

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, March, April, July, August, November, and December and twice during the months of February, May, June, September, and October. The Regular Board agenda is posted a minimum of 72 hours prior to the meeting, and a Special Board meeting agenda is posted a minimum of 24 hours prior to the meeting.

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

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

Persons wishing to address the Board are requested to complete and submit a "Request to Speak" slip to the secretary. A person wishing to be heard by the Board shall first be recognized by the President and shall then proceed to comment, beginning with stating his/her name for the record. Individual speakers shall be allowed three minutes to address the Board on each agenda or 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 posted agenda will be heard at the time the agenda item is considered by the Board. Public comments about an item that is not on the posted agenda will be heard at the beginning of the Board meeting agenda. With Board consent, the President may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The President may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add.

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

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

FULLERTON SCHOOL DISTRICT
Minutes of the Regular Meeting of the Board of Trustees
Tuesday, September 23, 2014
5:30 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

President Meyer called a Regular meeting of the Fullerton School District Board of Trustees to order at 5:31 p.m. and she led the pledge of allegiance to the flag.

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

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

Recess to Closed Session – Agenda

At 5:32 p.m., the Board recessed to Closed Session for: •Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Mark Douglas [Government Code sections 54954.5(f), 54957.6] •Potential Litigation [Government Code section 54956.9(b)(1)]

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

The Board returned to Open Session at 6:00 p.m. and Kristin Montoya, FETA President, led the pledge of allegiance to the flag.

In Closed Session, the Board voted 5-0 to Approve Final Settlement Compromise and Release Agreement between the Fullerton School District and the parent of Student ID #604453. The District agrees to reimburse to the Petitioners an amount not to exceed One Thousand Dollars (\$1,000.00) for attorney's fees.

Public Comments

Dr. George Giokaris, Superintendent for the Fullerton Joint Union High School District, gave an update regarding the potential local bond measure (Measure I) for the high school district. Dr. Giokaris thanked the Fullerton community and the Fullerton School District for the ongoing partnership throughout the years.

Introductions/Recognitions

Janny Meyer shared Dr. Craig Bertsch was promoted to Assistant Superintendent of Personnel Services and Emy Flores to Assistant Superintendent of Educational Services, both effective January 1, 2015. Dr. Bertsch and Mrs. Flores introduced their families/friends that were present at the Board meeting.

The Board recessed at 6:14 p.m., to hold a reception in honor of Dr. Bertsch and Mrs. Flores. The Board resumed Open Session at 6:35 p.m.

Item #3b was heard at this time.

3b. "Sunshine" Fullerton School District's proposal to negotiate with Fullerton Elementary Teachers Association for the 2014/2015 school year.

Mark Douglas, Assistant Superintendent of Personnel Services, reported this is the first reading of FSD's proposal to negotiate with FETA and final approval will be presented to the Board at the October 14, 2014 Board meeting.

Superintendent's Report

Dr. Pletka shared his heart-felt appreciation to staff and administrators for their hard work during this year of monumetary changes. He said that this year marks the largest educational change in over 40 years. Dr. Pletka is working with parents and staff to mitigate any questions. He stated he is proud of FSD staff for their ongoing support to make it a successful year.

Introductions/Recognitions

Dr. Craig Bertsch, Director of Administrative Services, presented the Catch me at My Best Recipients for the month of September 2014: Bill Flores (Maintenance and Operations), Jose Sotelo (custodian/Nicolas Junior High School), Ana Arellano-Hernandez (teacher, Orangethorpe School), Melinda Taylor (Student Support Services), Veronica Maciel (Student Support Services), Maria Hill (Business Services), Grounds Department Staff, Maintenance and Operations Department, Karen Hernandez (Technology and Media Services), Beci Weed (Technology and Media Services), and Sung Chi (Educational Services).

Information from the Board of Trustees

Trustee Thompson– He commented that staff are experiencing big educational changes this year and the tension that is caused by these changes. Trustee Thompson commented that he feels he is being heard with issues that may arise.

Trustee Thornley- no report.

Trustee Sugarman- She commented she has received positive feedback about some of the benchmarks being dropped to alleviate the work load on certificated staff. She thanked everyone who attended the Toast to Learning Wine Auction on September 20, 2014. The event tops the record for the highest amount of people attending and the highest amount of money raised. Trustee Sugarman thanked the Anaheim White House restaurant for providing great pricing throughout the history of the event; Dr. Pletka for speaking on behalf of Fund-a-Need; Richman School and its students who participated in the augmented reality; and Ann Kozma for her support of the augmented reality. She announced Doug Boughter, teacher at Nicolas Junior High School, was selected as the recipient of the “vote for your favorite teacher” at the Toast to Learning Wine Auction. Trustee Sugarman thanked the sites and everyone who donated towards the event.

Trustee Berryman- She, too echoed the sentiment on the success of the Toast to Learning Wine Auction. She enjoyed seeing the students from Richman and Robert C. Fisler Schools participating at the event. She attended Patriot Day at Robert C. Fisler School.

President Meyer- She attended Patriot Day at Robert C. Fisler School along with Trustee Berryman. She shared the Fullerton Cares autism event helped raise approximately \$18,000 and was very successful. She thanked Trustee Sugarman and her family for their continuous support and commitment every year to make the Toast to Learning Wine Auction a grand event. She is looking forward to attending the Golden Bell site validation visit at Maple School on September 25.

Information from DELAC, PTA, FETA, CSEA, FESMA

DELAC- Denise Victoria- She thanked Maple School for hosting the first DELAC meeting for 2014/15. The goals and objectives for DELAC were reviewed. Parents worked in grade-level groups to discuss topics such as Common Core State Standards, SBAC Assessments, junior high school requirements, homework, bullying/cyberbullying, nutrition, school safety, benchmark assessments and other areas of interest.

PTA Council – no report.

FETA – Kristin Montoya- She thanked the entire team who coordinated the Toast to Learning Wine Auction. Many teachers attended the event and helped support by bidding on the silent auction. She reported many teachers are spending a lot of time trying to understand what is being asked of them as they play for Common Core. Dr. Pletka will be meeting with an FETA team to discuss their concerns and suggested solutions to alleviate their concerns. Mrs. Montoya thanked Janet Morey (Assistant Superintendent of Educational Services) and Emy Flores (Director of Instructional Services) for hearing the voices of FETA members at PAL meetings.

CSEA– no report.

FESMA – Robert Johnson- He shared the OCSBA/ACSA Joint Dinner Meeting will be held on October 8, 2014 at the Irvine Marriott.

Information Items

The District Activities Calendar is available at the following URL:

<http://www.fullertonsd.org/district/calendar/>

Approve Minutes

Moved by Lynn Thornley, seconded by Hilda Sugarman and carried 5-0 to approve the minutes of the Regular meetings on September 9, 2014.

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

Consent Items

Moved by Chris Thompson, seconded by Lynn Thornley and carried 5-0 to approve the consent items.

- 1a. Approve/Ratify Certificated Personnel Report.
- 1b. Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.
- 1c. Approve/Ratify purchase orders numbered I22C0028, I22D0209 through I22D0249, I22M0100 through I22M0112, I22R0177 through I22R0200, I22S0004, I22T0001 through I22T0002, I22V0054 through I22V0062, I22X0262 through I22X0267, and I22Y0042 for the 2014/2015 fiscal year.
- 1d. Approve/Ratify Nutrition Services purchase orders numbered 170162 through 170212 for the 2014/2015 school year.
- 1e. Approve/Ratify warrants numbered 94370 through 94560 for the 2014/2015 school year.
- 1f. Approve/Ratify Nutrition Services warrants numbered 10486 through 10498 for the 2014/2015 school year.
- 1g. Adopt Resolution number 14/15-B008 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. Approve/Ratify warrant number 1095 for the 2014/2015 school year (District 40, Van Daele).
- 1i. Approve/Ratify warrant number 1151 for the 2014/2015 school year (District 48, Amerige Heights).
- 1j. Approve/Ratify Classified Personnel Report.
- 1k. Approve/ratify Agreement for Special Services with Atkinson, Andelson, Loya, Ruud and Romo, a Professional Law Corporation, effective July 1, 2014 through June 30, 2017.
- 1l. Approve Independent Contractor Agreement between Fullerton School District and Coast 2 Coast Soccer for Soccer Lessons between October 1, 2014 and January 30, 2015.
- 1m. Approve renewal of Bid No. FSD-11-12-PUR1, installation of Epson Brightlink Interactive Projector Systems awarded to Digital Networks Group Inc., for fiscal year 2014/2015.
- 1n. Approve Addendum between Fullerton School District and GoGo Labs, Inc., for additional time for the 3D Game Lab Consultant to extend through June 30, 2015.
- 1o. Approve Ruth Gaer, Parks Junior High School teacher, to attend out-of-state "2014 ACTFL Annual Convention and World Languages Expo" in San Antonio, Texas, November 20-23, 2014.

Discussion/Action Items

- 2a. Adopt Resolution #14/15-10 to ensure availability of textbooks and instructional materials and certification of provision of standards-aligned instructional materials for 2014/2015.

It was moved by Chris Thompson, seconded by Beverly Berryman, and carried 5-0 to adopt Resolution #14/15-10 to ensure availability of textbooks and instructional materials and certification of provision of standards-aligned instructional materials for 2014/2015

- 2b. Approve Board Annual Goals for 2014/2015 school year.

Dr. Pletka shared the Board Annual Goals were revised for Goal #1 to be separated to #1a and #1b and reads as follows:

- 1a. To maximize high levels of student achievement, and high quality education for all students by implementing and monitoring research based instructional models, educational technology, arts education, and California State Standards Measured by API scores; 1b. To maximize high levels of student engagement by utilizing research based instructional strategies such as educational technology.

The Board held discussion regarding concentrating on current programs and not adding any new programs at this time. The Board requested Board Annual Goals #3 and #4 be moved as future goals and be placed as Goals #7 and #8. The Board will take action on the revised Board Annual Goals for 2014/15 at the October 14, 2014 Board Meeting.

Administrative Reports

3a. Developer Fees Report.

Susan Hume discussed with the Board the Developer Fees Report.

3b. "Sunshine" Fullerton School District's proposal to negotiate with Fullerton Elementary Teachers Association for the 2014/2015 school year.

Item #3b was previously addressed.

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

Chris Thompson made a motion, seconded by Beverly Berryman to receive follow up information regarding shade structures.

Adjournment

President Meyer adjourned the Regular meeting on September 23, 2014 at 7:30 p.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, October 14, 2014
5:00 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

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

Location: Board Room

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

- Conference with District’s Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Mark Douglas [Government Code sections 54954.5(f), 54957.6]
- Conference with Legal Counsel – Existing litigation –Government Code Section 54956.9(d)(1); One (1) Case, Case No: 30-2014-00737610-CU-CR-CJC.

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

Workshop on Merit System including roles of Personnel Commission and Board of Trustees
(Location: Educational Leadership Center)

7:00 p.m. – Open Session, Call to Order, Pledge of Allegiance, Report from Closed Session

Location: Board Room

Public Comments/Persons Addressing the Board – Policy

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

Persons wishing to address the Board are requested to complete and submit a “Request to Speak” slip to the secretary. These slips are available at the reception counter. If you would like your written speech to be referenced in the minutes, please provide a copy to the Board Secretary.

Public Comments

Introductions/Recognitions

FIRST Lego League Robotics, Parks Junior High School

Superintendent’s Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

Information/Discussion Item

District Facilities Update

Information Items

The District Activities Calendar is available at the following URL:
<http://www.fullertonsd.org/district/calendar/>

Approve Minutes

Regular Meeting September 23, 2014

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 I22B0007 through I22B0009, I22C0029 through I22C0048, I22D0250 through I22D0331, I22M0113 through I22M0122, I22R0201 through I22R0315, I22S0005, I22V0063 through I22V0075, and I22X0268 through I22X0291 for the 2014/2015 fiscal year.
- 1d. Approve/Ratify Nutrition Services purchase orders numbered 170213 through 170285 for the 2014/2015 school year.
- 1e. Approve/Ratify warrants numbered 94561 through 94884 for the 2014/2015 school year.
- 1f. Approve/Ratify Nutrition Services warrants numbered 10499 through 10544 for the 2014/2015 school year.
- 1g. Approve/Ratify change order for purchase order number I48R0001 for the 2014/2015 fiscal year for District 48 (Amerige Heights).
- 1h. Adopt Resolutions numbered 14/15-B009 through 14/15-B01215 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.
- 1i. Approve/Ratify the purchase of just-in-time classroom and office supplies from Val Verde Unified School District's (USD) Piggyback Just-N-Time Classroom and Office Supply System Districtwide Bid #12/13-001 awarded to Southwest School & Office Supply.
- 1j. Approve/Ratify the closure of the Alliance of Schools for Cooperative Insurance Programs (ASCIP) bank account held at Bank of America to open a new account and move funds to Wells Fargo, effective November 1, 2014.
- 1k. Approve/Ratify agreement with Architecture 9, LLLP, for architectural services.
- 1l. Adopt Resolution #14/15-12 proclaiming October 23, 2014, as "Lights On After School Day" for the Fullerton School District.
- 1m. Approve Independent Contractor Agreement between Fullerton School District and Brent

Kollmansberger effective October 15, 2014 through June 30, 2015.

1n. Approve Revised Board Annual Goals for 2014/2015 school year.

1o. Approve/Ratify 2014/2015 Master Contract between Fullerton School District and the Orange County Department of Education (OCDE) Business Division for Medi-Cal administrative activities effective July 1, 2014 through June 30, 2015.

1p. Approve Nonpublic Agency (NPA) Master Contract between Fullerton School District and Prestine Rehab Care for speech/language services from October 15, 2014 through June 30, 2015.

1q. Approve Independent Contractor Agreement with Fullerton School District and Learning Partners Inc., dba Sylvan Learning Center to provide supplemental support services from October 15, 2014 through May 22, 2015.

1r. Approve Independent Contractor Agreement with Fullerton School District and Professional Tutors of America, Inc., to provide supplemental support services from October 15, 2014 through May 22, 2015.

1s. Approve Independent Contractor Agreement with Fullerton School District and Tutoring USA Inc., dba Club Z! to provide supplemental support services from October 15, 2014 through May 22, 2015.

1t. Approve the Marshall B. Ketchum University (MBKU)/Southern California College of Optometry (SCCO) Children's Vision Program Grant for Maple and Woodcrest Schools beginning October 15, 2014 with automatic renewal for an additional three-year period ending October 15, 2017.

1u. Approve/Ratify 2014/2015 Memorandum of Understanding (MOU) between Fullerton School District and Anaheim City School District for special education programs and services effective July 1, 2014 through June 30, 2015.

1v. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 1 (July 1, 2014 – September 30, 2014).

1w. Approve agreement between Fullerton School District (FSD) and Haiku Learning Management System (LMS) for 15,000 users.

1x. Approve out-of-state conference attendance for Dr. Robert Pletka for the Superintendents' Summit to be held in Washington, D.C., at a future date in November 2014.

1y. Approve/Ratify PBS SoCal / KOCE-TV Membership for 2014/2015.

1z. Approve/Ratify Federal Work Study Placement Agreement between Raymond Elementary School and North Orange County Community College District to commence July 1, 2014 through June 30, 2015.

Discussion/Action Items

2a. Approve Fullerton School District's proposal to negotiation with Fullerton Elementary Teachers Association for the 2014/2015 and 2015/2016 school years.

2b. Adopt Resolution #14/15-11 authorizing the closure of the Special Reserve Fund for Other Than Capital Outlay Projects (Fund 1717) and Special Reserve Fund for Postemployment Benefits (Fund 2020).

Administrative Report

3a. Sunshine Fullerton Elementary Teachers Associations' 2014/2015 and 2015/2016 proposal to

negotiate with Fullerton School District.

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

Adjournment

The next regularly scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, November 18, 2014, at 6:00 p.m. in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

CONSENT ITEM

DATE: October 14, 2014

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

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

SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects new hire(s), promotion(s), extra duty assignment(s), resignation(s), retirement(s), and leave of absence(s).

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

MLD:ad
Attachment

**FULLERTON SCHOOL DISTRICT ASSIGNMENT OF CERTIFICATED PERSONNEL PRESENTED TO
THE BOARD OF TRUSTEES ON OCTOBER 14, 2014**

NEW HIRE(S)

| NAME/NAMES | ASSIGN/LOCATION | ACTION | COST CENTER | EFFECTIVE DATE |
|------------------------|-------------------------------|---------------|--------------------|-----------------------|
| Kathryn Rodriguez | 2 nd Grade/ Fisler | II/1 | 100 | 09/23/2014 |
| Damien Robinson | SDC Primary/Fern | III/5 | 100 | 10/06/2014 |
| Hope Altman | Substitute Teacher | Employ | 100 | 09/19/2014 |
| Regina Baker | Substitute Teacher | Employ | 100 | 09/08/2014 |
| Jessica Bernal | Substitute Teacher | Employ | 100 | 09/12/2014 |
| Kelly Bosshart | Substitute Teacher | Employ | 100 | 09/11/2014 |
| Kimberly Davis | Substitute Teacher | Employ | 100 | 09/15/2014 |
| Susan DeVillez | Substitute Teacher | Employ | 100 | 09/12/2014 |
| Michael Duncan | Substitute Teacher | Employ | 100 | 09/11/2014 |
| Stephen Duncan | Substitute Teacher | Employ | 100 | 09/08/2014 |
| Rosa Ferreira | Substitute Teacher | Employ | 100 | 09/11/2014 |
| Nancy Frausto | Substitute Teacher | Employ | 100 | 09/05/2014 |
| Carolyn Holliman | Substitute Teacher | Employ | 100 | 09/08/2014 |
| Ester Kim | Substitute Teacher | Employ | 100 | 09/05/2014 |
| Ayn Learn | Substitute Teacher | Employ | 100 | 09/10/2014 |
| Jennifer Maddock | Substitute Teacher | Employ | 100 | 09/16/2014 |
| Claudia Michelli | Substitute Teacher | Employ | 100 | 09/19/2014 |
| Tasia Minecki | Substitute Teacher | Employ | 100 | 09/12/2014 |
| Kiara Moreno | Substitute Teacher | Employ | 100 | 09/05/2014 |
| Sandra Peterson | Substitute Teacher | Employ | 100 | 09/12/2014 |
| Terrill Pittman | Substitute Teacher | Employ | 100 | 09/05/2014 |
| Sokuntheary Procaccini | Substitute Teacher | Employ | 100 | 09/08/2014 |
| Jennifer Rumfola | Substitute Teacher | Employ | 100 | 09/19/2014 |
| Christy Saez | Substitute Teacher | Employ | 100 | 09/05/2014 |
| Dustin Schultz | Substitute Teacher | Employ | 100 | 09/09/2014 |

FULLERTON SCHOOL DISTRICT ASSIGNMENT OF CERTIFICATED PERSONNEL PRESENTED TO THE BOARD OF TRUSTEES ON OCTOBER 14, 2014

NEW HIRE(S)-CONTINUED

| NAME/NAMES | ASSIGN/LOCATION | ACTION | COST CENTER | EFFECTIVE DATE |
|-------------------|------------------------|---------------|--------------------|-----------------------|
| Jennifer Sinclair | Substitute Teacher | Employ | 100 | 09/11/2014 |
| Julie Torresluna | Substitute Teacher | Employ | 100 | 09/05/2014 |
| Jeanette Vazquez | Substitute Teacher | Employ | 100 | 09/09/2014 |
| Kiyoko Williams | Substitute Teacher | Employ | 100 | 09/16/2014 |
| Lily Yee | Substitute Teacher | Employ | 100 | 09/16/2014 |
| Emily Thompson | Substitute Teacher | Employ | 100 | 09/11/2014 |

