J22X0123	RICOH USA INC	19,060.00	+1,096.00	0151955769 5800	Copy Center Discretionary / Other Contracted Services
J22X0141	BEHAVIORAL HEALTH WORKS INC	111,500.00	+91,500.00	0142054201 5828	Special Ed Administration / Special Education Settlements
	<b>Fund 01 Total:</b>		<b>71,139.08</b>		
	<b>Fund 25 Total:</b>		<b>25,340.50</b>		
	<b>Fund 40 Total:</b>		<b>104.62</b>		
	<b>Fund 81 Total:</b>		<b>1,046.80</b>		
	<b>Total Amount of Change Orders:</b>		<b>97,631.00</b>		

**FULLERTON ELEMENTARY**

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

**BOARD OF TRUSTEES**

**09/29/2015**

**FROM 08/21/2015 TO 09/10/2015**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J22M0040	TEAM INSPECTIONS	4,000.00	4,000.00	1453350859 5805	Deferred Maint Facilities / Consultants
	<b>Fund 14 Total:</b>	<b>4,000.00</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>4,000.00</b>			

**Addendum to:**

Purchase Order Detail Report  
Board of Trustees Meeting 09/29/2015

Purchase order number **J22X0285** did not appear on the Detail Report. It was canceled, but it does not appear on the Board report because it had no monetary value.

Debbie Hjorth, Buyer  
Purchasing Services



CONSENT ITEM

**DATE:** September 29, 2015  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**PREPARED BY:** Kenyatta Turner, Director, Nutrition Services  
**SUBJECT:** APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS  
NUMBERED 180135 THROUGH 180224 FOR THE 2015/2016 SCHOOL  
YEAR

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated August 21, 2015 through September 10, 2015, contains purchase orders numbered 180135 through 180224 for the 2015/2016 school year totaling \$267,850.94.

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

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

Funding: Nutrition Services Fund (13).

Recommendation: Approve/Ratify Nutrition Services purchase orders numbered 180135 through 180224 for the 2015/2016 school year.

SH:KT:ai  
Attachment

Schedule of Open / Out of Date Sequence/ Processed Food  
Commodity  
Purchase Order Report  
08-21-15 through 09-10-15

Date	Vendor	PO Number	Category	Amount
	<b>Open Purchase Orders</b>			
	<b>Amount Not To Exceed</b>			
8/27/2015	Hollandia Dairy	180167	Dairy Products	6,000.00
8/27/2015	Hollandia Dairy	180168	Dairy Products	6,000.00
8/27/2015	Hollandia Dairy	180169	Dairy Products	6,000.00
8/27/2015	Hollandia Dairy	180170	Dairy Products	6,000.00
8/27/2015	Hollandia Dairy	180171	Dairy Products	6,000.00
8/27/2015	Hollandia Dairy	180172	Dairy Products	6,000.00
8/27/2015	Hollandia Dairy	180173	Dairy Products	6,000.00
8/27/2015	Hollandia Dairy	180174	Dairy Products	6,000.00
8/27/2015	Hollandia Dairy	180175	Dairy Products	6,000.00
8/27/2015	Hollandia Dairy	180176	Dairy Products	6,000.00
8/27/2015	Hollandia Dairy	180177	Dairy Products	6,000.00
8/27/2015	Hollandia Dairy	180178	Dairy Products	6,000.00
8/27/2015	Hollandia Dairy	180179	Dairy Products	6,000.00
8/27/2015	Hollandia Dairy	180180	Dairy Products	6,000.00
8/27/2015	Hollandia Dairy	180181	Dairy Products	6,000.00
8/27/2015	Hollandia Dairy	180182	Dairy Products	6,000.00
8/27/2015	Hollandia Dairy	180183	Dairy Products	6,000.00
	TOTAL OPEN PURCHASE ORDERS			102,000.00
	<b>Processed Food &amp; Commodity P.O.'s</b>			
	<b>NONE</b>			
	Total OPEN Purchase Orders (from this page & page 2 )			\$ 138,000.00
	Total Purchase Orders Out of Date Sequence			-
	Total Processed Food & Commodity P.O.'s			-
	Total Purchase Orders from Purchase Order Detail Report			129,850.94
	<b>TOTAL PURCHASE ORDERS</b>			<b>\$ 267,850.94</b>

Schedule of Open / Out of Date Sequence/ Processed Food  
 Commodity  
 Purchase Order Report  
 08-21-15 through 09-10-15

Date	Vendor	PO Number	Category	Amount
<b>Open Purchase Orders</b>				
<b>Amount Not To Exceed</b>				
8/27/2015	Hollandia Dairy	180184	Dairy Products	6,000.00
8/27/2015	Hollandia Dairy	180185	Dairy Products	6,000.00
8/27/2015	Hollandia Dairy	180186	Dairy Products	6,000.00
8/27/2015	Hollandia Dairy	180187	Dairy Products	6,000.00
8/27/2015	Hollandia Dairy	180188	Dairy Products	6,000.00
8/27/2015	Hollandia Dairy	180189	Dairy Products	6,000.00
<b>TOTAL OPEN PURCHASE ORDERS (Page 2)</b>				<b>\$ 36,000.00</b>

# Purchase Orders - Detail

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## Fullerton School District

Show all data where the Order Date is between 8/21/2015 and 9/10/2015

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
<b>Hubert Company</b>	<b>180224</b>	<b>9/9/2015</b>	<b>9/14/2015</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	ea	1	Redco Instaslice 40047	\$359.0000	\$359.00		
3	ea	2	Vegetable Dicer 84361	\$28.9900	\$86.97		
3	ea	3	Veggie Dicer 24364	\$27.5900	\$82.77		
12	ea	4	Safety Knife 38116	\$5.0000	\$60.00		
24	ea	5	solid spoon 99980	\$5.0000	\$120.00		
1	ea	6	digital portion scale 90746	\$199.0000	\$199.00		
5	ea	7	wet floor safety cone 17126	\$10.0000	\$50.00		
12	ea	8	thermometer 49663	\$12.6900	\$152.28		
36	ea	9	flat tong 37278	\$1.3900	\$50.04		
4	ea	10	aluminum sheet pan dolly 53290	\$244.0000	\$976.00		
12	ea	11	spoon 64208 clear	\$1.8900	\$22.68		
12	ea	12	spoon 64208 black	\$1.8900	\$22.68		
6	ea	13	spoon 43177 clear	\$1.8900	\$11.34		
6	ea	14	spoon 43177 black	\$1.8900	\$11.34		
12	ea	15	tong 62869 clear	\$1.1900	\$14.28		
12	ea	16	tong 44421 clear	\$1.9900	\$23.88		
					<b>Sales Tax:</b>	\$0.00	
					<b>P.O. Total:</b>	\$2,242.26	
					<b>Vendor Total:</b>	\$2,242.26	
<b>Le Chef Bakery</b>	<b>180164</b>	<b>8/26/2015</b>	<b>9/1/2015</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
3	ea	1	Plain Cheesecake 16 cut	\$21.5200	\$64.56		
					<b>Sales Tax:</b>	\$0.00	
					<b>P.O. Total:</b>	\$64.56	
<b>Le Chef Bakery</b>	<b>180165</b>	<b>8/26/2015</b>	<b>9/1/2015</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
17	case	10001	Bagel, Assrtd #BBGASST-PBC-12-SLICE-TS 12/4oz./cs	\$7.4300	\$126.31		
17	case	10004	Muffin, Assrtd #MUBASST-M-TC-16TS 16/2.5oz/case	\$10.0700	\$171.19		
17	case	10002	Danish, Twist Assrd #DAB001-12TS (Medium) 12/case	\$7.6700	\$130.39		
					<b>Sales Tax:</b>	\$0.00	
					<b>P.O. Total:</b>	\$427.89	
<b>Le Chef Bakery</b>	<b>180205</b>	<b>9/3/2015</b>	<b>9/4/2015</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	ea	1	Plain Cheesecake 16 cut	\$21.5200	\$21.52		
2	ea	2	Mini Chocolate Eclaires	\$25.2000	\$50.40		
3	ea	3	Mini Regular Creampuffs	\$21.0000	\$63.00		
					<b>Sales Tax:</b>	\$0.00	
					<b>P.O. Total:</b>	\$134.92	
					<b>Vendor Total:</b>	\$627.37	
<b>G. A. Systems, Inc.</b>	<b>180149</b>	<b>8/26/2015</b>	<b>8/26/2015</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	ea	1	Heating Element HD 900W 5-32-105-165	\$52.1700	\$52.17		
1	ea	2	Shipping / Handling	\$11.9800	\$11.98		
					<b>Sales Tax:</b>	\$4.17	
					<b>P.O. Total:</b>	\$68.32	

# Purchase Orders - Detail

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## Fullerton School District

Show all data where the Order Date is between 8/21/2015 and 9/10/2015

Vendor Name PO No. P.O. Date Date Needed Revised Needed Date Account No. Use Vendor Numbers

Vendor Total: \$68.32

Gold Star Foods Inc.

180142 8/21/2015 8/27/2015

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
2	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670	\$4.2700	\$8.54
2	case	11077	Juice, Apple Welch's 24/11.5oz./case GS#202446	\$19.7500	\$39.50
2	case	11085	Juice, Grape Welch's 24/11.5oz./case GS#202444	\$16.3400	\$32.68
2	case	11103	Juice,Sprklng,AcaiBerryGS#202565 24 Ct. Envy	\$14.2500	\$28.50
2	case	11105	Juice,Spkng,Fuji Apple GS#202567, Envy 24ct/case	\$14.2500	\$28.50
1	case	7602	Cookie, Chocolate Chip GS#134790 130/case	\$44.2000	\$44.20

Sales Tax: \$0.00

P.O. Total: \$181.92

Gold Star Foods Inc.

180143 8/21/2015 8/27/2015

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
8	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670	\$4.2700	\$34.16
5	case	11077	Juice, Apple Welch's 24/11.5oz./case GS#202446	\$19.7500	\$98.75
4	case	11085	Juice, Grape Welch's 24/11.5oz./case GS#202444	\$16.3400	\$65.36
8	case	11103	Juice,Sprklng,AcaiBerryGS#202565 24 Ct. Envy	\$14.2500	\$114.00
2	case	8133	Chips,Doritos RF Cool Ranch GS#200724 72 Ct.	\$19.9400	\$39.88
1	case	8254	Chips,RF NachoCheese Doritos GS#200720 72/1oz.	\$19.9400	\$19.94
3	case	8255	Chips,RF SpicySwtChili Doritos GS#202527 72/case	\$19.9400	\$59.82

Sales Tax: \$0.00

P.O. Total: \$431.91

Gold Star Foods Inc.

180144 8/21/2015 8/27/2015

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
20	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670	\$4.2700	\$85.40
10	case	11077	Juice, Apple Welch's 24/11.5oz./case GS#202446	\$19.7500	\$197.50
10	case	11085	Juice, Grape Welch's 24/11.5oz./case GS#202444	\$16.3400	\$163.40
10	case	11103	Juice,Sprklng,AcaiBerryGS#202565 24 Ct. Envy	\$14.2500	\$142.50
4	case	8133	Chips,Doritos RF Cool Ranch GS#200724 72 Ct.	\$19.9400	\$79.76
2	case	8254	Chips,RF NachoCheese Doritos GS#200720 72/1oz.	\$19.9400	\$39.88
5	case	8255	Chips,RF SpicySwtChili Doritos GS#202527 72/case	\$19.9400	\$99.70
1	case	8256	Crisps, Popped, HoneyBBQ GS#203329 60/case	\$14.8900	\$14.89
1	case	8257	Crisps, Popped,SourCrmOnions GS#203328 60/case	\$14.8900	\$14.89
10	Case	8259	Chips, Flamin' HotPuffs Cheetos GS#203210 72 ct.	\$19.9400	\$199.40

Sales Tax: \$0.00

P.O. Total: \$1,037.32

Gold Star Foods Inc.

180145 8/21/2015 8/27/2015

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
8	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670	\$4.2700	\$34.16
5	case	11077	Juice, Apple Welch's 24/11.5oz./case GS#202446	\$19.7500	\$98.75
2	case	11085	Juice, Grape Welch's 24/11.5oz./case GS#202444	\$16.3400	\$32.68
5	case	11103	Juice,Sprklng,AcaiBerryGS#202565 24 Ct. Envy	\$14.2500	\$71.25
5	case	11105	Juice,Spkng,Fuji Apple GS#202567, Envy 24ct/case	\$14.2500	\$71.25
2	case	7602	Cookie, Chocolate Chip GS#134790 130/case	\$44.2000	\$88.40
2	case	8254	Chips,RF NachoCheese Doritos GS#200720 72/1oz.	\$19.9400	\$39.88

Sales Tax: \$0.00

P.O. Total: \$436.37

Gold Star Foods Inc.

180146 8/21/2015 8/27/2015

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
15	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670	\$4.2700	\$64.05

# Purchase Orders - Detail

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
<b>Gold Star Foods Inc.</b>	<b>180146</b>	<b>8/21/2015</b>	<b>8/27/2015</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
6	case	11077	Juice, Apple Welch's 24/11.5oz./case GS#202446	\$19.7500	\$118.50	
6	case	11085	Juice, Grape Welch's 24/11.5oz./case GS#202444	\$16.3400	\$98.04	
6	case	11103	Juice,Sprklng,AcaiBerryGS#202565 24 Ct. Envy	\$14.2500	\$85.50	
12	case	11105	Juice,Sprklng,Fuji Apple GS#202567, Envy 24ct/case	\$14.2500	\$171.00	
1	case	7602	Cookie, Chocolate Chip GS#134790 130/case	\$44.2000	\$44.20	
2	case	8133	Chips,Doritos RF Cool Ranch GS#200724 72 Ct.	\$19.9400	\$39.88	
1	case	8254	Chips,RF NachoCheese Doritos GS#200720 72/1oz.	\$19.9400	\$19.94	
8	case	8255	Chips,RF SpicySwtChili Doritos GS#202527 72/case	\$19.9400	\$159.52	
4	Case	8259	Chips, Flamin' HotPuffs Cheetos GS#203210 72 ct.	\$19.9400	\$79.76	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$880.39
<b>Gold Star Foods Inc.</b>	<b>180147</b>	<b>8/21/2015</b>	<b>8/21/2015</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
30	CS	1	Ketchup Packet, Single Serve, Heinz 1000/9GR	\$15.0600	\$451.80	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$451.80
<b>Gold Star Foods Inc.</b>	<b>180148</b>	<b>8/25/2015</b>	<b>8/28/2015</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
6	case	30309	Bagel, Strawberry&Cheese, GS#134813 72/2.43oz.	\$36.0200	\$216.12	
7	case	59801	Sandwich,Sunbter&GrpJelly,GS#113264,96csSW#11128W	\$72.7300	\$509.11	
6	cs	360029	Sndwch,WG FR Cheese GS#403427 72/3.21oz	\$31.0400	\$186.24	
36	case	55251	Chicken, Orange GS#403920 1/42# Chef's Corner	\$94.9200	\$3,417.12	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$4,328.59
<b>Gold Star Foods Inc.</b>	<b>180150</b>	<b>8/26/2015</b>	<b>8/28/2015</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
48	case	56061	Sandwich,TurkeyHam&Chse GS#401508 48/4.5 oz. Rs&Sh	\$34.4500	\$1,653.60	
42	case	380123	Dinner Meal, Pizza GS#403575/ 705 42/6oz.	\$35.6300	\$1,496.46	
42	case	380113	Dinner Meal, Energizer GS#203033 30ct	\$42.5800	\$1,788.36	
42	case	380114	Dinner Meal, Power, GS#203032 30 ct.	\$42.6000	\$1,789.20	
14	case	59802	Sandwich,Sunbter&grpJelly,GS#113264,96csSW#11128W	\$72.7300	\$1,018.22	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$7,745.84
<b>Gold Star Foods Inc.</b>	<b>180151</b>	<b>8/26/2015</b>	<b>9/4/2015</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
43	case	380118	Dinner Meal,Chse & Veg Plate, GS#305422 30 ct.	\$54.9500	\$2,362.85	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$2,362.85
<b>Gold Star Foods Inc.</b>	<b>180152</b>	<b>8/26/2015</b>	<b>9/8/2015</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
43	case	380125	Dinner Meal,Pesto Chckn Sndwch GS#305419 30ct.	\$54.9500	\$2,362.85	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$2,362.85
<b>Gold Star Foods Inc.</b>	<b>180153</b>	<b>8/26/2015</b>	<b>9/4/2015</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
40	case	3072	Cereal, Granola Lowfat Mal-O-Meal 4/50oz.	\$33.5200	\$1,340.80	
16	case	7011	Cracker,Wheat Basics,GS#203356/37401 100/1.6oz	\$30.3100	\$484.96	
40	case	55057	Chicken Patty Hot&Spicy WG Tyson,144/cs, GS#401769	\$43.7700	\$1,750.80	
30	case	11013	Oranges,Mandarin,GS#202176/64040 6/10#	\$34.1100	\$1,023.30	

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Vendor Name		PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.		180153	8/26/2015	9/4/2015			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$4,599.86
Gold Star Foods Inc.		180155	8/26/2015	9/4/2015			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
43	case	380113	Dinner Meal, Energizer GS#203033 30ct	\$48.0400	\$2,065.72		
86	case	380114	Dinner Meal, Power, GS#203032 30 ct.	\$54.4900	\$4,686.14		
64	case	380123	Dinner Meal, Pizza GS#403575/ 705 42/6oz.	\$35.6300	\$2,280.32		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$9,032.18
Gold Star Foods Inc.		180156	8/26/2015	9/11/2015			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
43	case	380127	Dinner Meal,Hummus Plate GS#305417 30ct.	\$48.0000	\$2,064.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$2,064.00
Gold Star Foods Inc.		180157	8/26/2015	9/14/2015			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
43	case	380112	Dinner Meal, Asian Salad GS#303529 24 ct	\$42.0000	\$1,806.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$1,806.00
Gold Star Foods Inc.		180158	8/26/2015	9/21/2015			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
43	case	380118	Dinner Meal,Chse & Veg Plate, GS#305422 30 ct.	\$44.2500	\$1,902.75		
43	case	380125	Dinner Meal,Pesto Chckn Sndwch GS#305419 30ct.	\$44.2500	\$1,902.75		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$3,805.50
Gold Star Foods Inc.		180159	8/26/2015	9/25/2015			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
43	case	380127	Dinner Meal,Hummus Plate GS#305417 30ct.	\$44.2500	\$1,902.75		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$1,902.75
Gold Star Foods Inc.		180160	8/26/2015	9/28/2015			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
43	case	380115	Dinner Meal, Chipotle Chx, GS#305424 30 ct.	\$42.0000	\$1,806.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$1,806.00
Gold Star Foods Inc.		180161	8/26/2015	9/11/2015			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
32	bag	5104	Rice, Brown, Parboiled, C&F #101934 Producers 25#	\$14.6100	\$467.52		
2	case	30055	Burger,Veggie,BlkBean GS#113253 12/4/2.9oz.	\$45.4500	\$90.90		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$558.42
Gold Star Foods Inc.		180163	8/26/2015	8/28/2015			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
5	cs	1	GS 134059 Bryy and Lemon Icee	\$35.1100	\$175.55		
5	cs	2	GS 134126 Happy Birthday Icee	\$36.2500	\$181.25		
5	cs	3	GS 200720 Dorito	\$19.9400	\$99.70		

# Purchase Orders - Detail

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
<b>Gold Star Foods Inc.</b>	<b>180163</b>	<b>8/26/2015</b>	<b>8/28/2015</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$456.50
<b>Gold Star Foods Inc.</b>	<b>180190</b>	<b>8/27/2015</b>	<b>9/1/2015</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
38	case	8264	Chips,Tortilla Round, La Tapatia 1.5oz/120ct#77011		\$29.4400	\$1,118.72
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$1,118.72
<b>Gold Star Foods Inc.</b>	<b>180191</b>	<b>8/27/2015</b>	<b>9/3/2015</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
6	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670		\$4.2700	\$25.62
4	case	11077	Juice, Apple Welch's 24/11.5oz./case GS#202446		\$19.7500	\$79.00
4	case	11085	Juice, Grape Welch's 24/11.5oz./case GS#202444		\$16.3400	\$65.36
4	case	202569	Sparkling Strawberry Kiwi 24/8.3oz		\$14.2500	\$57.00
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$226.98
<b>Gold Star Foods Inc.</b>	<b>180192</b>	<b>8/27/2015</b>	<b>9/3/2015</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
10	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670		\$4.2700	\$42.70
3	case	11077	Juice, Apple Welch's 24/11.5oz./case GS#202446		\$19.7500	\$59.25
2	case	11085	Juice, Grape Welch's 24/11.5oz./case GS#202444		\$16.3400	\$32.68
2	case	8133	Chips,Doritos RF Cool Ranch GS#200724 72 Ct.		\$19.9400	\$39.88
5	case	8255	Chips,RF SpicySwtChili Doritos GS#202527 72/case		\$19.9400	\$99.70
2	case	8256	Crisps, Popped, HoneyBBQ GS#203329 60/case		\$14.8900	\$29.78
2	case	8257	Crisps, Popped,SourCrmOnions GS#203328 60/case		\$14.8900	\$29.78
4	case	202569	Sparkling Stwarberry Kiwi, 24/8.3oz		\$14.2500	\$57.00
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$390.77
<b>Gold Star Foods Inc.</b>	<b>180193</b>	<b>8/27/2015</b>	<b>9/3/2015</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
40	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670		\$4.2700	\$170.80
15	case	11077	Juice, Apple Welch's 24/11.5oz./case GS#202446		\$19.7500	\$296.25
2	case	8133	Chips,Doritos RF Cool Ranch GS#200724 72 Ct.		\$19.9400	\$39.88
2	case	8254	Chips,RF NachoCheese Doritos GS#200720 72/1oz.		\$19.9400	\$39.88
6	case	8255	Chips,RF SpicySwtChili Doritos GS#202527 72/case		\$19.9400	\$119.64
12	Case	8259	Chips, Flamin' HotPuffs Cheetos GS#203210 72 ct.		\$19.9400	\$239.28
15	case	202569	Sparkling Strawberry Kiwi 24/8.3oz		\$14.2500	\$213.75
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$1,119.48
<b>Gold Star Foods Inc.</b>	<b>180194</b>	<b>8/27/2015</b>	<b>9/3/2015</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
8	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670		\$4.2700	\$34.16
6	case	11077	Juice, Apple Welch's 24/11.5oz./case GS#202446		\$19.7500	\$118.50
3	case	11085	Juice, Grape Welch's 24/11.5oz./case GS#202444		\$16.3400	\$49.02
2	case	7602	Cookie, Chocolate Chip GS#134790 130/case		\$44.2000	\$88.40
2	case	7603	Cookie, Dble Choc GS#138048 130/case		\$47.2700	\$94.54
4	case	8133	Chips,Doritos RF Cool Ranch GS#200724 72 Ct.		\$19.9400	\$79.76
4	case	8254	Chips,RF NachoCheese Doritos GS#200720 72/1oz.		\$19.9400	\$79.76
4	case	8255	Chips,RF SpicySwtChili Doritos GS#202527 72/case		\$19.9400	\$79.76
5	case	202569	Sparkling Strawberry Kiwi 24/8.3oz		\$14.2500	\$71.25



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Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
<b>Gold Star Foods Inc.</b>	<b>180194</b>	<b>8/27/2015</b>	<b>9/3/2015</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>
						<b>Sales Tax:</b> \$0.00
						<b>P.O. Total:</b> \$695.15
<b>Gold Star Foods Inc.</b>	<b>180195</b>	<b>8/27/2015</b>	<b>9/3/2015</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>
10	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670			\$4.2700 \$42.70
16	case	11077	Juice, Apple Welch's 24/11.5oz./case GS#202446			\$19.7500 \$316.00
14	case	11085	Juice, Grape Welch's 24/11.5oz./case GS#202444			\$16.3400 \$228.76
4	case	7602	Cookie, Chocolate Chip GS#134790 130/case			\$44.2000 \$176.80
3	case	8133	Chips,Doritos RF Cool Ranch GS#200724 72 Ct.			\$19.9400 \$59.82
3	case	8254	Chips,RF NachoCheese Doritos GS#200720 72/1oz.			\$19.9400 \$59.82
8	case	8255	Chips,RF SpicySwtChili Doritos GS#202527 72/case			\$19.9400 \$159.52
2	case	8256	Crisps, Popped, HoneyBBQ GS#203329 60/case			\$14.8900 \$29.78
4	Case	8259	Chips, Flamin' HotPuffs Cheetos GS#203210 72 ct.			\$19.9400 \$79.76
						<b>Sales Tax:</b> \$0.00
						<b>P.O. Total:</b> \$1,152.96
<b>Gold Star Foods Inc.</b>	<b>180201</b>	<b>9/1/2015</b>	<b>9/4/2015</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>
62	case	55019	Chicken Nugget, WG Tyson GS#401628 144ct			\$38.3700 \$2,378.94
50	case	4304	Sauce, BBQ, GS#201864, Heinz 100/1oz case			\$7.6500 \$382.50
8	case	40126	Potato,GS#401230 Fry, McCain#MCF03762 6/5#			\$15.8838 \$127.07
38	case	56115	Brownie,WG, GS#400042, 20thCent#772A20W 144/2oz			\$48.3711 \$1,838.10
51	case	56018	Turkey & Gravy,Jennie-O 4/7#/case, GS#400984			\$54.2675 \$2,767.64
7	case	20025	Potato Pearls, Basic American,6/3.5#, GS#400184			\$40.9929 \$286.95
37	case	998096	Roll,Dinner,WhiteWheat GS#100634 DoBake 120/case			\$23.5000 \$869.50
30	case	59046	Pizza,FrenchBrd, GS#403604 60/cs Ardellas			\$36.0300 \$1,080.90
25	case	55241	Chicken, Thai GS#403830 6/7.15# AsianFoodSol			\$95.0000 \$2,375.00
28	case	7682	Cookie,Choc Belly Bear,Whole Grm J&J 200's			\$34.6000 \$968.80
2	case	55251	Chicken, Orange GS#403920 1/42# Chef's Corner			\$94.9200 \$189.84
						<b>Sales Tax:</b> \$0.00
						<b>P.O. Total:</b> \$13,265.25
<b>Gold Star Foods Inc.</b>	<b>180202</b>	<b>9/1/2015</b>	<b>9/11/2015</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>
40	case	56115	Brownie,WG, GS#400042, 20thCent#772A20W 144/2oz			\$48.3711 \$1,934.84
37	case	998096	Roll,Dinner,WhiteWheat GS#100634 DoBake 120/case			\$21.5300 \$796.61
51	case	56507	Lasagna, Cheese GS#401876 110/4.15 oz.			\$40.1500 \$2,047.65
64	case	56034	Burrito, GS#403688,Beef & Salsa 80/cs Cabo Primo			\$55.1813 \$3,531.60
31	case	40126	Potato,GS#401230 Fry, McCain#MCF03762 6/5#			\$15.8842 \$492.41
78	cs	360029	Sndwch,WG FR Cheese GS#403427 72/3.21oz			\$31.0400 \$2,421.12
						<b>Sales Tax:</b> \$0.00
						<b>P.O. Total:</b> \$11,224.24
<b>Gold Star Foods Inc.</b>	<b>180203</b>	<b>9/1/2015</b>	<b>9/4/2015</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>
50	cs	1	Farm to Fresh Plums, 60-70SZ VF, 28lb			\$24.9500 \$1,247.50
						<b>Sales Tax:</b> \$0.00
						<b>P.O. Total:</b> \$1,247.50
<b>Gold Star Foods Inc.</b>	<b>180204</b>	<b>9/1/2015</b>	<b>9/18/2015</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>
77	case	57018	Cheeseburger,MiniTwinsGS#403467/ QCB455 72/4.55oz			\$46.4600 \$3,577.42
39	case	55019	Chicken Nugget, WG Tyson GS#401628 144ct			\$38.3700 \$1,496.43
50	case	4304	Sauce, BBQ, GS#201864, Heinz 100/1oz case			\$7.6500 \$382.50

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<b>Gold Star Foods Inc.</b>	<b>180204</b>	<b>9/1/2015</b>	<b>9/18/2015</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
28	case	7003	Cracker, Jungle J&J Whole Grain 200/1oz/cs	\$27.4400	\$768.32		
55	case	56044	Spaghetti, Beef GS#401074 6/5# JTM	\$32.3000	\$1,776.50		
37	case	998096	Roll,Dinner,WhiteWheat GS#100634 DoBake 120/case	\$21.5300	\$796.61		
65	case	57016	Sandwich,Mini BBQ RibTwins,GS#401766/0543 80/5.4	\$54.2800	\$3,528.20		
31	case	40126	Potato,GS#401230 Fry, McCain#MCF03762 6/5#	\$15.8842	\$492.41		
34	case	33010	Turkey,Franks,GS#101006/Jennie-o#42222 4/5#	\$27.5000	\$935.00		
25	case	8264	Chips,Tortilla Round, La Tapatia 1.5oz/120ct#77011	\$29.4400	\$736.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$14,489.39
<input type="checkbox"/>							
<b>Gold Star Foods Inc.</b>	<b>180212</b>	<b>9/4/2015</b>	<b>9/10/2015</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
6	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670	\$4.2700	\$25.62		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$25.62
<input type="checkbox"/>							
<b>Gold Star Foods Inc.</b>	<b>180213</b>	<b>9/4/2015</b>	<b>9/10/2015</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
6	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670	\$4.2700	\$25.62		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$25.62
<input type="checkbox"/>							
<b>Gold Star Foods Inc.</b>	<b>180214</b>	<b>9/4/2015</b>	<b>9/10/2015</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
6	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670	\$4.2700	\$25.62		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$25.62
<input type="checkbox"/>							
<b>Gold Star Foods Inc.</b>	<b>180215</b>	<b>9/4/2015</b>	<b>9/10/2015</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
6	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670	\$4.2700	\$25.62		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$25.62
<input type="checkbox"/>							
<b>Gold Star Foods Inc.</b>	<b>180216</b>	<b>9/4/2015</b>	<b>9/10/2015</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
6	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670	\$4.2700	\$25.62		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$25.62
<input type="checkbox"/>							
<b>Gold Star Foods Inc.</b>	<b>180217</b>	<b>9/8/2015</b>	<b>9/8/2015</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
85	CS	1	Cmdy 5" Cheese Pizza IW Rose& Shore GS#404726	\$34.4500	\$2,928.25		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$2,928.25
<input type="checkbox"/>							
<b>Gold Star Foods Inc.</b>	<b>180218</b>	<b>9/9/2015</b>	<b>9/11/2015</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
14	case	57004	Burger,BceefSteak,GS#403350/ #CNQ163003 180/3oz.	\$37.6400	\$526.96		
40	case	7021	Cracker Graham Hi-Fbr MJM #301151 150/3pk	\$17.7300	\$709.20		
6	case	3073	Cereal,RaisinBran GS#201536 96ct/1.25oz.	\$18.4700	\$110.82		
3	case	59047	Pizza,Brkfst,Sausage GS#403624 160 ct/3 oz.	\$80.7615	\$242.28		
60	case	4305	Ketchup,Heinz,GS#202956/Heinz#51330 500/11g	\$22.7300	\$1,363.80		
20	case	40126	Potato,GS#401230 Fry, McCain#MCF03762 6/5#	\$15.8838	\$317.68		
42	case	30308	Bread, Banana GS#133796 SuprBkry#6071 70/3.4oz.	\$39.5200	\$1,659.84		

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<b>Gold Star Foods Inc.</b>	<b>180218</b>	<b>9/9/2015</b>	<b>9/11/2015</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
36	case	3002	Cereal,CinnaToast R/Sugar GenMills#9491895 96/cs		\$17.5600	\$632.16
36	case	3005	Cereal,Cocoa Puffs Rd/Sugar GenMills#9526567 96/cs		\$17.5600	\$632.16
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$6,194.90
					<b>Vendor Total:</b>	\$100,432.74
<b>P &amp; R Paper Supply Company, Inc.</b>	<b>180154</b>	<b>8/26/2015</b>	<b>9/8/2015</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
8	Roll	87201	Foil 18x1000' Heavy Gauge, Alum HFA 11807		\$45.6500	\$365.20
					<b>Sales Tax:</b>	\$29.22
					<b>P.O. Total:</b>	\$394.42
<b>P &amp; R Paper Supply Company, Inc.</b>	<b>180162</b>	<b>8/26/2015</b>	<b>9/1/2015</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
20	BOX	88302	Paper Prchmnt-pn linrs Paterson2405161 16X24 1M/cs		\$26.2500	\$525.00
					<b>Sales Tax:</b>	\$42.00
					<b>P.O. Total:</b>	\$567.00
<b>P &amp; R Paper Supply Company, Inc.</b>	<b>180219</b>	<b>9/9/2015</b>	<b>9/15/2015</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
2	case	86206	Tray 16 rnd blk disposable Pactiv 9816K 50/case		\$73.7000	\$147.40
2	case	83504	Lid HighDome Pactiv P9816 16" round 50/case		\$57.3500	\$114.70
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$262.10
					<b>Vendor Total:</b>	\$1,223.52
<b>Hollandia Dairy</b>	<b>180167</b>	<b>8/27/2015</b>	<b>9/30/2015</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321		\$0.2195	\$878.00
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386		\$0.2101	\$840.40
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401		\$0.2084	\$1,667.20
4000	EA	997022	Juice, Apple 4oz #3771		\$0.1078	\$431.20
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070		\$17.0000	\$51.00
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$3,867.80
<b>Hollandia Dairy</b>	<b>180168</b>	<b>8/27/2015</b>	<b>9/30/2015</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321		\$0.2195	\$878.00
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386		\$0.2101	\$840.40
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401		\$0.2084	\$1,667.20
4000	EA	997022	Juice, Apple 4oz #3771		\$0.1078	\$431.20
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070		\$17.0000	\$51.00
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$3,867.80
<b>Hollandia Dairy</b>	<b>180169</b>	<b>8/27/2015</b>	<b>9/30/2015</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321		\$0.2195	\$878.00

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<b>Hollandia Dairy</b>	<b>180169</b>	<b>8/27/2015</b>	<b>9/30/2015</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2101	\$840.40	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2084	\$1,667.20	
4000	EA	997022	Juice, Apple 4oz #3771	\$0.1078	\$431.20	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$3,867.80
<b>Hollandia Dairy</b>	<b>180170</b>	<b>8/27/2015</b>	<b>9/30/2015</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2195	\$878.00	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2101	\$840.40	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2084	\$1,667.20	
4000	EA	997022	Juice, Apple 4oz #3771	\$0.1078	\$431.20	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$3,867.80
<b>Hollandia Dairy</b>	<b>180171</b>	<b>8/27/2015</b>	<b>9/30/2015</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2195	\$878.00	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2101	\$840.40	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2084	\$1,667.20	
4000	EA	997022	Juice, Apple 4oz #3771	\$0.1078	\$431.20	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$3,867.80
<b>Hollandia Dairy</b>	<b>180172</b>	<b>8/27/2015</b>	<b>9/30/2015</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2195	\$878.00	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2101	\$840.40	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2084	\$1,667.20	
4000	EA	997022	Juice, Apple 4oz #3771	\$0.1078	\$431.20	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$3,867.80
<b>Hollandia Dairy</b>	<b>180173</b>	<b>8/27/2015</b>	<b>9/30/2015</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2195	\$878.00	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2101	\$840.40	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2084	\$1,667.20	
4000	EA	997022	Juice, Apple 4oz #3771	\$0.1078	\$431.20	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$3,867.80
<b>Hollandia Dairy</b>	<b>180174</b>	<b>8/27/2015</b>	<b>9/30/2015</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2195	\$878.00	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2101	\$840.40	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2084	\$1,667.20	
4000	EA	997022	Juice, Apple 4oz #3771	\$0.1078	\$431.20	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	

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<b>Hollandia Dairy</b>	<b>180174</b>	<b>8/27/2015</b>	<b>9/30/2015</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
						<b>Sales Tax:</b>
						\$0.00
						<b>P.O. Total:</b>
						\$3,867.80
<b>Hollandia Dairy</b>	<b>180175</b>	<b>8/27/2015</b>	<b>9/30/2015</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2195	\$878.00	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2101	\$840.40	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2084	\$1,667.20	
4000	EA	997022	Juice, Apple 4oz #3771	\$0.1078	\$431.20	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
						<b>Sales Tax:</b>
						\$0.00
						<b>P.O. Total:</b>
						\$3,867.80
<b>Hollandia Dairy</b>	<b>180176</b>	<b>8/27/2015</b>	<b>9/30/2015</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2195	\$878.00	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2101	\$840.40	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2084	\$1,667.20	
4000	EA	997022	Juice, Apple 4oz #3771	\$0.1078	\$431.20	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
						<b>Sales Tax:</b>
						\$0.00
						<b>P.O. Total:</b>
						\$3,867.80
<b>Hollandia Dairy</b>	<b>180177</b>	<b>8/27/2015</b>	<b>9/30/2015</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2195	\$878.00	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2101	\$840.40	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2084	\$1,667.20	
4000	EA	997022	Juice, Apple 4oz #3771	\$0.1078	\$431.20	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
						<b>Sales Tax:</b>
						\$0.00
						<b>P.O. Total:</b>
						\$3,867.80
<b>Hollandia Dairy</b>	<b>180178</b>	<b>8/27/2015</b>	<b>9/30/2015</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2195	\$878.00	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2101	\$840.40	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2084	\$1,667.20	
4000	EA	997022	Juice, Apple 4oz #3771	\$0.1078	\$431.20	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
						<b>Sales Tax:</b>
						\$0.00
						<b>P.O. Total:</b>
						\$3,867.80
<b>Hollandia Dairy</b>	<b>180179</b>	<b>8/27/2015</b>	<b>9/30/2015</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2195	\$878.00	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2101	\$840.40	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2084	\$1,667.20	
4000	EA	997022	Juice, Apple 4oz #3771	\$0.1078	\$431.20	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
						<b>Sales Tax:</b>
						\$0.00
						<b>P.O. Total:</b>
						\$3,867.80
<b>Hollandia Dairy</b>	<b>180180</b>	<b>8/27/2015</b>	<b>9/30/2015</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2195	\$878.00	
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2101	\$840.40	
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2084	\$1,667.20	
4000	EA	997022	Juice, Apple 4oz #3771	\$0.1078	\$431.20	
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00	
						<b>Sales Tax:</b>
						\$0.00
						<b>P.O. Total:</b>
						\$3,867.80

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<b>Hollandia Dairy</b>	<b>180180</b>	<b>8/27/2015</b>	<b>9/30/2015</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2195	\$878.00		
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2101	\$840.40		
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2084	\$1,667.20		
4000	EA	997022	Juice, Apple 4oz #3771	\$0.1078	\$431.20		
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$3,867.80
<input type="checkbox"/>							
<b>Hollandia Dairy</b>	<b>180181</b>	<b>8/27/2015</b>	<b>9/30/2015</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
8000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2195	\$1,756.00		
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2101	\$840.40		
1000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2084	\$208.40		
4000	EA	997022	Juice, Apple 4oz #3771	\$0.1078	\$431.20		
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$3,287.00
<input type="checkbox"/>							
<b>Hollandia Dairy</b>	<b>180182</b>	<b>8/27/2015</b>	<b>9/30/2015</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2195	\$878.00		
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2101	\$840.40		
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2084	\$1,667.20		
4000	EA	997022	Juice, Apple 4oz #3771	\$0.1078	\$431.20		
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$3,867.80
<input type="checkbox"/>							
<b>Hollandia Dairy</b>	<b>180183</b>	<b>8/27/2015</b>	<b>9/30/2015</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2195	\$878.00		
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2101	\$840.40		
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2084	\$1,667.20		
4000	EA	997022	Juice, Apple 4oz #3771	\$0.1078	\$431.20		
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$3,867.80
<input type="checkbox"/>							
<b>Hollandia Dairy</b>	<b>180184</b>	<b>8/27/2015</b>	<b>9/30/2015</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2195	\$878.00		
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2101	\$840.40		
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2084	\$1,667.20		
4000	EA	997022	Juice, Apple 4oz #3771	\$0.1078	\$431.20		
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$3,867.80
<input type="checkbox"/>							
<b>Hollandia Dairy</b>	<b>180185</b>	<b>8/27/2015</b>	<b>9/30/2015</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2195	\$878.00		
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2101	\$840.40		
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2084	\$1,667.20		
4000	EA	997022	Juice, Apple 4oz #3771	\$0.1078	\$431.20		
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$3,867.80
<input type="checkbox"/>							

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<b>Hollandia Dairy</b>	<b>180185</b>	<b>8/27/2015</b>	<b>9/30/2015</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>
						<b>Sales Tax:</b> \$0.00
						<b>P.O. Total:</b> \$3,867.80
<b>Hollandia Dairy</b>	<b>180186</b>	<b>8/27/2015</b>	<b>9/30/2015</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>
4000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321			\$0.2195 \$878.00
4000	EA	997004	Fat Free Milk, Mini 1/2PT #1386			\$0.2101 \$840.40
8000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401			\$0.2084 \$1,667.20
4000	EA	997022	Juice, Apple 4oz #3771			\$0.1078 \$431.20
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070			\$17.0000 \$51.00
						<b>Sales Tax:</b> \$0.00
						<b>P.O. Total:</b> \$3,867.80
<b>Hollandia Dairy</b>	<b>180187</b>	<b>8/27/2015</b>	<b>9/30/2015</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>
3000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321			\$0.2195 \$658.50
3000	EA	997004	Fat Free Milk, Mini 1/2PT #1386			\$0.2101 \$630.30
3000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401			\$0.2084 \$625.20
3000	EA	997022	Juice, Apple 4oz #3771			\$0.1078 \$323.40
3000	EA	997096	Juice, Appleberry, 4oz #3772			\$0.1178 \$353.40
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070			\$17.0000 \$51.00
30	CS	997093	Yogurt Yami Asstd 4oz 48/case #2185			\$14.4280 \$432.84
7	EA	997092	Yogurt Vanilla 32lb #2700			\$33.5816 \$235.07
						<b>Sales Tax:</b> \$0.00
						<b>P.O. Total:</b> \$3,309.71
<b>Hollandia Dairy</b>	<b>180188</b>	<b>8/27/2015</b>	<b>9/30/2015</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>
20000	EA	997099	Lowfat 1% Pch 1/2 pt 3x30 #1321 (CACFP)			\$0.2195 \$4,390.00
5000	EA	3771	Juice, Apple 4oz			\$0.1078 \$539.00
						<b>Sales Tax:</b> \$0.00
						<b>P.O. Total:</b> \$4,929.00
<b>Hollandia Dairy</b>	<b>180189</b>	<b>8/27/2015</b>	<b>9/30/2015</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>
10	EA	10070	Milk, Lowfat gal. #1312			\$2.9060 \$29.06
1	EA	10082	Cheese, Bleu 5lb #5610			\$21.9500 \$21.95
						<b>Sales Tax:</b> \$0.00
						<b>P.O. Total:</b> \$51.01
<b>Vendor Total:</b>						<b>\$85,064.92</b>
<b>Crown Lift Trucks</b>	<b>180141</b>	<b>8/21/2015</b>	<b>8/25/2015</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>
1	ea	1	Caster Wheel			\$98.1800 \$98.18
2	hr	1	Labor			\$132.0000 \$264.00
						<b>Sales Tax:</b> \$7.85
						<b>P.O. Total:</b> \$370.03
<b>Crown Lift Trucks</b>	<b>180221</b>	<b>9/9/2015</b>	<b>9/9/2015</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b> <b>Extended Cost</b>
1	ea	1	Repair Estimate of Truck CRW ModelRR5210-35			\$552.9300 \$552.93

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Crown Lift Trucks	180221	9/9/2015	9/9/2015				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$552.93
Crown Lift Trucks	180223	9/9/2015	9/9/2015				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
1	ea	1	Estimated Cost of Repair			\$300.0000	\$300.00
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$300.00
						<b>Vendor Total:</b>	\$1,222.96
Julie Boden	180166	8/26/2015	8/26/2015			5220	<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
1	ea	1	Reimbursement - ServSafe Exam Fee			\$159.0000	\$159.00
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$159.00
						<b>Vendor Total:</b>	\$159.00
Sunrise Produce Company	180135	8/21/2015	8/21/2015				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
4	CS	999266	Broccoli Florets, 4/5LB CS			\$34.4500	\$137.80
35	CS	999023	Carrot, Baby Peeled 100/3oz. CS			\$20.2500	\$708.75
1	CS	999001	Carrot Coins, 4/5lb CS			\$18.1500	\$18.15
34	CS	999034	Grapes, Red Cello 150/2.25oz/CS			\$64.3500	\$2,187.90
2	EA	999146	Tomatoes, Grape Basket			\$2.0140	\$4.03
4	EA	999006	Cucumber, ea			\$0.6580	\$2.63
1	CS	999011	Lettuce, Romaine 12ct/CS			\$14.7230	\$14.72
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$3,073.98
Sunrise Produce Company	180136	8/21/2015	8/24/2015				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
7	CS	999053	Apple, Red Variety 163ct/CS			\$25.6500	\$179.55
1	LU	999259	Tomato, Repack 5x6 LU			\$22.6500	\$22.65
1	SK	999261	Carrot, Jumbo 25#/SK			\$14.6500	\$14.65
14	CS	999013	Romaine, Chopped 6-2#/CS			\$18.0000	\$252.00
3	UN	01897	Cabbage-Red 3ea			\$3.7530	\$11.26
3	CS	999247	Lettuce, Romaine 24ct/CS			\$23.2000	\$69.60
50	CS	999065	Peach, 64/80sz 25# CS			\$23.2000	\$1,160.00
4	CS	05228	Carrot-Baby Peeled Slims 200/1.5oz			\$22.2000	\$88.80
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$1,798.51
Sunrise Produce Company	180137	8/21/2015	8/25/2015				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
1	CS	999120	Lettuce, Greenleaf 12ct/CS			\$14.4300	\$14.43
5	BG	03824	Onion, Yellow Diced 1/4" 5#			\$4.7500	\$23.75
10	TR	03888	Pepper, Green Diced 1/4" 5#			\$16.4500	\$164.50
2	TU	03700	Pineapple-Chucks 1" 2 4gal			\$83.0500	\$166.10
31	TU	06320	Pineapple-Chunks 1/2" 20# tub			\$20.3500	\$630.85