PROMOTION(S)

| NAME | ASSIGN/LOCATION | ACTION | COST CENTER | EFFECTIVE DATE |
|---------------|--------------------------------------|---------------|--------------------|-----------------------|
| Rochelle Wolf | Assistant Principal/ Orangethorpe | V/F | 403 | 09/29/2014 |

EXTRA DUTY ASSIGNMENT(S)

School Psychologist Team Lead

**Approve \$3,000 stipend from budget #255 for School Psychologist Team Lead
For the 2014-2015 school year. LEA approved May 20, 2014 for the following certificated personnel:**

Ann Kim

PAR Joint Panel

Approve \$1,000 stipend for membership and participation in PAR Joint Panel. Stipend to be paid in two installments; January and May, not to exceed \$500 for each installment. For the following certificated personnel:

Terry Radzai-Sanchez

Andy Montoya

Darlene Naslund

PBIS

Approve contract hourly rate for participation in PBIS on August 4, 2014, from budget #302. Not to exceed 6 hours, for the following certificated personnel:

Caroline Boehm
Patricia Leibrecht

Tracy Ramont
Robert Rivera

Denise Segundo

Kindergarten Student Testing

Approve \$100 stipend for Kindergarten student testing on August 5, 2014, from budget #304. For the following certificated personnel:

Michelle Brantzeg

Joanne Higgs

FULLERTON SCHOOL DISTRICT ASSIGNMENT OF CERTIFICATED PERSONNEL PRESENTED TO THE BOARD OF TRUSTEES ON OCTOBER 14, 2014

EXTRA DUTY ASSIGNMENT(S) -CONTINUED

Gooru Training

Approve contract hourly rate for Gooru Training from buget #409, on July 2, 2014. Not to exceed 1 hour, for the following certificated personnel:

Jessica Diluigi

Power School Scheduling

Approve contract hourly rate for Power School Scheduling on July 1, July 2, August 5, and August 6, 2014. Not to exceed 30 hours from budget #304, for the following certificated personnel:

Kristi Hernandez

Staff Development Planning

Approve contract hourly rate for staff development planning on July 31, 2014. Not to exceed 2 hours, from budget #304, for the following certificated personnel:

Jason Chong
Ruth Gaer

Tricia Hyun
Phil Ling

Su Wells

RESIGNATION(S)

| NAME | ASSIGN/LOCATION | ACTION | EFFECTIVE DATE |
|--------------|--|---------------|-----------------------|
| Tyler Morgan | Physical Education/ Sunset Lane/Rolling Hills | Resign | 09/26/2014 |

RETIREMENT(S)

| NAME | ASSIGN/LOCATION | ACTION | EFFECTIVE DATE |
|----------------|-----------------------------|---------------|-----------------------|
| Evelyn Belleau | Speech Therapist/Pacific Dr | Retire | 08/29/2014 |

LEAVE OF ABSENCE(S)

| NAME | ASSIGN/LOCATION | ACTION | EFFECTIVE DATE |
|-----------------|--|------------------|-------------------------|
| Elizabeth Rivas | Adaptive Physical Education/ Student Support Services | Leave of Absence | 10/15/2014 - 08/28/2015 |

This is to certify that this is an exact copy of the Certificated Personnel Report approved and recorded in the minutes of the meeting of the Board of Trustees on October 14, 2014.

Clerk/Secretary

CONSENT ITEM

DATE: October 14, 2014

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: October 14, 2014

| SITE | DONOR | RELATIONSHIP | DONATION | PURPOSE | AMOUNT |
|---------------|--------------------------------------|----------------------|---------------------------------------|----------------------------------|---------------|
| Acacia | PTA | | monetary donation | for Panda folders | \$621.16 |
| Beechwood | Mrs. Jill Stecher | Parent(s) | monetary donation | for the school | \$30.00 |
| Commonwealth | Lifetouch | Community Partner(s) | monetary donation | for the school | \$428.66 |
| Commonwealth | Target—Take Charge of Education | Community Partner(s) | monetary donation | for the school | \$501.13 |
| Fine Arts | Linda Tasse | Parent(s) | 2 clarinets 2 flutes 2 trumpets | for the elementary music program | |
| Ladera Vista | Lifetouch | Community Partner(s) | monetary donation | for the school | \$573.42 |
| Ladera Vista | Target—Take Charge of Education | Community Partner(s) | monetary donation | for the school | \$207.13 |
| Pacific Drive | Target—Take Charge of Education | Community Partner(s) | monetary donation | for the school | \$424.83 |
| Parks J.H. | Mr. and Mrs. Barry Atnip | Parent(s) | monetary donation | for science | \$50.00 |
| Parks J.H. | Bum Jick Chang and Woonhee Kim-Chang | Parent(s) | monetary donation | for band | \$50.00 |
| Parks J.H. | Chris Changho Choi and Jim Hee Kang | Parent(s) | monetary donation | for band | \$50.00 |
| Parks J.H. | Michelle Chun | Parent(s) | monetary donation | for choir | \$50.00 |
| Parks J.H. | Randall and Cathleen Clement | Parent(s) | monetary donation | for choir | \$50.00 |
| Parks J.H. | Mr. and Mrs. Daniel Cormier | Parent(s) | monetary donation | for miscellaneous activities | \$500.00 |
| Parks J.H. | Mimi Ko and Eduardo Cruz | Parent(s) | monetary donation | for band | \$75.00 |
| Parks J.H. | Mr. and Mrs. Desai | Parent(s) | monetary donation | for instrumental music | \$100.00 |
| Parks J.H. | Mr. and Mrs. Daniel Faeh | Parent(s) | monetary donation | for science | \$50.00 |
| Parks J.H. | Mr. and Mrs. Kerry Frohling | Parent(s) | monetary donation | for choir | \$75.00 |
| Parks J.H. | Mr. and Mrs. Fu | Parent(s) | monetary donation | for choir | \$50.00 |
| Parks J.H. | Jae Jean Hahm | Parent(s) | monetary donation | for band | \$50.00 |
| Parks J.H. | Nicole Ho | Parent(s) | monetary donation | for choir | \$100.00 |
| Parks J.H. | Kyung Ah Hong | Parent(s) | monetary donation | for science labs/curriculum | \$50.00 |
| Parks J.H. | Mr. and Mrs. Ronnie Jackson | Parent(s) | monetary donation | for choir | \$100.00 |
| Parks J.H. | Mr. Jeu | Parent(s) | monetary donation | for choir | \$100.00 |
| Parks J.H. | Byeong Hee Joo | Parent(s) | monetary donation | for band | \$50.00 |
| Parks J.H. | Brian and Joana Kim | Parent(s) | monetary donation | for band | \$50.00 |

FULLERTON SCHOOL DISTRICT

Gifts: October 14, 2014

| SITE | DONOR | RELATIONSHIP | DONATION | PURPOSE | AMOUNT |
|-------------|----------------------------------|----------------------|-------------------|------------------------|---------------|
| Parks J.H. | Francis C. Kim | Parent(s) | monetary donation | for band | \$100.00 |
| Parks J.H. | Mr. and Mrs. Hyun Woo Kim | Parent(s) | monetary donation | for instrumental music | \$100.00 |
| Parks J.H. | Sung Jae Kim | Parent(s) | monetary donation | for band | \$50.00 |
| Parks J.H. | Tae Il and Yoo Jin Kim | Parent(s) | monetary donation | for band | \$75.00 |
| Parks J.H. | Mr. and Mrs. Terry Kim | Parent(s) | monetary donation | for choir | \$50.00 |
| Parks J.H. | Mr. and Mrs. Yeoung Kim | Parent(s) | monetary donation | for science and choir | \$100.00 |
| Parks J.H. | Sang W. Kwak and Hyeon Lee | Parent(s) | monetary donation | for band | \$100.00 |
| Parks J.H. | Paul Lee and Ah Young Kim | Parent(s) | monetary donation | for band | \$100.00 |
| Parks J.H. | Sung Hee and Choong Keun | Parent(s) | monetary donation | for band | \$50.00 |
| Parks J.H. | Susan Lee | Parent(s) | monetary donation | for science | \$100.00 |
| Parks J.H. | Mr. and Mrs. Raúl Lemus | Parent(s) | monetary donation | for choir | \$50.00 |
| Parks J.H. | Mr. and Mrs. Mason | Parent(s) | monetary donation | for choir | \$100.00 |
| Parks J.H. | Seungbae and Jaehee Min | Parent(s) | monetary donation | for band | \$50.00 |
| Parks J.H. | Mr. and Mrs. Mitsch | Parent(s) | monetary donation | for choir | \$100.00 |
| Parks J.H. | Mr. and Mrs. Thomas Pham | Parent(s) | monetary donation | for instrumental music | \$50.00 |
| Parks J.H. | Yong Rah | Parent(s) | monetary donation | for choir | \$50.00 |
| Parks J.H. | Trinidad and José Rodríguez | Parent(s) | monetary donation | for band | \$50.00 |
| Parks J.H. | William and Annie Shi | Parent(s) | monetary donation | for band | \$50.00 |
| Parks J.H. | Joy Yunae Song | Parent(s) | monetary donation | for band | \$100.00 |
| Parks J.H. | Young Ran Baek and Hyong S Soung | Parent(s) | monetary donation | for band | \$50.00 |
| Parks J.H. | Target—Take Charge of Education | Community Partner(s) | monetary donation | for referees | \$440.37 |
| Parks J.H. | Mr. and Mrs. Christian Terry | Parent(s) | monetary donation | for choir | \$50.00 |
| Parks J.H. | Michael and Elizabeth Trimble | Parent(s) | monetary donation | for band | \$100.00 |
| Parks J.H. | Ying-Chiao Tsao and Kamran Iqbal | Parent(s) | monetary donation | for band | \$50.00 |
| Parks J.H. | Jae I Ueom | Parent(s) | monetary donation | for band | \$50.00 |
| Parks J.H. | Mr. and Mrs. Gregory Wolfe | Parent(s) | monetary donation | for choir | \$50.00 |

FULLERTON SCHOOL DISTRICT***Gifts: October 14, 2014***

| SITE | DONOR | RELATIONSHIP | DONATION | PURPOSE | AMOUNT |
|---------------|------------------------------------|----------------------|-------------------|-----------------------|---------------|
| Parks J.H. | Mr. and Mrs. Wray | Parent(s) | monetary donation | for choir | \$50.00 |
| Rolling Hills | Geri M. Harvey | Community Partner(s) | monetary donation | for Room 20 | \$100.00 |
| Rolling Hills | Real Mex Restaurants (El Torito) | Community Partner(s) | monetary donation | for Special Education | \$206.36 |
| Rolling Hills | Rolling Hills Education Foundation | Community Partner(s) | monetary donation | for P.E. | \$16,846.00 |
| Rolling Hills | Target—Take Charge of Education | Community Partner(s) | monetary donation | for student supplies | \$1,967.67 |

CONSENT ITEM

DATE: October 14, 2014

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 I22B0007 THROUGH I22B0009, I22C0029 THROUGH I22C0048, I22D0250 THROUGH I22D0331, I22M0113 THROUGH I22M0122, I22R0201 THROUGH I22R0315, I22S0005, I22V0063 THROUGH I22V0075, AND I22X0268 THROUGH I22X0291 FOR THE 2014/2015 FISCAL YEAR

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

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

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

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify purchase orders numbered I22B0007 through I22B0009, I22C0029 through I22C0048, I22D0250 through I22D0331, I22M0113 through I22M0122, I22R0201 through I22R0315, I22S0005, I22V0063 through I22V0075, and I22X0268 through I22X0291 for the 2014/2015 fiscal year.

SH:SM:gs
Attachment

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/14/2014

FROM 09/05/2014 TO 09/25/2014

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|------------------|--------------------------------|-----------------|-----------------------|-----------------------|--|
| I22B0007 | FOLLETT SCHOOL SOLUTIONS INC | 4,059.94 | 4,059.94 | 0181250101 4100 | Lottery Textbook Instr Exp / Textbooks |
| I22B0008 | FOLLETT SCHOOL SOLUTIONS INC | 4,583.22 | 4,583.22 | 0181250101 4100 | Lottery Textbook Instr Exp / Textbooks |
| I22B0009 | MCGRAW HILL | 1,501.84 | 1,501.84 | 0181250101 4100 | Lottery Textbook Instr Exp / Textbooks |
| I22C0029 | INTL BACCALAUREATE NORTH AMERI | 2,916.00 | 2,916.00 | 0109211109 5210 | Sch Theme Resrch Instr Beechwd / Conferences and |
| I22C0030 | SAN BERNARDINO COUNTY SUPT | 250.00 | 250.00 | 0124654221 5210 | Special Ed IDEA Personnel Dev / Conferences and |
| I22C0031 | SCHOOL SERVICES OF CALIFORNIA | 195.00 | 195.00 | 0142054201 5210 | Special Ed Administration / Conferences and Meetings |
| I22C0032 | CASBO | 189.00 | 189.00 | 8152451741 5210 | Property and Liability / Conferences and Meetings |
| I22C0033 | PORTLAND CHILDREN'S MUSEUM | 6,000.00 | 6,000.00 | 1208555271 5210 | Fee Based Childcare Admin / Conferences and Meetings |
| I22C0034 | BOOST COLLABORATIVE | 3,780.00 | 1,890.00 | 0132952101 5210 | Afr Schl Ed Sfty Grt Cohort 6 / Conferences and Meetings |
| | | | 1,890.00 | 1208555271 5210 | Fee Based Childcare Admin / Conferences and Meetings |
| I22C0035 | NATIONAL SCIENCE TEACHERS ASSO | 265.00 | 265.00 | 0130423109 5210 | Site Discr Instruction Parks / Conferences and Meetings |
| I22C0036 | SOCIAL THINKING | 576.00 | 576.00 | 0125554101 5210 | LEA Medi Cal Reimburse Speech / Conferences and |
| I22C0038 | CALIFORNIA MATH COUNCIL SOUTH | 185.00 | 185.00 | 0130430109 5210 | Site Discr Instruction Fisler / Conferences and Meetings |
| I22C0039 | NANCY FETZER'S LITERACY CONNEC | 477.00 | 477.00 | 0130430109 5210 | Site Discr Instruction Fisler / Conferences and Meetings |
| I22C0040 | NANCY FETZER'S LITERACY CONNEC | 954.00 | 954.00 | 0121212101 5210 | Title I Commonwealth Instr / Conferences and Meetings |
| I22C0041 | NANCY FETZER'S LITERACY CONNEC | 954.00 | 954.00 | 0121212101 5210 | Title I Commonwealth Instr / Conferences and Meetings |
| I22C0042 | NANCY FETZER'S LITERACY CONNEC | 795.00 | 795.00 | 0121212101 5210 | Title I Commonwealth Instr / Conferences and Meetings |
| I22C0043 | NATIONAL SCIENCE TEACHERS ASSO | 265.00 | 265.00 | 0130423109 5210 | Site Discr Instruction Parks / Conferences and Meetings |
| I22C0044 | AVID CENTER | 890.00 | 890.00 | 0130220101 5210 | Econ Impact Aid Nicolas / Conferences and Meetings |
| I22C0045 | CASCWA | 95.00 | 95.00 | 0152757789 5210 | Administrative Assistant DC / Conferences and Meetings |
| I22C0046 | CALIFORNIA MATH COUNCIL SOUTH | 175.00 | 175.00 | 0130423109 5210 | Site Discr Instruction Parks / Conferences and Meetings |
| I22C0047 | STAFF DEVELOPMENT FOR EDUCATOR | 242.00 | 242.00 | 0121736101 5210 | Title II Tchr Qlty St Juliana / Conferences and Meetings |
| I22C0048 | CALIFORNIA MATH COUNCIL SOUTH | 195.00 | 195.00 | 0150855359 5210 | District Testing / Conferences and Meetings |
| I22D0250 | SCHOOL DATEBOOKS INC | 260.40 | 130.20 | 0130217101 4310 | Econ Impact Aid Ladera Vista / Materials and Supplies |

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/14/2014

FROM 09/05/2014 TO 09/25/2014

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|------------------|---------------------------|-----------------|-----------------------|-----------------------|--|
| I22D0250 | *** CONTINUED *** | | | | |
| | | | 130.20 | 0130417109 4310 | Site Discr Instruction Ladera / Materials and Supplies Instr |
| I22D0251 | LRP PUBLICATIONS | 250.00 | 250.00 | 0124654221 5800 | Special Ed IDEA Personnel Dev / Other Contracted |
| I22D0252 | LRP PUBLICATIONS | 230.00 | 230.00 | 0124654221 5800 | Special Ed IDEA Personnel Dev / Other Contracted |
| I22D0253 | AMAZON.COM | 39.95 | 39.95 | 0130410109 4310 | Site Discretionary Inst Acacia / Materials and Supplies Inst |
| I22D0254 | HEINEMANN PUBLISHING | 230.10 | 230.10 | 0130410109 4310 | Site Discretionary Inst Acacia / Materials and Supplies Inst |
| I22D0255 | DISCOUNT SCHOOL SUPPLY | 1,014.94 | 1,014.94 | 0125554101 4310 | LEA Medi Cal Reimburse Speech / Materials and Supplies |
| I22D0256 | LEARNING A TO Z | 169.90 | 169.90 | 0181224101 4310 | Instr Mat Lottery Raymond Inst / Materials and Supplies |
| I22D0257 | SCANTRON | 919.64 | 919.64 | 0130423109 4310 | Site Discr Instruction Parks / Materials and Supplies Instr |
| I22D0258 | SCHOOL HEALTH CORPORATION | 50.73 | 50.73 | 0130226101 4310 | Econ Impact Aid Rolling Hills / Materials and Supplies |
| I22D0259 | SCHOLASTIC MAGAZINES | 167.20 | 167.20 | 0130226101 4310 | Econ Impact Aid Rolling Hills / Materials and Supplies |
| I22D0260 | GOV CONNECTION | 304.08 | 304.08 | 0130426109 4310 | Site Discr Instruction Rolling / Materials and Supplies Inst |
| I22D0261 | LAKESHORE LEARNING | 196.78 | 196.78 | 0130412109 4310 | Site Discr Instr Commonwealth / Materials and Supplies |
| I22D0262 | CURRICULUM ASSOCIATES LLC | 202.80 | 202.80 | 0130222101 4310 | Econ Impact Aid Pacific Drive / Materials and Supplies |
| I22D0263 | SCHOOL HEALTH CORPORATION | 101.46 | 101.46 | 0130422109 4310 | Site Discr Instr Pacific Drive / Materials and Supplies Inst |
| I22D0264 | LAKESHORE LEARNING | 871.56 | 871.56 | 0132952101 4310 | Afr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst |
| I22D0265 | KOHBURG INC | 2,066.64 | 2,066.64 | 0132952101 4310 | Afr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst |
| I22D0266 | AMAZON.COM | 252.56 | 252.56 | 0130411109 4310 | Site Discr Instruction Beechwd / Materials and Supplies |
| I22D0267 | APPLE COMPUTER INC. | 2,052.00 | 2,052.00 | 0130220101 4310 | Econ Impact Aid Nicolas / Materials and Supplies Instr |
| I22D0268 | TIME FOR KIDS | 142.72 | 142.72 | 0110326109 4310 | Reimburse Rolling Hills Disc / Materials and Supplies Instr |
| I22D0269 | GOOD KID.COM LLC | 1,172.13 | 1,172.13 | 0130430109 4310 | Site Discr Instruction Fisler / Materials and Supplies Instr |
| I22D0270 | AMAZON.COM | 71.22 | 71.22 | 0130230101 4310 | Economic Impact Aid Fisler / Materials and Supplies Instr |
| I22D0271 | KAPLAN SCHOOL SUPPLY | 523.18 | 523.18 | 0132952101 4310 | Afr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst |
| I22D0272 | STATEMENT SHIRTS | 103.68 | 103.68 | 0130417129 4310 | Physical Education LaderaVista / Materials and Supplies |

**FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/14/2014**

FROM 09/05/2014 TO 09/25/2014

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|------------------|----------------------------|-----------------|-----------------------|-----------------------|--|
| I22D0273 | CHALK SPINNER LLC | 628.80 | 628.80 | 1208527101 4310 | Childcare Instr Sunset Lane / Materials and Supplies Instr |
| I22D0274 | SOLIDARITY | 954.08 | 143.12 | 1208510101 4310 | Childcare Instr Acacia / Materials and Supplies Instr |
| | | | 143.12 | 1208511101 4310 | Childcare Instr Beechwood / Materials and Supplies Instr |
| | | | 143.12 | 1208513101 4310 | Childcare Instr Fern Dr / Materials and Supplies Instr |
| | | | 143.12 | 1208516101 4310 | Childcare Instr Hermosa Drive / Materials and Supplies Instr |
| | | | 143.12 | 1208518101 4310 | Childcare Instr Laguna Road / Materials and Supplies Instr |
| | | | 143.12 | 1208526101 4310 | Childcare Instr Rolling Hills / Materials and Supplies Instr |
| | | | 47.71 | 1208527101 4310 | Childcare Instr Sunset Lane / Materials and Supplies Instr |
| | | | 47.65 | 1208530101 4310 | Childcare Instr Fidler / Materials and Supplies Instr |
| I22D0275 | FLOCABULARY | 1,200.00 | 1,200.00 | 0130410109 4310 | Site Discretionary Inst Acacia / Materials and Supplies Inst |
| I22D0276 | KAPLAN SCHOOL SUPPLY | 533.29 | 533.29 | 1208527101 4310 | Childcare Instr Sunset Lane / Materials and Supplies Instr |
| I22D0277 | WESTERN GRAPHIX | 175.00 | 175.00 | 0130412109 4310 | Site Disc Instr Commonwealth / Materials and Supplies |
| I22D0278 | S&S WORLDWIDE INC | 437.86 | 437.86 | 1208527101 4310 | Childcare Instr Sunset Lane / Materials and Supplies Instr |
| I22D0279 | VIRCO MANUFACTURING | 554.04 | 554.04 | 0130426109 4310 | Site Disc Instruction Rolling / Materials and Supplies Inst |
| I22D0280 | STAPLES 0025724519 | 37.20 | 37.20 | 0130423109 4310 | Site Disc Instruction Parks / Materials and Supplies Instr |
| I22D0281 | SCHOLASTIC MAGAZINES | 1,045.70 | 1,045.70 | 0130427109 4310 | Site Disc Instr Sunset Lane / Materials and Supplies Instr |
| I22D0282 | ENABLEMART | 100.25 | 100.25 | 0111627101 4310 | After School Program Sunset Ln / Materials and Supplies |
| I22D0283 | PINNACLE RADIO INC | 1,311.00 | 1,311.00 | 0130423109 4310 | Site Disc Instruction Parks / Materials and Supplies Instr |
| I22D0284 | CDW.G | 155.68 | 155.68 | 0130410109 4310 | Site Discretionary Inst Acacia / Materials and Supplies Inst |
| I22D0285 | PROJECT WISDOM INC | 538.92 | 538.92 | 0121212101 4310 | Title I Commonwealth Instr / Materials and Supplies Instr |
| I22D0286 | MONOPRICE INC. | 1,209.90 | 1,209.90 | 0130410109 4310 | Site Discretionary Inst Acacia / Materials and Supplies Inst |
| I22D0287 | DIGITAL NETWORKS GROUP INC | 1,105.00 | 1,105.00 | 0130424109 5640 | Site Disc Instruction Raymond / Repairs by Vendors |
| I22D0288 | IMAGE SOURCE | 378.00 | 378.00 | 0130417109 4310 | Site Disc Instruction Ladera / Materials and Supplies Instr |
| I22D0289 | AMAZON.COM | 133.94 | 133.94 | 0121224101 4310 | Title I Raymond Instruction / Materials and Supplies Instr |
| I22D0290 | AMAZON.COM | 88.00 | 88.00 | 0130229101 4310 | Econ Impact Aid Woodcrest / Materials and Supplies Instr |
| I22D0291 | APPLE COMPUTER INC. | 106.92 | 106.92 | 0181210101 4310 | Instr Mat Lottery Acacia Instr / Materials and Supplies Inst |

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/14/2014

FROM 09/05/2014 TO 09/25/2014

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|------------------|----------------------------|-----------------|-----------------------|-----------------------|--|
| I22D0292 | NASCO WEST INC | 27.48 | 27.48 | 0130220101 4310 | Econ Impact Aid Nicolas / Materials and Supplies Instr |
| I22D0293 | DIGITAL NETWORKS GROUP INC | 3,315.00 | 3,315.00 | 2567127859 5640 | Facilities Improvement Sunset / Repairs by Vendors |
| I22D0294 | SALSBURY INDUSTRIES | 319.08 | 319.08 | 0110318109 4310 | Reimburse Laguna Disc / Materials and Supplies Instr |
| I22D0295 | AMAZON.COM | 2,015.71 | 2,015.71 | 0130229101 4310 | Econ Impact Aid Woodcrest / Materials and Supplies Instr |
| I22D0296 | HOUGHTON MIFFLIN COMPANY | 583.78 | 583.78 | 0181218101 4310 | Instr Mat Lottery Laguna Instr / Materials and Supplies Inst |
| I22D0297 | AMAZON.COM | 280.66 | 280.66 | 0111612111 4310 | Donation Autism Commonwealth / Materials and Supplies |
| I22D0298 | TERRAPIN SOFTWARE | 618.78 | 618.78 | 0109555101 4310 | Educ Services Donations Instr / Materials and Supplies Instr |
| I22D0299 | APPLE COMPUTER INC. | 320.76 | 320.76 | 0111612111 4310 | Donation Autism Commonwealth / Materials and Supplies |
| I22D0300 | REALLY GOOD STUFF | 34.71 | 34.71 | 0130422109 4310 | Site Disc Instr Pacific Drive / Materials and Supplies Inst |
| I22D0301 | MOBYMAX | 499.00 | 499.00 | 0130229101 4310 | Econ Impact Aid Woodcrest / Materials and Supplies Instr |
| I22D0302 | CDW.G | 4,099.80 | 4,099.80 | 0111630101 4310 | Donation Discretionary Fisler / Materials and Supplies Instr |
| I22D0303 | GOV CONNECTION | 29.74 | 29.74 | 0121224101 4310 | Title I Raymond Instruction / Materials and Supplies Instr |
| I22D0304 | GOV CONNECTION | 175.31 | 175.31 | 0111613101 4310 | Donation Instruction Fern / Materials and Supplies Instr |
| I22D0305 | HOUGHTON MIFFLIN COMPANY | 552.08 | 552.08 | 0181219101 4310 | Instr Mat Lottery Maple Instru / Materials and Supplies Inst |
| I22D0306 | REMEDIA PUBLICATIONS INC | 347.62 | 347.62 | 0181228101 4310 | Instr Mat Lottery Valencia Ins / Materials and Supplies Inst |
| I22D0307 | CDW.G | 152.22 | 152.22 | 0130423179 4310 | Video Art Production Parks / Materials and Supplies Instr |
| I22D0308 | MONOPRICE INC. | 2,090.39 | 2,090.39 | 0130424109 4310 | Site Disc Instruction Raymond / Materials and Supplies |
| I22D0309 | AMAZON.COM | 105.79 | 105.79 | 0130430109 4310 | Site Disc Instruction Fisler / Materials and Supplies Instr |
| I22D0310 | AMAZON.COM | 72.34 | 72.34 | 0130422109 4310 | Site Disc Instr Pacific Drive / Materials and Supplies Inst |
| I22D0311 | COASTAL ENTERPRISES | 4,252.50 | 4,252.50 | 0111630101 4310 | Donation Discretionary Fisler / Materials and Supplies Instr |
| I22D0312 | COASTAL ENTERPRISES | 400.46 | 400.46 | 0111630101 4310 | Donation Discretionary Fisler / Materials and Supplies Instr |
| I22D0313 | CUSTOMINK | 611.28 | 611.28 | 0110313109 4310 | Reimburse Fern Disc / Materials and Supplies Instr |
| I22D0314 | HOUGHTON MIFFLIN COMPANY | 412.41 | 412.41 | 0130229101 4310 | Econ Impact Aid Woodcrest / Materials and Supplies Instr |
| I22D0315 | E L ACHIEVE | 2,708.64 | 2,708.64 | 0122452101 4310 | Title III Limited Engl Central / Materials and Supplies Inst |

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/14/2014

FROM 09/05/2014 TO 09/25/2014

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|------------------|--------------------------------|-----------------|-----------------------|-----------------------|--|
| I22D0316 | IMAGE SOURCE | 378.00 | 378.00 | 0150454101 4310 | Sp Ed Mental Hlth Supp Instr / Materials and Supplies Instr |
| I22D0317 | LAKESHORE LEARNING | 732.61 | 732.61 | 0130422109 4310 | Site Discr Instr Pacific Drive / Materials and Supplies Inst |
| I22D0318 | APPLE COMPUTER INC. | 370.44 | 370.44 | 0130423109 4310 | Site Discr Instruction Parks / Materials and Supplies Instr |
| I22D0319 | PRECISION DATA PRODUCTS INC | 82.60 | 82.60 | 0130423109 4310 | Site Discr Instruction Parks / Materials and Supplies Instr |
| I22D0320 | AMAZON.COM | 1,618.92 | 1,618.92 | 0130222101 4310 | Econ Impact Aid Pacific Drive / Materials and Supplies |
| I22D0321 | AMAZON.COM | 103.68 | 103.68 | 0181228101 4310 | Instr Mat Lottery Valencia Ins / Materials and Supplies Inst |
| I22D0322 | SPELLINGCITY.COM INC | 195.00 | 195.00 | 0130225101 4310 | Economic Impact Aid Richman / Materials and Supplies |
| I22D0323 | SCHOLASTIC MAGAZINES | 346.11 | 346.11 | 0130212101 4310 | Econ Impact Aid Commonwealth / Materials and Supplies |
| I22D0324 | TEACHER CREATED RESOURCES | 88.96 | 88.96 | 0130222101 4310 | Econ Impact Aid Pacific Drive / Materials and Supplies |
| I22D0325 | AMAZON.COM | 417.20 | 417.20 | 0130219101 4310 | Economic Impact Aid Maple / Materials and Supplies Instr |
| I22D0326 | HEINEMANN PUBLISHING | 199.42 | 199.42 | 0130230101 4310 | Economic Impact Aid Fisler / Materials and Supplies Instr |
| I22D0327 | AMAZON.COM | 42.00 | 42.00 | 0130422109 4310 | Site Discr Instr Pacific Drive / Materials and Supplies Inst |
| I22D0328 | LAKESHORE LEARNING | 311.03 | 311.03 | 0111654101 4310 | Donation Instr Special Educ / Materials and Supplies Instr |
| I22D0329 | AMAZON.COM | 151.11 | 151.11 | 0130410109 4310 | Site Discretionary Inst Acacia / Materials and Supplies Inst |
| I22D0330 | LAKESHORE LEARNING | 1,024.88 | 1,024.88 | 0181222101 4310 | Instr Mat Lottery Pacific Inst / Materials and Supplies Inst |
| I22D0331 | HARCOURT OUTLINES INC | 135.31 | 135.31 | 0121222101 4310 | Title I Pacific Drive Instr / Materials and Supplies Instr |
| I22M0113 | MCMASTER CARR SUPPLY COMPANY | 334.00 | 334.00 | 0153353819 4363 | Plant Maintenance DC / Materials and Supplies Repairs |
| I22M0114 | S AND R AIR CONDITIONING AND H | 286.25 | 286.25 | 0153353819 5640 | Plant Maintenance DC / Repairs by Vendors |
| I22M0115 | VISTA PAINT | 1,285.20 | 1,285.20 | 0153353819 4363 | Plant Maintenance DC / Materials and Supplies Repairs |
| I22M0116 | VIDEOCAM INCORPORATED | 2,000.00 | 2,000.00 | 1453317859 5640 | Deferred Maint Fac Ladera Vsta / Repairs by Vendors |
| I22M0117 | DBMC INC | 720.00 | 720.00 | 4064650851 6100 | Redevelop Pass Through Admin / Sites and Site |
| I22M0118 | ORVAC ELECTRONICS | 568.08 | 568.08 | 0153353819 4363 | Plant Maintenance DC / Materials and Supplies Repairs |
| I22M0119 | PROJECTORZONE.COM | 302.44 | 302.44 | 0153353819 4363 | Plant Maintenance DC / Materials and Supplies Repairs |
| I22M0120 | DBMC INC | 6,470.00 | 6,470.00 | 4064650851 6100 | Redevelop Pass Through Admin / Sites and Site |

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/14/2014

FROM 09/05/2014 TO 09/25/2014

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|------------------|--------------------------------|-----------------|-----------------------|-----------------------|--|
| I22M0121 | FRY'S ELECTRONICS | 107.99 | 107.99 | 0153353819 4363 | Plant Maintenance DC / Materials and Supplies Repairs |
| I22M0122 | GEARY PACIFIC SUPPLY | 2,889.00 | 2,889.00 | 1453326819 4363 | Deferred Maint Rolling Hills / Materials and Supplies |
| I22R0201 | LOMELI, ANITA | 93.64 | 93.64 | 0130412109 4310 | Site Discr Instr Commonwealth / Materials and Supplies |
| I22R0202 | RENAISSANCE LEARNING INC | 5,526.50 | 5,526.50 | 0121225101 4310 | Title I Richman Instruction / Materials and Supplies Instr |
| I22R0203 | NORDYKE, ALISON | 135.03 | 135.03 | 0108627109 4310 | Trans Kinder Instr Sunset Lane / Materials and Supplies |
| I22R0204 | MONTOYA, KRISTIN | 192.21 | 192.21 | 0130417159 4310 | Foods Ladera Vista / Materials and Supplies Instr |
| I22R0205 | CASTILLO, YOLANDA | 170.11 | 170.11 | 0130422109 4310 | Site Discr Instr Pacific Drive / Materials and Supplies Inst |
| I22R0206 | WATHEN, LEAH | 51.36 | 51.36 | 0130422109 4310 | Site Discr Instr Pacific Drive / Materials and Supplies Inst |
| I22R0208 | ACT INC | 62.50 | 62.50 | 0130420109 4310 | Site Discr Instruction Nicolas / Materials and Supplies Inst |
| I22R0209 | NATIONAL ACADEMIES PRESS, THE | 2,371.84 | 2,371.84 | 0109555101 4310 | Educ Services Donations Instr / Materials and Supplies Instr |
| I22R0210 | WHITE RHINO PROMOTIONAL SOLUTI | 52.38 | 52.38 | 0108624109 4310 | Transitional Kinder Instr Raym / Materials and Supplies |
| I22R0211 | DISCOVERY SCIENCE CENTER | 500.00 | 500.00 | 0132952101 5850 | Afr Schl Ed Sfty Grt Cohort 6 / Admission Fees |
| I22R0212 | JOHN'S INCREDIBLE PIZZA CO | 611.49 | 611.49 | 0132952101 5850 | Afr Schl Ed Sfty Grt Cohort 6 / Admission Fees |
| I22R0213 | LONG BEACH AQUARIUM OF THE PAC | 525.00 | 525.00 | 0132952101 5850 | Afr Schl Ed Sfty Grt Cohort 6 / Admission Fees |
| I22R0214 | CONCOURSE ENTERTAINMENT | 650.00 | 650.00 | 0132952101 5850 | Afr Schl Ed Sfty Grt Cohort 6 / Admission Fees |
| I22R0215 | CRYSTAL SPRINGS BOOKS | 1,319.24 | 1,319.24 | 0109555101 4310 | Educ Services Donations Instr / Materials and Supplies Instr |
| I22R0216 | BUCK INSTITUTE FOR EDUCATION | 1,095.03 | 1,095.03 | 0138252101 4310 | Common Core Standards Instr / Materials and Supplies |
| I22R0217 | AEROMARK | 24.30 | 24.30 | 0140955249 4350 | Info Systems Serv Media DC / Materials and Supplies |
| I22R0218 | TICKETPRINTING.COM | 325.04 | 325.04 | 0130417119 4310 | Performing Arts Ladera Vista / Materials and Supplies Instr |
| I22R0219 | OFFICE DEPOT BUSINESS SERVICE | 518.36 | 518.36 | 0109555271 4350 | Educ Services Donations Admin / Materials and Supplies |
| I22R0220 | PAPER RECYCLING SHREDDING | 125.00 | 125.00 | 0130417109 4310 | Site Discr Instruction Ladera / Materials and Supplies Instr |
| I22R0221 | STATEMENT SHIRTS | 589.68 | 589.68 | 0130417129 4310 | Physical Education Ladera Vista / Materials and Supplies |
| I22R0222 | HERNANDEZ, SAIRA | 500.00 | 500.00 | 0152258749 5885 | Personnel Commission Discret / Classified Employees |
| I22R0223 | BARAJAS, TERESA | 194.68 | 194.68 | 0152258749 5885 | Personnel Commission Discret / Classified Employees |

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/14/2014

FROM 09/05/2014 TO 09/25/2014

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|------------------|--------------------------------|-----------------|-----------------------|-----------------------|---|
| I22R0224 | WESTERN PSYCHOLOGICAL SERVICES | 2,354.10 | 2,354.10 | 0125554201 4315 | LEA Medi Cal Reimb Psych Coord / Materials Test Kits |
| I22R0225 | STAPLES 0025724519 | 29.98 | 29.98 | 0150454101 4310 | Sp Ed Mental Hlth Supp Instr / Materials and Supplies Instr |
| I22R0226 | BROOKES PUBLISHING, PAUL H | 187.37 | 187.37 | 0125554101 4310 | LEA Medi Cal Reimburse Speech / Materials and Supplies |
| I22R0227 | SUPER DUPER PUBLICATIONS | 321.39 | 321.39 | 0125554101 4310 | LEA Medi Cal Reimburse Speech / Materials and Supplies |
| I22R0228 | BEECHER, LINDA | 500.00 | 500.00 | 0111630101 4310 | Donation Discretionary Fisler / Materials and Supplies Instr |
| I22R0229 | GENERAL BINDING CORP | 480.00 | 480.00 | 0130428109 4310 | Site Discr Instr Valencia Park / Materials and Supplies Inst |
| I22R0230 | BELEBER, JUDITH | 62.40 | 62.40 | 0181224101 4310 | Instr Mat Lottery Raymond Inst / Materials and Supplies |
| I22R0231 | YANG, ALEX | 69.03 | 69.03 | 1231019101 4310 | Preschool Instruction / Materials and Supplies Instr |
| I22R0232 | K WEST PRINTING | 2,531.74 | 2,531.74 | 0140155239 5860 | Curriculum Development Discret / Printing Outside Vendor |
| I22R0233 | CZERWINSKI, REBECCA | 134.01 | 134.01 | 0111617101 4310 | Donation Instr Ladera Vista / Materials and Supplies Instr |
| I22R0234 | MONTOYA, KRISTIN | 61.52 | 61.52 | 0130417159 4310 | Foods Ladera Vista / Materials and Supplies Instr |
| I22R0235 | CZERWINSKI, REBECCA | 172.50 | 103.50 | 0130217101 4310 | Econ Impact Aid Ladera Vista / Materials and Supplies |
| | | | 69.00 | 0130417109 4310 | Site Discr Instruction Ladera / Materials and Supplies Instr |
| I22R0236 | SUPER DUPER PUBLICATIONS | 385.34 | 385.34 | 0125554101 4310 | LEA Medi Cal Reimburse Speech / Materials and Supplies |
| I22R0237 | DIFFERENT ROADS TO LEARNING IN | 175.87 | 175.87 | 0125554101 4310 | LEA Medi Cal Reimburse Speech / Materials and Supplies |
| I22R0238 | INTL BACCALAUREATE NORTH AMERI | 9,055.00 | 9,055.00 | 0109211109 4310 | Sch Theme Resrch Instr Beechwd / Materials and Supplies |
| I22R0239 | DIESEL EXHAUST AND EMISSIONS L | 13,809.44 | 13,809.44 | 0153150759 5640 | Warehouse DC / Repairs by Vendors |
| I22R0240 | ETTINGER, JULIANNE | 129.44 | 129.44 | 0181224101 4310 | Instr Mat Lottery Raymond Inst / Materials and Supplies |
| I22R0241 | WATTS, CAROL | 46.08 | 46.08 | 0181224101 4310 | Instr Mat Lottery Raymond Inst / Materials and Supplies |
| I22R0242 | COLLAR, THERESA | 127.44 | 127.44 | 0181224101 4310 | Instr Mat Lottery Raymond Inst / Materials and Supplies |
| I22R0243 | E COMPLETE LLC | 1,268.08 | 1,268.08 | 8152451741 4363 | Property and Liability / Materials and Supplies Repairs |
| I22R0244 | DISASTER SURVIVAL SKILLS LLC | 1,198.50 | 1,198.50 | 8152451741 5210 | Property and Liability / Conferences and Meetings |
| I22R0245 | CASBO | 475.00 | 475.00 | 0153750799 5310 | Business Administration DC / Dues and Memberships |
| I22R0246 | SUPPLY MASTER | 95.78 | 95.78 | 0108625109 4310 | Transitional Kinder Instr Rich / Materials and Supplies Instr |

**FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/14/2014**

FROM 09/05/2014 TO 09/25/2014

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|------------------|-------------------------------|-----------------|-----------------------|-----------------------|--|
| I22R0247 | AT&T MOBILITY | 143.99 | 143.99 | 1208227271 4350 | Child Devel Admin / Materials and Supplies Office |
| I22R0248 | DICK BLICK ART MATERIALS | 1,149.50 | 164.21 | 0108613109 4310 | Transitional Kinder Instr Fern / Materials and Supplies Inst |
| | | | 164.21 | 0108621109 4310 | Trans Kinder Inst Orangethorpe / Materials and Supplies |
| | | | 164.21 | 0108622109 4310 | Transitional KinderInstr PacDr / Materials and Supplies Inst |
| | | | 164.21 | 0108624109 4310 | Transitional Kinder Instr Raym / Materials and Supplies |
| | | | 164.21 | 0108625109 4310 | Transitional Kinder Instr Rich / Materials and Supplies Inst |
| | | | 328.45 | 0108627109 4310 | Trans Kinder Instr Sunset Lane / Materials and Supplies |
| I22R0249 | OCEAN INSTITUTE | 500.00 | 500.00 | 0110326109 4310 | Reimburse Rolling Hills Disc / Materials and Supplies Instr |
| I22R0250 | RILEY'S FARM | 1,818.15 | 1,818.15 | 0130411109 5850 | Site Discr Instruction Beechwd / Admission Fees |
| I22R0251 | LEWIS, LARA | 36.07 | 36.07 | 0111610107 4310 | Cotsen Fntn Instr Acacia / Materials and Supplies Instr |
| I22R0252 | GIVEN, STEPHANIE | 99.00 | 99.00 | 0111610107 4310 | Cotsen Fntn Instr Acacia / Materials and Supplies Instr |
| I22R0253 | OPTIMA INC | 236.02 | 236.02 | 0141555109 4310 | Fine Arts Resource Instr / Materials and Supplies Instr |
| I22R0254 | CAMFEL PRODUCTIONS | 895.00 | 895.00 | 0130420109 5802 | Site Discr Instruction Nicolas / Lecturers |
| I22R0255 | MARZANO RESEARCH LABORATORY | 6,500.00 | 1,333.33 | 0130215101 5805 | Econ Impact Aid Golden Hill / Consultants |
| | | | 1,333.34 | 0130227101 5805 | Econ Impact Aid Sunset Lane / Consultants |
| | | | 1,333.33 | 0130426109 5805 | Site Discr Instruction Rolling / Consultants |
| | | | 2,500.00 | 0152657719 5805 | Superintendent Discret / Consultants |
| I22R0257 | MILLER, PAMELA | 136.40 | 136.40 | 0111611101 4310 | Donation Instr Beechwood / Materials and Supplies Instr |
| I22R0258 | LAW OFFICES OF MAUREEN GRAVES | 6,000.00 | 6,000.00 | 0142054201 5828 | Special Ed Administration / Special Education Settlements |
| I22R0259 | SUMMIT HOUSE RESTAURANT, THE | 2,363.10 | 2,363.10 | 0160357789 4350 | Community Events Admin / Materials and Supplies Office |
| I22R0260 | KATIE'S CREATIVE GIFTS | 113.96 | 113.96 | 0152657719 4350 | Superintendent Discret / Materials and Supplies Office |
| I22R0261 | MUCKENTHALER CULTURAL | 2,400.00 | 2,400.00 | 0152657719 4350 | Superintendent Discret / Materials and Supplies Office |
| I22R0262 | HORIZON ENTERTAINMENT LLC | 276.40 | 276.40 | 0130411109 4310 | Site Discr Instruction Beechwd / Materials and Supplies |
| I22R0263 | APPLE COMPUTER INC. | 5,424.96 | 5,424.96 | 0111612111 4310 | Donation Autism Commonwealth / Materials and Supplies |
| I22R0264 | AMAZON.COM | 39.95 | 39.95 | 0140955249 6410 | Info Systems Serv Media DC / New Equip Less Than |
| I22R0265 | LAKESHORE LEARNING | 275.38 | 275.38 | 0125554101 4310 | LEA Medi Cal Reimburse Speech / Materials and Supplies |

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/14/2014

FROM 09/05/2014 TO 09/25/2014

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|------------------|------------------------------|-----------------|-----------------------|-----------------------|--|
| I22R0266 | LAKESHORE LEARNING | 568.26 | 568.26 | 0111054101 4310 | Home Hospital MM MS Instr / Materials and Supplies Instr |
| I22R0267 | SUPER DUPER PUBLICATIONS | 303.22 | 303.22 | 0125554101 4310 | LEA Medi Cal Reimburse Speech / Materials and Supplies |
| I22R0268 | SUPER DUPER PUBLICATIONS | 311.83 | 311.83 | 0125554101 4310 | LEA Medi Cal Reimburse Speech / Materials and Supplies |
| I22R0269 | SUPER DUPER PUBLICATIONS | 257.26 | 257.26 | 0125554101 4310 | LEA Medi Cal Reimburse Speech / Materials and Supplies |
| I22R0270 | SUPER DUPER PUBLICATIONS | 185.46 | 185.46 | 0125554101 4310 | LEA Medi Cal Reimburse Speech / Materials and Supplies |
| I22R0271 | CALIFORNIA CONSORTIUM FOR | 60.00 | 60.00 | 0151055339 5310 | Child Welfare and AttendanceDC / Dues and Memberships |
| I22R0272 | PEARSON ASSESSMENT INC | 8,481.20 | 8,481.20 | 0111555103 4310 | Gifted and Talented Education / Materials and Supplies |
| I22R0273 | RIVERSIDE PUBLISHING COMPANY | 659.86 | 659.86 | 0124854101 4315 | Spec Ed Preschool Instr / Materials Test Kits Protocols |
| I22R0274 | PEARSON ASSESSMENT INC | 155.76 | 155.76 | 0113054101 4315 | Resource Specialist Program / Materials Test Kits Protocols |
| I22R0275 | JANELLE PUBLICATIONS | 234.82 | 234.82 | 0124854101 4315 | Spec Ed Preschool Instr / Materials Test Kits Protocols |
| I22R0276 | SUPER DUPER PUBLICATIONS | 77.65 | 77.65 | 0125554101 4310 | LEA Medi Cal Reimburse Speech / Materials and Supplies |
| I22R0277 | PRO ED | 330.20 | 330.20 | 0125554101 4310 | LEA Medi Cal Reimburse Speech / Materials and Supplies |
| I22R0278 | PRO ED | 2,773.00 | 2,773.00 | 0113054101 4315 | Resource Specialist Program / Materials Test Kits Protocols |
| I22R0279 | AMAZON.COM | 37.91 | 37.91 | 0125554101 4310 | LEA Medi Cal Reimburse Speech / Materials and Supplies |
| I22R0280 | ELMORE, DOUGLAS | 239.24 | 119.62 | 0130217101 4310 | Econ Impact Aid Ladera Vista / Materials and Supplies |
| | | | 119.62 | 0130417109 4310 | Site Discr Instruction Ladera / Materials and Supplies Instr |
| I22R0281 | HYUN, TRICIA | 174.95 | 174.95 | 0111623101 4310 | Donation Instr Parks / Materials and Supplies Instr |
| I22R0282 | HYUN, TRICIA | 439.99 | 439.99 | 0111623101 4310 | Donation Instr Parks / Materials and Supplies Instr |
| I22R0283 | CHONG, JASON | 439.99 | 439.99 | 0111623101 4310 | Donation Instr Parks / Materials and Supplies Instr |
| I22R0284 | SYLVESTER, YVONNE | 111.10 | 111.10 | 0130422109 4310 | Site Discr Instr Pacific Drive / Materials and Supplies Inst |
| I22R0285 | CASTILLO, YOLANDA | 304.79 | 304.79 | 0130222101 4310 | Econ Impact Aid Pacific Drive / Materials and Supplies |
| I22R0286 | HYUN, TRICIA | 123.19 | 123.19 | 0111623101 4310 | Donation Instr Parks / Materials and Supplies Instr |
| I22R0287 | PINNACLE RADIO INC | 182.00 | 91.00 | 0130217101 4310 | Econ Impact Aid Ladera Vista / Materials and Supplies |
| | | | 91.00 | 0130417109 4310 | Site Discr Instruction Ladera / Materials and Supplies Instr |

**FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/14/2014**

FROM 09/05/2014 TO 09/25/2014

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|------------------|--------------------------------|-----------------|-----------------------|-----------------------|--|
| I22R0288 | BIGGS, ROBIN | 328.36 | 328.36 | 0181217101 4310 | Instr Mat Lottery Ladera Instr / Materials and Supplies Inst |
| I22R0289 | CASTILLO, YOLANDA | 82.21 | 82.21 | 0130422109 4310 | Site Discr Instr Pacific Drive / Materials and Supplies Inst |
| I22R0290 | WHITE, KELLIE | 129.48 | 129.48 | 0125554101 4310 | LEA Medi Cal Reimburse Speech / Materials and Supplies |
| I22R0291 | CZERWINSKI, REBECCA | 36.13 | 36.13 | 0181217101 4310 | Instr Mat Lottery Ladera Instr / Materials and Supplies Inst |
| I22R0292 | NGUYEN, LAN | 41.71 | 41.71 | 0130417109 4310 | Site Discr Instruction Ladera / Materials and Supplies Instr |
| I22R0293 | PUENTEDURA, RUBEN RODOLFO | 3,950.00 | 3,950.00 | 0130252271 5805 | Econ Impact Aid Sch Admin Dist / Consultants |
| I22R0294 | HIGHFILL, LISA | 2,000.00 | 2,000.00 | 0130252271 5805 | Econ Impact Aid Sch Admin Dist / Consultants |
| I22R0295 | MILLER, PAMELA | 55.05 | 55.05 | 0130411109 4310 | Site Discr Instruction Beechwd / Materials and Supplies |
| I22R0296 | ALLEN, KATHRYN | 62.40 | 62.40 | 0181211101 4310 | Instr Mat Lottery Beechwood In / Materials and Supplies |
| I22R0297 | DEMONTEVERDE, ALLISON | 64.35 | 64.35 | 0181211101 4310 | Instr Mat Lottery Beechwood In / Materials and Supplies |
| I22R0298 | MARTINEZ, CHRISTI | 60.45 | 60.45 | 0181211101 4310 | Instr Mat Lottery Beechwood In / Materials and Supplies |
| I22R0299 | ZARAGOZA, RACHEL | 484.21 | 484.21 | 0130420139 4310 | Science Nicolas / Materials and Supplies Instr |
| I22R0300 | DESAI, SHITAL | 112.38 | 112.38 | 0130420139 4310 | Science Nicolas / Materials and Supplies Instr |
| I22R0301 | HAIKU LEARNING SYSTEMS INC | 74,250.00 | 74,250.00 | 0140955249 5810 | Info Systems Serv Media DC / Data Processing Services |
| I22R0302 | DAISY IT | 205.11 | 205.11 | 0132952101 4310 | Aftr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst |
| I22R0303 | TRASH FOR TEACHING | 100.00 | 100.00 | 0108627109 4310 | Trans Kinder Instr Sunset Lane / Materials and Supplies |
| I22R0304 | APPLE COMPUTER INC. | 24,087.36 | 24,087.36 | 0111912101 4310 | Phelps Grant Commonwealth / Materials and Supplies Instr |
| I22R0305 | SCHOLASTIC MAGAZINES | 470.25 | 470.25 | 0181222101 4310 | Instr Mat Lottery Pacific Inst / Materials and Supplies Inst |
| I22R0306 | MICRON CONSUMER PRODUCTS | 175.68 | 175.68 | 0140955249 6410 | Info Systems Serv Media DC / New Equip Less Than |
| I22R0307 | LANDIS, SARAH | 1,500.00 | 1,500.00 | 0130252101 5805 | Econ Impact Aid Instruct Distr / Consultants |
| I22R0308 | LAKESHORE LEARNING | 184.49 | 184.49 | 0125554101 4310 | LEA Medi Cal Reimburse Speech / Materials and Supplies |
| I22R0309 | TANAKA FARMS LLC | 1,344.00 | 1,344.00 | 0130411109 5210 | Site Discr Instruction Beechwd / Conferences and Meetings |
| I22R0310 | THEATRE EXPERIENCE OF SO CALIF | 585.00 | 585.00 | 0111630101 5850 | Donation Discretionary Fisler / Admission Fees |
| I22R0311 | PRO ED | 126.11 | 126.11 | 0125554101 4310 | LEA Medi Cal Reimburse Speech / Materials and Supplies |

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/14/2014

FROM 09/05/2014 TO 09/25/2014

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|------------------|--------------------------------|-----------------|-----------------------|-----------------------|--|
| I22R0312 | CDW.G | 768.73 | 768.73 | 0140955249 4350 | Info Systems Serv Media DC / Materials and Supplies |
| I22R0313 | WESTERN PSYCHOLOGICAL SERVICES | 574.66 | 574.66 | 0125354321 4315 | SpEd Section619 Psychological / Materials Test Kits |
| I22R0314 | CURRICULUM ASSOCIATES LLC | 92.04 | 92.04 | 0113054101 4315 | Resource Specialist Program / Materials Test Kits Protocols |
| I22R0315 | INZUNZA, JERRY | 1,070.00 | 1,070.00 | 0152657719 4350 | Superintendent Discret / Materials and Supplies Office |
| I22S0005 | ROCKWELL MEDICAL SUPPLY INC | 1,045.98 | 1,045.98 | 0100000000 9320 | Unrestricted / Stores |
| I22V0063 | APPLE COMPUTER INC. | 50,952.00 | 50,952.00 | 0138252101 6410 | Common Core Standards Instr / New Equip Less Than |
| I22V0064 | APPLE COMPUTER INC. | 1,185.92 | 1,185.92 | 4064650851 6410 | Redevelop Pass Through Admin / New Equip Less Than |
| I22V0065 | CDW.G | 2,045.52 | 2,045.52 | 0140955249 6410 | Info Systems Serv Media DC / New Equip Less Than |
| I22V0066 | IMAGE SOURCE | 972.00 | 378.00 | 0130426109 4310 | Site Discr Instruction Rolling / Materials and Supplies Inst |
| | | | 594.00 | 0130426109 6410 | Site Discr Instruction Rolling / New Equip Less Than |
| I22V0067 | FLINN SCIENTIFIC | 522.68 | 261.34 | 0130217101 6410 | Econ Impact Aid Ladera Vista / New Equip Less Than |
| | | | 261.34 | 0130417109 6410 | Site Discr Instruction Ladera / New Equip Less Than |
| I22V0068 | APPLE COMPUTER INC. | 24,748.84 | 106.92 | 0130224101 4310 | Econ Impact Aid Raymond / Materials and Supplies Instr |
| | | | 24,641.92 | 0130224101 6410 | Econ Impact Aid Raymond / New Equip Less Than \$10,000 |
| I22V0069 | APPLE COMPUTER INC. | 2,781.72 | 2,781.72 | 0140955249 6410 | Info Systems Serv Media DC / New Equip Less Than |
| I22V0070 | APPLE COMPUTER INC. | 4,774.08 | 4,774.08 | 0140955249 6410 | Info Systems Serv Media DC / New Equip Less Than |
| I22V0071 | APPLE COMPUTER INC. | 1,956.64 | 1,134.85 | 0111613101 6410 | Donation Instruction Fern / New Equip Less Than \$10,000 |
| | | | 821.79 | 0130413109 6410 | Site Discr Instruction Fern Dr / New Equip Less Than |
| I22V0072 | COMMUNITY PLAYTHINGS | 4,401.00 | 3,871.80 | 1208227101 4310 | Child Devel Instr / Materials and Supplies Instr |
| | | | 529.20 | 1208227101 6410 | Child Devel Instr / New Equip Less Than \$10,000 |
| I22V0073 | COMMUNITY PLAYTHINGS | 4,401.00 | 3,871.80 | 1208227101 4310 | Child Devel Instr / Materials and Supplies Instr |
| | | | 529.20 | 1208227101 6410 | Child Devel Instr / New Equip Less Than \$10,000 |
| I22V0074 | APPLE COMPUTER INC. | 3,251.52 | 3,251.52 | 0132952101 6410 | Afr Schl Ed Sfty Grt Cohort 6 / New Equip Less Than |
| I22V0075 | APPLE COMPUTER INC. | 1,563.92 | 1,563.92 | 0153050799 6450 | Business Administration DC / Repl Equip Less Than |
| I22X0268 | AT&T MOBILITY | 6,000.00 | 900.00 | 0132952101 5900 | Afr Schl Ed Sfty Grt Cohort 6 / Communications |
| | | | 600.00 | 1208227271 5900 | Child Devel Admin / Communications |

**FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/14/2014**

FROM 09/05/2014 TO 09/25/2014

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|------------------|--------------------------------|-----------------|-----------------------|-----------------------|--|
| I22X0268 | *** CONTINUED *** | | | | |
| | | | 600.00 | 1208510821 5900 | Childcare Acacia Utilities / Communications |
| | | | 600.00 | 1208511821 5900 | Childcare Beechwood Utilities / Communications |
| | | | 600.00 | 1208513821 5900 | Childcare Fern Dr Utilities / Communications |
| | | | 600.00 | 1208516821 5900 | Childcare Hermosa Dr Utilities / Communications |
| | | | 600.00 | 1208518821 5900 | Childcare Laguna Rd Utilities / Communications |
| | | | 600.00 | 1208526821 5900 | Childcare Rolling Hills Utilit / Communications |
| | | | 900.00 | 1231019271 5900 | Preschool Administration / Communications |
| I22X0269 | STATE OF CALIFORNIA | 5,000.00 | 5,000.00 | 0152151749 5880 | Personnel Serv Certificated DC / Fingerprinting |
| I22X0270 | FERRANTE, SUSAN MARIE | 3,000.00 | 3,000.00 | 0141555109 5805 | Fine Arts Resource Instr / Consultants |
| I22X0271 | SOUTHWEST SCHOOL SUPPLY | 500.00 | 500.00 | 0111555213 4350 | Gifted Talented Ed Supervision / Materials and Supplies |
| I22X0272 | ALL CITY MANAGEMENT SERVICE | 10,483.20 | 10,483.20 | 0153750799 5899 | Business Administration DC / Other Expenses |
| I22X0273 | GALLAGHER PEDIATRIC THERAPY | 30,000.00 | 30,000.00 | 0171054101 5866 | Outside Services NPA NPS / Nonpublic Agency Services |
| I22X0274 | CAREERSTAFF UNLIMITED INC | 15,000.00 | 15,000.00 | 0171054101 5866 | Outside Services NPA NPS / Nonpublic Agency Services |
| I22X0275 | HIDDLESON LISTENING LANGUAGE | 10,000.00 | 10,000.00 | 0171054101 5805 | Outside Services NPA NPS / Consultants |
| I22X0276 | REYES, HECTOR AND WANDA | 3,000.00 | 3,000.00 | 0142054261 5220 | Spec Ed Parent Participation / Mileage |
| I22X0277 | MORRIS, DR ROBIN | 10,000.00 | 10,000.00 | 0171054101 5805 | Outside Services NPA NPS / Consultants |
| I22X0278 | PREMIER HEALTHCARE SERVICES LL | 72,000.00 | 72,000.00 | 0171054101 5805 | Outside Services NPA NPS / Consultants |
| I22X0279 | ANGLIN'S INSTRUMENT REPAIR | 500.00 | 500.00 | 0111611101 4310 | Donation Instr Beechwood / Materials and Supplies Instr |
| I22X0280 | SECURE TRANSPORTATION COMPANY | 17,000.00 | 17,000.00 | 0171054101 5805 | Outside Services NPA NPS / Consultants |
| I22X0281 | BELLFLOWER MUSIC CENTER | 500.00 | 500.00 | 0141555109 4310 | Fine Arts Resource Instr / Materials and Supplies Instr |
| I22X0282 | SOUTHWEST SCHOOL SUPPLY | 200.00 | 200.00 | 0111054101 4310 | Home Hospital MM MS Instr / Materials and Supplies Instr |
| I22X0283 | FIRST EVANGELICAL FREE CHURCH | 11,000.00 | 11,000.00 | 0152055779 5805 | Education Services Discret / Consultants |
| I22X0284 | STAPLES 0025724519 | 500.00 | 500.00 | 0130225101 4310 | Economic Impact Aid Richman / Materials and Supplies |
| I22X0285 | BELLFLOWER MUSIC CENTER | 500.00 | 500.00 | 0130417139 4310 | Instrumental Music LaderaVista / Materials and Supplies |
| I22X0286 | ANGLIN'S INSTRUMENT REPAIR | 500.00 | 500.00 | 0130417139 4310 | Instrumental Music LaderaVista / Materials and Supplies |

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 10/14/2014

FROM 09/05/2014 TO 09/25/2014

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|------------------|---|-------------------|-----------------------|-----------------------|--|
| I22X0287 | PRINT AND FINISHING SOLUTIONS | 1,500.00 | 1,500.00 | 0151955769 4350 | Copy Center Discretionary / Materials and Supplies Office |
| I22X0288 | RYOO, SUSAN PARK | 7,446.00 | 7,446.00 | 0141555109 5805 | Fine Arts Resource Instr / Consultants |
| I22X0289 | SAUNDERS, JULIETTE MARIE | 7,446.00 | 7,446.00 | 0141555109 5805 | Fine Arts Resource Instr / Consultants |
| I22X0290 | COSTCO WHOLESALE | 750.00 | 750.00 | 0130420109 4310 | Site Discr Instruction Nicolas / Materials and Supplies Inst |
| I22X0291 | INTERMOUNTAIN DEACONESS CHILDR | 140,525.00 | 115,525.00 | 0150454181 5100 | Mental Health Support NPA NPS / Subagreements for |
| | | | 25,000.00 | 0150454181 5865 | Mental Health Support NPA NPS / Nonpublic School |
| | Fund 01 Total: | 718,077.61 | | | |
| | Fund 12 Total: | 24,559.05 | | | |
| | Fund 14 Total: | 4,889.00 | | | |
| | Fund 25 Total: | 3,315.00 | | | |
| | Fund 40 Total: | 8,375.92 | | | |
| | Fund 81 Total: | 2,655.58 | | | |
| | Total Amount of Purchase Orders: | 761,872.16 | | | |

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES **10/14/2014**

FROM 09/05/2014 TO 09/25/2014

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>CHANGE AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|---------------------------------------|-------------------------------|-----------------|----------------------|-----------------------|--|
| I22B0004 | FOLLETT SCHOOL SOLUTIONS INC | 4,006.50 | +288.94 | 0181250101 4100 | Lottery Textbook Instr Exp / Textbooks |
| I22D0204 | BEST PRICED PRODUCTS INC | 354.72 | +45.00 | 0125554101 4310 | LEA Medi Cal Reimburse Speech / Materials and Supplies |
| I22D0224 | CONSTRUCTIVE PLAYTHINGS | 369.78 | +63.00 | 0125554101 4310 | LEA Medi Cal Reimburse Speech / Materials and Supplies |
| I22T0002 | CI SOLUTIONS | 2,289.22 | -183.14 | 0156556369 6410 | Home to Sch Transportation DC / New Equip Less Than |
| I22X0001 | SOUTHWEST SCHOOL SUPPLY | 25,500.00 | +8,000.00 | 0130230101 4310 | Economic Impact Aid Fisler / Materials and Supplies Instr |
| | | | +2,500.00 | 0130430109 4310 | Site Discr Instruction Fisler / Materials and Supplies Instr |
| I22X0004 | SOUTHWEST SCHOOL SUPPLY | 12,583.73 | +4,583.73 | 0130417109 4310 | Site Discr Instruction Ladera / Materials and Supplies Instr |
| I22X0087 | CHIDESTER AND ASSOCIATES, MAR | 10,000.00 | +7,000.00 | 0152258749 5825 | Personnel Commission Discret / Legal Assistance |
| I22X0157 | PARKER AND COVERT LLP | 30,000.00 | +28,000.00 | 0153750799 5825 | Business Administration DC / Legal Assistance |
| I22X0208 | ANDERSON, VERONICA | 21,000.00 | +2,250.00 | 0141555109 5805 | Fine Arts Resource Instr / Consultants |
| I22X0236 | AARDVARK CLAY AND SUPPLIES | 8,000.00 | +3,000.00 | 0130217101 4310 | Econ Impact Aid Ladera Vista / Materials and Supplies Instr |
| | | | +2,000.00 | 0130417169 4310 | Site Discretionary FAME Instr / Materials and Supplies Instr |
| I22X0250 | HOLLANDER GLASS INC | 5,500.00 | +1,800.00 | 0130217101 4310 | Econ Impact Aid Ladera Vista / Materials and Supplies Instr |
| | | | +1,200.00 | 0130417169 4310 | Site Discretionary FAME Instr / Materials and Supplies Instr |
| I22Z0018 | GEARY PACIFIC SUPPLY | 7,000.00 | +3,000.00 | 0153353819 4363 | Plant Maintenance DC / Materials and Supplies Repairs |
| I22Z0051 | TRI ED INC | 2,500.00 | +1,500.00 | 0153353819 4363 | Plant Maintenance DC / Materials and Supplies Repairs |
| Fund 01 Total: | | | 65,047.53 | | |
| Total Amount of Change Orders: | | | 65,047.53 | | |

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

10/14/2014

FROM 09/05/2014 TO 09/25/2014

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|----------------------------------|--------------------------------|-----------------|----------------------------|---|---|
| I22C0037 | CALIFORNIA ASSOCIATION OF SCHO | 1,760.00 | 1,760.00 | 0125554201 5210 | LEA Medi Cal Reimb Psych Coord / Conferences and |
| I22R0019 | RENAISSANCE LEARNING INC | 5,768.50 | 5,768.50 | 0121225241 4310 | Title I Richman Instr Media / Materials and Supplies Instr |
| I22R0207 | PRO ED | 8,378.00 | 8,378.00 | 0125554101 4315 | LEA Medi Cal Reimburse Speech / Materials Test Kits |
| I22R0256 | NIGRO AND NIGRO PC | 1,800.00 | 504.00 432.00 864.00 | 0127500000 9510 0139200000 9510 0139400000 9510 | Early Learning Specialist Rev / Accounts Payable Manual School Readiness Services Rev / Accounts Payable Manual School Readiness Nurse Srv Rev / Accounts Payable |
| I22X0034 | STAPLES 0025724519 | 500.00 | 500.00 | 0130225101 4310 | Economic Impact Aid Richman / Materials and Supplies |
| Fund 01 Total: | | 18,206.50 | | | |
| Total Amount of Purchase Orders: | | 18,206.50 | | | |

CONSENT ITEM

DATE: October 14, 2014
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 170213 THROUGH 170285 FOR THE 2014/2015 SCHOOL
YEAR

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated September 5, 2014 through September 25, 2014 contains purchase orders numbered 170213 through 170285 for the 2014/2015 school year totaling \$364,138.06. Purchase order numbered 170223 was voided.

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

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

Funding: Nutrition Services Fund (13).

Recommendation: Approve/Ratify Nutrition Services purchase orders numbered 170213 through 170285 for the 2014/2015 school year.

SH:KT:dlh
Attachment

Schedule of Open / Out of Date Sequence/ Processed Food
Commodity
Purchase Order Report
09-05-14 through 09-25-14

| Date | Vendor | PO Number | Category | Amount |
|---|-----------------|-----------|----------|----------------------|
| Open Purchase Orders | | | | |
| Amount Not To Exceed | | | | |
| 9/5/2014 | Gold Star Foods | 170219 | Food | 3,000.00 |
| TOTAL OPEN PURCHASE ORDERS | | | | |
| | | | | 3,000.00 |
| Processed Food & Commodity P.O.'s | | | | |
| NONE | | | | |
| Total OPEN Purchase Orders | | | | \$ 3,000.00 |
| Total Purchase Orders Out of Date Sequence | | | | - |
| Total Processed Food & Commodity P.O.'s | | | | - |
| Total Purchase Orders from Purchase Order Detail Report | | | | 361,138.06 |
| TOTAL PURCHASE ORDERS | | | | \$ 364,138.06 |

Purchase Orders - Detail

9/25/2014 9:45:02 AM

Fullerton School District

Show all data where the Order Date is between 9/5/2014 and 9/25/2014

| Vendor Name | PO No. | P.O. Date | Date Needed | Revised | Needed Date | Account No. | Use Vendor Numbers |
|----------------------------------|---------------|------------------|---|---------|-------------|---------------|--------------------------|
| Hubert Company | 170258 | 9/17/2014 | 9/17/2014 | | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | | Unit Cost | Extended Cost |
| 1 | ea | 1 | #88608, 8 character labeler | | | \$68.3900 | \$68.39 |
| 5 | ea | 2 | #18359, Replacement Ink Roller | | | \$5.0900 | \$25.45 |
| 6 | ea | 3 | #96753, Use By Sticker, 1000/roll | | | \$17.0900 | \$102.54 |
| 12 | ea | 4 | #15622, Vegetarian Deli Dot Labc, 1000/roll | | | \$5.8900 | \$70.68 |
| Sales Tax: | | | | | | | \$0.00 |
| P.O. Total: | | | | | | | \$267.06 |
| Hubert Company | 170280 | 9/24/2014 | 9/24/2014 | | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | | Unit Cost | Extended Cost |
| 24 | ea | 1 | 99980 Serving Spoons | | | \$4.7900 | \$114.96 |
| Sales Tax: | | | | | | | \$0.00 |
| P.O. Total: | | | | | | | \$114.96 |
| Vendor Total: | | | | | | | \$382.02 |
| Le Chef Bakery | 170220 | 9/5/2014 | 9/11/2014 | | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | | Unit Cost | Extended Cost |
| 10 | pack | 1 | #DA B001-12TS, Twist Danish Med Assort | | | \$7.3100 | \$73.10 |
| 18 | pack | 2 | #MUBASST-M-TC-16TS, Muffin Assort, 2.5oz | | | \$9.5900 | \$172.62 |
| Sales Tax: | | | | | | | \$0.00 |
| P.O. Total: | | | | | | | \$245.72 |
| Vendor Total: | | | | | | | \$245.72 |
| Fullerton School District | 170218 | 9/5/2014 | 9/30/2014 | | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | | Unit Cost | Extended Cost |
| 1 | ea | 1 | Estimated Payroll per September Bitech Report | | | 200,000.0000 | \$200,000.00 |
| 1 | ea | 1 | Estimated Dist. Exp. per September Bitech Rep | | | \$20,000.0000 | \$20,000.00 |
| Sales Tax: | | | | | | | \$0.00 |
| P.O. Total: | | | | | | | \$220,000.00 |
| Vendor Total: | | | | | | | \$220,000.00 |
| Gold Star Foods Inc. | 170219 | 9/5/2014 | 6/30/2015 | | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | | Unit Cost | Extended Cost |
| 1 | CS | 1 | Inv.#1107222 dated 9/2/14 | | | \$39.1000 | \$39.10 |
| 1 | lot | 1 | Inv.#1128479 dated 9/23/14 | | | \$35.3700 | \$35.37 |
| Sales Tax: | | | | | | | \$0.00 |
| P.O. Total: | | | | | | | \$74.47 |
| Gold Star Foods Inc. | 170224 | 9/5/2014 | 9/12/2014 | | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | | Unit Cost | Extended Cost |
| 7 | case | 55241 | Chicken, Thai GS#403830 6/7.15# AsianFoodSol | | | \$90.3600 | \$632.52 |
| 40 | case | 3072 | Cereal, Granola Lowfat Mal-O-Meal 4/50oz. | | | \$33.5200 | \$1,340.80 |
| 36 | case | 7225 | Cinnamon Roll, Mini GS#113361 72/2.29oz. | | | \$36.0200 | \$1,296.72 |
| 12 | case | 30341 | Waffle, GS#134252, Blueberry Smuckers#33661 72 ct | | | \$32.7700 | \$393.24 |
| 12 | case | 54015 | Cheese,String Cmdy LOL,GS#401172,168/cs,MF#59701 | | | \$14.9600 | \$179.52 |

Purchase Orders - Detail

9/25/2014 9:45:02 AM

Fullerton School District

Show all data where the Order Date is between 9/5/2014 and 9/25/2014

| Vendor Name | PO No. | P.O. Date | Date Needed | Revised | Needed Date | Account No. | Use Vendor Numbers |
|----------------------|-------------|-----------------|---|---------|-------------|--------------------|--------------------------|
| Gold Star Foods Inc. | 170224 | 9/5/2014 | 9/12/2014 | | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | | Unit Cost | Extended Cost |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$3,842.80 |
| Gold Star Foods Inc. | 170225 | 9/5/2014 | 9/12/2014 | | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | | Unit Cost | Extended Cost |
| 14 | cs | 1 | Beef Steak Burger Patty, GS #134274 | | | \$135.3900 | \$1,895.46 |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$1,895.46 |
| Gold Star Foods Inc. | 170229 | 9/9/2014 | 9/11/2014 | | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | | Unit Cost | Extended Cost |
| 61 | cs | 1 | GS# 100312, 6" Taco Shell, 200ct | | | \$13.4700 | \$821.67 |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$821.67 |
| Gold Star Foods Inc. | 170231 | 9/10/2014 | 9/12/2014 | | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | | Unit Cost | Extended Cost |
| 5 | cs | 1 | GS #110615 WG, Sandwich Bread 10 loaves/case | | | \$12.2700 | \$61.35 |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$61.35 |
| Gold Star Foods Inc. | 170237 | 9/12/2014 | 9/30/2014 | | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | | Unit Cost | Extended Cost |
| 57 | case | 380112 | Dinner Meal, Asian Salad GS#303529 24 ct | | | \$42.0000 | \$2,394.00 |
| 46 | case | 380114 | Dinner Meal, Power, GS#203032 30 ct. | | | \$49.8000 | \$2,290.80 |
| 30 | case | 59801 | Sandwich,Sunbter&GrpJelly,GS#113264,96csSW#11128W | | | \$72.7300 | \$2,181.90 |
| 46 | case | 380113 | Dinner Meal, Energizer GS#203033 30ct | | | \$49.8000 | \$2,290.80 |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$9,157.50 |
| Gold Star Foods Inc. | 170238 | 9/12/2014 | 10/3/2014 | | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | | Unit Cost | Extended Cost |
| 57 | case | 380118 | Dinner Meal,Cheese Plate, GS#303526 24 ct. | | | \$42.0000 | \$2,394.00 |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$2,394.00 |
| Gold Star Foods Inc. | 170239 | 9/12/2014 | 10/7/2014 | | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | | Unit Cost | Extended Cost |
| 57 | case | 380120 | Dinner Meal, Chef Salad, GS#303531 24 count | | | \$42.0000 | \$2,394.00 |
| 46 | case | 380114 | Dinner Meal, Power, GS#203032 30 ct. | | | \$49.8000 | \$2,290.80 |
| 46 | case | 380113 | Dinner Meal, Energizer GS#203033 30ct | | | \$49.8000 | \$2,290.80 |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$6,975.60 |
| Gold Star Foods Inc. | 170240 | 9/12/2014 | 10/10/2014 | | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | | Unit Cost | Extended Cost |
| 57 | case | 380118 | Dinner Meal,Cheese Plate, GS#303526 24 ct. | | | \$42.0000 | \$2,394.00 |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$2,394.00 |
| Gold Star Foods Inc. | 170241 | 9/12/2014 | 10/14/2014 | | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | | Unit Cost | Extended Cost |
| 57 | case | 380115 | Dinner Meal, Chipotle Mix, GS#303524 24 ct. | | | \$42.0000 | \$2,394.00 |
| 30 | case | 59801 | Sandwich,Sunbter&GrpJelly,GS#113264,96csSW#11128W | | | \$72.7300 | \$2,181.90 |

Purchase Orders - Detail

9/25/2014 9:45:02 AM

Fullerton School District

Show all data where the Order Date is between 9/5/2014 and 9/25/2014

| Vendor Name | | PO No. | P.O. Date | Date Needed | Revised Needed Date | Account No. | Use Vendor Numbers |
|----------------------|------|----------|--|-------------|---------------------|--------------------|--------------------------|
| Gold Star Foods Inc. | | 170241 | 9/12/2014 | 10/14/2014 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$4,575.90 |
| Gold Star Foods Inc. | | 170242 | 9/12/2014 | 10/17/2014 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 57 | case | 380118 | Dinner Meal,Cheese Plate, GS#303526 24 ct. | \$42.0000 | \$2,394.00 | | |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$2,394.00 |
| Gold Star Foods Inc. | | 170243 | 9/12/2014 | 10/21/2014 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 57 | case | 380112 | Dinner Meal, Asian Salad GS#303529 24 ct | \$42.0000 | \$2,394.00 | | |
| 46 | case | 380114 | Dinner Meal, Power, GS#203032 30 ct. | \$49.8000 | \$2,290.80 | | |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$4,684.80 |
| Gold Star Foods Inc. | | 170244 | 9/12/2014 | 10/24/2014 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 57 | case | 380118 | Dinner Meal,Cheese Plate, GS#303526 24 ct. | \$42.0000 | \$2,394.00 | | |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$2,394.00 |
| Gold Star Foods Inc. | | 170245 | 9/12/2014 | 10/28/2014 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 57 | case | 380120 | Dinner Meal, Chef Salad, GS#303531 24 count | \$42.0000 | \$2,394.00 | | |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$2,394.00 |
| Gold Star Foods Inc. | | 170246 | 9/12/2014 | 9/26/2014 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 40 | case | 30347 | Roll,Dinner,WhiteWheat GS#100634 DoBake 120/case | \$21.5300 | \$861.20 | | |
| 85 | case | 59046 | Pizza,FrenchBrd, GS#400126 60/cs Ardellas | \$36.4900 | \$3,101.65 | | |
| 39 | case | 55058 | Chicken, Strips WG GS#401596 Tyson#3859-0928 | \$37.0600 | \$1,445.34 | | |
| 32 | case | 8024 | Cheez-Its, WG GS#203137 Kelloggs 175 ct/.75oz | \$35.6100 | \$1,139.52 | | |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$6,547.71 |
| Gold Star Foods Inc. | | 170247 | 9/12/2014 | 9/19/2014 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 5 | case | 58002 | Sausage Link,120Ser/cs 2 per serv., GS#401388 | \$23.2500 | \$116.25 | | |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$116.25 |
| Gold Star Foods Inc. | | 170248 | 9/12/2014 | 9/26/2014 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 24 | case | 56044 | Spaghetti, Beef GS#401074 6/5# JTM | \$31.1500 | \$747.60 | | |
| 40 | case | 991000 | Blueberries, IQF, GS#133870 30# Frozen | \$69.3900 | \$2,775.60 | | |
| 24 | case | 40101 | Potato Rounds* #0215 Lamb Wesson 6/5# | \$22.5300 | \$540.72 | | |
| 20 | case | 7001 | Cracker,Saltines GS#201156 Keebler 2pk 500 ct | \$9.4100 | \$188.20 | | |
| 12 | case | 59501 | Cheese cheddar shred RF RS, LOL #25104 5# | \$31.5000 | \$378.00 | | |
| 1 | Bag | 4020 | Salt, United #200560 25# | \$4.0900 | \$4.09 | | |
| 50 | case | 4339 | Dressing,F/F ButtrmkRch#201890 200/12g PPI 001H810 | \$8.5000 | \$425.00 | | |
| 20 | case | 4302 | Mustard, GS#201872, Heinz 500/5.5g | \$6.2200 | \$124.40 | | |
| 3 | case | 4304 | Sauce, BBQ, GS#201864, Heinz 100/1oz case | \$7.6500 | \$22.95 | | |