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Sunrise Produce Company	180137	8/21/2015	8/25/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
5	CS	05608	Beans-Edamame Shelled Frz 20#	\$40.0500	\$200.25		
10	CS	999072	Tomato-Grape Bulk 20#/CS	\$31.7000	\$317.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$1,516.88
							<input type="checkbox"/>
Sunrise Produce Company	180138	8/21/2015	8/26/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
6	CS	999130	Banana, Petite GreenTip 40#/cs	\$20.5000	\$123.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$123.00
							<input type="checkbox"/>
Sunrise Produce Company	180139	8/21/2015	8/27/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
32	CS	999034	Grapes, Red Cello 150/2.25oz/CS	\$64.3500	\$2,059.20		
31	TU	03687	Honeydew-Chunks Dry 1"/4gal	\$53.5500	\$1,660.05		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$3,719.25
							<input type="checkbox"/>
Sunrise Produce Company	180140	8/21/2015	8/28/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
32	CS	999034	Grapes, Red Cello 150/2.25oz/CS	\$64.3500	\$2,059.20		
25	CS	999023	Carrot, Baby Peeled 100/3oz. CS	\$20.2500	\$506.25		
1	BG	999008	Kale, Green Chopped 1" 5#/BG	\$20.5500	\$20.55		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$2,586.00
							<input type="checkbox"/>
Sunrise Produce Company	180196	8/27/2015	8/31/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
6	CS	999130	Banana, Petite GreenTip 40#/cs	\$20.5000	\$123.00		
7	CS	999053	Apple, Red Variety 163ct/CS	\$25.6500	\$179.55		
1	SK	999261	Carrot, Jumbo 25#/SK	\$14.6500	\$14.65		
3	CS	999266	Broccoli Florets, 4/5LB CS	\$35.7500	\$107.25		
2	EA	999146	Tomatoes, Grape Basket	\$2.0140	\$4.03		
12	CS	999013	Romaine, Chopped 6-2#/CS	\$18.0000	\$216.00		
1	UN	01897	Cabbage-Red 3ea	\$3.7530	\$3.75		
5	EA	999006	Cucumber, ea	\$0.7880	\$3.94		
1	CS	999214	Lettuce, Green Leaf 24ct/CS	\$21.7000	\$21.70		
5	CS	999247	Lettuce, Romaine 24ct/CS	\$25.2000	\$126.00		
45	CS	999065	Peach, 64/80sz 25# CS	\$23.2000	\$1,044.00		
2	UN	01897	Cabbage-Red 3ea	\$3.7530	\$7.51		
4	CS	05228	Carrot-Baby Peeled Slims 200/1.5oz	\$22.2000	\$88.80		
9	BG	999117	Fajita Mix, Sliced 1/4" 5#/BG	\$15.4500	\$139.05		
4	CS	05228	Carrot-Baby Peeled Slims 200/1.5oz	\$22.2000	\$88.80		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$2,168.03
							<input type="checkbox"/>
Sunrise Produce Company	180197	8/27/2015	9/1/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
28	TU	03668	Cantaloupe-Chunks Dry 1" 4gal	\$50.6500	\$1,418.20		
5	CS	05608	Beans-Edamame Shelled Frz 20#	\$40.0500	\$200.25		
9	CS	999072	Tomato-Grape Bulk 20#/CS	\$31.1500	\$280.35		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$1,898.80

# Purchase Orders - Detail

9/10/2015 9:32:58 AM

## Fullerton School District

Show all data where the Order Date is between 8/21/2015 and 9/10/2015

Vendor Name		PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Sunrise Produce Company		180198	8/27/2015	9/2/2015			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
6	CS	999130	Banana, Petite GreenTip 40#/cs	\$20.5000	\$123.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$123.00
Sunrise Produce Company		180199	8/27/2015	9/3/2015			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
2	BG	999275	Romaine, Chopped 2#/BG	\$3.0000	\$6.00		
1	BG	999208	Carrot Coin, 5LB/bag	\$8.0000	\$8.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$14.00
Sunrise Produce Company		180200	8/27/2015	9/4/2015			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
28	CS	999034	Grapes, Red Cello 150/2.25oz/CS	\$64.3500	\$1,801.80		
4	CS	999266	Broccoli Florets, 4/5LB CS	\$37.0500	\$148.20		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$1,950.00
Sunrise Produce Company		180208	9/4/2015	9/8/2015			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	CS	999013	Romaine, Chopped 6-2#/CS	\$18.0000	\$18.00		
2	EA	999006	Cucumber, ea	\$0.8750	\$1.75		
1	CS	999011	Lettuce, Romaine 12ct/CS	\$14.7230	\$14.72		
3	EA	999146	Tomatoes, Grape Basket	\$2.0140	\$6.04		
5	CS	999065	Peach, 64/80sz 25# CS	\$23.2000	\$116.00		
1	LU	999259	Tomato, Repack 5x6 LU	\$21.6000	\$21.60		
1	SK	999261	Carrot, Jumbo 25#/SK	\$14.6500	\$14.65		
6	CS	05608	Beans-Edamame Shelled 20#	\$40.0500	\$240.30		
20	CS	999013	Romaine, Chopped 6-2#/CS	\$18.0000	\$360.00		
3	UN	01897	Cabbage-Red 3ea	\$3.7530	\$11.26		
1	CS	999001	Carrot Coins, 4/5lb CS	\$18.1500	\$18.15		
1	CS	999120	Lettuce, Greenleaf 12ct/CS	\$13.1300	\$13.13		
4	CS	999247	Lettuce, Romaine 24ct/CS	\$23.2000	\$92.80		
9	CS	999072	Tomato-Grape Bulk 20#/CS	\$31.1500	\$280.35		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$1,208.75
Sunrise Produce Company		180209	9/4/2015	9/9/2015			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
6	CS	999130	Banana, Petite GreenTip 40#/cs	\$20.5000	\$123.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$123.00
Sunrise Produce Company		180210	9/4/2015	9/10/2015			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
5	CS	999130	Banana, Petite GreenTip 40#/cs	\$20.5000	\$102.50		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$102.50
Sunrise Produce Company		180211	9/4/2015	9/11/2015			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
5	CS	999130	Banana, Petite GreenTip 40#/cs	\$20.5000	\$102.50		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$102.50

# Purchase Orders - Detail

9/10/2015 10:52:00 AM

## Fullerton School District

Show all data where the Order Date is between 8/21/2015 and 9/10/2015

Vendor Name PO No. P.O. Date Date Needed Revised Needed Date Account No. Use Vendor Numbers

Vendor Total: \$20,508.20

Dan's Thermal Services 180206 9/3/2015 9/3/2015

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
1	ea	1	R-12 1/4 Ton 1/4x3/8	\$150.8200	\$150.82
1	ea	2	Liquidline Sight Glass Alco 1/4" SW	\$39.2400	\$39.24
1	ea	3	Alcos C032S	\$24.8600	\$24.86
1	ea	4	Temp Control	\$119.3400	\$119.34
2	ea	5	Refrigerant R404A	\$11.2500	\$22.50
4	hr	6	Labor	\$85.0000	\$340.00
<b>Sales Tax:</b>					\$28.55
<b>P.O. Total:</b>					\$725.31

Dan's Thermal Services 180207 9/3/2015 9/3/2015

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
1	ea	1	Flush Threshold Floor	\$328.2000	\$328.20
1	ea	2	Kick Plate	\$187.5000	\$187.50
1	ea	3	Strip Curtains	\$636.4000	\$636.40
1	ea	4	2 Pcs. Heater Cover 3/4x96" 484 Heater Wire	\$198.6000	\$198.60
4.5	hr	5	Labor	\$85.0000	\$382.50
<b>Sales Tax:</b>					\$108.06
<b>P.O. Total:</b>					\$1,841.26

Dan's Thermal Services 180220 9/9/2015 9/9/2015

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
1	ea	1	Estimated Repair Cost	\$500.0000	\$500.00
<b>Sales Tax:</b>					\$0.00
<b>P.O. Total:</b>					\$500.00

Dan's Thermal Services 180222 9/9/2015 9/9/2015

Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
1	ea	1	Estimated Cost of Repair	\$300.0000	\$300.00
<b>Sales Tax:</b>					\$0.00
<b>P.O. Total:</b>					\$300.00

Vendor Total: \$3,366.57

GRAND TOTAL - \$129,850.94  
(Net of Open P.O.s)

CONSENT ITEM

**DATE:** September 29, 2015

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

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

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

**SUBJECT:** APPROVE/RATIFY WARRANTS NUMBERED 100022 THROUGH 100352 FOR THE 2015/2016 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 100022 through 100352 for the 2015/2016 school year totaling \$1,436,957.25. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>		<u>Amount</u>
01	General Fund	1,247,315.31
12	Child Development	31,239.30
14	Deferred Maintenance	12,405.75
25	Capital Facilities	27,284.34
40	Special Reserve	44,328.53
68	Workers' Compensation	28,227.57
81	Property/Liability Insurance	46,156.45
	Total	<u>\$1,436,957.25</u>

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

Funding: Funding sources as reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 100022 through 100352 for the 2015/2016 school year.

SH:SM:gs

CONSENT ITEM

**DATE:** September 29, 2015  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**PREPARED BY:** Kenyatta Turner, Director, Nutrition Services  
**SUBJECT:** APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 11021 THROUGH 11077 FOR THE 2015/2016 SCHOOL YEAR

Background: Board approval is requested for Nutrition Services warrants numbered 11021 through 11077 for the 2015/2016 school year. The total amount presented for approval is \$231,229.42

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

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

Funding: Nutrition Services Fund (13).

Recommendation: Approve/Ratify Nutrition Services warrants numbered 11021 through 11077 for the 2015/2016 school year.

SH:KT:ai

CONSENT ITEM

**DATE:** September 29, 2015  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Chanjira Luu, Director, Classified Personnel Services  
**SUBJECT:** APPROVE/RATIFY CLASSIFIED PERSONNEL REPORT

Background: The Classified Personnel Report reflects changes in employee status and was approved by the Personnel Commission at its meeting on September 21, 2015.

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

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

Recommendation: Approve/Ratify Classified Personnel Report.

CL:ph  
Attachment

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
PRESENTED TO THE PERSONNEL COMMISSION: 09/21/2015  
PRESENTED TO THE BOARD OF TRUSTEES: 09/29/2015

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Amber	Weimholt	Instr. Asst./Rec./sub	Add substitute classification	09/01/15	99		999	B11/1
Teresa	Barajas	Instr. Asst./SE and Reg./sub	Add substitute classifications	09/16/15	99		121	B14/1
Chwee Yean	Ng	Playground Sup./sub	Add worksite	08/31/15	17		100	B11/1
Majela	Walker	Instr. Asst./Rec.	Amend resignation date	08/31/15	60	19.5/wk	85	B14/2
Judy	Swanson	Ed. Media Asst.	Amend service retirement date	09/04/15	24	10.0/wk	402	B19/6
Diana	Venegas	Instr. Asst./SE I	Change last name fr: Venegas Sanchez	09/17/15	29	6.00	121	B14/2
Susan	Basquez	Playground Sup.	Change to regular status	08/21/15	16	1.50	100	B11/1
Araceli	Hernandez	Playground Sup.	Change to regular status	08/10/15	28	1.50	100	B11/1
Carlos	Perez Villegas	Playground Sup.	Change to regular status	08/19/15	16	1.50	100	B11/1
Laura	Lopez-Gonzalez	CELDT Asses. Asst.	Extra summer work	08/03/15	13	2.50	302	B20/6
Rosalia	Martinez	After School Site Lead	Extra summer work 7/1-7/6/15	07/01/15	60	6.00	85	B18/6
Vicky	Tapia	Clerical Asst. II/BB	Extra summer work	06/08/15	55	1.50	409	B20/2
Kevin	Kobayashi	Computer Tech. I	Extra summer work	06/23/15	59		409	B30/2
Georgina	Lopez Campos	Custodian I	Extra summer work 6/1-8/10/15	06/01/15	90	3.75	606	B17/3
Lisandra	Anguiano	Instr. Asst./BB	Extra summer work 8/4-8/7/15	08/04/15	12	5.00	206	B14/6
Cristina	Arambula	Instr. Asst./BB	Extra summer work	08/07/15	21	4.00	310	B14/6
Blanca	Arellano	Instr. Asst./BB	Extra summer work	08/07/15	28	4.00	310	B14/6
Patrick	Burke	Instr. Asst./BB	Extra summer work 7/27-7/31/15	07/27/15	55	27.0/wk	383	B11/1
Delores	Cortez	Instr. Asst./BB	Extra summer work 8/4-8/7/15	08/04/15	25	5.00	206	B14/6
Noelia	Cuanalo De Mason	Instr. Asst./BB	Extra summer work	08/07/15	22	4.00	310	B14/6
Rosemary	Espinoza	Instr. Asst./BB	Extra summer work	08/07/15	12	4.00	310	B14/6
Maria L.	Garcia	Instr. Asst./BB	Extra summer work	08/07/15	29	4.00	310	B14/6
Antonieta	Lopez	Instr. Asst./BB	Extra summer work	08/07/15	25	4.00	310	B14/6
Jessica	Lopez	Instr. Asst./BB	Extra summer work	08/07/15	28	4.00	310	B14/6
Rachel	Moralez	Instr. Asst./BB	Extra summer work 8/4-8/7/15	08/04/15	29	7.50	206	B14/6
Mario	Pantaleon	Instr. Asst./BB	Extra summer work 8/6-8/7/15	08/06/15	22	3.00	206	B14/1
Azucena	Perez-Maldonado	Instr. Asst./BB	Extra summer work 8/4-8/7/15	08/04/15	12	5.00	206	B11/6
Jaime	Roque	Instr. Asst./BB	Extra summer work	08/07/15	25	4.00	310	B14/6
Luz	Vejar	Instr. Asst./BB	Extra summer work	08/07/15	19	3.50	206	B14/6
Shawn	Lee-Chong	Instr. Asst./BBK	Extra summer work	07/17/15	13	2.50	302	B14/6
Lissett	Garcia	Instr. Asst./Rec.	Extra summer work 8/4-8/7/15	08/04/15	27	3.00	206	B11/6
Victoria	Huston	Instr. Asst./Rec.	Extra summer work	08/07/15	19	4.00	310	B11/6
Mariann	Martin	Instr. Asst./Rec.	Extra summer work	08/07/15	25	4.00	310	B11/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
PRESENTED TO THE PERSONNEL COMMISSION: 09/21/2015  
PRESENTED TO THE BOARD OF TRUSTEES: 09/29/2015

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Kelly	Schaefer	Instr. Asst./Rec.	Extra summer work	08/07/15	22	4.00	310	B11/2
Alyssa	Alvarez	Instr. Asst./Reg.	Extra summer work 8/6-8/7/15	08/06/15	22	3.00	206	B11/1
Raquel	Bingham	Instr. Asst./Reg.	Extra summer work 8/5-8/7/15	08/06/15	11	3.00	206	B11/6
Faith	Bui	Instr. Asst./Reg.	Extra summer work	08/07/15	21	4.00	310	B11/3
Karlita	Chan	Instr. Asst./Reg.	Extra summer work 8/6-8/7/15	08/06/15	25	3.00	206	B11/1
Irma	Edmunds	Instr. Asst./Reg.	Extra summer work	08/07/15	25	4.00	310	B11/6
Camelia	Lazuran	Instr. Asst./Reg.	Extra summer work 7/27-7/31/15	07/27/15	55	31.0/wk	383	B11/1
Laurie	Licon	Instr. Asst./Reg.	Extra summer work	08/07/15	22	4.00	310	B11/1
Charme	Morales	Instr. Asst./Reg.	Extra summer work 8/6-8/7/15	08/06/15	27	3.00	206	B11/1
Kandis	Newman	Instr. Asst./Reg.	Extra summer work	08/07/15	25	4.00	310	B11/3
Martha	Ramirez	Instr. Asst./Reg.	Extra summer work	08/07/15	19	4.00	310	B11/6
Jennifer	Soto Navarro	Instr. Asst./Reg.	Extra summer work	08/07/15	25	4.00	310	B11/1
Diane	Hatcher	Instr. Asst./SE I	Extra summer work 7/27-7/31/15	07/27/15	54	34.0/wk	383	B14/3
Carlos	Mota	Instr. Asst./SE I	Extra summer work 7/15-8/31/15	07/15/15	13		521	B14/2
Karine	Seikeldjian	Instr. Asst./SE I	Extra summer work 7/27-7/31/15	07/27/15	54	34.0/wk	383	B14/6
Angelica	Villa	Instr. Asst./SE I	Extra summer work 7/27-7/31/15	07/27/15	54	34.0/wk	383	B14/6
Jennifer	Churchwell	Instr. Asst./Tech.	Extra summer work 5/29-8/4/15	05/29/15	59		409	B21/1
Carolina	Contreras	Instr. Asst./Tech.	Extra summer work 5/29-6/5/15	05/29/15	59	16.0/wk	409	B21/3
Jessica	Del Rosario	Instr. Asst./Tech.	Extra summer work 6/24-8/4/15	06/24/15	59		409	B21/1
Melody	Gaylord	Instr. Asst./Tech.	Extra summer work 6/24-8/4/15	06/24/15	59		409	B21/6
Maria Lourde	Lejano	Instr. Asst./Tech.	Extra summer work 6/24-8/4/15	06/24/15	59		409	B24/1
Linda	Oaks	Instr. Asst./Tech.	Extra summer work 5/29-6/5/15	05/29/15	59	16.0/wk	409	B21/2
Zehra	Rashid	Instr. Asst./Tech.	Extra summer work 5/29-6/5/15	05/29/15	59	16.0/wk	409	B21/5
Zehra	Rashid	Instr. Asst./Tech.	Extra summer work 6/24-8/4/15	06/24/15	59		409	B21/5
Mary	Reese	Instr. Asst./Tech.	Extra summer work 5/29-6/5/15	05/29/15	59	16.0/wk	409	B21/6
Mary	Reese	Instr. Asst./Tech.	Extra summer work 6/24-8/4/15	06/24/15	59		409	B21/6
Rebecca	Weatrowski	Instr. Asst./Tech.	Extra summer work 5/29-6/5/15	05/29/15	59	16.0/wk	409	B21/3
Yolanda	Sutherland	Secretary	Extra summer work 6/10-6/11	06/10/15	55	8.00	302	B21/6
Frank	Rangel	Transporter	Extra summer work 7/6-8/6/15	07/06/15	50		531	B20/6
Employee	ID 685	Food Service Asst. III	FMLA 8/19-9/7/15	08/19/15	90	8.00	606	B16/6
Employee	ID 963	Clerical Asst. II/BB	FMLA 9/16-10/14/15	09/16/15	50	8.00	526	B20/6
Employee	ID 1094	Secretary	FMLA 9/21-11/2/15	09/21/15	51	8.00	510	B21/6
Eddie	Bui	Class. Pers. Analyst	Hire probationary status	08/17/15	58	8.00	522	M09/1



FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
PRESENTED TO THE PERSONNEL COMMISSION: 09/21/2015  
PRESENTED TO THE BOARD OF TRUSTEES: 09/29/2015

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
David	Angeles	Custodian II	Hire probationary status	08/24/15	24	8.00	542	B24/1
Yesenia	Castro	Health Assistant	Hire probationary status	08/31/15	11	3.75	402	B17/1
Adriana	Contreras	Health Assistant	Hire probationary status	09/01/15	30	3.75	402	B17/1
Erin	Holmquist-Squires	Instr. Asst./Rec.	Hire probationary status	09/14/15	16	10.5/wk	302	B11/1
Tonya	Jefferson	Instr. Asst./Rec.	Hire probationary status	08/25/15	18	15.5/wk	302	B11/1
Fatima	Mendoza	Instr. Asst./Rec.	Hire probationary status	08/10/15	60	19.5/wk	85	B11/1
Jean	Scott	Instr. Asst./Rec.	Hire probationary status	09/10/15	15	12.5/wk	304/116	B11/1
Zachary	Williams	Instr. Asst./Rec.	Hire probationary status	09/10/15	15	12.5/wk	304/116	B11/1
Vinnie	Wu	Instr. Asst./Rec.	Hire probationary status	08/11/05	30	14.0/wk	302/304	B11/1
Elma	Alvarez	Instr. Asst./Reg.	Hire probationary status	09/10/15	28	15.0/wk	383	B11/1
Mayra	Arreola	Instr. Asst./Reg.	Hire probationary status	09/03/15	29	16.0/wk	302	B11/1
Julianne	Dizon	Instr. Asst./Reg.	Hire probationary status	09/03/15	22	15.0/wk	383	B11/1
Alexis	Pina Norman	Instr. Asst./Reg.	Hire probationary status	09/10/15	29	16.0/wk	302	B11/1
Katrina	DeMarco	Instr. Asst./SE I	Hire probationary status	09/16/15	29	6.00	125	B14/1
Samantah	Gill	Instr. Asst./SE II B	Hire probationary status	09/08/15	29	6.00	242	B14/1
Stormy	Leyva	Instr. Asst./SE II B	Hire probationary status	09/02/15	54	6.00	504	B14/1
Melissa	Marquez	Instr. Asst./SE II B	Hire probationary status	09/14/15	12		242	B14/1
Karen	Sanchez	Instr. Asst./SE II B	Hire probationary status	09/08/15	15	6.00	121	B14/1
Veronica	Burke	Social Service Asst.	Hire probationary status	09/02/15	21	5.00	302	B17/1
Veronica	Rivera Cardenas	Social Service Asst.	Hire probationary status	09/21/15	21	5.00	302	B17/1
Christina	Escobar Velasquez	Custodian II	Hire regular status	08/31/15	22	8.00	542	B24/1
Alyssa	Annunziato	Mental Health Ther.Intern	Hire regular status	08/10/15	19/54	24.0/wk	212/304	\$18.00
Kelly	Jianas	Mental Health Ther.Intern	Hire regular status	08/25/15	12/27	24.0/wk	302	\$18.00
Katerina	Sorrell	Mental Health Ther.Intern	Hire regular status	08/20/15	24/29	24.0/wk	302	\$18.00
Heidi	Sexton	Playground Sup.	Hire regular status	09/03/15	11	2.00	100	B11/1
Marilyn	Thompson	Bus Driver/sub	Hire substitute status	08/24/15	56		565	B21/1
Steven	Huston	Computer Tech. I/sub	Hire substitute status	09/03/15	59		409	B30/1
Juvenal	Torres Mendoza	Computer Tech. I/sub	Hire substitute status	08/26/15	59		409	B30/1
Brooke	Wiler	Computer Tech. I/sub	Hire substitute status	08/26/15	59		409	B30/1
Mariglo	Baker	Food Service Asst. I/sub	Hire substitute status	08/25/15	90		606	B08/1
Carla	Chavez	Food Service Asst. I/sub	Hire substitute status	08/25/15	90		606	B08/1
Ana	Robles	Instr. Asst./Rec./sub	Hire substitute status	09/08/15	99		999	B11/1
Erin	Holmquist-Squires	Instr. Asst./Rec./sub	Hire substitute status	09/09/15	99		100	B11/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
PRESENTED TO THE PERSONNEL COMMISSION: 09/21/2015  
PRESENTED TO THE BOARD OF TRUSTEES: 09/29/2015

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Megan	Manriquez	Instr. Asst./Rec./sub	Hire substitute status	09/08/15	99		999	B11/1
Alexandria	Druckenmiller	Instr. Asst./SE I/sub	Hire substitute status	09/16/15	99		100	B11/1
Luz	Perez	Instr. Asst./SE I/sub	Hire substitute status	09/08/15	99		999	B11/1
Jaci	Tyra	Instr. Asst./SE I/sub	Hire substitute status	09/03/15	99		999	B14/1
Susan	Basquez	Playground Sup./sub	Hire substitute status	08/19/15	99		999	B11/1
Pamela	Bernhard	Playground Sup./sub	Hire substitute status	09/14/15	10		100	B11/1
Alicia	Bliss	Playground Sup./sub	Hire substitute status	08/31/15	21		100	B11/1
Ines	Giraldo	Playground Sup./sub	Hire substitute status	08/18/15	99		100	B11/1
Carlos	Perez Villegas	Playground Sup./sub	Hire substitute status	08/18/15	99		100	B11/1
Maria	Romo	Playground Sup./sub	Hire substitute status	09/08/15	22		100	B11/1
Shannon	Bauserman	Clerical Asst. II	Increase hours from 7.0/day	08/10/15	18	8.00	403/304	B19/5
Sandra	Seibert	Clerical Asst. II/BB	Increase hours from 5.0/day	07/22/15	19	6.00	403/304	B20/2
Ana	Garcia	Instr. Asst./Rec.	Increase hours from 7.5/wk	08/10/15	60	19.5/wk	85	B11/3
Tawnya	Hodgden	Instr. Asst./Rec.	Increase hours from 17.5/wk	08/20/15	60	19.5/wk	85	B11/6
Narlin	Flores	Instr. Asst./SE I	Increase hours from 3.0/day	09/01/15	29	6.00	121	B14/2
Erika	Hughes	Instr. Asst./SE I	Increase hours from 3.75/day	08/25/15	16	6.00	122	B14/2
Zachary	Torres	Instr. Asst./SE I	Increase hours from 3.75/day	09/01/15	16	6.00	122	B14/1
Diana	Venegas-Sanchez	Instr. Asst./SE I	Increase hours from 3.0/day	08/31/15	29	6.00	121	B14/2
Nadia	Rivera	Instr. Asst./SE II A	Increase hours from 3.5/day	08/31/15	29	6.00	121	B14/2
Sarah	Hamelberg	Instr. Asst./SE II B	Increase hours from 6.0/day	08/10/15	12	6.25	505	B14/6
Aida	Yohannes	Instr. Asst./SE II A	Increase medical stipend from 2 to 6%	08/10/15	30	6.00	130	B14/5
Eduardo	Gonzalez	Food Prod. Coord.	Increase months from 10.42 to 11/yr	07/22/15	90	8.00	606	B36/6
Monique	Bosse	Sup. Child Dev. Svcs.	Longevity increase	09/01/15	60	8.00	329/315	M9/3
Delfia	Andrews	Bus Driver	New school year bid	08/10/15	56	25.0/wk	565	B21/6
Roxanna	Avilez	Bus Driver	New school year bid	08/10/15	56	25.0/wk	565	B21/6
David	Berdeja	Bus Driver	New school year bid	08/10/15	56	25.0/wk	565	B21/6
Frances	Chavira	Bus Driver	New school year bid	08/10/15	56	25.0/wk	565	B21/1
Georgina	Corrales	Bus Driver	New school year bid	08/10/15	56	25.0/wk	565	B21/6
Judy	Drews	Bus Driver	New school year bid	08/10/15	56	25.0/wk	565	B21/6
Yvonne	Esqueda	Bus Driver	New school year bid	08/10/15	56	25.0/wk	565	B21/6
Donna	Hatton	Bus Driver	New school year bid	08/10/15	56	25.0/wk	565	B21/6
Silvia	Hernandez	Bus Driver	New school year bid	08/10/15	56	25.0/wk	565	B21/5
Cynthia	Hukel	Bus Driver	New school year bid	08/10/15	56	25.0/wk	565	B21/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
PRESENTED TO THE PERSONNEL COMMISSION: 09/21/2015  
PRESENTED TO THE BOARD OF TRUSTEES: 09/29/2015

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Deborah	Javelosa	Bus Driver	New school year bid	08/10/15	56	26.2/wk	565	B21/6
Karen	Kingston	Bus Driver	New school year bid	08/10/15	56	26.0/wk	565	B21/6
Noemi	Lopez	Bus Driver	New school year bid	08/10/15	56	25.0/wk	565	B21/4
Cristi	Medina	Bus Driver	New school year bid	08/10/15	56	26.4/wk	565	B21/6
Ana	Navarrete	Bus Driver	New school year bid	08/10/15	56	25.0/wk	565	B21/6
Oralia	Pirali	Bus Driver	New school year bid	08/10/15	56	26.0/wk	565	B21/6
David	Prazant	Bus Driver	New school year bid	08/10/15	56	25.0/wk	565	B21/1
Rosalba	Rodriguez	Bus Driver	New school year bid	08/10/15	56	25.0/wk	565	B21/3
Sandra	Ruiz	Bus Driver	New school year bid	08/10/15	56	25.0/wk	565	B21/6
Robert	Urenda	Bus Driver	New school year bid	08/10/15	56	25.0/wk	565	B21/4
Thomas	Vasquez	Bus Driver	New school year bid	08/10/15	56	30.0/wk	565	B21/6
Nina	Wilson	Bus Driver	New school year bid	08/10/15	56	25.3/wk	565	B21/6
Ray	Yoshinaga	Bus Driver	New school year bid	08/10/15	56	25.0/wk	565	B21/2
Luis	Zuniga	Bus Driver	New school year bid	08/10/15	56	25.0/wk	565	B21/3
Melody	Gaylord	Instr. Asst./Tech.	Promotion from EMA/inc. hours	08/05/15	59	20.0/wk	409	B21/6
Nahida	Khamis	Instr. Asst./SE II A	Reduce med. stipend from 6% to 2%	08/10/15	16	6.00	242	B14/6
Elaine	Wieland	Instr. Asst./SE II A	Reduce med. stipend to from 6% to 2%	08/10/15	29	6.00	242	B14/6
Michelle	Valenzuela	Instr. Asst./Rec.	Reinstatement	08/10/15	60	19.5/wk	329	B11/2
Chin-ok	Cho-Chung	Instr. Asst./SE I	Reinstatement	08/10/15	30	3.75	130	B14/4
Holly	Wert	Instr. Asst./SE I	Reinstatement	08/10/15	17	6.00	242	B14/3
Nadia	Rivera	Instr. Asst./SE II A	Related class transfer from IA/SE I	08/10/15	29	6.00	121	B14/2
Carlos	Mota	Instr. Asst./SE II B	Related class transfer from IA/SE I	08/10/15	13	6.00	504	B14/2
Marlene	Alvarado	Instr. Asst./SE I	Related class transfer from IA/SE II A	08/10/15	29	6.00	242	B14/6
Colleen	Heffner	Instr. Asst./SE I	Related class transfer from IA/SE II A	08/10/15	29	6.00	242	B14/6
Francine	Tavarez	Instr. Asst./SE I	Related class transfer from IA/SE II A	08/10/15	29	6.00	242	B14/6
Debbie	York	Instr. Asst./SE I	Related class transfer from IA/SE II A	08/10/15	13	6.00	242	B14/6
Juliana	Alvarez	Instr. Asst./Rec.	Resignation	08/10/15	60	19.75/wk	329	B11/3
Monique	Garcia	Instr. Asst./Rec.	Resignation	07/14/15	60	19.5/wk	85	B11/2
Jeffrey	Lawhorn	Instr. Asst./Rec.	Resignation	08/26/15	60	19.5/wk	85	B11/6
Shanti	Lunsford	Instr. Asst./Rec.	Resignation	09/16/15	26	10.0/wk	85	B11/3
Carla Marie	Tan	Instr. Asst./Rec.	Resignation	09/04/15	60	19.50	329	B11/4
Anthony	Rosales	Instr. Asst./SE I	Resignation	08/10/15	12	3.00	125	B14/4
Eunice	Park	Instr. Asst./SE II B	Resignation	09/21/15	22	6.00	504	B14/3

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
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First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Genny	Salgado	Health Assistant/BB	Resignation on probation	08/31/15	24	3.75	402	B18/1
Patrick	Burke	Instr. Asst./BB	Resignation on probation	08/31/15	28	3.00	383	B14/1
Judith	Hernandez	Instr. Asst./Rec.	Resignation on probation	09/28/15	60	19.75/wk	329	B11/1
Amy	Cho	Instr. Asst./Reg.	Resignation on probation	08/17/15	29	16.0/wk	302	B11/1
Victor	Madru	Instr. Asst./Reg.	Resignation on probation	08/24/15	28	3.00	383	B11/1
Charme	Morales	Instr. Asst./Reg.	Resignation on probation	09/17/15	27	19.75/wk	81	B11/1
Esther	Manlapaz	Occupational Therapist	Resignation on probation	09/03/15	54	24.0/wk	255/505	M14/2
Veronica	Burke	Social Service Asst.	Resignation on probation	09/04/15	21	5.00	121	B17/1
Lourdes	Garcia Salvador	Instr. Asst./Rec.	Resignation-hire sub status	08/25/15	60	18.0/wk	329	B11/5
Michelle	Garro	Instr. Asst./Rec.	Resignation-hire sub status	08/13/15	28	17.0/wk	302	B11/4
Dianna	Mullen	Benefits Clerk/sub	Separation-inactive sub	09/04/15	99		999	B24/6
Janice	Deason	Clerical Asst. I/sub	Separation-inactive sub	09/15/15	99		999	B17/6
Rocio	Anguiano	Clerical Asst. II/BB	Separation-inactive sub	09/01/15	99		999	B20/1
Cesia	Tello	Clerical Asst. II/BB/sub	Separation-inactive sub	09/01/15	24		999	B20/1
Stephanie	Naticchioni	Clerical Asst. II/sub	Separation-inactive sub	09/04/15	99		999	B19/1
Michelle	Sandoval	Clerical Asst. II/sub	Separation-inactive sub	09/04/15	99		999	B19/1
Jim	Konegni	Facil. Maint. Inspector	Separation-inactive sub	09/03/15	53		533	B34/6
Jerri	Hebert	Instr. Asst./SE/sub	Separation-inactive sub	09/01/15	99		999	B14/6
Robert	Quintana	Custodian I/sub	Separation-no longer available	09/03/15	53		542	B17/1
Michael	Tafoya	Custodian I/sub	Separation-no longer available	09/01/15	53		542	B17/1
Kathy	Maeseele	Ed. Media Asst./sub	Separation-no longer available	08/18/15	99		999	B19/1
Linda	Barbato	Food Serv. Asst. III/sub	Separation-no longer available	09/03/15	90		606	B16/6
Digna	Arias	Instr. Asst./BB/sub	Separation-no longer available	09/02/15	99		999	B14/6
Sandra	Latin	Instr. Asst./Rec./sub	Separation-no longer available	08/18/15	99		999	B11/1
Brittney	Estrella	Instr. Asst./Reg./sub	Separation-no longer available	08/18/15	28			B11/1
Elizabeth	Deemer	Playground Sup.	Separation-no longer available	09/01/15	18	1.00	100	B11/1
Florence	Deveney	Playground Sup.	Separation-no longer available	08/18/15	26	3.50	100	B11/1
Sylvia	Stephens	Playground Sup.	Separation-no longer available	08/10/15	21	1.50	100	B11/1
Ann	Wydra	Playground Sup.	Separation-no longer available	08/18/15	30	2.00	100	B11/1
Jaques	Andre	Playground Sup./sub	Separation-no longer available	09/01/15	18		100	B11/1
Leandro	Cano	Playground Sup./sub	Separation-no longer available	08/18/15	15		100	B11/1
Maria	Davila	Playground Sup./sub	Separation-no longer available	08/18/15	22		100	B11/1
Virginia	Flores-Viveros	Playground Sup./sub	Separation-no longer available	08/18/15	27		100	B11/1

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First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Inez	Giraldo	Playground Sup./sub	Separation-no longer available	09/01/15	99		100	B11/1
Elisa	Guzman	Playground Sup./sub	Separation-no longer available	08/18/15	27		100	B11/1
Jonathan	Hebert	Playground Sup./sub	Separation-no longer available	08/18/15	29		100	B11/1
Efrain	Huizar	Playground Sup./sub	Separation-no longer available	08/18/15	29		100	B11/1
Evelyn	Johnson	Playground Sup./sub	Separation-no longer available	08/18/15	29		100	B11/1
Manuel	Nunez Gonzalez	Playground Sup./sub	Separation-no longer available	08/18/15	22		100	B11/1
Oliver	Torres	Playground Sup./sub	Separation-no longer available	08/10/15	21		100	B11/1
Angelica	Villavicencio	Playground Sup./sub	Separation-no longer available	08/28/15	11		100	B11/1
Bette	Crider	Buyer Coordinator	Service retirement	12/31/15	50	8.00	531	B32/6
Ronald	Mullins	Supervisor, Purch., Stores	Service retirement	12/31/15	50	8.00	531	M13/3
Yasmin	Duque	Clerical Asst. II/BB	Step raise	09/01/15	57	8.00	526	B20/5
Maria	Medina	Custodian I	Step raise	09/01/15	13	8.00	542	B17/4
Jose	Beltran	Custodian II	Step raise	09/01/15	28	8.00	542	B24/3
Kenyatta	Turner	Director, Nutrition Svcs.	Step raise	09/01/15	90	8.00	606	M18/3
Manal	Boktor	Food Service Asst. I	Step raise	09/01/15	90	1.50	606	B08/2
Luis	Cornejo	Food Service Asst. I	Step raise	09/01/15	90	2.00	606	B08/2
Maria	Molina	Food Service Asst. I	Step raise	09/01/15	90	1.50	606	B08/2
Janessa	Castaneda	Food Service Asst. II	Step raise	09/01/15	90	6.00	606	B12/6
Pamela	Adams	Food Service Asst. III	Step raise	09/01/15	90	8.00	606	B16/6
Shelly	Bode	Food Service Asst. III	Step raise	09/01/15	90	8.00	606	B16/6
Jennie	Perez	Food Service Spec.	Step raise	09/01/15	90	8.00	606	B21/6
Elizabeth	Inocencio	Instr. Asst./Rec.	Step raise	09/01/15	60	19.75/wk	329	B11/3
Kelly	Schaefer	Instr. Asst./Rec.	Step raise	09/01/15	22	3.50	310	B11/2
Amber	Silvas	Instr. Asst./Rec.	Step raise	09/01/15	60	17.5/wk	85	B11/5
Carla Marie	Tan	Instr. Asst./Rec.	Step raise	09/01/15	60	19.5/wk	329	B11/4
Maricela	Vazquez	Instr. Asst./Rec.	Step raise	09/01/15	60	19.75/wk	329	B11/5
Marcy	Viramontes	Instr. Asst./Rec.	Step raise	09/01/15	60	19.5/wk	85	B11/3
Marianna	Chaidez	Instr. Asst./SE I	Step raise	09/01/15	20	3.00	122	B14/2
Jasmine	Gonzalez	Instr. Asst./SE I	Step raise	09/01/15	26	3.80	125	B14/2
Summer	Dabbs	Instr. Asst./SE II B	Step raise	09/01/15	15	6.00	121	B14/2
Ayesha	Hussaini	Instr. Asst./SE II B	Step raise	09/01/15	29	6.00	125	B14/2
Natalie	Sarver	Instr. Asst./SE II B	Step raise	09/01/15	17	6.00	242	B14/3
Melissa	Tovar	Sup. Child Dev/ Svcs.	Step raise	09/01/15	60	8.00	329	M09/2

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
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First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Karen	Vasquez	Tech. Support Spec. I	Step raise	09/01/15	59	8.00	409	B26/3
Oliver	Le	Instr. Asst./Rec.	Temp. additional hours 8/10-11/20/15	08/10/15	60	4.0/wk	329	B11/2
Edith	Mendoza	Instr. Asst./Rec.	Temp. additional hours 8/10-11/20/15	08/11/15	60	4.0/wk	329	B11/6
Angela	Naranjo	Instr. Asst./Rec.	Temp. additional hours 8/10-11/20/15	08/12/15	60	4.0/wk	329	B11/6
Erica	Pereyra	Instr. Asst./Rec.	Temp. additional hours 8/10-11/20/15	08/10/15	60	8.25/wk	329	B11/6
Ehimy	Perez	Instr. Asst./Rec.	Temp. additional hours 8/10-11/20/15	08/10/15	60	8.5/wk	329	B11/3
Maricela	Vasquez	Instr. Asst./Rec.	Temp. additional hours 8/10-11/20/15	08/10/15	60	8.25/wk	329	B11/6
Marianna	Chaidez	Instr. Asst./SE I	Temp. additional hours 8/10-9/18/15	08/10/15	20	2.25	122	B14/1
Jasmine	Gonzalez	Instr. Asst./SE I	Temp. additional hours 8/31-10/2/15	08/31/15	26	5.25/wk	125	B14/1
Erika	Hughes	Instr. Asst./SE I	Temp. additional hours 8/10-9/18/15	08/10/15	16	9.0/wk	122	B14/2
Jeannette	McKay	Instr. Asst./SE I	Temp. additional hours 8/19-9/25/15	08/19/15	18	2.20	130	B14/6
Jesus	Miramontes	Instr. Asst./SE I	Temp. additional hours 8/10-9/18/15	08/10/15	26	0.50	122	B14/6
Zachary	Torres	Instr. Asst./SE I	Temp. additional hours 8/10-9/18/15	08/10/15	16	2.25	122	B14/1
Elizabeth	Monterey	Instr. Asst./SE II A	Temp. additional hours 8/10-5/27/16	08/10/15	29	2.00	127/121	B14/2
Kristina	Chavez	Instr. Asst./SE II B	Temp. additional hours 8/31-10/2/15	08/31/15	26	14.0/wk	125	B14/3
Elizabeth	McCann	Instr. Asst./SE II B	Temp. additional hours 8/31-10/2/15	08/31/15	26	6.0/wk	248	B14/6
Katherine	Robinson	Ed. Media Asst.	Temporary additional hours	08/03/15	50		531	B19/6
Employee	ID 6236	Instr. Asst./Rec.	Termination on probation	08/17/15	60	19.75/wk	329	B11/1
Sergio	Flores	Custodian II	Transfer from Pacific Dr.	09/01/15	16	8.00	542	B24/5
Delores	Cortez	Instr. Asst./BB	Transfer from ASP Raymond to Pre-K	08/10/15	25	3.50	310	B14/6
Maria	Garcia	Instr. Asst./BB	Transfer from Pre K: V.P. to Woodcrest	08/10/15	29	3.50	310	B14/6
Mario	Pantaleon	Instr. Asst./BB	Transfer from Pre-K: Common to V.P.	08/10/15	28	3.50	310	B14/1
Jaime	Roque	Instr. Asst./BB	Transfer from Pre-K: Pac. Dr. to Richman	08/10/15	25	3.50	310	B14/6
Rachel	Moralez	Instr. Asst./BB	Transfer from Pre-K: Rich to Woodcrest	08/10/15	29	3.50	310	B14/6
Lisandra	Anguiano	Instr. Asst./BB	Transfer from Pre-K: Richman to Comm	08/10/15	12	3.50	310	B14/6
Antonieta	Lopez	Instr. Asst./BB	Transfer from Pre-K: V.P. to Richman	08/10/15	25	3.50	310	B14/6
Jessica	Lopez	Instr. Asst./BB	Transfer from Pre-K: Wood to V.P.	08/10/15	28	3.50	310	B14/6
Brandon	Blaikie	Instr. Asst./Rec.	Transfer from ASP Acacia/Incr. hrs.	08/31/15	11	19.75	302	B11/6
Mariann	Martin	Instr. Asst./Rec.	Transfer from Pre-K V.P. to ASP Rich.	08/10/15	60	3.50	310	B11/6
Victoria	Huston	Instr. Asst./Rec.	Transfer from Pre-K: Rich to Maple	08/10/15	19	3.50	310	B14/6
Alyssa	Alvarez	Instr. Asst./Rec.	Transfer from Pre-K: Rich to Pac. Dr.	08/10/15	25	3.50	310	B11/1
Irma	Edmunds	Instr. Asst./Rec.	Transfer from Pre-K: Wood to Richman	08/10/15	25	3.50	310	B11/6
Andra	Reed	Instr. Asst./SE I	Transfer from Sunset Lane	08/10/15	15	6.00	242	B14/2

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
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First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Diane	Hatcher	Instr. Asst./SE I	Transfer/increase hours from 3.0/day	08/28/15	11	6.00	130	B14/3
Alicia	Gordon	Instr. Asst./SE II A	Transfer from Fisler	08/10/15	29	6.00	242	B14/6
Synoeum	Seang	Instr. Asst./SE II B	Transfer from Common	08/10/15	27	6.00	242	B14/6
Samantha	Gill	Instr. Asst./SE II B	Transfer from Orange	09/08/15	29	6.00	125	B14/1
Natalie	Cisneros	Instr. Asst./SE II B	Transfer from Pacific Dr.	08/10/15	54	6.00	504	B14/3
Euna	Lilly	Instr. Asst./SE II B	Transfer from Pacific Dr.	08/10/15	54	6.00	504	B14/1
Ruby	Paule	Instr. Asst./SE II B	Transfer from Pacific Dr.	08/10/15	54	6.00	504	B14/5
Kathy	Vogelsong	Instr. Asst./SE II B	Transfer from Sunset Lane	08/10/15	15	6.00	242	B14/6
Concepcion	Perez	Playground Sup.	Transfer from Fisler	08/10/15	27	1.75	100	B11/1
Employee	ID 2930	Food Service Asst. I	Unpaid leave of absence 8/28-9/27/15	08/28/15	90	2.00	606	B08/6
Samad	Cyrus	Instr. Asst./Rec.	Voluntary reduction of hours fr. 19.5/wk	08/21/15	60	16.0/wk	85	B11/3
Maria	Fernandez Elvira	Secretary	Working out of classification to 11/2/15	09/21/15	52	8.00	510	B21/6
Scott	Specht	Grounds Equip. Opr.	Working out of classification as needed	07/27/15	53		547	B22/6

CONSENT ITEM

**DATE:** September 29, 2015  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Craig C. Bertsch, Ed.D., Assistant Superintendent, Personnel Services  
**PREPARED BY:** Chanjira Luu, Director, Classified Personnel Services  
**SUBJECT:** APPROVE CLASSIFIED TUITION REIMBURSEMENTS

Background: Costs incurred by classified employees due to class or workshop attendance are reimbursed pursuant to contract language. Reimbursement is approved for coursework that improves employee skills or is of benefit to the District.