Purchase Orders - Detail

9/25/2014 9:45:02 AM

Fullerton School District

Show all data where the Order Date is between 9/5/2014 and 9/25/2014

| Vendor Name | PO No. | P.O. Date | Date Needed | Revised | Needed Date | Account No. | Use Vendor Numbers |
|----------------------|-------------|-----------------|--|---------|-------------|--------------------|--------------------------|
| Gold Star Foods Inc. | 170248 | 9/12/2014 | 9/26/2014 | | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | | Unit Cost | Extended Cost |
| | | | | | | | |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$5,206.56 |
| Gold Star Foods Inc. | 170249 | 9/12/2014 | 9/19/2014 | | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | | Unit Cost | Extended Cost |
| 1 | cs | 1 | GS #102774 Beef Franks, Oscar Meyer | | | \$39.2000 | \$39.20 |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$39.20 |
| Gold Star Foods Inc. | 170250 | 9/12/2014 | 9/26/2014 | | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | | Unit Cost | Extended Cost |
| 69 | cs | 1 | GS #401766 Mini Twin BBQ Beef Rib Sandwch | | | \$51.0300 | \$3,521.07 |
| 22 | cs | 2 | GS #401602 Oven Roasted Chicken | | | \$33.2500 | \$731.50 |
| 4 | cs | 3 | GS #403283 RS Seasoned Potato Stix, McCain | | | \$26.9300 | \$107.72 |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$4,360.29 |
| Gold Star Foods Inc. | 170254 | 9/15/2014 | 9/16/2014 | | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | | Unit Cost | Extended Cost |
| 20 | cs | 1 | GS #200020, Juice, Very Berry, 36/6.75 | | | \$10.2300 | \$204.60 |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$204.60 |
| Gold Star Foods Inc. | 170256 | 9/16/2014 | 9/19/2014 | | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | | Unit Cost | Extended Cost |
| 60 | case | 11047 | Water, Bottled Pure Life 24/16.9oz GS#201670 | | | \$4.2700 | \$256.20 |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$256.20 |
| Gold Star Foods Inc. | 170257 | 9/17/2014 | 9/19/2014 | | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | | Unit Cost | Extended Cost |
| 18 | cs | 4242 | Sauce, Marinara, Packer #401456 Red Gold 6/10# | | | \$24.7082 | \$444.75 |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$444.75 |
| Gold Star Foods Inc. | 170259 | 9/18/2014 | 9/18/2014 | | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | | Unit Cost | Extended Cost |
| 3 | case | 11047 | Water, Bottled Pure Life 24/16.9oz GS#201670 | | | \$4.2700 | \$12.81 |
| 2 | case | 11102 | Juice,SpkIng,StrwbryKiwi GS#202569 24 Ct. Envy | | | \$14.7200 | \$29.44 |
| 2 | case | 11103 | Juice,SprkIng,AcaiBerryGS#202565 24 Ct. Envy | | | \$14.7200 | \$29.44 |
| 2 | case | 11101 | Juice,Naked GS#303536 StrawBan 8Ct. | | | \$13.0400 | \$26.08 |
| 2 | case | 11085 | Juice, Grape Welch's 24/11.5oz./case GS#202444 | | | \$16.3400 | \$32.68 |
| 2 | Case | 8259 | Chips, HotPuffs Cheetos GS#203210 72 ct. | | | \$21.5300 | \$43.06 |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$173.51 |
| Gold Star Foods Inc. | 170260 | 9/18/2014 | 9/18/2014 | | | | <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 |
| 10 | case | 11101 | Juice,Naked GS#303536 StrawBan 8Ct. | | | \$13.0400 | \$130.40 |
| 3 | case | 8201 | Popcorn, Cheddar GS#203330 72 Ct. | | | \$21.5200 | \$64.56 |
| 1 | case | 7226 | Brownie, WG LF GS#134564 96 Ct. | | | \$35.8000 | \$35.80 |
| 4 | case | 8266 | Chips, Lays Baked SC&O 64-1.125oz. | | | \$27.8600 | \$111.44 |

Purchase Orders - Detail

9/25/2014 9:45:02 AM

Fullerton School District

Show all data where the Order Date is between 9/5/2014 and 9/25/2014

| Vendor Name | PO No. | P.O. Date | Date Needed | Revised Needed Date | Account No. | Use Vendor Numbers |
|----------------------|-------------|-----------------|--|---------------------|------------------|--------------------------|
| Gold Star Foods Inc. | 170260 | 9/18/2014 | 9/18/2014 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | Unit Cost | Extended Cost |
| Sales Tax: | | | | | | \$0.00 |
| P.O. Total: | | | | | | \$367.82 |
| Gold Star Foods Inc. | 170261 | 9/18/2014 | 9/18/2014 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | Unit Cost | Extended Cost |
| 15 | case | 11047 | Water, Bottled Pure Life 24/16.9oz GS#201670 | | \$4.2700 | \$64.05 |
| 20 | case | 11102 | Juice,SpkIng,StrwbryKiwi GS#202569 24 Ct. Envy | | \$14.7200 | \$294.40 |
| 18 | case | 11103 | Juice,SprkIng,AcaiBerryGS#202565 24 Ct. Envy | | \$14.7200 | \$264.96 |
| 8 | case | 11101 | Juice,Naked GS#303536 StrawBan 8Ct. | | \$13.0400 | \$104.32 |
| 5 | case | 11085 | Juice, Grape Welch's 24/11.5oz./case GS#202444 | | \$16.3400 | \$81.70 |
| 5 | case | 11077 | Juice, Apple Welch's 24/11.5oz./case GS#202446 | | \$16.3400 | \$81.70 |
| 2 | case | 8201 | Popcorn, Cheddar GS#203330 72 Ct. | | \$21.5200 | \$43.04 |
| 18 | Case | 8259 | Chips, HotPuff's Cheetos GS#203210 72 ct. | | \$21.5300 | \$387.54 |
| 1 | case | 8008 | Corn Nuts B.B.Q., GS#201362 144 Ct. | | \$48.4700 | \$48.47 |
| 2 | case | 8024 | Cheez-Its, WG GS#203137 Kelloggs 175 ct/.75oz | | \$35.6100 | \$71.22 |
| 2 | case | 7226 | Brownie, WG LF GS#134564 96 Ct. | | \$35.8000 | \$71.60 |
| 4 | case | 7007 | Bar,NutriGrn,Strwbrry 3ea/16box/case GS#201260 | | \$19.8500 | \$79.40 |
| 2 | cs | 3058 | Rice Krispies,Brown GS#134482 100 Ct. | | \$30.9200 | \$61.84 |
| 5 | case | 8266 | Chips, Lays Baked SC&O 64-1.125oz. | | \$27.8600 | \$139.30 |
| Sales Tax: | | | | | | \$0.00 |
| P.O. Total: | | | | | | \$1,793.54 |
| Gold Star Foods Inc. | 170262 | 9/18/2014 | 9/18/2014 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | Unit Cost | Extended Cost |
| 3 | case | 11047 | Water, Bottled Pure Life 24/16.9oz GS#201670 | | \$4.2700 | \$12.81 |
| 5 | case | 11102 | Juice,SpkIng,StrwbryKiwi GS#202569 24 Ct. Envy | | \$14.7200 | \$73.60 |
| 2 | case | 11085 | Juice, Grape Welch's 24/11.5oz./case GS#202444 | | \$16.3400 | \$32.68 |
| 2 | case | 11077 | Juice, Apple Welch's 24/11.5oz./case GS#202446 | | \$16.3400 | \$32.68 |
| 2 | case | 8201 | Popcorn, Cheddar GS#203330 72 Ct. | | \$21.5200 | \$43.04 |
| 10 | Case | 8259 | Chips, HotPuff's Cheetos GS#203210 72 ct. | | \$21.5300 | \$215.30 |
| 3 | case | 8266 | Chips, Lays Baked SC&O 64-1.125oz. | | \$27.8600 | \$83.58 |
| 5 | case | 11103 | Juice,SprkIng,AcaiBerryGS#202565 24 Ct. Envy | | \$14.7200 | \$73.60 |
| Sales Tax: | | | | | | \$0.00 |
| P.O. Total: | | | | | | \$567.29 |
| Gold Star Foods Inc. | 170263 | 9/18/2014 | 9/18/2014 | | | <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 |
| 10 | case | 11102 | Juice,SpkIng,StrwbryKiwi GS#202569 24 Ct. Envy | | \$14.7200 | \$147.20 |
| 10 | case | 11103 | Juice,SprkIng,AcaiBerryGS#202565 24 Ct. Envy | | \$14.7200 | \$147.20 |
| 20 | case | 11101 | Juice,Naked GS#303536 StrawBan 8Ct. | | \$13.0400 | \$260.80 |
| 4 | case | 11085 | Juice, Grape Welch's 24/11.5oz./case GS#202444 | | \$16.3400 | \$65.36 |
| 6 | case | 11077 | Juice, Apple Welch's 24/11.5oz./case GS#202446 | | \$16.3400 | \$98.04 |
| 10 | Case | 8259 | Chips, HotPuff's Cheetos GS#203210 72 ct. | | \$21.5300 | \$215.30 |
| 1 | case | 8008 | Corn Nuts B.B.Q., GS#201362 144 Ct. | | \$48.4700 | \$48.47 |
| 5 | case | 8266 | Chips, Lays Baked SC&O 64-1.125oz. | | \$27.8600 | \$139.30 |
| Sales Tax: | | | | | | \$0.00 |
| P.O. Total: | | | | | | \$1,147.29 |
| Gold Star Foods Inc. | 170264 | 9/19/2014 | 9/25/2014 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | Unit Cost | Extended Cost |
| 3 | case | 11047 | Water, Bottled Pure Life 24/16.9oz GS#201670 | | \$4.2700 | \$12.81 |
| Sales Tax: | | | | | | \$0.00 |
| P.O. Total: | | | | | | \$12.81 |

Purchase Orders - Detail

9/25/2014 9:45:02 AM

Fullerton School District

Show all data where the Order Date is between 9/5/2014 and 9/25/2014

| Vendor Name | PO No. | P.O. Date | Date Needed | Revised Needed Date | Account No. | Use Vendor Numbers |
|----------------------|-------------|-----------------|---|---------------------|--------------------|--------------------------|
| Gold Star Foods Inc. | 170265 | 9/19/2014 | 9/25/2014 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | Unit Cost | Extended Cost |
| 3 | case | 11047 | Water, Bottled Pure Life 24/16.9oz GS#201670 | | \$4.2700 | \$12.81 |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$12.81 |
| Gold Star Foods Inc. | 170266 | 9/19/2014 | 9/25/2014 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | Unit Cost | Extended Cost |
| 3 | case | 11047 | Water, Bottled Pure Life 24/16.9oz GS#201670 | | \$4.2700 | \$12.81 |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$12.81 |
| Gold Star Foods Inc. | 170267 | 9/19/2014 | 9/25/2014 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | Unit Cost | Extended Cost |
| 3 | case | 11047 | Water, Bottled Pure Life 24/16.9oz GS#201670 | | \$4.2700 | \$12.81 |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$12.81 |
| Gold Star Foods Inc. | 170268 | 9/19/2014 | 9/25/2014 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | Unit Cost | Extended Cost |
| 3 | case | 11047 | Water, Bottled Pure Life 24/16.9oz GS#201670 | | \$4.2700 | \$12.81 |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$12.81 |
| Gold Star Foods Inc. | 170274 | 9/19/2014 | 9/26/2014 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | Unit Cost | Extended Cost |
| 45 | cs | 4314 | Sauce,Taco, Sona Hollen #202312 500/9g. | | \$10.4100 | \$468.45 |
| 10 | case | 4301 | Mayonnaise, Packet, Hollens #202324 200/9mg. | | \$6.6500 | \$66.50 |
| 5 | case | 30055 | Burger,Veggie,BlkBean GS#113253 12/4/2.9oz. | | \$39.0300 | \$195.15 |
| 4 | case | 4304 | Sauce, BBQ, GS#201864, Heinz 100/1oz case | | \$7.6500 | \$30.60 |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$760.70 |
| Gold Star Foods Inc. | 170275 | 9/19/2014 | 9/26/2014 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | Unit Cost | Extended Cost |
| 1 | cs | 4341 | Dressing, Ranch Light #300050 4/1gal | | \$38.6500 | \$38.65 |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$38.65 |
| Gold Star Foods Inc. | 170277 | 9/23/2014 | 9/26/2014 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | Unit Cost | Extended Cost |
| 12 | case | 30349 | Toast, GS#100978,Cinnamon Integ#411000 120ct. | | \$35.6500 | \$427.80 |
| 8 | case | 30064 | Wrap, Pancake GS#100760 68/2.85 oz. Fstr Frm | | \$28.0900 | \$224.72 |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$652.52 |
| Gold Star Foods Inc. | 170278 | 9/24/2014 | 9/26/2014 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | Unit Cost | Extended Cost |
| 60 | cs | 1 | GS #400966, Turkey Breast, SI, Oven Roasted | | \$45.0000 | \$2,700.00 |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$2,700.00 |
| Gold Star Foods Inc. | 170279 | 9/24/2014 | 9/26/2014 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | Unit Cost | Extended Cost |
| 20 | case | 7003 | Cracker, Jungle J&J Whole Grain 200/1oz/cs | | \$26.7000 | \$534.00 |

Purchase Orders - Detail

9/25/2014 9:45:02 AM

Fullerton School District

Show all data where the Order Date is between 9/5/2014 and 9/25/2014

| Vendor Name | PO No. | P.O. Date | Date Needed | Revised Needed Date | Account No. | Use Vendor Numbers |
|----------------------|--------|-----------|-------------|---------------------|-------------|--------------------------|
| Gold Star Foods Inc. | 170279 | 9/24/2014 | 9/26/2014 | | | <input type="checkbox"/> |

| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |
|-----|------|----------|-------------|-----------|--------------------|----------|
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$534.00 |

| | | | | | | |
|----------------------|--------|-----------|-----------|--|--|--------------------------|
| Gold Star Foods Inc. | 170282 | 9/24/2014 | 10/3/2014 | | | <input type="checkbox"/> |
|----------------------|--------|-----------|-----------|--|--|--------------------------|

| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |
|-----|------|----------|--|------------|--------------------|-------------|
| 13 | cs | 57050 | Beef Crumble, GS# 401835 40# Integrated #C3200013 | \$47.2600 | \$614.38 | |
| 140 | case | 55261 | Fish Sticks, Baja GS#403690 1/10# Trident Seafood | \$17.5138 | \$2,451.93 | |
| 89 | case | 30067 | CornDog,Mini,Chicken GS#100766 2/5# | \$22.8400 | \$2,032.76 | |
| 34 | case | 57101 | Beef Teriyaki DipperPierre,GS#403394, 25#/case | \$28.2700 | \$961.18 | |
| 49 | case | 30063 | Chow Mein Noodles GS#113354 6/5#/case | \$45.8500 | \$2,246.65 | |
| 20 | case | 7225 | Cinnamon Roll, Mini GS#113361 72/2.29oz. | \$36.0200 | \$720.40 | |
| 9 | case | 56035 | Wrap,Egg/Chs/Trky Ssage GS#403661 72/2.5oz | \$31.7400 | \$285.66 | |
| 11 | case | 30340 | Pancakes,Mini Maple GS#134287 Eggo IW 72 ct. | \$32.3900 | \$356.29 | |
| 16 | case | 30310 | Pancakes, Strwbrry GS#134266 72/3.53 oz. | \$33.4700 | \$535.52 | |
| 3 | case | 59047 | Pizza,Brkfst,Sausage GS#403624 160 ct/3 oz. | \$54.3700 | \$163.11 | |
| 15 | case | 30341 | Waffle, GS#134252, Blueberry Smuckers#33661 72 ct | \$32.7700 | \$491.55 | |
| 27 | case | 3001 | Cereal,Trix Gen Mills Red Sugar #5491899 96/case | \$17.5600 | \$474.12 | |
| 24 | case | 3007 | Cereal, Apple Jacks Reduce Sugar Kellogg's 96/case | \$28.8100 | \$691.44 | |
| 24 | case | 55057 | Chicken Patty Hot&Spicy WG Tyson,144/cs, GS#401769 | \$41.2400 | \$989.76 | |
| 26 | case | 55004 | Chicken,GS#402075 ChliLimeWings Tyson#21001 2/5# | \$32.8600 | \$854.36 | |
| 3 | case | 55252 | Chicken, KungPao GS#401850 35# Chef's Corner | \$126.0000 | \$378.00 | |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$14,247.11 |

| | | | | | | |
|----------------------|--------|-----------|-----------|--|--|--------------------------|
| Gold Star Foods Inc. | 170283 | 9/24/2014 | 10/3/2014 | | | <input type="checkbox"/> |
|----------------------|--------|-----------|-----------|--|--|--------------------------|

| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |
|-----|------|----------|---|-----------|--------------------|------------|
| 55 | cs | 1 | GS# 403467, Cheeseburger Twins, IW, Don Lee | \$43.2100 | \$2,376.55 | |
| 21 | cs | 2 | GS# 100312, Taco Shell, 6inches | \$13.4700 | \$282.87 | |
| 29 | cs | 3 | GS# 202732, Cookie, Choc Belly Bear | \$33.6400 | \$975.56 | |
| 58 | cs | 4 | GS# 401886, Quesadilla BBQ Chix, IW | \$52.9100 | \$3,068.78 | |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$6,703.76 |

| | | | | | | |
|----------------------|--------|-----------|------------|--|--|--------------------------|
| Gold Star Foods Inc. | 170284 | 9/24/2014 | 10/10/2014 | | | <input type="checkbox"/> |
|----------------------|--------|-----------|------------|--|--|--------------------------|

| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |
|-----|------|----------|--|-----------|--------------------|------------|
| 30 | case | 56029 | Turkey,TacoMeat Jennie-O#2856-28 4/7lb. (W&D) | \$42.7525 | \$1,282.58 | |
| 49 | case | 8264 | Chips,Tortilla Round, La Tapatia 1.5oz/120ct#77011 | \$28.4700 | \$1,395.03 | |
| 70 | case | 56506 | Mac & Cheese RF whole grain, LOL#43277 6/5#bg/case | \$40.8300 | \$2,858.10 | |
| 121 | case | 30015 | Corn Dog,Jumbo IW (DonLee) 40/cs, GS#100498 | \$16.9100 | \$2,046.11 | |
| 25 | case | 55241 | Chicken, Thai GS#403830 6/7.15# AsianFoodSol | \$90.3600 | \$2,259.00 | |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$9,840.82 |