Teresa Barajas – Classes taken at California State University, Fullerton  
ENGL 301 – Advanced College Writing  
ENGL 341 – Children’s Literature  
Total amount payable \$331.73

Patricia Behlings – Classes taken at Golden West College  
HIST G175 – History of the U.S.  
HLED G100 – Personal Health  
Total amount payable \$421.02

Rationale: The Tuition Reimbursement Program offers an opportunity for professional growth to classified employees. Acceptable proof of incurred costs and program completion are also required and verified by Classified Personnel.

Funding: Employee reimbursements are funded from the District's Classified Employees' Tuition Reimbursement unrestricted General Fund for the 2015/2016 fiscal year. \$5,000 is a contract language mandate and is budgeted annually for such expenses.

Recommendation: Approve Classified tuition reimbursements.

CCB:CL:ph



CONSENT ITEM

**DATE:** September 29, 2015

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

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

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

**SUBJECT:** APPROVE/RATIFY INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND WESTED CENTER FOR CHILD AND FAMILY STUDIES FOR DESIRED RESULTS DEVELOPMENTAL PROFILE (DRDP)TECH TRAINING ON SEPTEMBER 12, 2015

Background: Fullerton School District operates a State Preschool Program funded through the State Department of Education Child Care and Development Division. Fullerton's State Preschool Program serves three to five-year-olds in classes at Commonwealth, Maple, Orangethorpe, Pacific Drive, Richman, Valencia Park, and Woodcrest Schools.

Rationale: DRDP (2015) is the required assessment for the State Preschool Program. Teachers will participate in the training to increase data accuracy and to use results to drive curriculum development.

Funding: Total cost not to exceed \$2,000 and is to be paid from Child Development budget #340.

Recommendation: Approve/Ratify Independent Contractor Agreement between Fullerton School District and WestEd Center for Child and Family Studies for Desired Results Developmental Profile (DRDP) Tech Training on September 12, 2015.

CCB:MC:ln  
Attachment

## 2015-2016 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and WestEd Center for Child and Family Studies, hereinafter referred to as "Contractor."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor: Contractor shall provide **DRDPtech Training, which provides preschool teachers with an online support system for the Desired Results Developmental Profile (2015) assessment instruments** (hereinafter referred to as "Services").

2. Term. Contractor shall commence providing services under this Agreement on **September 12, 2015**, and will diligently perform as required and complete performance by **September 12, 2015**.

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Two Thousand Dollars (\$2,000.00)**. Contractor shall submit a detailed invoice to District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Services for District, except as follows: **Not Applicable**.

5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of Contractor's employees as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

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

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

8. Standard for Performance. The parties acknowledge that the District, in selecting the Contractor to perform the Services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the Services required hereunder. The Contractor shall perform the Services in the manner of one who is a recognized specialist in the types of services to be performed. Time is of the essence in this Agreement. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties.

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

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available

to District. Written notice by District shall be deemed given when received by the other party, or no later than three (3) days after the day of mailing, whichever is sooner.

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

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

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

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

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

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

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

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

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

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

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

It should be expressly understood, however, that the coverage and limits referred to under a., b., and c. above shall not in any way limit the liability of the Contractor. The Contractor shall furnish the District with certificates of insurance evidencing compliance with all requirements no later than five (5) business days from execution of this Agreement and prior to commencing the Services under this Agreement. Contractor agrees to provide a thirty (30) day written notice to District of cancellation, modification, or reduction in any insurance coverage required pursuant to this section. Such certificates shall:

- (1) Indicate that the District and its Governing Board, officers, and employees have been endorsed as additional insureds under the coverages referred to under a. and b.; and
- (2) Include a provision that the coverages will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the District.

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

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

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

13.2 Tuberculosis Testing. Contractor and Contractor's employees, if any, providing Services to students shall provide evidence of appropriate tuberculosis screening

prior to the performance of the Services and provide annual certification thereafter. Contractor shall complete and submit to District any required documentation to verify compliance.

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

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

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

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

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

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

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

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

CONTRACTOR:  
**WestEd Center for Child and  
Family Studies**  
**Address – On File**  
**City, State, Zip – On File**  
**Attn: Matt Caetano**

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

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

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

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 29TH DAY OF SEPTEMBER, 2015.

FULLERTON SCHOOL DISTRICT

**West Ed Center for Child and Family  
Studies**  
**(Contractor Name)**

By:

By:

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

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

**On File**  
**Taxpayer ID Number**



CONSENT ITEM

**DATE:** September 29, 2015

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

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

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

**SUBJECT:** **APPROVE/RATIFY INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND SUREFIRE CPR FOR CPR AND FIRST AID TRAINING ON SEPTEMBER 21, 2015**

Background: The Fullerton School District After School Education and Safety (ASES) Program and TheLAB Fee-Based Before and After School Program serves approximately 1,800 children daily during the school year. Program Support Staff and Instructional Assistants/Recreation are required to maintain pediatric and adult CPR and first aid certification.

Rationale: This training meets the requirements for the CPR and first aid portion of California Title 22 and EMSA for Child Care Providers. The training includes multiple instructors per class, all of whom are professional firefighters, paramedics and EMTs, as well as adult, child and infant CPR, automated external defibrillator (AED) training, pediatric first aid training (focusing on pediatric emergencies and prevention), conscious and unconscious choking, pediatric asthma and anaphylaxis, two-year American Heart Association certification card for pediatric first aid and CPR, and one manikin per student. Fourteen Child Development Services ASES and TheLAB staff will fulfill their certification requirements with this training.

Funding: Total cost not to exceed \$1,050 and is to be paid from Child Development budgets #329 and #085.

Recommendation: Approve/Ratify Independent Contractor Agreement between Fullerton School District and SureFire CPR for CPR and First Aid Training on September 21, 2015.

CCB:MC:ln  
Attachment

## 2015-2016 INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. **Services to be provided by Contractor:** Contractor shall provide **a 6-hour pediatric and adult CPR and First Aid Training, which will provide fourteen After School Education and Safety (ASES) Program and TheLAB Fee-Based Before and After School Program support staff and instructional assistants/recreation with a two-year required certification in CPR and first aid** (hereinafter referred to as "Services").

2. **Term.** Contractor shall commence providing services under this Agreement on **September 21, 2015**, and will diligently perform as required and complete performance by **September 21, 2015**.

3. **Compensation.** District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **One Thousand Fifty Dollars (\$1,050.00)**. Contractor shall submit a detailed invoice to District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.

4. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Services for District, except as follows: **Not Applicable**.

5. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of Contractor's employees as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

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

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

8. Standard for Performance. The parties acknowledge that the District, in selecting the Contractor to perform the Services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the Services required hereunder. The Contractor shall perform the Services in the manner of one who is a recognized specialist in the types of services to be performed. Time is of the essence in this Agreement. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties.

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

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available

to District. Written notice by District shall be deemed given when received by the other party, or no later than three (3) days after the day of mailing, whichever is sooner.

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

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

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

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

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

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

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

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

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

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

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

It should be expressly understood, however, that the coverage and limits referred to under a., b., and c. above shall not in any way limit the liability of the Contractor. The Contractor shall furnish the District with certificates of insurance evidencing compliance with all requirements no later than five (5) business days from execution of this Agreement and prior to commencing the Services under this Agreement. Contractor agrees to provide a thirty (30) day written notice to District of cancellation, modification, or reduction in any insurance coverage required pursuant to this section. Such certificates shall:

- (1) Indicate that the District and its Governing Board, officers, and employees have been endorsed as additional insureds under the coverages referred to under a. and b.; and
- (2) Include a provision that the coverages will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the District.

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

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

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

13.2 Tuberculosis Testing. Contractor and Contractor's employees, if any, providing Services to students shall provide evidence of appropriate tuberculosis screening

prior to the performance of the Services and provide annual certification thereafter. Contractor shall complete and submit to District any required documentation to verify compliance.

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

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

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

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

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

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

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

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

CONTRACTOR:  
**SureFire CPR**  
**Address – On File**  
**City, State, Zip – On File**  
**Attn: Raelene Atoigue**

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

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

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

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS **29TH** DAY OF **SEPTEMBER, 2015**.

FULLERTON SCHOOL DISTRICT

**SureFire CPR**  
**(Contractor Name)**

By:

By:

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

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

**On File**  
**Taxpayer ID Number**



CONSENT ITEM

**DATE:** September 29, 2015

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

**FROM:** Emy Flores, Ed.D., Assistant Superintendent, Educational Services

**PREPARED BY:** Susan Albano, Director, Educational Services

**SUBJECT:** **APPROVE INDEPENDENT CONTRACTOR AGREEMENT WITH FULLERTON SCHOOL DISTRICT AND ACE IT! TUTORING POWERED BY SYLVAN LEARNING, (ZOGLIN, INC.) TO PROVIDE SUPPLEMENTAL SUPPORT SERVICES FROM SEPTEMBER 30, 2015 THROUGH APRIL 29, 2016**

Background: The No Child Left Behind (NCLB) Act of 2001, Section 1116(e), outlines the provisions relating to supplemental support services. Schools that fail to make Adequate Yearly Progress (AYP) for two consecutive years are identified for school improvement. Parents are given the option to choose supplemental support services for identified students who meet the criteria for these services as outlined in the law.

The Orange County Department of Education (OCDE) Legal Counsel and the Fullerton School District (FSD) Risk Services Manager have reviewed this Contractor Agreement.

Rationale: The NCLB law requires districts to enter into agreements with State approved supplemental support providers. Ace It! Tutoring Powered by Sylvan Learning, (Zoglin Inc.) is a State approved supplemental support provider. Ace It! Tutoring Powered by Sylvan Learning, (Zoglin Inc.) will provide one-to-one tutoring services to eligible students who attend Nicolas Junior High, Commonwealth, Orangethorpe, Pacific Drive, Raymond and Woodcrest Schools.

Funding: Not to exceed amount established by the California Department of Education at \$836 per qualifying student to be paid through District Title I funds.

Recommendation: Approve Independent Contractor Agreement with Fullerton School District and Ace It! Tutoring Powered by Sylvan Learning, (Zoglin Inc.) to provide supplemental support services from September 30, 2015 through April 29, 2016.

EF:SA:lc  
Attachment

## 2015-2016 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Ace It! Tutoring Powered by Sylvan Learning, (Zoglin Inc.)** hereinafter referred to as "Contractor."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor: Contractor shall provide **Supplemental educational services pursuant to 20 U.S.C. Section 6316(e) requires providers to obtain approval from the California Department of Education. Supplemental educational services shall be provided by Ace It! Tutoring Powered by Sylvan Learning, (Zoglin Inc.) CONTRACTOR will provide one-to-one tutoring services to eligible student only if a parent/guardian is present during tutoring sessions**

**No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; Section 6316(e)(3) contains the following requirements:**

(a) **Requires District to develop, in consultation with parents (and the provider chosen by parents), a statement of specific achievement goals for the student, how the student's progress will be measured (pre and post assessment results), and a timetable for improving achievement, in the case of a student with disabilities, is consistent with the student's Individualized Education Plan (IEP);**

(b) **Requires a description of how the student's parents will be regularly informed of the student's progress;**

(c) **Requires a provision for the termination of the Agreement if the provider is unable to meet the goals and timetables required;**

(d) **Requires provisions with respect to the making of payments to the provider by District;**

(e) **Prohibits the provider from disclosing to the public the identity of any**

**student eligible for, or receiving, supplemental educational services without the permission of the parent of such student.**

2. Term. Contractor shall commence providing services under this Agreement on **September 30, 2015**, and will diligently perform as required and complete performance by **April 29, 2016**.

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Eight Hundred and Thirty-six Dollars (\$836.00) as established by the California Department of Education (CDE) per qualifying student. CONTRACTOR will provide tutoring services at a rate of \$49.00 per hour for a maximum of 17 hours of tutoring. CONTRACTOR will invoice DISTRICT on a monthly basis. The final invoice must be received by DISTRICT from CONTRACTOR no later than May 4, 2016.** Contractor shall submit a detailed invoice to District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.

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

5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of Contractor's employees as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

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

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, and ideas prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by, District and shall not be copied or used in whole or in part by Contractor

without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

8. Standard for Performance. The parties acknowledge that the District, in selecting the Contractor to perform the Services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the Services required hereunder. The Contractor shall perform the Services in the manner of one who is a recognized specialist in the types of services to be performed. Time is of the essence in this Agreement. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties.

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

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than three (3) days after the day of mailing, whichever is sooner.

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

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

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

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

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

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

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

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

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

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

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

It should be expressly understood, however, that the coverage and limits referred to under a., b., and c. above shall not in any way limit the liability of the Contractor. The Contractor shall furnish the District with certificates of insurance evidencing compliance with all requirements no later than five (5) business days from execution of this Agreement and prior to commencing the Services under this Agreement. Contractor agrees to provide a thirty (30) day written notice to District of cancellation, modification, or reduction in any insurance coverage required pursuant to this section. Such certificates shall:

- (1) Indicate that the District and its Governing Board, officers, and employees have been endorsed as additional insureds under the coverages referred to under a. and b.; and
- (2) Include a provision that the coverages will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the District.

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

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

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

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

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

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

16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the Services contemplated, and may be amended only by

a written amendment executed by both parties to the Agreement.

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

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

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

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

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

CONTRACTOR:  
**Ace It! Tutoring Powered by Sylvan Learning, (Zoglin Inc.)**  
**1539 South Harbor Blvd.**  
**Fullerton, CA 92832**  
**Attn: Carli Dyer, Director**

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

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

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

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS **29th** DAY OF **SEPTEMBER 2015**.

FULLERTON SCHOOL DISTRICT

**Ace It! Tutoring Powered by Sylvan Learning  
(Zoglin Inc.)**

By:

By:

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

\_\_\_\_\_  
**Carli Dyer**  
**Director**

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



CONSENT ITEM

**DATE:** September 29, 2015

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

**FROM:** Emy Flores, Ed.D., Assistant Superintendent, Educational Services

**PREPARED BY:** Susan Albano, Director, Educational Services

**SUBJECT:** **APPROVE INDEPENDENT CONTRACTOR AGREEMENT WITH FULLERTON SCHOOL DISTRICT AND CLUB Z!, DBA TUTORING USA, INC., TO PROVIDE SUPPLEMENTAL SUPPORT SERVICES FROM SEPTEMBER 30, 2015 THROUGH APRIL 29, 2016**

Background: The No Child Left Behind (NCLB) Act of 2001, Section 1116(e), outlines the provisions relating to supplemental support services. Schools that fail to make Adequate Yearly Progress (AYP) for two consecutive years are identified for school improvement. Parents are given the option to choose supplemental support services for identified students who meet the criteria for these services as outlined in the law.

The Orange County Department of Education (OCDE) Legal Counsel and the Fullerton School District (FSD) Risk Services Manager have reviewed this Contractor Agreement.

Rationale: The NCLB law requires districts to enter into agreements with State approved supplemental support providers. Club Z!, dba Tutoring USA, Inc., is a State approved supplemental support provider. Club Z!, dba Tutoring USA, Inc., will provide one-to-one tutoring services to eligible students who attend Nicolas Junior High, Commonwealth, Orangethorpe, Pacific Drive, Raymond and Woodcrest Schools.

Funding: Not to exceed amount established by the California Department of Education at \$836 per qualifying student to be paid through District Title I funds.

Recommendation: Approve Independent Contractor Agreement with Fullerton School District and Club Z!, dba Tutoring USA, Inc., to provide supplemental support services from September 30, 2015 through April 29, 2016.

EF:SA:lc  
Attachment

## 2015-2016 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Club Z!, dba Tutoring USA, Inc.**, hereinafter referred to as "Contractor."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor: Contractor shall provide **Supplemental educational services pursuant to 20 U.S.C. Section 6316(e) requires providers to obtain approval from the California Department of Education. Supplemental educational services shall be provided by Club Z!, dba Tutoring USA, Inc. CONTRACTOR will provide one-to-one tutoring services to eligible student only if a parent/guardian is present during tutoring sessions.**

**No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; Section 6316(e)(3) contains the following requirements:**

(a) **Requires District to develop, in consultation with parents (and the provider chosen by parents), a statement of specific achievement goals for the student, how the student's progress will be measured (pre and post assessment results), and a timetable for improving achievement, in the case of a student with disabilities, is consistent with the student's Individualized Education Plan (IEP);**

(b) **Requires a description of how the student's parents will be regularly informed of the student's progress;**

(c) **Requires a provision for the termination of the Agreement if the provider is unable to meet the goals and timetables required;**

(d) **Requires provisions with respect to the making of payments to the provider by District;**

(e) **Prohibits the provider from disclosing to the public the identity of any student eligible for, or receiving, supplemental educational services without the permission of the parent of such student.**

2. Term. Contractor shall commence providing services under this Agreement on **September 30, 2015**, and will diligently perform as required and complete performance by **April 29, 2016**.

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Eight Hundred and Thirty-six Dollars (\$836.00) as established by the California Department of Education (CDE) per qualifying student. CONTRACTOR will provide tutoring services at a rate of \$55.00 per hour for a maximum of 15.2 hours of tutoring. CONTRACTOR will invoice DISTRICT on a monthly basis. The final invoice must be received by DISTRICT from CONTRACTOR no later than May 4, 2016.** Contractor shall submit a detailed invoice to District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.

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

5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of Contractor's employees as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

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

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

8. Standard for Performance. The parties acknowledge that the District, in selecting the Contractor to perform the Services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the Services required hereunder. The Contractor shall perform the Services in the manner of one who is a recognized specialist in the types of services to be performed. Time is of the essence in this Agreement. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties.

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

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than three (3) days after the day of mailing, whichever is sooner.

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

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

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property, caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage

occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

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

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

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

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

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

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

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

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

It should be expressly understood, however, that the coverage and limits referred to under a., b., and c. above shall not in any way limit the liability of the Contractor. The Contractor shall furnish the District with certificates of insurance evidencing compliance with all requirements no later than five (5) business days from execution of this Agreement and prior to commencing the Services under this Agreement. Contractor agrees to provide a thirty (30) day written notice to District of cancellation, modification, or reduction in any insurance coverage required pursuant to this section. Such certificates shall:

- (1) Indicate that the District and its Governing Board, officers, and employees have been endorsed as additional insureds under the coverages referred to under a. and b.; and
- (2) Include a provision that the coverages will be primary and will not participate

with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the District.

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:  
**Club Z!, dba Tutoring USA, Inc.**  
**8357 Petunia Way**  
**Buena Park, CA 90620**  
**Attn: Glenn P. Walker, President**

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

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

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

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

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

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

made in and shall be performed in Orange County, California.

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

THIS AGREEMENT IS ENTERED INTO THIS **29th** DAY OF **SEPTEMBER 2015**.

FULLERTON SCHOOL DISTRICT

**Club Z!, dba Tutoring USA, Inc.**

By:

By:

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

\_\_\_\_\_  
**Glenn P. Walker**  
**President**

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



CONSENT ITEM

**DATE:** September 29, 2015

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

**FROM:** Emy Flores, Ed.D., Assistant Superintendent, Educational Services

**PREPARED BY:** Susan Albano, Director, Educational Services

**SUBJECT:** **APPROVE INDEPENDENT CONTRACTOR AGREEMENT WITH FULLERTON SCHOOL DISTRICT AND PROFESSIONAL TUTORS OF AMERICA, INC., TO PROVIDE SUPPLEMENTAL SUPPORT SERVICES FROM SEPTEMBER 30, 2015 THROUGH APRIL 29, 2016**

Background: The No Child Left Behind (NCLB) Act of 2001, Section 1116(e), outlines the provisions relating to supplemental support services. Schools that fail to make Adequate Yearly Progress (AYP) for two consecutive years are identified for school improvement. Parents are given the option to choose supplemental support services for identified students who meet the criteria for these services as outlined in the law.

The Orange County Department of Education (OCDE) Legal Counsel and the Fullerton School District (FSD) Risk Services Manager have reviewed this Contractor Agreement.

Rationale: The NCLB law requires districts to enter into agreements with State approved supplemental support providers. Professional Tutors of America, Inc., is a State approved supplemental support provider. Professional Tutors of America, Inc., will provide one-to-one tutoring services to eligible students who attend Nicolas Junior High, Commonwealth, Orangethorpe, Pacific Drive, Raymond and Woodcrest Schools.

Funding: Not to exceed amount established by the California Department of Education at \$836 per qualifying student to be paid through District Title I funds.

Recommendation: Approve Independent Contractor Agreement with Fullerton School District and Professional Tutors of America, Inc., to provide supplemental support services from September 30, 2015 through April 29, 2016.

EF:SA:lc  
Attachment

## 2015-2016 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Professional Tutors of America, Inc.**, hereinafter referred to as "Contractor."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor: Contractor shall provide **Supplemental educational services pursuant to 20 U.S.C. Section 6316(e) requires providers to obtain approval from the California Department of Education. Supplemental educational services shall be provided by Professional Tutors of America, Inc. CONTRACTOR will provide one-to-one tutoring services to eligible student only if a parent/guardian is present during tutoring sessions**

**No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; Section 6316(e)(3) contains the following requirements:**

(a) **Requires District to develop, in consultation with parents (and the provider chosen by parents), a statement of specific achievement goals for the student, how the student's progress will be measured (pre and post assessment results), and a timetable for improving achievement, in the case of a student with disabilities, is consistent with the student's Individualized Education Plan (IEP);**

(b) **Requires a description of how the student's parents will be regularly informed of the student's progress;**

(c) **Requires a provision for the termination of the Agreement if the provider is unable to meet the goals and timetables required;**

(d) **Requires provisions with respect to the making of payments to the provider by District;**

(e) **Prohibits the provider from disclosing to the public the identity of any**

**student eligible for, or receiving, supplemental educational services without the permission of the parent of such student.**

2. Term. Contractor shall commence providing services under this Agreement on **September 30, 2015**, and will diligently perform as required and complete performance by **April 29, 2016**.

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Eight Hundred and Thirty-six Dollars (\$836.00) as established by the California Department of Education (CDE) per qualifying student. CONTRACTOR will provide tutoring services at a rate of \$68.00 per hour for a maximum of 12.3 hours of tutoring. CONTRACTOR will invoice DISTRICT on a monthly basis. The final invoice must be received by DISTRICT from CONTRACTOR no later than May 4, 2016.** Contractor shall submit a detailed invoice to District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.

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

5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of Contractor's employees as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

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

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, and ideas prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by, District and shall not be copied or used in whole or in part by Contractor

without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

8. Standard for Performance. The parties acknowledge that the District, in selecting the Contractor to perform the Services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the Services required hereunder. The Contractor shall perform the Services in the manner of one who is a recognized specialist in the types of services to be performed. Time is of the essence in this Agreement. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties.

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

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than three (3) days after the day of mailing, whichever is sooner.

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

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

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

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

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

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

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

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

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

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

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

It should be expressly understood, however, that the coverage and limits referred to under a., b., and c. above shall not in any way limit the liability of the Contractor. The Contractor shall furnish the District with certificates of insurance evidencing compliance with all requirements no later than five (5) business days from execution of this Agreement and prior to commencing the Services under this Agreement. Contractor agrees to provide a thirty (30) day written notice to District of cancellation, modification, or reduction in any insurance coverage required pursuant to this section. Such certificates shall:

- (1) Indicate that the District and its Governing Board, officers, and employees have been endorsed as additional insureds under the coverages referred to under a. and b.; and
- (2) Include a provision that the coverages will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the District.

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

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

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

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

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

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

16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the Services contemplated, and may be amended only by

a written amendment executed by both parties to the Agreement.

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

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

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

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

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

CONTRACTOR:  
**Professional Tutors of America, Inc.**  
**3350 E. Birch St., Suite 108**  
**Brea, CA 92821**  
**Attn: Robert Gordon, CEO**

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

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

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

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS **29th** DAY OF **SEPTEMBER 2015**.

FULLERTON SCHOOL DISTRICT

**Professional Tutors of America, Inc.**

By:

By:

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

\_\_\_\_\_  
**Robert Gordon**  
**CEO**

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



CONSENT ITEM

**DATE:** September 29, 2015  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Craig C. Bertsch, Ed.D., Assistant Superintendent, Personnel Services  
**SUBJECT:** APPROVE RESOLUTION #15/16-09 PROCLAIMING OCTOBER 11-17, 2015 WEEK OF THE SCHOOL ADMINISTRATOR IN THE FULLERTON SCHOOL DISTRICT

Background: Each year, the State of California designates one week as “Week of the School Administrator” with the intent of honoring Administrators throughout the State at the same time. This year, “Week of the School Administrator” is October 11-17, 2015.

The impact of participating in a statewide effort for the “Week of the School Administrator” enhances the celebration. The Board of Trustees initiates the District’s recognition by adopting a resolution proclaiming the week of October 11-17, 2015 as “Week of the School Administrator.”

Funding: Not applicable.

Recommendation: Approve Resolution #15/16-09 proclaiming October 11-17, 2015 as Week of the School Administrator in the Fullerton School District.

CCB:nm  
Attachment

FULLERTON SCHOOL DISTRICT  
RESOLUTION #15/16-09  
PROCLAIMING OCTOBER 11-17, 2015 AS  
“WEEK OF THE SCHOOL ADMINISTRATOR”

**WHEREAS**, Leadership Matters for California’s public education system and the more than 6 million students it serves; and

**WHEREAS**, School administrators are passionate, lifelong learners who believe in the value of quality public education, and

**WHEREAS**, The title “school administrator” is a broad term used to define many education leadership posts. Superintendents, assistant superintendents, principals, assistant principals, special education and adult education leaders, curriculum and assessment leaders, school business officials, classified educational leaders, and other school district employees are considered administrators; and

**WHEREAS**, providing quality service for student success is paramount for the profession; and

**WHEREAS**, Most school administrators began their careers as teachers. The average administrator has served in public education for more than a decade. Most of California’s superintendents have served in education for more than 20 years. Such experience is beneficial in their work to effectively and efficiently lead public educations and improve student achievement; and

**WHEREAS**, Public schools operate with lean management systems. Across the nation, public schools employ fewer managers and supervisors than most public and private sector industries including transportation, food service, manufacturing, utilities, construction, publishing and public administration; and

**WHEREAS**, School leaders depend on a network of support from school communities – fellow administrators, teachers, parents, students, businesses, community members, board trustees, colleges and universities, community and faith-based organizations, elected officials and district and county staff and resources – to promote ongoing student achievement and school success; and

**WHEREAS**, Research shows great schools are lead by great principals, and great districts are led by great superintendents. These site leaders are supported by extensive administrative networks throughout the State; and

**WHEREAS**, the State of California has declared the first full week of March as the “Week of the School Administrator” in Education Code 44015.1; and

**WHEREAS**, The future of California’s public education system depends upon the quality of its leadership;

**NOW THEREFORE BE IT RESOLVED**, by the Fullerton School District, that all school leaders be commended for the contributions they make to successful student achievement.

Signed this 29th day of September, 2015 by:

\_\_\_\_\_  
Chris Thompson, President

\_\_\_\_\_  
Lynn Thornley, Vice President

\_\_\_\_\_  
Hilda Sugarman, Clerk

\_\_\_\_\_  
Janny Meyer, Member

\_\_\_\_\_  
Beverly Berryman, Member

CONSENT ITEM

**DATE:** September 29, 2015

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

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

**SUBJECT:** APPROVE/RATIFY AGREEMENT OF LEGAL SERVICES WITH THE LAW OFFICES OF BEST, BEST & KRIEGER EFFECTIVE DURING THE 2015/2016 FISCAL YEAR

Background: The District wishes to renew its contract with the Law Office of Best Best & Krieger to continue to provide legal services on behalf of the District. In accordance with the current agreement and with the All Urban Consumer Price Index, hourly rates are adjusted annually on July 1<sup>st</sup>.

The hourly rate and services charges are as follows:

<u>Basic Services</u>	
General Counsel, Special Education, and Labor Advice	\$242 per hour
Paralegal	\$133 per hour
Clerk	\$133 per hour
<u>Litigation Services</u>	
Partners	\$283 per hour
Counsel	\$283 per hour
Senior Assoc.	\$257per hour
Junior Assoc.	\$257 per hour
Paralegal	\$155 per hour
Clerk	\$155 per hour

Rationale: The Law Offices of Best Best & Krieger will provide legal expertise on a variety of items ranging from personnel discipline to labor relations.

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

Recommendation: Approve/Ratify Agreement of legal services with the Law Offices of Best, Best & Krieger effective during the 2015/2016 fiscal year.

CCB:nm



**BEST BEST & KRIEGER**  
ATTORNEYS AT LAW

INDIAN WELLS  
(760) 568-2611

IRVINE  
(949) 263-2600

LOS ANGELES  
(213) 617-8100

ONTARIO  
(909) 989-8584

JOSEPH SANCHEZ  
(619) 525-1300  
JOSEPH.SANCHEZ@BBKLAW.COM

655 WEST BROADWAY, 15<sup>TH</sup> FLOOR, SAN DIEGO, CA 92101  
PHONE: (619) 525-1300 | FAX: (619) 233-6118 | WWW.BBKLA.W.COM

RIVERSIDE  
(951) 686-1450

SACRAMENTO  
(916) 325-4000

WALNUT CREEK  
(925) 977-3300

WASHINGTON, DC  
(202) 785-0600

September 14, 2015

**VIA E-MAIL AND U.S. MAIL**

Dr. Robert Pletka, Superintendent  
Fullerton School District  
1401 W. Valencia Drive  
Fullerton, CA 92833

Re: Engagement Letter for Legal Services.

Dear Dr. Pletka:

ABOUT OUR REPRESENTATION

Best Best & Krieger LLP is pleased to represent the Fullerton School District (“FSD”). This letter constitutes our agreement (hereafter “Agreement”) setting the terms of Best Best & Krieger LLP’s representation of FSD on all legal matters that currently exist or that might arise in the future for which FSD seeks representation by Best Best & Krieger LLP.

TERM

Our representation shall be effective until terminated. At any time, with or without cause, either party shall have the right, in their sole discretion, to terminate this Agreement by giving thirty (30) days written notice to the other party. In the event of such termination, Best Best & Krieger LLP shall be paid for all services authorized by FSD and performed up through and including the effective date of termination.

CONFIDENTIALITY AND ABSENCE OF CONFLICTS

An attorney-client relationship requires mutual trust between the client and the attorney. It is understood that communications exclusively between counsel and the client are confidential and protected by the attorney-client privilege.



Dr. Robert Pletka  
Fullerton School District  
September 14, 2015  
Page 2

**BEST BEST & KRIEGER**  
ATTORNEYS AT LAW

Of note, Best Best & Krieger uses a computerized conflict check system, which we will use to analyze for potential conflicts every specific legal matter the firm handles for FSD. We will review the parties' names, attorneys names, subject matter involved, etc., to determine if a potential conflict exists. If a conflict is discovered, appropriate action is taken as required under the Rules of Professional Conduct.

FEES AND BILLINGS

Best Best & Krieger LLP shall receive compensation for legal services rendered by attorneys under this agreement at the following rates:

- General Counsel, Special Education and Labor Advice work at a blended rate of \$242.00 per hour for attorneys. Law clerks and paralegals will be billed at \$133.00 per hour for this work.
- Litigation Matters will be billed at \$283.00 per hour for partners and of counsel attorneys, \$257.00 per hour for associate attorneys and \$155.00 for paralegals and law clerks.

Rates are subject to annual review in June of each year, with any new agreed-upon rate becoming effective on July 1. In the absence of any mutually agreeable rate increase, the rates set forth herein will be adjusted annually on July 1 of each fiscal year (beginning with July of 2016), for the increase in the cost of living as shown by the U.S. Department of Labor in its All Urban Consumers Index as set forth for the Los Angeles-Anaheim-Riverside area.

Reimbursement for costs advanced by Best Best & Krieger LLP on behalf of FSD, as well as other specific expenses, will be billed in addition to the amount billed for professional fees. These fees currently include automobile mileage for travel at the current Internal Revenue Service rate per mile, court filing fees and other court-related expenditures including court reporter and transcription fees incurred by counsel on behalf of FSD, document delivery charges, computer research, photocopy charges, postage charges and any costs of producing or reproducing photographs. Notwithstanding the above, Best Best & Krieger agrees to bill costs for mileage as if the attorney incurring the mileage originates from the firm's Irvine office. There is no separate charge for secretarial or other administrative charges. Counsel's fees include all routine word processing, secretarial and office costs associated with the provision of legal services pursuant to this Agreement.

Best Best & Krieger LLP shall submit monthly statements to FSD for all services provided and costs incurred pursuant to the terms of this Agreement. Said statements shall

Dr. Robert Pletka  
Fullerton School District  
September 14, 2015  
Page 3



**BEST BEST & KRIEGER**  
ATTORNEYS AT LAW

clearly set forth by date the nature of the work performed, the time spent on a task and the attorney/paralegal/clerk performing the task.

INSURANCE

Best Best & Krieger LLP carries errors and omissions insurance with Lloyd's of London. After a standard deductible, this insurance provides coverage beyond what is required by the State of California. We agree to notify you if this policy is cancelled or non-renewed.

CIVILITY IN LITIGATION

In litigation, courtesy is customarily honored with opposing counsel, such as extensions to file pleadings or responses to other deadlines, when good cause is provided. In our experience, the reciprocal extension of such courtesies saves our clients' time and money. By signing this letter you will be confirming your approval of this practice in your case.

HOW THIS AGREEMENT MAY BE TERMINATED

You, of course, have the right to end our services at any time. If you do so, you will be responsible for the payment of fees and costs accrued but not yet paid, plus reasonable fees and costs in transferring the case to you or your new counsel. By the same token, we reserve the right to terminate our services to you upon written notice, order of the court, or in accordance with our attached memorandum. This could happen if you fail to pay our fees and costs as agreed, fail to cooperate with us in this matter, or if we determine we cannot continue to represent you for ethical or practical concerns.

CLIENT FILE

If you do not request the return of your files, we will retain your files for five years. After five years, we may have your files destroyed. If you would like your file maintained for more than five years or returned, you must make separate arrangements with us.

THANK YOU

On a personal note, we are pleased that you have selected Best Best & Krieger LLP to represent you. Please indicate the District's agreement to the terms and conditions set forth in this letter by signing, dating, and returning this letter in the enclosed envelope. A courtesy copy is also provided for your records. We look forward to a long and valued relationship with you and appreciate your confidence in selecting us to represent you in legal matters. If

Dr. Robert Pletka  
Fullerton School District  
September 14, 2015  
Page 4



you have any questions at any time about our services or billings, please do not hesitate to call me.

Sincerely,



Joseph Sanchez  
of BEST BEST & KRIEGER LLP

JS:djg  
Enclosure(s)

AGREED AND ACCEPTED:

\_\_\_\_\_  
Robert Pletka, Superintendent

Dated: \_\_\_\_\_

CONSENT ITEM

**DATE:** September 29, 2015  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Emy Flores, Ed.D., Assistant Superintendent, Educational Services  
**SUBJECT:** APPROVE AGREEMENT WITH CAMP HIGH TRAILS FOR OUTDOOR SCIENCE SCHOOL FROM SEPTEMBER 30, 2015 THROUGH JUNE 30, 2016

Background: Camp High Trails conducts overnight Outdoor Science and Environmental Education Programs at various locations in the San Bernardino National Forest. It is requested that the Board of Trustees approve the Outdoor Science School Agreement. ASCIP and Risk Management have approved Camp High Trails. Upon receiving this approval, schools will submit Request for Overnight Field Trip forms to participate in the Camp High Trails program.

The Outdoor Science School Agreement was developed for Fullerton School District by Orange County Department of Education (OCDE) Legal Services staff to ensure a consistent agreement for schools requesting participation in independent camps such as Camp High Trails.

Raymond School has submitted a Request for Overnight Field Trip form to participate in activities at Camp High Trails. All requests and related documents are on file in the Superintendent's Office. Once the District has received approval to enter into the contract, other schools may be added to the program.

Rationale: Outdoor Science Schools, such as Camp High Trails, offer an integrated, educational program that provides standards-based learning experiences with an emphasis in science, environmental education, and social science concepts. Classroom curriculum lessons and labs will be conducted prior to the trip to prepare the students.

Funding: Each participating school conducts fundraising activities to support the event. Fundraising activities are planned so that all students may attend regardless of economic status.

Recommendation: Approve Agreement with Camp High Trails for Outdoor Science School from September 30, 2015 through June 30, 2016.

EF:nm



CONSENT ITEM

**DATE:** September 29, 2015

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

**FROM:** Emy Flores, Ed.D., Assistant Superintendent, Educational Services

**SUBJECT:** APPROVE AGREEMENT WITH THE ORANGE COUNTY COUNCIL, BOY SCOUTS OF AMERICA – DBA IRVINE RANCH OUTDOOR EDUCATION CENTER (IROEC) FOR OUTDOOR SCIENCE SCHOOL FROM SEPTEMBER 30, 2015 THROUGH JUNE 30, 2016

Background: Irvine Ranch Outdoor Education Center (IROEC) conducts an overnight Outdoor Science and Environmental Education program at its location in Orange, and is accessible through Irvine Regional Park. It is requested that the Board of Trustees approve the Outdoor Science School Agreement. ASCIP and Risk Management have approved Irvine Ranch Outdoor Education Center. Upon receiving this approval, schools will submit Request for Overnight Field Trip forms to participate in the IROEC program.

The Outdoor Science School Agreement was developed for the Fullerton School District by Orange County Department of Education Legal Services staff to ensure a consistent agreement for schools requesting participation in independent camps such as IROEC.

Beechwood, Commonwealth, Laguna Road, Maple, and Rolling Hills Schools have submitted a Request for Overnight Field Trip form to participate in activities at IROEC. All requests and related documents are on file in the Superintendent's Office. Once the District has received approval to enter into the contract, other schools may be added to the program.

Rationale: Outdoor Science Schools, such as IROEC, offer an integrated, educational program that provides standards-based learning experiences with an emphasis in science, environmental education and social science concepts. Classroom curriculum lessons and labs will be conducted prior to the trip to prepare the students.

Funding: Each participating school conducts fundraising activities to support the event. Fundraising activities are planned so that all students may attend regardless of economic status.

Recommendation: Approve Agreement with the Orange County Council, Boy Scouts of America – DBA Irvine Ranch Outdoor Education Center (IROEC) for Outdoor Science School from September 30, 2015 through June 30, 2016.

EF:nm

CONSENT ITEM

**DATE:** September 29, 2015

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

**FROM:** Emy Flores, Ed.D., Assistant Superintendent, Educational Services

**SUBJECT:** APPROVE AGREEMENT WITH THE OCEAN INSTITUTE FOR OUTDOOR SCIENCE SCHOOL FROM SEPTEMBER 30, 2015 THROUGH JUNE 30, 2016

Background:

The Ocean Institute conducts overnight Outdoor Science and Environmental Education Programs at sites in Orange County including the Lazy W Ranch in San Juan Capistrano, the *Pilgrim* and *Spirit of Dana Point* Tall Ships, the *Research Vessel Sea Explorer* and the Ocean Institute classroom facility in Dana Point. It is requested that the Board of Trustees approve the Outdoor Science School Agreement. ASCIP and Risk Management have approved the Ocean Institute. Upon receiving this approval, schools will submit Request for Overnight Field Trip forms to participate in the Ocean Institute program.

The Outdoor Science School Agreement was developed for Fullerton School District by Orange County Department of Education (OCDE) Legal Services staff to ensure a consistent agreement for schools requesting participation in independent camps such as the Ocean Institute.

Hermosa Drive and Orangethorpe Schools have submitted a Request for Overnight Field Trip form to participate in activities at Ocean Institute. All requests and related documents are on file in the Superintendent's Office. Once the District has received approval to enter into the contract, other schools may be added to the program.

Rationale:

Outdoor Science Schools, such as the Ocean Institute, offer an integrated, educational program that provides standards-based learning experiences with an emphasis in science, environmental education and social science concepts. Classroom curriculum lessons and labs will be conducted prior to the trip to prepare the students.

Funding:

Each participating school conducts fundraising activities to support the event. Fundraising activities are planned so that all students may attend regardless of economic status.

Recommendation:

Approve Agreement with the Ocean Institute for Outdoor Science School from September 30, 2015 through June 30, 2016.

EF:nm

CONSENT ITEM

**DATE:** September 29, 2015  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Emy Flores, Ed.D., Assistant Superintendent, Educational Services  
**SUBJECT:** APPROVE AGREEMENT WITH PATHFINDER RANCH FOR OUTDOOR SCIENCE SCHOOL FROM SEPTEMBER 30, 2015 THROUGH JUNE 30, 2016

Background: Pathfinder Ranch conducts an overnight Outdoor Science and Environmental Education program at its location in the San Bernardino National Forest. It is requested that the Board of Trustees approve the Outdoor Science School Agreement. Pathfinder Ranch has been approved by ASCIP and Risk Management.

The Outdoor Science School Agreement was developed for the Fullerton School District by Orange County Department of Education Legal Services staff to ensure a consistent agreement for schools requesting participation in independent camps such as Pathfinder Ranch.

Valencia Park School has submitted a Request for Overnight Field Trip form to participate in activities at Pathfinder Ranch. All requests and related documents are on file in the Superintendent's Office. Once the District has received approval to enter into the contract, other schools may be added to the program.

Rationale: Outdoor Science Schools, such as Pathfinder Ranch, offer an integrated, educational program that provides standards-based learning experiences in science, environmental education and social science concepts. Classroom curriculum lessons and labs will be conducted prior to the trip to prepare the students.

Funding: Each participating school conducts fundraising activities to support the event. Fundraising activities are planned so that all students may attend regardless of economic status.

Recommendation: Approve Agreement with Pathfinder Ranch for Outdoor Science School from September 30, 2015 through June 30, 2016.

EF:nm

CONSENT ITEM

**DATE:** September 29, 2015

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

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

**PREPARED BY:** Robin Gilligan, Director, Student Support Services

**SUBJECT:** **APPROVE/RATIFY INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND DAYLE MCINTOSH CENTER FOR SIGN LANGUAGE INTERPRETER SERVICE FROM SEPTEMBER 1, 2015 THROUGH JUNE 30, 2016**

Background: Independent contractors are occasionally utilized to provide specific services that the District determines are necessary to meet student needs and are usually a result of Due Process cases.

Rationale: Specific services are often not available within the District or Nonpublic Agency and, as such, these providers are used on a limited basis.

Funding: Total cost of this contract is to be in the amount of the Individual Contractor Agreements and is to be paid from the Unrestricted General Fund.

Recommendation: Approve/Ratify Independent Contractor Agreement between Fullerton School District and Dayle McIntosh Center for sign language interpreter service from September 1, 2015 through June 30, 2016.

EF:RG:vm  
Attachment

## 2015-2016 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **DAYLE MCINTOSH CENTER**, hereinafter referred to as "Contractor."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor: **Provide sign language interpreting services for special education students** in the District, hereinafter referred to as "Services".
2. Term. Contractor shall commence providing services under this Agreement on **September 1, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.
3. Compensation. **District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Two Thousand Dollars (\$2,000). Payment shall be made at the rate of Sixty Four dollars (\$64) per hour, and Eighty Five dollars (\$85) per hour for all hours worked before 7:00am or after 7:00pm, requests with less than three business days prior notification, requests of legal nature, services to deaf/blind individuals, (\$120) per hour for requests with less than 24-hours notice, with a two hour minimum for all services.** Contractor shall submit a detailed invoice to District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Services for District, except as follows: **N/A**.
5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts

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

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

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

8. Standard for Performance. The parties acknowledge that the District, in selecting the Contractor to perform the Services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the Services required hereunder. The Contractor shall perform the Services in the manner of one who is a recognized specialist in the types of services to be performed. Time is of the essence in this Agreement. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties.

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

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease

and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than three (3) days after the day of mailing, whichever is sooner.

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

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

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

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

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

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

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

The policy may not contain an exclusion for coverage of claims arising from claims for sexual

molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$1,000,000.00 for each occurrence.

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

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

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

It should be expressly understood, however, that the coverage and limits referred to under a., b., and c. above shall not in any way limit the liability of the Contractor. The Contractor shall furnish the District with certificates of insurance evidencing compliance with all requirements no later than five (5) business days from execution of this Agreement and prior to commencing the Services under this Agreement. Contractor agrees to provide a thirty (30) day written notice to District of cancellation, modification, or reduction in any insurance coverage required pursuant to this section. Such certificates shall:

- (1) Indicate that the District and its Governing Board, officers, and employees have been endorsed as additional insureds under the coverages referred to under a. and b.; and
- (2) Include a provision that the coverages will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the District.

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

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

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



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

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

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

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

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

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

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

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

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

CONTRACTOR:  
Dayle McIntosh Center  
24031 El Toro Road, Suite 320  
Laguna Hills, CA 92653  
Attn: Brittany Hepler

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

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

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

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 29th DAY OF SEPTEMBER 2015.

FULLERTON SCHOOL DISTRICT

DAYLE MCINTOSH CENTER

By:

By:

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

\_\_\_\_\_  
Brittany Hepler  
Operations Manager

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

CONSENT ITEM

**DATE:** September 29, 2015

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

**FROM:** Emy Flores, Ed.D., Assistant Superintendent, Educational Services

**PREPARED BY:** Robin Gilligan, Director, Student Support Services

**SUBJECT:** **APPROVE/RATIFY MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN FULLERTON SCHOOL DISTRICT AND ANAHEIM UNION HIGH SCHOOL DISTRICT FOR SPECIAL EDUCATION PROGRAMS AND SERVICES EFFECTIVE AUGUST 12, 2015 THROUGH JUNE 30, 2016**

Background: Anaheim Union High School District may provide for the education of individual students in special education programs who reside in other Special Education Local Plan Areas (SELPA). Anaheim Union High School District operates programs for Deaf and Hard of Hearing (DHH) students who qualify as individuals with exceptional needs requiring intensive educational services under the Individuals with Disabilities Act (IDEA).

Rationale: School districts on occasion do not have programs to serve students who require intensive educational services. Programs for the profoundly delayed or profoundly behaviorally challenged students may be recommended for placement in an alternative program.

Funding: Total cost of contract is not to exceed \$60,000 and is to be paid from the Unrestricted General Fund.

Recommendation: Approve/Ratify Memorandum of Understanding (MOU) between Fullerton School District and Anaheim Union High School District for special education programs and services effective August 12, 2015 through June 30, 2016.

EF:RG:vm  
Attachment

MEMORANDUM of UNDERSTANDING BETWEEN  
ANAHEIM UNION HIGH SCHOOL DISTRICT  
AND  
FULLERTON SCHOOL DISTRICT

WHEREAS, Education Code sections 56195 et seq. authorize school districts to provide special education services to students in other districts by organizing Special Education Local Plan Areas (SELPAs) and by developing local plans;

WHEREAS, these statutory provisions authorize school districts to provide for a governing structure and any necessary administrative support to implement the local plans, including a system for determining the responsibility of participating agencies for the education of each special education student;

WHEREAS, Education Code section 56195.5 authorizes districts and SELPAs to enter into contracts between school districts to provide for the education of special education students who may reside in other districts;

NOW, THEREFORE, it is hereby agreed by and between the Anaheim Union High School District (hereinafter referred to as the "Provider District") and the Fullerton School District (hereinafter referred to as the "Sending District") as follows:

1. Basis of Agreement

Pursuant to the authority established in Education Code sections 56195, 56195.1, 56195.3 and 56195.5, the Provider District may provide for the education of individual pupils in special education programs who reside in other districts or counties. Education Code section 46600 shall apply to interdistrict attendance agreements for programs conducted pursuant to this part.

2. Term of Agreement

This Agreement is effective for the period beginning 8/12/15 through 6/30/16.

3. Acknowledgment

It is acknowledged that, in accordance with Part 30 of the Education Code, Chapter 7.2, the California State funding formula for special education programs, services and administration generates an entitlement based on the average daily attendance of pupils in the local education agencies that comprise a SELPA.

4. Scope

The Provider shall conduct special education program and services for those eligible pupils of the Sending District referred by their Individual Education Program (IEP) Teams when it is jointly determined by the Sending District and the Provider District that the pupils' educational needs as specified in the IEP can be appropriately met by the programs operated by the Provider District. The Provider District shall maintain and provide special education programs for Sending District pupils during the 2013 and 2014 school years within the administrative parameters established by the Provider District's SELPA. Class size ranges and student-adult ratios shall be maintained in a manner which allows the Provider District to meet the programmatic, health and safety needs of the pupils.

5. Annual and Triennial Reviews

The Sending District shall be notified of annual reviews and may provide a representative who will participate in the development of the IEP. For initial placement, triennial review, or a change in services specified on the current IEP, a Sending District representative who is authorized to approve or disapprove the allocation of specified Sending District resources necessary for the implementation of the IEP shall attend the IEP Meeting.

6. Pupil Count

A count shall be taken of the number of pupils enrolled in the programs as of the first day of each calendar month, August through June. A pupil shall be counted as "enrolled" on the first day of attendance in the program or fourteen (14) days after the IEP Team has met and an approved IEP has been executed for the educational placement in the Special Schools Program, whichever occurs sooner. Pupils continuing in the programs from the previous school year shall be counted as "enrolled" on the first school day in September unless written notification of withdrawal is received from either the parent or Sending District. If a continuing pupil has not attended school by the eleventh day of the first school month, the Provider District shall notify the Sending District and a determination shall be made regarding continuing enrollment.

7. Definitions

a. "District Provided Programs" are the special education classes and support services operated by Provider District on behalf of SELPAs and districts in Orange County for special education students residing in their SELPA and district.

b. "Special Education Program Income" shall be defined as the sum of all State and Federal funds generated by or on behalf of pupils transferred to programs operated by the Provider District under this Agreement.

c. "Special Education Program Expenditures" shall include Direct Costs, Direct Support Costs and Indirect Cost of Special Schools Programs.

d. "Average Cost Per Pupil" shall refer to the Special Education Program Expenditures attributable to the program divided by the average number of pupils enrolled during the year.

e. "Average Number of Pupils" shall refer to the total of the number of pupils counted on the first school day of each calendar month divided by the number of calendar months in the period specified.

8. Funding

In consideration of the enrollment of pupils in special education programs conducted by the Provider District, the SELPA and/or the Sending District transferring pupils to the programs operated by the Provider District agree to pay the Provider District the cost of services based on the schedule attached hereto as Exhibit A.

9. Transportation

The Sending District transporting pupils to the Provider District shall ensure that buses arrive at the school site with sufficient time to unload students prior to the beginning of the instructional day and to load them at the end of the instructional day. Delays requiring either overtime supervision or causing portions of the instructional program to be missed and subsequently made up may result in charges to the Sending District for additional costs incurred by the Provider District.

10. Final Accounting

A final accounting accompanied by completed forms and invoices with appropriate supporting documentation will be sent by the Provider District to Sending District by October 15 of the following year. Corrections to prior year Special Education Program costs resulting from adjustments to income or expenditure calculations shall be credited or billed to the Sending District affected by the correction or adjustments.

11. Projected Enrollment

In order to assist the Provider District in planning for both housing and staffing needs for the programs, Sending District shall submit to the Provider District, in writing, on or before February 15 of each year, the projected number of pupils expected to be transferred to the programs for special education and support services in the following school year. Absent a projection, the number of Sending District pupils reported in the current year December 1 Federal Pupil Count shall be used for staffing and budget planning for the following school year.

12. Program Cost

On or before fifteen days after the release of the May revise each year, the Provider District shall compute the projected Special Education Program Income and Special Education Program Expenditures for the following year with an Average Cost per Pupil for pupils enrolled in Special Schools Programs based on the Projected Enrollment data, and provide it to Sending District's Special Education Department and Business Services Department.

13. No Waiver

The failure of the Provider District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

14. Hold Harmless

To the extent permitted by law, and except for the acts or omissions or employees, agents and officers of the Sending District, the Provider District hereby agrees to hold harmless, indemnify and defend the Sending District and its officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the Provider District's performance of services during the term of this Agreement.

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of Provider District, the Sending District hereby agrees to hold harmless, indemnify and defend Provider District and its governing board and their officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising directly or indirectly from or connected with the performance of services other than for operations of Provider District during the term of this Agreement.

15. Complete Agreement

This Agreement is the complete Agreement of the parties. Any amendments hereto shall be in writing and shall be dated and executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

APPROVED BY:

Anaheim Union High School District  
PROVIDER DISTRICT

Fullerton School District  
SENDING DISTRICT

BY: \_\_\_\_\_  
(Authorized Agent Signature)

BY: \_\_\_\_\_  
(Authorized Agent Signature)

Manuel Colón, Assistant Superintendent  
(Print Name)

Dr. Robert Pletka, Superintendent  
(Print Name)

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

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

BOARD APPROVAL: \_\_\_\_\_

BOARD APPROVAL: \_\_\_\_\_

CWN  
SPECIAL ED MOU  
3-06 (10/09)  
cc: SELPA



**GREATER ANAHEIM SELPA**

7300 La Palma Ave., Bldg. 6, Buena Park, CA 90620

INTRA-SELPA

INTER-SELPA

**AGREEMENT**

(To be completed by District of Attendance, Special Education Director upon completion of IEP Team recommendation)

School Year 2015 - 2016

**Effective Dates**

Beginning 8/12/15 Ending 6/30/15

(Agreement can not overlap fiscal years)

Information listed below summarizes the attached Greater Anaheim INTRA/INTER SELPA MOU.

- 1. Student Name: \_\_\_\_\_ 2. DOB: \_\_\_\_\_
- 3. Address: \_\_\_\_\_  
\_\_\_\_\_
- 4. IEP Placement Meeting Date: \_\_\_\_\_
- 5. District of Residence: Fullerton School District SELPA North Orange County
- 6. School of Attendance: Hope High School
- 7. District of Attendance: Anaheim Union High School District SELPA Greater Anaheim
- 8. Program/Placement: SH
- 9. Student's Eligibility: 210-ID, 230-Deaf

10. **Estimated costs to be paid by District of Residence based on prior year per pupil cost**

\$ 40,000.00

- 11. Transportation provided by:
 

District of Attendance	<input type="checkbox"/>
District of Residence	<input checked="" type="checkbox"/>
Parent/Guardian	<input type="checkbox"/>
Other	<input type="checkbox"/>

NOTE: District of Residence will be responsible for all transportation costs

- 12. Additional Billable Services:
 

Aide Support	<input type="checkbox"/>
Health Aide	<input type="checkbox"/>
Other	<u>Sign language interpreter</u>

NOTE: District of Residence will be responsible for Additional Billable Services actual costs

- 13. Comments: Sign Language interpreter services, speech and language  
(30 mins x 25, 15 mins x 50)

NOTE: After the student is enrolled, if an additional aide, specialized equipment, and/or additional services are deemed necessary, pursuant to his/her IEP (with representative from District of Residence), the sending District shall provide additional funding for the costs of these services and this agreement shall be amended as needed.

This agreement will expire at the end of the fiscal/school year and must be renewed on an annual basis.

Signature signifies acceptance of conditions of this agreement as noted above:

District of Residence \_\_\_\_\_ Date \_\_\_\_\_

District of Attendance \_\_\_\_\_ Date \_\_\_\_\_

\*\*\* This document works in conjunction with the Greater Anaheim INTRA/INTER SELPA MOU \*\*\*

CONSENT ITEM

**DATE:** September 29, 2015  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Emy Flores, Ed.D., Assistant Superintendent, Educational Services  
**PREPARED BY:** Robin Gilligan, Director, Student Support Services  
**SUBJECT:** APPROVE/RATIFY ADDENDUM BETWEEN FULLERTON SCHOOL DISTRICT AND CUSTOMIZED VISION CARE, FOR CONTRACT COST ADJUSTMENTS FOR THE 2015/2016 SCHOOL YEAR

Background: Board approval was granted on June 23, 2015 for the contract with Customized Vision Care. Customized Vision Care has made the following rate increase for the 2015/2016 school year.

Rate information is as follows:

Assessment	\$425
------------	-------

Rationale: Specific services are often not available within the District or Nonpublic Agency and, as such, these providers are used on a limited basis.

Funding: Total cost of this contract is to be in the amount of the individual service agreement and is to be paid from the Unrestricted General Fund.

Recommendation: Approve/Ratify Addendum between Fullerton School District and Customized Vision Care, for contract cost adjustments for the 2015/2016 school year.

EF:RG:vm  
Attachment

ADDENDUM #1

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN  
THE FULLERTON SCHOOL DISTRICT AND CUSTOMIZED VISION CARE

This addendum is to increase the rate originally agreed upon and Board approved on June 23, 2015 (Item #1u). Rate increased per Customized Vision Care.

**Original contract rate:**

Assessment                      \$325

**Requested rate:**              \$425

Budget: Student Support Services Fund (710)

\_\_\_\_\_  
Robert Pletka, Superintendent  
Fullerton School District

\_\_\_\_\_  
Date

CUSTOMIZED VISION CARE

September 29, 2015

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Date

Prepared by: \_\_\_\_\_  
Robin Gilligan

CONSENT ITEM

**DATE:** September 29, 2015

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

**FROM:** Emy Flores, Ed.D., Assistant Superintendent, Educational Services

**PREPARED BY:** Susan Albano, Director, Educational Services

**SUBJECT:** **APPROVE/RATIFY ADDENDUM BETWEEN FULLERTON SCHOOL DISTRICT AND LINDAMOOD-BELL (LMB) LEARNING PROCESSES TO PROVIDE PROFESSIONAL DEVELOPMENT TO TEACHERS AND ADMINISTRATORS FOR 2015/2016**

Background: Board approval was granted on June 23, 2015 for the contract with Lindamood-Bell Learning Processes (LMB). LMB is a research-based program that is widely known for their specialization in professional development for teachers and educators in the field of teaching spelling, reading comprehension, oral language comprehension, oral language expression, written language skills and learning management. LMB conducted additional training sessions on September 15 and September 16 for District staff on the Seeing Stars program.

Rationale: Teachers and administrators will benefit from this program that utilizes research-based instructional strategies with effective and timely feedback. Professional development and coaching for teachers will enhance their understanding of developmental reading skills that will have a direct impact on student learning.

Funding: Cost not to exceed an additional \$10,250 for Professional Development to be paid from the Unrestricted General Fund.

Recommendation: Approve/Ratify Addendum between Fullerton School District and Lindamood-Bell (LMB) Learning Processes to provide professional development to teachers and administrators for 2015/2016.

EF:SA:lc  
Attachment

## FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement (“First Amendment”) is made and effective as of the date last written below, by and between Lindamood-Bell Learning Processes, Inc., a California corporation (“LBLP”), and the Fullerton School District (the “District”). This Addendum references the Agreement between LBLP and the District dated June 23, 2015 (“the Agreement”).

1. The parties agree that the schedules of the Agreement shall be amended. The parties agree that the language in Schedules 1 and 5 of the Agreement shall be amended to accommodate the changes in schedules.

1.1 The language in Schedule 1 of the Agreement is hereby amended by adding the following:

- “Two (2) days in the Seeing Stars® professional development workshop tentatively scheduled for September 15 – 16, 2015 for up to 20 workshop participants.”

1.3 The language in Schedule 5 of the Agreement is hereby amended by adding the following:

“The additional fee to the District is \$10,250.00. The total fee to the District is \$124,250.00, plus any applicable taxes. The District will provide additional payment according to the following schedule:

September 15, 2015—\$10,250.00

2. The language in Section 3 of the Agreement is hereby amended as follows:

“3. Consideration. For and in consideration of services to be provided to the District by LBLP pursuant to this Agreement, LBLP shall receive compensation from the District in the total amount of One Hundred Twenty Four Thousand Two Hundred Fifty Dollars (\$124,250.00). This compensation does not include program materials (as listed in Section 4 of this agreement) or any supplemental materials, and it does not include additional services not outlined in this Agreement; if additional services are required or requested, they will be contracted for separately. This compensation shall be due LBLP and shall be paid in the amounts and on the dates specified in Schedule 5. All sums due LBLP pursuant to this Agreement shall be paid by business check sent via U.S. mail. Interest will accrue on the unpaid portion of each payment beginning thirty (30) days after payment due date at the rate of eight percent (8%) per annum. If action is instituted to collect payments per the terms of this Agreement, the District agrees to pay any and all collection costs including attorneys’ fees, collection fees and other costs of enforcement.”

3. All other terms and conditions of the original Agreement remain as originally agreed.

Approved this 29th day of September, 2015.

“District”

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

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

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

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

“LBLP”

By: \_\_\_\_\_ for Lindamood-Bell Learning Processes

Name: Alison Bell

Title: President

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

CONSENT ITEM

**DATE:** September 29, 2015

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

**FROM:** Emy Flores, Ed.D., Assistant Superintendent, Educational Services

**PREPARED BY:** Robin Gilligan, Director, Student Support Services

**SUBJECT:** **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND MARSHALL B. KETCHUM UNIVERSITY, FOR VISION SERVICES EFFECTIVE SEPTEMBER 30, 2015 THROUGH JUNE 30, 2016**

Background: Independent contractors are occasionally utilized to provide specialized services that the District determines are necessary to meet student needs.

Rationale: Specific services are often not available within the District or Nonpublic Agency and, as such, these providers are used on a limited basis.

Funding: Total cost of this contract is not to exceed \$5,000 and is to be paid from the Unrestricted General Fund.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Marshall B. Ketchum University, for vision services effective September 30, 2015 through June 30, 2016.

EF:DS:vm  
Attachments

## 2015-2016 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Marshall B. Ketchum University**, hereinafter referred to as "Contractor."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor: Provide vision services **for special education students in the District**, hereinafter referred to as "Services".

2. Term. Contractor shall commence providing services under this Agreement on **September 30, 2015** and will diligently perform as required and complete performance by **June 30, 2016**.

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Five Thousand dollars (\$5,000). Payment shall be made at the rate of Seventy One dollars (\$71) per hour for Comprehensive Eye Exam, Seventy dollars (\$70) for Visual Efficiency Exam, Two Hundred Ten dollars (\$210) per Visual Information Processing Exam, Fifty dollars (\$50) per Dyslexia Exam, Seventy Five dollars (\$75) per Vision Therapy visit, Thirty dollars (\$30) per Missed Vision Therapy Session, Seventy Five dollars (\$75) per hour for Telephone Consult with Doctor, Two Hundred Thirty Four dollars and Eighty cents (\$234.80) per Strabismus/Amblyopia Exam, One Hundred Thirty Nine dollars and Eighty cents (\$139.80) per Aniseikonia Evaluation, One Hundred dollars (\$100) per hour per Medical Record Review, One Hundred Fifty dollars (\$150) per Additional Report prepared by Doctor, Twenty Five dollars (\$25) per General Equipment rental, and One Hundred Fifty dollars (\$150) per Computer Equipment rental. Contractor shall submit a detailed invoice to District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.

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



5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of Contractor's employees as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

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

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

8. Standard for Performance. The parties acknowledge that the District, in selecting the Contractor to perform the Services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the Services required hereunder. The Contractor shall perform the Services in the manner of one who is a recognized specialist in the types of services to be performed. Time is of the essence in this Agreement. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties.

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

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor;

(b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than three (3) days after the day of mailing, whichever is sooner.

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

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

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

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

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

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

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

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

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

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

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

It should be expressly understood, however, that the coverage and limits referred to under a., b., and c. above shall not in any way limit the liability of the Contractor. The Contractor shall furnish the District with certificates of insurance evidencing compliance with all requirements no later than five (5) business days from execution of this Agreement and prior to commencing the Services under this Agreement. Contractor agrees to provide a thirty (30) day written notice to District of cancellation, modification, or reduction in any insurance coverage required pursuant to this section. Such certificates shall:

- (1) Indicate that the District and its Governing Board, officers, and employees have been endorsed as additional insureds under the coverages referred to under a. and b.; and
- (2) Include a provision that the coverages will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the District.

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:  
Marshall B. Ketchum University  
2575 Yorba Linda Blvd  
Fullerton, CA 92831-1699  
Attn: Michele Whitecavage

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

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

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

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 30<sup>TH</sup> DAY OF SEPTEMBER 2015.

FULLERTON SCHOOL DISTRICT

MARSHALL B. KETCHUM UNIVERSITY

By:

By:

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

\_\_\_\_\_  
John Nishimoto  
Senior Associate Dean for Clinical Affairs

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

CONSENT ITEM

**DATE:** September 29, 2015

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

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

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

**SUBJECT:** **ADOPT RESOLUTIONS #15/16-B006 THROUGH #15/16-B009 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

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

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

Funding: Not applicable.

Recommendation: Adopt Resolutions #15/16-B006 through #15/16-B009 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

SH:MG:gs  
Attachment

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$119,770 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

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

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8560	State Lottery Revenue	\$102,598
8699	All Other Local Revenue	17,172
		<u>\$119,770</u>

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$90,688
2000	Classified Salaries	37,500
3000	Employee Benefits	30,290
4000	Books and Supplies	-99,464
5000	Services & Other Operating Expenses	100,756
6000	Capital Outlay	-40,000
	Total:	<u>\$119,770</u>

Explanation: This Resolution reflects an increase to revenue for State Lottery, a donation from St. Joseph's Health, and adjustments to projected expenditures in the unrestricted General Fund.

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

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

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



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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$506,079 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

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

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8290	All Other Federal Revenue	\$368,541
8560	State Lottery Revenue	95,873
8590	All Other State Revenue	-9,996
8699	All Other Local Revenue	51,661
		<u>\$506,079</u>

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$43,243
2000	Classified Salaries	31,165
3000	Employee Benefits	-3,247
4000	Books and Supplies	13,114
5000	Services & Other Operating Expenses	416,988
7000	Other Outgo	4,816
	Total:	<u>\$506,079</u>

Explanation: This Resolution reflects an increase to revenue and expenditures for Title I, Prop 20 Lottery, Title III Limited English, California Math and Science Partnership (CaMSP), Early Learning programs, and various school site donations. It also includes decreases to Title III Immigrant Education, Title II Teacher Quality, and After School Education Safety (ASES) programs, as well as adjustments to projected expenditures in the restricted General Fund.

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

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

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

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$487,050 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

**CHILD DEVELOPMENT FUND 12**

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
8290	All Other Federal Revenue	\$3,804
8590	All Other State Revenue	483,246
Total:		\$487,050

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$35,000
2000	Classified Salaries	8,000
3000	Employee Benefits	8,657
4000	Books and Supplies	405,847
5000	Services & Other Operating Expenses	7,771
7000	Other Outgo	21,775
Total:		\$487,050

Explanation: This Resolution reflects an increase to revenue and expenditures for State and Federal funded preschool programs, the new Quality Rating and Improvement Systems (QRIS) grant, and adjustments to projected expenditures in the Child Development Fund.

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

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

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

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

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

**DEFERRED MAINTENANCE FUND 14**

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
4000	Books and Supplies	-\$3,000
5000	Services & Other Operating Expenses	3,000
	Total:	\$0

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

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

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

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

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

CONSENT ITEM

**DATE:** September 29, 2015

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

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

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

**SUBJECT:** **DECLARE LISTED ITEMS AS SURPLUS, NOT SUITABLE FOR SCHOOL PURPOSES, AND AUTHORIZE DISTRICT STAFF TO DISPOSE OF ITEMS AT A PUBLIC AUCTION OR BY OTHER MEANS AS ALLOWED IN EDUCATION CODE SECTIONS 17545-17555**

Background: Over a period of time, the various sites accumulate instructional materials, supplies, and equipment which have become obsolete, unserviceable, unrepairable, or otherwise not suitable for school use. Some of these items may be salvaged or sold, thus providing the District with some recovery of residual value.

The Business Services Department is requesting that obsolete items which have been collected from District sites be declared as surplus property and “not suitable for school purposes.” These surplus items were collected from all sites at the direction of site managers. All items have been made available to District employees to claim for school use prior to holding a public auction. The remaining items are designated as “not suitable for school purposes” and offered for sale. For those items that do not sell, the Assistant Superintendent of Business Services requests Board authorization to declare the property is of insufficient value to defray the costs of arranging for another sale and to dispose of said property by other means as allowed by Education Code sections 17545-17555.

Rationale: The surplus holding areas are at capacity and need to be cleared.

Funding: Not applicable.

Recommendation: Declare listed items as surplus, not suitable for school purposes, and authorize District staff to dispose of items at a public auction or by other means as allowed in Education Code sections 17545-17555.

SH:RM:gs  
Attachment

<u>ITEM</u>	<u>TOTAL</u>
Bookcases-Wood/Metal	4
Bookshelf	5
Cabinets-Metal & Wood	9
Camcorders-Variou	1
Cameras-Variou	6
Carts-A/V	2
Carts, Charging	1
Cart - ipod	1
Carts, Overhead Projector	1
Carts, Miscellaneous	6
Chairs, Folding	70
Chairs, Various	21
Computers, Alpha Smart	1
Computers, Tower/cpu only	1
Computers-Desktop/lmac/Emac	97
Computers-Laptop/ibook.	85
Computers- Collection of Misc Parts	50
Credenza	2
Desks, Computer	1
Desks, Student-Single	46
Desks, Student-Double	3
Desks, Teacher/Other	8
Desk, overhead section	1
Door	1
Drives, Floppy/Zip	3
Fax Machines	1
Headphones, Various	18
Keyboards/Mice-Computer	26
Mail Sorter	1
Mat	1
Microwave, some w/Cart	2
Misc Computer Components	2
Monitors-Computer	17
Piano	1
Printers	3
Projectors, LCD	6
Projectors, Overhead some w/cart	2
Promethian active expression devices	1
Radios	1
Refrigerator	2
Remotes	7
Screen, Projection	1
Scanners	2
Screens, Projection	6
Shelves, Metal/Wood/Plastic	6
Sink	1

<u>ITEM</u>	<u>TOTAL</u>
Speakers	3
Stereos/Speakers/Mixers	3
Table, Rectangular, Wood/Metal	37
Telephone	6
Truck (Vehicle)	3
TV's	23
TV, Brackets/Mounts	16
Typewriter	1
VCRs/DVR's	28
Total Surplus	<u><u>653</u></u>

CONSENT ITEM

**DATE:** September 29, 2015

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

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

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

**SUBJECT:** **APPROVE/RATIFY CONTRACT WITH DEMSEY FILLIGER & ASSOCIATES TO CONDUCT A RETIREE BENEFITS STUDY IN ACCORDANCE WITH GASB 45**

Background: The District provides medical, dental, and vision benefits to certain retirees and their dependents who meet eligibility requirements as defined in the District's employee association contracts and Board policy. Governmental Accounting Standards Board (GASB) Statement No. 45 requires that the District calculate and record the estimated long-term liability related to these future benefits. The Statement requires that the District have an actuarial study performed at least once every two years to determine the liability. The District's last study was conducted as of July 1, 2013.

Rationale: GASB 45 requires that the District conduct an actuarial study at least once every two years to determine its liability for future retiree benefits. District knowledge of the current projected unfunded liability will provide information to plan for future funding needs and manage future obligations and plan benefits.

Funding: Cost is not to exceed \$4,500 from the General Fund.

Recommendation: Approve/Ratify contract with Demsey Filliger & Associates to conduct a retiree benefits study in accordance with GASB 45.

SH:RG:gs  
Attachment



August 27, 2015

Ms. Susan Cross Hume, CPA, CIA  
Assistant Superintendent of Business Services  
Fullerton School District  
1401 West Valencia Drive  
Fullerton, CA 92833

Re: GASB 45 Valuation for Fullerton School District (“District”)

Dear Ms. Hume:

Thank you very much for your request that we submit a proposal to provide actuarial services to the District. This letter is in response to your request.

**Background**

The District provides postretirement health coverage on behalf of its eligible retirees. The District had 988 active employees and 123 retirees included in the 2013 valuation.

Upon retirement from the District after satisfaction of the age and service requirements for retirement, the District pays medical and dental insurance premiums for Classified, Certificated and management retirees until age 65, subject to limits that vary based on bargaining unit and years of service at retirement. These provisions are according to the most recent actuarial valuation of the District's retiree health plan in 2013.

In 2004, the Government Accounting Standards Board (GASB) issued its final accrual accounting statement regarding postemployment benefits other than pensions (GASB 45). The District's most recent GASB 45 actuarial valuation was as of July 1, 2013, and the District now wishes to obtain a biennial update of the valuation as of July 1, 2015, as required by GASB 45.

Furthermore, if the District decides to establish, or participate in, a trust to pre-fund future benefits for its retirees, the trust will be subject to GASB 43, pertaining to disclosures of trust funds for retiree health and other postemployment benefits (OPEB).

The proposed actuarial report would satisfy both requirements.



## **Scope of Report**

We would provide the District with a report as of July 1, 2015, setting forth all District liabilities of the postretirement health benefit program, and containing the following information:

- Disclosure of the postretirement benefit obligations and Annual Required Contributions (ARC) in accordance with the GASB Other Postemployment Benefits (OPEB) accounting standard (GASB 45), for the fiscal years ending June 30, 2016 and 2017;
- Disclosures for the trust funds as may be required by GASB 43;
- Projected annual pay-as-you-go District expenditures for the next 50 years;
- Recommended level annual funding amounts, to pre-fund the obligations as a flat dollar amount, a constant percent increase each year, or a level percent of unfunded liability;
- Reconciliation of Accrued Liability with prior actuarial report;
- Roll-forward of Net OPEB Obligation to June 30, 2015;
- Breakdown of liability and expense items by employee/retiree group; and
- Summary of plan provisions, actuarial assumptions, and certification.

In addition to the report, we provide ongoing assistance in the preparation or review of GASB 45 (OPEB) footnote disclosures at the time the District prepares its financial statements.

## **Fees and Project Team**

Our fees would be \$4,500, and are all-inclusive based on the scope of the project outlined above. No other expenses would be charged to the project. The \$4,500 assumes that an on-site presentation of the report will not be required; an on-site presentation is not anticipated.

We would be able to deliver our report within 4 to 6 weeks of receiving valid data.

A project team headed by T. Louis Filliger, FSA, will be responsible for performing the requested services. Exhibit I, attached, contains brief professional biographies of Mr. Filliger and actuarial assistant Katie Barger.

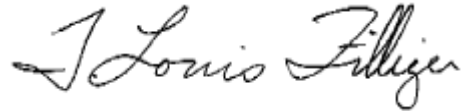
### **About Demsey, Filliger & Associates**

With headquarters in Chatsworth, California, Demsey, Filliger & Associates specializes in the delivery of quality group actuarial services to a wide range of clients, with a concentration in the public sector, including California school districts. T. Louis Filliger, FSA, one of the firm's partners, has provided consulting services for hundreds of school districts throughout California over the last 10 years. A list of references is attached in Exhibit II - please feel free to contact any of the names on the list. We invite you to visit our website at [www.demseyfilliger.com](http://www.demseyfilliger.com) for more information about our firm.

## Conclusion

We would be very pleased to be awarded this assignment, and I personally look forward to continuing a long-term consulting relationship with the District. Please feel free to call me at (818) 718-1266 if you have any questions concerning this proposal.

Sincerely,  
DEMSEY, FILLIGER & ASSOCIATES

A handwritten signature in black ink that reads "T. Louis Filliger". The signature is written in a cursive style with a large, stylized initial "T".

T. Louis Filliger, FSA  
Partner & Actuary

## Biographies

### **T. Louis Filliger, F.S.A., E.A., M.A.A.A.- Partner & Actuary**

Mr. Filliger specializes in the design and valuation of other post-employment benefits (OPEB), primarily retiree medical programs, for both public and private sector clients. He has developed and continuously modernized DF&A's valuation system used to perform FAS 106 and GASB 45 calculations, has testified as an expert witness on retiree healthcare issues, and has performed hundreds of retiree healthcare valuations and design studies. He also provides the actuarial valuations and certifications required for school districts' health and welfare plans under California Education Code sections 17566(e) and the now-repealed 42140.

Mr. Filliger is a mathematics graduate of the University of Michigan, has been an Enrolled Actuary under ERISA since 1984, and became a Fellow of the Society of Actuaries in 1988. He is also a Member of the American Academy of Actuaries. He has over 30 years of combined actuarial experience in the insurance and pension industries.

Clients for which Mr. Filliger has performed consulting services include the Cities of Palm Desert, Lincoln, La Mirada, and Santa Ana, California, the Los Angeles Community College District, San Diego Community College District, the Self-Insured Schools of California, Eastern Sierra Unified School District, Bakersfield City School District, Rialto Unified School District, Panama-Buena Vista Unified School District, Tehachapi Unified School District, Mojave Unified School District, Taft City School District, Kern County Superintendent of Schools, Butte County Office of Education, Mono County Office of Education, Red Bluff Joint Union High School District, Konocti Unified School District, the Cities of Henderson and Elko, Nevada, City of Las Cruces, New Mexico, the Puerto Rico Highway and Transportation Authority, the Tuckasegee Sewage Control Authority of North Carolina, and the State of Maine.

### **Katie Barger – Actuarial Assistant**

Ms. Barger facilitates the data collection and preparation for the valuation process under the guidance of Mr. Filliger. She is a mathematics graduate of the University of California, Davis. Her five years of actuarial experience began in the pension industry working on defined benefit and defined contribution plans for public and private sector clients. Ms. Barger's experience in the public sector includes sixteen years as a high school mathematics teacher. She is pursuing an actuarial career and plans to sit for the first two actuarial exams later this year.

## References

Below is a partial list of districts and agencies for which DF&A has performed actuarial and consulting services. Please feel free to contact:

Centralia School District

Contact: Thoraia Soliman, Director of Fiscal Services  
(714) 228-3149

Bakersfield City School District

Contact: Sherry Gladin, Director, Fiscal Services  
(661) 631-4696

Los Banos Unified School District

Contact: Don Laursen, Director of Fiscal Services  
(209) 826-3801 x1017

San Diego Community College District

Contact: Charles Rogers, Vice Chancellor Business Services  
(619) 388-6975

Bellflower Unified School District

Contact: Thuy Binh, CPA, Chief Business Officer  
(562) 866-9011 x 3119

Menifee Union School District

Contact: Pam Lauzon, Assistant Superintendent Business Services  
(951) 672-1851

Hanford Elementary School District

Contact: Nancy White, Assistant Superintendent, Fiscal Services  
(559) 585-3627

Sierra Sands Unified School District

Contact: Elaine Janson, Chief Financial Officer  
(760) 375-1582

Konocti Unified School District

Contact: Laurie Desimone, Director of Accounting  
(707) 994-6475 Ext. 100

Mojave Unified School District

Contact: Keith Gainey, Chief Business Official  
(661) 824-4001 x224

Keppel Union School District

Contact: Steve Doyle, Superintendent  
(661) 944-2155

CONSENT ITEM

**DATE:** September 29, 2015  
**TO:** Board of Trustees  
**FROM:** Robert Pletka, Ed.D., District Superintendent  
**PREPARED BY:** Carmen Serna, Executive Assistant to the Superintendent  
**SUBJECT:** APPROVE MOVING THE REGULAR BOARD OF TRUSTEES MEETING FROM DECEMBER 15, 2015 TO DECEMBER 8, 2015

Background: At the Organizational Board Meeting on December 9, 2014, the Board of Trustees established the dates for the Regular Board meetings for the calendar year 2015. Due to a conflict with schedules, there is a need to move the regularly scheduled Board Meeting from December 15, 2015 to December 8, 2015.

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

Funding: Not applicable.

Recommendation: Approve moving the regular Board of Trustees Meeting from December 15, 2015 to December 8, 2015.

RP:cs

CONSENT ITEM

**DATE:** September 29, 2015

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

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

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

**SUBJECT:** **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND THE PEDAGOGICAL INSTITUTE FOR BUILDING A CULTURALLY-BASED CLASSROOM COMMUNITY WORKSHOP PRESENTED BY HAROLD GÖTHSON ON OCTOBER 29, 2015**

Background: Fullerton School District operates a State Preschool Program funded through the State Department of Education Child Care and Development Division. Fullerton's State Preschool Program serves three to five-year-olds in classes at Commonwealth, Maple, Orangethorpe, Pacific Drive, Richman, Valencia Park, and Woodcrest Schools. Additionally, the District's State Preschool classrooms are part of Quality Start Orange County Race to the Top grant, which provides funding for professional development to support continued quality improvement.

Rationale: Harold Göthson is the international coordinator and member of the Board of Directors at the Fondazione Reggio Children Centre Loris Malaguzzi and the senior consultant at the Reggio Emilia Institute in Stockholm, Sweden. The workshop includes onsite visitation of the District's State Preschool classrooms, followed by dialogue with teachers further developing cultural-based curriculum to meet the educational needs of young learners.

Funding: Total cost not to exceed \$850 and is to be paid from Child Development budget #340.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and The Pedagogical Institute for Building a Culturally-Based Classroom Community Workshop presented by Harold Göthson on October 29, 2015.

CCB:MC:ln  
Attachment

## 2015-2016 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **The Pedagogical Institute**, hereinafter referred to as "Contractor."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor: Contractor shall provide **a workshop for preschool teachers entitled Building a Culturally-Based Classroom Community presented by Harold Göthson** (hereinafter referred to as "Services").

2. Term. Contractor shall commence providing services under this Agreement on **October 29, 2015**, and will diligently perform as required and complete performance by **October 29, 2015**.

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Eight Hundred Fifty Dollars (\$850.00)**. Contractor shall submit a detailed invoice to District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Services for District, except as follows: **Not Applicable**.

5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of Contractor's employees as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

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

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

8. Standard for Performance. The parties acknowledge that the District, in selecting the Contractor to perform the Services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the Services required hereunder. The Contractor shall perform the Services in the manner of one who is a recognized specialist in the types of services to be performed. Time is of the essence in this Agreement. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties.

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

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available



to District. Written notice by District shall be deemed given when received by the other party, or no later than three (3) days after the day of mailing, whichever is sooner.

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

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

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

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

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

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

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

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

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

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

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

It should be expressly understood, however, that the coverage and limits referred to under a., b., and c. above shall not in any way limit the liability of the Contractor. The Contractor shall furnish the District with certificates of insurance evidencing compliance with all requirements no later than five (5) business days from execution of this Agreement and prior to commencing the Services under this Agreement. Contractor agrees to provide a thirty (30) day written notice to District of cancellation, modification, or reduction in any insurance coverage required pursuant to this section. Such certificates shall:

- (1) Indicate that the District and its Governing Board, officers, and employees have been endorsed as additional insureds under the coverages referred to under a. and b.; and
- (2) Include a provision that the coverages will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the District.

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

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

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

13.2 Tuberculosis Testing. Contractor and Contractor's employees, if any, providing Services to students shall provide evidence of appropriate tuberculosis screening

prior to the performance of the Services and provide annual certification thereafter. Contractor shall complete and submit to District any required documentation to verify compliance.

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

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

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

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

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

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

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

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

CONTRACTOR:  
**The Pedagogical Institute**  
**Address – On File**  
**City, State, Zip – On File**  
**Attn: Alise Shafer Ivey**

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

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

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

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 29TH DAY OF SEPTEMBER, 2015.

FULLERTON SCHOOL DISTRICT

**The Pedagogical Institute**  
**(Contractor Name)**

By:

By:

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

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

**On File**  
**Taxpayer ID Number**

FULLERTON SCHOOL DISTRICT

DISCUSSION ITEM

**DATE:** September 29, 2015  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**SUBJECT:** Receive Information Regarding Process and Timelines for Change in District Method of Election of Trustees

Background: On July 28, 2015, the Board of Trustees took action to move from an at-large election system to a by-trustee area election system for District Board Members. The Board has contracted with the Dolinka Group to assist District staff in the implementation of this change.

Rationale: Larry Ferchaw, Executive Director of the Dolinka Group, will present an overview of the process and timelines the District will follow to be able to implement the new election method by the November 2016 Board election.

Funding: The cost of the services to be provided by Dolinka Group is \$15,000, to be paid from the General Fund.

Recommendation: Information only, no action necessary.

SH:gs

DISCUSSION/ACTION ITEM

**DATE:** September 29, 2015

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

**FROM:** Emy Flores, Ed.D., Assistant Superintendent, Educational Services

**SUBJECT:** **ADOPT RESOLUTION #15/16-08 TO ENSURE AVAILABILITY OF TEXTBOOKS AND INSTRUCTIONAL MATERIALS AND CERTIFICATION OF PROVISION OF STANDARDS-ALIGNED INSTRUCTIONAL MATERIALS FOR 2015/2016**

Background: *Education Code Section 60119 and California Code of Regulations, Title 5, Section 9531(c)* require local governing boards to hold an annual public hearing and adopt a resolution stating whether each pupil in the District has sufficient textbooks or instructional materials in each subject consistent with the content and cycles of the curriculum framework adopted by the California State Board of Education. The Resolution for the availability of textbooks and instructional materials complies with the Williams Case requirements.

Notice of the public hearing was posted on September 18, 2015, at Fullerton School District Office, Acacia School, Beechwood School, Commonwealth School, Fern Drive School, Fisler School, Golden Hill School, Hermosa Drive School, Laguna Road School, Maple School, Orangethorpe School, Pacific Drive School, Raymond School, Richman School, Rolling Hills School, Sunset Lane School, Valencia Park School, Woodcrest School, Ladera Vista Jr. High School, Nicolas Jr. High School, and Parks Jr. High School.

Rationale: Districts must comply with the above Education Code, California Code of Regulations, and Williams Case requirements within the eighth week of school.

Funding: Not applicable.

Recommendation: Adopt Resolution #15/16-08 ensure availability of textbooks and instructional materials and certification of provision of standards-aligned instructional materials for 2015/2016.

EF:nm  
Attachment

FULLERTON SCHOOL DISTRICT  
BOARD OF TRUSTEES

RESOLUTION #15/16-08 TO ENSURE AVAILABILITY OF TEXTBOOKS AND INSTRUCTIONAL MATERIALS AND CERTIFICATION OF PROVISION OF STANDARDS-ALIGNED INSTRUCTIONAL MATERIALS FOR 2015/2016

WHEREAS, Education Code Section 60119 establishes steps and procedures to ensure the availability of textbooks and instructional materials in order to be eligible to receive funds for that purpose, and;

WHEREAS, the procedures require that school districts take appropriate action to ensure the availability of textbooks and instructional materials on a yearly basis, and;

WHEREAS, pursuant to Education Code Sections 60119, the Board is required to hold a public hearing to encourage participation by parents, teachers, members of the community interested in the affairs of the District, and bargaining unit leaders, and;

WHEREAS, the Board is required to provide 10-days' notice of the public hearings, and;

WHEREAS, the notice shall contain the time, place, and purpose of the hearing and be posted in three public places within the school district, and;

WHEREAS, the hearing shall be held at a time that will encourage the attendance of teacher and parents and guardians of pupils who attend the schools in the District and shall not take place during or immediately following school hours, and;

WHEREAS, the governing board of a school district, as part of the required hearing, shall also make a determination as to whether each pupil enrolled in a foreign language or health course has sufficient textbooks or instructional materials that are consistent with the content and cycles of the curriculum frameworks adopted by the State Board of those subjects, and

WHEREAS, a public hearing was held on September 29, 2015, which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

WHEREAS, the governing board is required to make a determination, through a resolution, as to whether each pupil in each school in the District has, sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 or 60605.8 and Education Code Section 33126(b)(6) in each of the following subjects, as appropriate, that are consistent with the content and cycles of the curriculum framework adopted by the State Board:

- (i) Mathematics,
- (ii) Science,
- (iii) History-social science,
- (iv) English / language arts, including the English language development component of an adopted program and Intensive Intervention,
- (v) Visual & Performing Arts.

NOW, THEREFORE BE IT RESOLVED, that the governing board makes the determination that each pupil of the District, has available sufficient textbooks and instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 or 60605.8 and Education Code Section 33126(b)(6) in each subject listed above, consistent with the content and



cycles of the curriculum framework adopted by the State Board and adopted by this Board in accordance with the procedures as established.

BE IT FURTHER RESOLVED, that for the 2015/2016 school year, the Fullerton School District, has provided each pupil with sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 or 60605.8 and Education Code Section 33126(b)(6) in each subject listed above, consistent with the content and cycles of the curriculum framework adopted by the State Board for those subjects.

BE IT FURTHER RESOLVED, that for the 2015/2016 school year, that the governing board of the Fullerton School District hereby certifies that as of this date, each pupil in the District in transitional kindergarten through grade eight has been provided with a standards-aligned textbook or basic instructional materials that are consistent with the content and cycles of the curriculum frameworks adopted by the State Board in the areas of history/social science, mathematics, reading/language arts, science, and to each pupil enrolled in a foreign language or health course.

Ayes:

Noes:

Absent:

I, Robert Pletka, Ed.D., Secretary to the Board of Trustees of the Fullerton School District of Orange County, California, hereby certify that the above and foregoing Resolution was duly and regularly adopted by said Board of Trustees at the regular meeting thereof held on the 29th day of September 2015, and passed by a \_\_\_\_\_ vote of said Board of Trustees.

IN WITNESS WHEREOF this 29<sup>th</sup> day of September 2015.

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Hilda Sugarman, Clerk  
Fullerton School District

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Robert Pletka, Ed.D., Secretary  
Fullerton School District

Resolution: #15/16-08

9/10/15nm

ADMINISTRATIVE REPORT

**DATE:** September 29, 2015

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

**FROM:** Chanjira Luu, Director, Classified Personnel Services

**SUBJECT:** ANNOUNCEMENT OF APPOINTMENT OF CLASSIFIED PERSONNEL COMMISSIONER

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

The term expiring on December 1, 2015, is that of Ms. Janet McNeill. Ms McNeill has served as the Board of Trustees' appointee since June 2, 2009. Ms. McNeill has indicated her desire for reappointment to the Personnel Commission.

Rationale: The Board of Trustees must publicly announce the name of the person it intends to appoint to the Personnel Commission. At a Board meeting to be held after 30 and within 45 days of the date the Board publicly announces its candidate, the Board must hold a public hearing to provide the public, employees, and employee organizations the opportunity to express their views on the qualifications of the person recommended by the Board. The Board at that time may make its appointment or may make a substitute appointment without further notification or public hearing. A public hearing has been set for October 20, 2015, at the regular meeting of the Board of Trustees, to provide the public the opportunity to express their views on the appointment of Janet McNeill. The action is pursuant to Education Code 45246.

Funding: Not applicable.

Recommendation: Not applicable.

CL:ph

ADMINISTRATIVE REPORT

**DATE:** September 29, 2015  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Emy Flores, Ed.D., Assistant Superintendent, Educational Services  
**PREPARED BY:** Sung Chi, Coordinator, Assessment and Accountability  
**SUBJECT:** FULLERTON SCHOOL DISTRICT 2014/2015 CAASPP RESULTS

Background: Each year the California Department of Education coordinates standards-based testing, California Assessment of Student Performance and Progress (CAASPP) for students throughout the State. This testing is a part of the No Child Left Behind (NCLB) initiative. Results are released to the public in the fall.

Rationale: Educational Services staff will present a review of the Fullerton School District 2014/2015 CAASPP summary results in English language arts, mathematics, and science. This review will include an overall summary of student achievement Districtwide as well as a report of the achievement levels of significant subgroups.

Funding: Not applicable.

Recommendation: Not applicable.

EF:SC:nm