Vendor Total: \$100,826.17

| | | | | | | |
|----------------------------------|--------|----------|-----------|--|--|--------------------------|
| P & R Paper Supply Company, Inc. | 170226 | 9/5/2014 | 9/16/2014 | | | <input type="checkbox"/> |
|----------------------------------|--------|----------|-----------|--|--|--------------------------|

| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost |
|-----|------|----------|---|-----------|---------------|
| 10 | cs | 81003 | Bag *bunpan18x24 Elkay B0R1824HD 250/cs | \$9.1500 | \$91.50 |
| 2 | case | 88101 | Napkin Compact Nibrol #SCA-S32681 lo-fold 8M/case | \$30.3400 | \$60.68 |
| 24 | case | 84009 | Inserts, Cup 16 oz. SAB-14003D 1000/case | \$51.8300 | \$1,243.92 |
| 2 | case | 84311 | Cup 12 oz PLI-PP12x 12/20 | \$69.0000 | \$138.00 |
| 27 | case | 86214 | Tray, Ovenable 6.5x5 PRW-PCS5613 540/cs | \$41.0300 | \$1,107.81 |
| 5 | case | 81025 | Bag Hamb-foiwlw/pic Papercohi 300527 1M/case | \$22.9500 | \$114.75 |

Purchase Orders - Detail

9/25/2014 9:45:02 AM

Fullerton School District

Show all data where the Order Date is between 9/5/2014 and 9/25/2014

| Vendor Name | PO No. | P.O. Date | Date Needed | Revised Needed Date | Account No. | Use Vendor Numbers |
|---|---------------|------------------|--|---------------------|--------------------|--------------------------|
| P & R Paper Supply Company, Inc. | 170226 | 9/5/2014 | 9/16/2014 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | Unit Cost | Extended Cost |
| 8 | case | 81028 | Bag Chick-foilw/pic Papercohi 444492 1M/case | | \$22.9500 | \$183.60 |
| 5 | case | 87203 | Foil 12x10 3/4 PotatoWrap Reynolds #721 6/500/cs | | \$82.8800 | \$414.40 |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$3,354.66 |
| P & R Paper Supply Company, Inc. | 170252 | 9/12/2014 | 9/23/2014 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | Unit Cost | Extended Cost |
| 2 | case | 80006 | Gloves,Disp. Plastic (M) #GOL-1502, 10/1M cs | | \$40.0000 | \$80.00 |
| | | | | | Sales Tax: | \$6.40 |
| | | | | | P.O. Total: | \$86.40 |
| P & R Paper Supply Company, Inc. | 170255 | 9/16/2014 | 9/23/2014 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | Unit Cost | Extended Cost |
| 15 | cs | 1 | #PAR-21741 10oz Clear Tray 600/cs | | \$22.7300 | \$340.95 |
| 15 | cs | 2 | #PAR-21879 Lid for 10oz Tray 1000/cs | | \$29.8100 | \$447.15 |
| 24 | cs | 3 | #PAR-21902 2 Compartment Tray 1000/cs | | \$77.5900 | \$1,862.16 |
| 24 | cs | 4 | #PAR-29332 Universal Lid 2500/cs | | \$58.5100 | \$1,404.24 |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$4,054.50 |
| P & R Paper Supply Company, Inc. | 170285 | 9/24/2014 | 9/30/2014 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | Unit Cost | Extended Cost |
| 1 | case | 88013 | Napkin Dinner #4961702Dk Blue 1000/case | | \$66.6300 | \$66.63 |
| 7 | Roll | 87201 | Foil 18x1000' Heavy Gauge, Alum HFA 11807 | | \$45.6000 | \$319.20 |
| 24 | cs | 85010 | Bowl, Styro Unlam 30 oz Pactiv YTH10030 1000/cs | | \$42.9000 | \$1,029.60 |
| | | | | | Sales Tax: | \$25.54 |
| | | | | | P.O. Total: | \$1,440.97 |
| Vendor Total: | | | | | | \$8,936.53 |
| Swisher | 170251 | 9/12/2014 | 9/16/2014 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | Unit Cost | Extended Cost |
| 4 | case | 70034 | Cleaner Stainless Steel 3M #10146 6/12oz/case | | \$54.0000 | \$216.00 |
| 24 | case | 70018 | Pot and Pan Platinum 2.5 gal. | | \$58.7400 | \$1,409.76 |
| 24 | case | 70019 | Sanitizer Clear Quat 2.5 gal. | | \$58.7400 | \$1,409.76 |
| 3 | each | 70036 | Orange-Cleaner/Degreaser 2.5 gal. | | \$49.6100 | \$148.83 |
| | | | | | Sales Tax: | \$254.75 |
| | | | | | P.O. Total: | \$3,439.10 |
| Vendor Total: | | | | | | \$3,439.10 |
| Petty Cash | 170230 | 9/9/2014 | 9/9/2014 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | Unit Cost | Extended Cost |
| 1 | lot | 1 | Food Expense | | \$58.4000 | \$58.40 |
| 1 | lot | 2 | Supplies Expense | | \$17.2400 | \$17.24 |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$75.64 |

Purchase Orders - Detail

9/25/2014 9:45:02 AM

Fullerton School District

Show all data where the Order Date is between 9/5/2014 and 9/25/2014

| Vendor Name | PO No. | P.O. Date | Date Needed | Revised Needed Date | Account No. | Use Vendor Numbers |
|--|--------|-----------|--|---------------------|-------------|--------------------|
| Vendor Total: | | | | | | \$75.64 |
| ^ | | | | | | |
| U.S. Foodservice, Inc. 170221 9/5/2014 9/10/2014 <input type="checkbox"/> | | | | | | |
| Qty | Unit | Item No. | Description | | Unit Cost | Extended Cost |
| 16 | case | 7021 | Cracker Graham Hi-Fbr MJM #301151 150/3pk | | \$27.0800 | \$433.28 |
| 60 | case | 20016 | Corn Wh Krrl #173605 Monrc 6/#10/cs | | \$25.7200 | \$1,543.20 |
| Sales Tax: | | | | | | \$0.00 |
| P.O. Total: | | | | | | \$1,976.48 |
| U.S. Foodservice, Inc. 170222 9/5/2014 9/10/2014 <input type="checkbox"/> | | | | | | |
| Qty | Unit | Item No. | Description | | Unit Cost | Extended Cost |
| 16 | cs | 1 | Peas, Green, Canned, USF #2328987 | | \$32.8800 | \$526.08 |
| Sales Tax: | | | | | | \$0.00 |
| P.O. Total: | | | | | | \$526.08 |
| U.S. Foodservice, Inc. 170227 9/8/2014 9/10/2014 <input type="checkbox"/> | | | | | | |
| Qty | Unit | Item No. | Description | | Unit Cost | Extended Cost |
| 44 | cs | 1 | Milk, 1% Gossner, Shlf Stble USF# 7891708 | | \$7.9900 | \$351.56 |
| Sales Tax: | | | | | | \$0.00 |
| P.O. Total: | | | | | | \$351.56 |
| U.S. Foodservice, Inc. 170228 9/9/2014 9/24/2014 <input type="checkbox"/> | | | | | | |
| Qty | Unit | Item No. | Description | | Unit Cost | Extended Cost |
| 10 | cs | 1 | Cracker, Jungle WG, #039085, 200ct/9oz | | \$9.5400 | \$95.40 |
| Sales Tax: | | | | | | \$0.00 |
| P.O. Total: | | | | | | \$95.40 |
| U.S. Foodservice, Inc. 170253 9/12/2014 9/24/2014 <input type="checkbox"/> | | | | | | |
| Qty | Unit | Item No. | Description | | Unit Cost | Extended Cost |
| 5 | case | 70002 | Bleach #9406612 Liquid 6/1 Gal | | \$10.1500 | \$50.75 |
| 1 | cs | 70028 | Cleanser Ajax #7353212 24/21 oz. | | \$23.9300 | \$23.93 |
| Sales Tax: | | | | | | \$5.97 |
| P.O. Total: | | | | | | \$80.65 |
| U.S. Foodservice, Inc. 170276 9/19/2014 9/24/2014 <input type="checkbox"/> | | | | | | |
| Qty | Unit | Item No. | Description | | Unit Cost | Extended Cost |
| 1 | cs | 1 | Bacon, USF# 4358495, 15lb | | \$45.4800 | \$45.48 |
| 1 | cs | 2 | Pecans, Glazed USF# 3714763, 5lb | | \$31.9000 | \$31.90 |
| 1 | cs | 3 | Walnuts, half and piece, USF# 1521475, 5lb | | \$43.2300 | \$43.23 |
| 1 | cs | 4 | Cranberry, dried, USF# 5970280, 2/48oz | | \$13.2600 | \$13.26 |
| 1 | cs | 5 | Orange, Mandarin, Can, USF# 5482591, 6/#10 | | \$21.1500 | \$21.15 |
| 1 | cs | 6 | Crouton, USF# 5610514, 5/2lb | | \$18.5200 | \$18.52 |
| 1 | cs | 7 | Noodle, Chow Mein, La Choy, USF# 3509601 | | \$26.0800 | \$26.08 |
| 1 | cs | 8 | Chip, Wonton, Bulk USF# 271544, 10/1lb | | \$32.9600 | \$32.96 |
| 1 | cs | 9 | Vinegar, Wine Red, USF# 4011284, 4/1gal | | \$14.7200 | \$14.72 |
| 1 | cs | 10 | Juice, Lemon, Shelf Stable, USF# 5925805 | | \$19.4400 | \$19.44 |
| Sales Tax: | | | | | | \$0.00 |
| P.O. Total: | | | | | | \$266.74 |
| U.S. Foodservice, Inc. 170281 9/24/2014 10/1/2014 <input type="checkbox"/> | | | | | | |
| Qty | Unit | Item No. | Description | | Unit Cost | Extended Cost |
| 184 | cs | 1 | Corn, Whole Kernal, 6/#10 | | \$17.7500 | \$3,266.00 |
| Sales Tax: | | | | | | \$0.00 |
| P.O. Total: | | | | | | \$3,266.00 |

Purchase Orders - Detail

9/25/2014 9:45:02 AM

Fullerton School District

Show all data where the Order Date is between 9/5/2014 and 9/25/2014

| Vendor Name | PO No. | P.O. Date | Date Needed | Revised Needed Date | Account No. | Use Vendor Numbers |
|--------------------------------|---------------|-----------------|---------------------------------|--------------------------|---------------|--|
| Vendor Total: | | | | | | \$6,562.91 ^ |
| Sunrise Produce Company | 170213 | 9/5/2014 | 9/8/2014 | <input type="checkbox"/> | | |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |
| 9 | CS | 999130 | Banana, Petite GreenTip 40#/cs | \$20.5000 | \$184.50 | |
| 3 | CS | 999266 | Broccoli Florets, 4/5LB CS | \$27.0000 | \$81.00 | |
| 45 | CS | 999147 | Pear, Variety 135ct/CS | \$26.5000 | \$1,192.50 | |
| 1 | BG | 999275 | Romaine, Chopped 2#/BG | \$3.0000 | \$3.00 | |
| 8 | CS | 999013 | Romaine, Chopped 6-2#/CS | \$18.0000 | \$144.00 | |
| 1 | EA | 999006 | Cucumber, ea | \$0.6770 | \$0.68 | |
| 4 | EA | 999005 | Cilantro, 1BU/EA | \$0.4500 | \$1.80 | |
| 1 | LU | 999259 | Tomato, Repack 5x6 LU | \$14.6000 | \$14.60 | |
| 1 | CS | 999120 | Lettuce, Greenleaf 12ct/CS | \$14.9070 | \$14.91 | |
| 4 | CS | 999247 | Lettuce, Romaine 24ct/CS | \$18.7000 | \$74.80 | |
| 3 | LB | 999246 | Onions, Red Jumbo 1LB | \$0.8420 | \$2.53 | |
| 1 | LB | 999061 | Tomato, Repack 5x6 1-lb | \$1.0560 | \$1.06 | |
| 3 | SK | 999261 | Carrot, Jumbo 25#/SK | \$11.3500 | \$34.05 | |
| 3 | UN | 01897 | Cabbage-Red 3ea/UN | \$4.0520 | \$12.16 | |
| 1 | BG | 03611 | Celery-Diced 1/4"/5# BG | \$5.5500 | \$5.55 | |
| 4 | BG | 03527 | Cabbage-Red Shredded 1/8"/5#/BG | \$6.6500 | \$26.60 | |
| 1 | CS | 04764 | Celery, 24-30CT/CS | \$14.1500 | \$14.15 | |
| 20 | CS | 999030 | Apple, Red Variety 138ct/CS | \$26.5000 | \$530.00 | |
| Sales Tax: | | | | | | \$0.00 |
| P.O. Total: | | | | | | \$2,337.87 <input type="checkbox"/> |
| Sunrise Produce Company | 170214 | 9/5/2014 | 9/9/2014 | <input type="checkbox"/> | | |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |
| 31 | CS | 999130 | Banana, Petite GreenTip 40#/cs | \$20.5000 | \$635.50 | |
| 1 | CS | 999001 | Carrot Coins, 4/5lb CS | \$20.3500 | \$20.35 | |
| 60 | LU | 999127 | Grapes, Red-LunchBunch 18#/LU | \$26.5000 | \$1,590.00 | |
| 3 | CS | 999013 | Romaine, Chopped 6-2#/CS | \$18.0000 | \$54.00 | |
| 4 | CS | 999030 | Apple, Red Variety 138ct/CS | \$26.5000 | \$106.00 | |
| Sales Tax: | | | | | | \$0.00 |
| P.O. Total: | | | | | | \$2,405.85 <input type="checkbox"/> |
| Sunrise Produce Company | 170215 | 9/5/2014 | 9/10/2014 | <input type="checkbox"/> | | |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |
| 10 | CS | 999130 | Banana, Petite GreenTip 40#/cs | \$20.5000 | \$205.00 | |
| 2 | CS | 999266 | Broccoli Florets, 4/5LB CS | \$27.0000 | \$54.00 | |
| 2 | LU | 999259 | Tomato, Repack 5x6 LU | \$14.6000 | \$29.20 | |
| Sales Tax: | | | | | | \$0.00 |
| P.O. Total: | | | | | | \$288.20 <input type="checkbox"/> |
| Sunrise Produce Company | 170216 | 9/5/2014 | 9/11/2014 | <input type="checkbox"/> | | |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |
| 2 | CS | 999130 | Banana, Petite GreenTip 40#/cs | \$20.5000 | \$41.00 | |
| 20 | CS | 999023 | Carrot, Baby Peeled 100/3oz. CS | \$20.2500 | \$405.00 | |
| 1 | CS | 999120 | Lettuce, Greenleaf 12ct/CS | \$14.9070 | \$14.91 | |
| 35 | CS | 999030 | Apple, Red Variety 138ct/CS | \$26.5000 | \$927.50 | |
| Sales Tax: | | | | | | \$0.00 |
| P.O. Total: | | | | | | \$1,388.41 <input type="checkbox"/> |
| Sunrise Produce Company | 170217 | 9/5/2014 | 9/12/2014 | <input type="checkbox"/> | | |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |
| 3 | EA | 999037 | Grape, Red Seedless 1LB | \$1.7500 | \$5.25 | |

Purchase Orders - Detail

9/25/2014 9:45:02 AM

Fullerton School District

Show all data where the Order Date is between 9/5/2014 and 9/25/2014

| Vendor Name | PO No. | P.O. Date | Date Needed | Revised Needed Date | Account No. | Use Vendor Numbers |
|-------------------------|--------|-----------|---------------------------------|---------------------|--------------------|--------------------------|
| Sunrise Produce Company | 170217 | 9/5/2014 | 9/12/2014 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |
| 1 | UN | 999047 | Strawberries, 3ea | \$8.3370 | \$8.34 | |
| 1 | EA | 999118 | Melon-Cantaloupe, 1EA | \$1.1830 | \$1.18 | |
| 1 | EA | 999137 | Pineapple, EA | \$6.2920 | \$6.29 | |
| 7 | EA | 999111 | Avocado,1/ EA | \$1.2210 | \$8.55 | |
| 1 | EA | 01964 | Lettuce-Iceberg EA | \$1.4430 | \$1.44 | |
| 4 | LB | 02074 | Tomatoes-Roma 1# | \$1.1260 | \$4.50 | |
| 1 | EA | 999119 | Onion, Red Jumbo 1 EA | \$0.5540 | \$0.55 | |
| 1 | EA | 999005 | Cilantro, 1BU/EA | \$0.5500 | \$0.55 | |
| 2 | EA | 999258 | Onions, Yellow 1EA | \$0.2820 | \$0.56 | |
| 2 | BG | 999275 | Romaine, Chopped 2#/BG | \$3.0000 | \$6.00 | |
| 3 | UN | 999139 | Pepper, Bell Red Choice 1-lb/UN | \$1.0220 | \$3.07 | |
| 15 | CS | 999023 | Carrot, Baby Peeled 100/3oz. CS | \$20.2500 | \$303.75 | |
| 14 | TR | 03888 | Pepper-Green Diced 1/4" 5#/TR | \$14.2500 | \$199.50 | |
| 6 | BG | 03824 | Onion-Yellow Diced 1/4" 5#/BG | \$5.3500 | \$32.10 | |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$581.64 |
| Sunrise Produce Company | 170232 | 9/12/2014 | 9/15/2014 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |
| 6 | CS | 999130 | Banana, Petite GreenTip 40#/cs | \$20.5000 | \$123.00 | |
| 20 | CS | 999030 | Apple, Red Variety 138ct/CS | \$26.5000 | \$530.00 | |
| 10 | CS | 999147 | Pear, Variety 135ct/CS | \$26.5000 | \$265.00 | |
| 2 | CS | 999278 | Banana, Petite *Ripe* 40#cs | \$20.5000 | \$41.00 | |
| 1 | CS | 999266 | Broccoli Florets, 4/5LB CS | \$27.0000 | \$27.00 | |
| 30 | CS | 999023 | Carrot, Baby Peeled 100/3oz. CS | \$20.2500 | \$607.50 | |
| 35 | CS | 999147 | Pear, Variety 135ct/CS | \$26.5000 | \$927.50 | |
| 10 | CS | 999013 | Romaine, Chopped 6-2#/CS | \$18.0000 | \$180.00 | |
| 1 | CS | 999001 | Carrot Coins, 4/5lb CS | \$20.3500 | \$20.35 | |
| 3 | EA | 999006 | Cucumber, ea | \$0.6990 | \$2.10 | |
| 4 | EA | 999005 | Cilantro, 1BU/EA | \$0.5500 | \$2.20 | |
| 2 | CS | 999247 | Lettuce, Romaine 24ct/CS | \$18.7000 | \$37.40 | |
| 1 | LB | 999246 | Onions, Red Jumbo 1LB | \$0.8420 | \$0.84 | |
| 1 | SK | 999261 | Carrot, Jumbo 25#/SK | \$11.4000 | \$11.40 | |
| 3 | UN | 01897 | Cabbage-Red 3ea/UN | \$4.0520 | \$12.16 | |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$2,787.45 |
| Sunrise Produce Company | 170233 | 9/12/2014 | 9/16/2014 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |
| 41 | CS | 999130 | Banana, Petite GreenTip 40#/cs | \$20.5000 | \$840.50 | |
| 1 | CS | 999120 | Lettuce, Greenleaf 12ct/CS | \$14.6910 | \$14.69 | |
| 100 | TR | 999035 | Cantaloupe, Chunk 1" 5#/Tray | \$13.6500 | \$1,365.00 | |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$2,220.19 |
| Sunrise Produce Company | 170234 | 9/12/2014 | 9/17/2014 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |
| 5 | CS | 999030 | Apple, Red Variety 138ct/CS | \$26.5000 | \$132.50 | |
| 2 | BG | 999203 | Broccoli Florets 5#/bag | \$6.7500 | \$13.50 | |
| 2 | CS | 999071 | Cauliflower Florets 4/5LB CS | \$34.0000 | \$68.00 | |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$214.00 |
| Sunrise Produce Company | 170235 | 9/12/2014 | 9/18/2014 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |

Purchase Orders - Detail

9/25/2014 9:45:02 AM

Fullerton School District

Show all data where the Order Date is between 9/5/2014 and 9/25/2014

| Vendor Name | PO No. | P.O. Date | Date Needed | Revised Needed Date | Account No. | Use Vendor Numbers |
|-------------------------|--------|-----------|---------------------------------|---------------------|--------------------|--------------------------|
| Sunrise Produce Company | 170235 | 9/12/2014 | 9/18/2014 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |
| 2 | CS | 999130 | Banana, Petite GreenTip 40#/cs | \$20.5000 | \$41.00 | |
| 32 | CS | 999044 | Cantaloupe, Pcs 96-3oz/CS | \$59.8500 | \$1,915.20 | |
| 35 | CS | 999023 | Carrot, Baby Peeled 100/3oz. CS | \$20.2500 | \$708.75 | |
| 2 | BG | 999208 | Carrot Coin, 5LB/bag | \$8.1000 | \$16.20 | |
| 1 | CS | 999120 | Lettuce, Greenleaf 12ct/CS | \$14.6910 | \$14.69 | |
| 1 | UN | 999047 | Strawberries, 3ea | \$9.6370 | \$9.64 | |
| 2 | EA | 999118 | Melon-Cantaloupe, 1EA | \$1.3570 | \$2.71 | |
| 1 | EA | 999137 | Pineapple, EA | \$5.5120 | \$5.51 | |
| 1 | CS | 999071 | Cauliflower Florets 4/5LB CS | \$34.0000 | \$34.00 | |
| 2 | BG | 999209 | Cauliflower Florets 5#/bag | \$8.5000 | \$17.00 | |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$2,764.70 |
| Sunrise Produce Company | 170236 | 9/12/2014 | 9/19/2014 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |
| 20 | CS | 999053 | Apple, Red Variety 163ct/CS | \$26.5000 | \$530.00 | |
| 30 | CS | 999068 | Plum-Variety, 45/50sz 28lb CS | \$28.2000 | \$846.00 | |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$1,376.00 |
| Sunrise Produce Company | 170269 | 9/19/2014 | 9/22/2014 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |
| 12 | CS | 999130 | Banana, Petite GreenTip 40#/cs | \$20.5000 | \$246.00 | |
| 1 | CS | 999266 | Broccoli Florets, 4/5LB CS | \$27.0000 | \$27.00 | |
| 30 | CS | 999023 | Carrot, Baby Peeled 100/3oz. CS | \$20.2500 | \$607.50 | |
| 2 | BG | 999209 | Cauliflower Florets 5#/bag | \$8.5000 | \$17.00 | |
| 2 | CS | 999071 | Cauliflower Florets 4/5LB CS | \$34.0000 | \$68.00 | |
| 1 | CS | 999001 | Carrot Coins, 4/5lb CS | \$20.3500 | \$20.35 | |
| 4 | EA | 999005 | Cilantro, 1BU/EA | \$0.6500 | \$2.60 | |
| 1 | LU | 2892 | Tomatoes-Repack 5x6/LU | \$15.6000 | \$15.60 | |
| 1 | LB | 999246 | Onions, Red Jumbo 1LB | \$0.8420 | \$0.84 | |
| 1 | SK | 999261 | Carrot, Jumbo 25#/SK | \$11.4000 | \$11.40 | |
| 1 | UN | 01897 | Cabbage-Red 3EA/UN | \$4.4860 | \$4.49 | |
| 20 | CS | 999030 | Apple, Red Variety 138ct/CS | \$26.5000 | \$530.00 | |
| 10 | CS | 999147 | Pear, Variety 135ct/CS | \$26.5000 | \$265.00 | |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$1,815.78 |
| Sunrise Produce Company | 170270 | 9/19/2014 | 9/23/2014 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |
| 38 | CS | 999130 | Banana, Petite GreenTip 40#/cs | \$20.5000 | \$779.00 | |
| 15 | CS | 999013 | Romaine, Chopped 6-2#/CS | \$18.0000 | \$270.00 | |
| 1 | CS | 999214 | Lettuce, Green Leaf 24ct/CS | \$16.9500 | \$16.95 | |
| 1 | LB | 999061 | Tomato, Repack 5x6 1-lb | \$1.1270 | \$1.13 | |
| 1 | UN | 01958 | Lemon-Choice 5#/UN | \$6.8080 | \$6.81 | |
| 1 | BG | 03609 | Celery-Diced 1/2" 5#/BG | \$5.5500 | \$5.55 | |
| 2 | CS | 999001 | Carrot Coins, 4/5lb CS | \$20.3500 | \$40.70 | |
| 2 | BG | 999203 | Broccoli Florets 5#/bag | \$6.7500 | \$13.50 | |
| 1 | CS | 999266 | Broccoli Florets, 4/5LB CS | \$27.0000 | \$27.00 | |
| 1 | CS | 03425 | Potatoes-Russet 60ct/CS | \$15.0500 | \$15.05 | |
| 6 | LB | 02074 | Tomatoes-Roma 1# | \$1.1780 | \$7.07 | |
| 2 | LB | 999246 | Onions, Red Jumbo 1LB | \$0.8420 | \$1.68 | |
| 4 | EA | 999005 | Cilantro, 1BU/EA | \$0.5500 | \$2.20 | |
| 1 | LB | 999115 | Pepper, Chile Jalapeno LB | \$0.5500 | \$0.55 | |
| 1 | LB | 999218 | Onion, Yellow 1# | \$0.4110 | \$0.41 | |
| 1 | BG | 03482 | Cabbage-Green Shred 1/8" 5#/BG | \$3.2500 | \$3.25 | |

Purchase Orders - Detail

9/25/2014 9:45:02 AM

Fullerton School District

Show all data where the Order Date is between 9/5/2014 and 9/25/2014

| Vendor Name | PO No. | P.O. Date | Date Needed | Revised | Needed Date | Account No. | Use Vendor Numbers |
|-------------------------|-------------|-----------------|--------------------------------|---------|-------------|--------------------|--------------------------|
| Sunrise Produce Company | 170270 | 9/19/2014 | 9/23/2014 | | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | | Unit Cost | Extended Cost |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$1,190.85 |
| Sunrise Produce Company | 170271 | 9/19/2014 | 9/24/2014 | | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | | Unit Cost | Extended Cost |
| 10 | CS | 999130 | Banana, Petite GreenTip 40#/cs | | | \$20.5000 | \$205.00 |
| 35 | CS | 999030 | Apple, Red Variety 138ct/CS | | | \$26.5000 | \$927.50 |
| 2 | CS | 999013 | Romaine, Chopped 6-2#/CS | | | \$18.0000 | \$36.00 |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$1,168.50 |
| Sunrise Produce Company | 170272 | 9/19/2014 | 9/25/2014 | | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | | Unit Cost | Extended Cost |
| 5 | CS | 999130 | Banana, Petite GreenTip 40#/cs | | | \$20.5000 | \$102.50 |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$102.50 |
| Sunrise Produce Company | 170273 | 9/19/2014 | 9/26/2014 | | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | | Unit Cost | Extended Cost |
| 5 | CS | 999130 | Banana, Petite GreenTip 40#/cs | | | \$20.5000 | \$102.50 |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$102.50 |
| Vendor Total: | | | | | | | \$20,744.44 |

GRAND TOTAL \$ 361,138.06
 (NET OF OPEN P.O.'S)

CONSENT ITEM

DATE: October 14, 2014

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 94561 THROUGH 94884 FOR THE 2014/2015 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 94561 through 94884 for the 2014/2015 school year totaling \$2,425,702.31. Warrants are issued by school districts as payment for goods and services.

| <u>Fund</u> | | <u>Amount</u> |
|-------------|------------------------------|-----------------------|
| 01 | General Fund | 2,252,661.77 |
| 12 | Child Development | 26,929.79 |
| 14 | Deferred Maintenance | 10,549.15 |
| 25 | Capital Facilities | 13,322.93 |
| 40 | Special Reserve | 70,709.89 |
| 68 | Workers' Compensation | 46,218.23 |
| 81 | Property/Liability Insurance | 5,310.55 |
| | Total | <u>\$2,425,702.31</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 94561 through 94884 for the 2014/2015 school year.

SH:SM:gs

CONSENT ITEM

DATE: October 14, 2014
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 10499 THROUGH 10544 FOR THE 2014/2015 SCHOOL YEAR

Background: Board approval is requested for Nutrition Services warrants numbered 10499 through 10544 for the 2014/2015 school year. The total amount presented for approval is \$215,052.63.

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 10499 through 10544 for the 2014/2015 school year.

SH:KT:dlh

CONSENT ITEM

DATE: October 14, 2014
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Susan Hume, Assistant Superintendent, Business Services
PREPARED BY: Steve Miller, Director, Business Services
SUBJECT: APPROVE/RATIFY CHANGE ORDER FOR PURCHASE ORDER NUMBER I48R0001 FOR THE 2014/2015 FISCAL YEAR FOR DISTRICT 48 (AMERIGE HEIGHTS)

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 change order for purchase order number I48R0001 for the 2014/2015 fiscal year for District 48 (Amerige Heights).

SH:SM:gs
Attachment

Full Elem CFD2001-01

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES **10/14/2014**

FROM 09/05/2014 TO 09/25/2014

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>CHANGE AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|---------------------------------------|---------------|-----------------|----------------------|-----------------------|--|
| 148R0001 | US BANK | 7,000.00 | +5,000.00 | 0168150851 5800 | Amerige Heights Facilities / Other Contracted Services |
| Fund 01 Total: | | | 5,000.00 | | |
| Total Amount of Change Orders: | | | 5,000.00 | | |

CONSENT ITEM

DATE: October 14, 2014

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Melissa Greenwood, Accounting Supervisor, Business Services

SUBJECT: **ADOPT RESOLUTIONS NUMBERED 14/15-B009 THROUGH 14/15-B012 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

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

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

Funding: Not applicable.

Recommendation: Adopt Resolutions numbered 14/15-B009 through 14/15-B012 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 \$598,428 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> |
|-----------------------|--|------------------|
| 8011 | Revenue Limit State Aid – Current Year | \$598,428 |
| | | <u>\$598,428</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 | \$4,080 |
| 2000 | Classified Salaries | 3,700 |
| 3000 | Employee Benefits | 150 |
| 4000 | Books and Supplies | -26,980 |
| 5000 | Services & Other Operating Expenses | 19,050 |
| 9789 | Designated for Economic Uncertainties | 598,428 |
| | Total: | <u>\$598,428</u> |

Explanation: This Resolution reflects an increase to state revenue due to the adoption of the Local Control Funding Formula portion of the 2014-15 state budget. It also includes 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 \$506,652 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 | \$506,652 |
| | | \$506,652 |

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 | \$12,176 |
| 2000 | Classified Salaries | 38,308 |
| 3000 | Employee Benefits | 19,782 |
| 4000 | Books and Supplies | 399,515 |
| 5000 | Services & Other Operating Expenses | 14,998 |
| 7000 | Other Outgo | 21,873 |
| | Total: | \$506,652 |

Explanation: This Resolution reflects an increase to revenue and expenditures for Title I, the Child Signature and new California Math and Science Partnerships programs. It also reflects a reduction to revenue for Title III Immigrant Education and the School Readiness program. Adjustments to projected expenditures in the restricted General Fund are also included.

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 \$14,399 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

CHILD DEVELOPMENT FUND 12

| <u>Budget Acct. #</u> | <u>Income Source</u> | <u>Amount</u> |
|-----------------------|---------------------------|-----------------|
| 8290 | All Other Federal Revenue | \$815 |
| 8590 | All Other State Revenue | 13,584 |
| | | <u>\$14,399</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 | \$16,312 |
| 2000 | Classified Salaries | 1,075 |
| 3000 | Employee Benefits | 16,805 |
| 4000 | Books and Supplies | 6,002 |
| 5000 | Services & Other Operating Expenses | -13,072 |
| 7000 | Other Outgo | -12,723 |
| | Total: | <u>\$14,399</u> |

Explanation: This Resolution reflects an increase to revenue and expenditures for State and Federal funded preschool programs, as well as 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 | \$4,000 |
| 5000 | Services & Other Operating Expenses | -4,000 |
| | 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: October 14, 2014

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Ron Mullins, Supervisor, Purchasing and Stores

SUBJECT: APPROVE/RATIFY THE PURCHASE OF JUST-IN-TIME CLASSROOM AND OFFICE SUPPLIES FROM VAL VERDE UNIFIED SCHOOL DISTRICT'S (USD) PIGGYBACK JUST-N-TIME CLASSROOM AND OFFICE SUPPLY SYSTEM DISTRICTWIDE BID #12/13-001 AWARDED TO SOUTHWEST SCHOOL & OFFICE SUPPLY

Background: In December of 2012, the Val Verde USD prepared and awarded a new competitive bid to Southwest School & Office Supply at their regular Board meeting. The initial term of the contract is for one year with two optional one-year extensions at the District's option. At their regular meeting of the Board of Education on January 15, 2013, Val Verde USD extended the above-mentioned bid for one additional year. Staff has reviewed the contract and has determined that it is a cost effective means of purchasing classroom and office supplies for the Fullerton School District.

Public Contract Code Section 20118 provides authority for the governing board of a school district to purchase from another public agency without going to bid if the board determines it to be in the best interest of said district to utilize a bid from another public agency.

Rationale: Pursuant to Section 20118 of the Public Contract Code, the Board of Trustees of the Fullerton School District determines it is in the best interest of the District to purchase just-in-time classroom and office supplies from Val Verde USD's Just-N-Time Classroom and Office Supply System Districtwide Bid #12/13-001.

Funding: Purchases will be funded from various programs and site budgets as appropriate.

Recommendation: Approve/Ratify the purchase of just-in-time classroom and office supplies from Val Verde Unified School District's (USD) Piggyback Just-N-Time Classroom and Office Supply System Districtwide Bid #12/13-001 awarded to Southwest School & Office Supply.

SH:RM:gs

CONSENT ITEM

DATE: October 14, 2014

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Melissa Greenwood, Accounting Supervisor, Business Services

SUBJECT: **APPROVE/RATIFY THE CLOSURE OF THE ALLIANCE OF SCHOOLS FOR COOPERATIVE INSURANCE PROGRAMS (ASCIP) BANK ACCOUNT HELD AT BANK OF AMERICA TO OPEN A NEW ACCOUNT AND MOVE FUNDS TO WELLS FARGO, EFFECTIVE NOVEMBER 1, 2014**

Background: Alliance of Schools for Cooperative Insurance Programs (ASCIP) is our agent for Property and Liability Insurance and over this bank account. Effective November 1, 2014, ASCIP will be moving from Bank of America to Wells Fargo.

Rationale: The District has determined that it should transfer the funds to replace the existing Property Liability Trust Account to Wells Fargo per ASCIP's designated agent's request. All other information will remain the same.

Funding: Not applicable.

Recommendation: Approve/Ratify the closure of the Alliance of Schools for Cooperative Insurance Programs (ASCIP) bank account held at Bank of America to open a new account and move funds to Wells Fargo, effective November 1, 2014.

SH:MG:gs

CONSENT ITEM

DATE: October 14, 2014
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Susan Hume, Assistant Superintendent, Business Services
PREPARED BY: Bob Macauley, Director, Maintenance, Operations & Facilities
SUBJECT: APPROVE/RATIFY AGREEMENT WITH ARCHITECT 9, LLLP, FOR ARCHITECTURAL SERVICES

Background: The District plans to enter into various construction projects. The services of a licensed architect are necessary to plan projects, plan schematics and renderings, prepare project budgets and schedules, prepare bid documents and specifications, and prepare architectural plans, as well as to interface with the Division of the State Architect and Office of Public School Construction and to provide supervision of contractors and other tasks related to the completion of construction projects.

Rationale: District staff recommends entering into an agreement with Architecture 9, LLLP, for these services. Architecture 9 is a full-service architectural firm specializing in public works.

Funding: Services will be utilized on an as-needed basis. Total projected cost for services for each project will be approved in advance by the Assistant Superintendent, Business Services, before any work commences. Costs are set at professional hourly rates as detailed in Exhibit A of the contract. Costs will be paid from the District's Capital Projects Funds.

Recommendation: Approve/Ratify agreement with Architecture 9, LLLP, for architectural services.

SH:BM:sld
Attachment

September 23, 2014

Ms. Susan Cross Hume, CPA, CIA
FULLERTON SCHOOL DISTRICT
Fullerton, California 92833

RE: ARCHITECTURAL SERVICES

Dear Ms. Hume:

In response to Mr. Bob Macauley's request of Architecture 9, LLLP for Architectural Services, we offer the following.

Architecture 9 LLLP proposes to provide planning, schematic design, design development, construction documents, DSA/local governmental approvals, contract administration and project closeout as necessary for the District to pursue multiple levels of construction projects at various school sites throughout the District.

Architecture 9 proposes to provide Architectural Services as described above on an hourly rate basis for various projects as directed by the District in accordance to the attached Architect's Notice to Proceed and Hourly Rate Schedule Exhibit "A".

We look forward to a long and productive partnership with you and the Fullerton staff.

Architecture 9, LLLP



S. Mark Gelsinger
Architect

Dan Hensiek

cc: Bob Macauley @ bob_macauley@fullertonsd.org
Fullerton School District

Architect's Notice to Proceed No. ____

School District: Fullerton School District

Project: _____

Date: _____ Job No.: _____

Estimated Probable Cost: Construction Costs: \$_____

Soft Costs: \$_____

NOTE: Estimated probable costs are to be revised as project design documents progress.

Scope of Work:

District Authorization: _____ Date: _____

EXHIBIT "A"

SCHEDULE OF HOURLY CHARGES BY PERSONNEL CLASSIFICATION

Charges for architectural, planning, interior design, drafting and support services are based on the following daily or hourly rates:

| | |
|--|---------------|
| General Support Staff----- | \$ 35.00/hour |
| Project Support Staff----- | \$ 45.00/hour |
| CAD Operator----- | \$ 55.00/hour |
| Architectural Technical Staff----- | \$ 75.00/hour |
| Engineering Technical Staff----- | \$ 75.00/hour |
| Paraprofessional----- | \$ 75.00/hour |
| Senior Project Manager----- | \$140.00/hour |
| Project Manager----- | \$125.00/hour |
| Architect----- | \$125.00/hour |
| Engineer----- | \$125.00/hour |
| Architectural Illustrator----- | \$140.00/hour |
| Director of Architecture----- | \$140.00/hour |
| Director of Engineering----- | \$140.00/hour |
| Information Technology Director----- | \$140.00/hour |
| Facilities Analyst Director----- | \$140.00/hour |
| Director of Design----- | \$140.00/hour |
| Director of Construction----- | \$160.00/hour |
| Project Architect----- | \$160.00/hour |
| Project Engineer----- | \$160.00/hour |
| Vice President----- | \$160.00/hour |
| President/Chief Executive Officer----- | \$285.00/hour |

Charges are due and payable upon receipt of the invoice.

This schedule is subject to revision with written notice.

CONSENT ITEM

DATE: October 14, 2014
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
PREPARED BY: Marilee Cosgrove, Director, Child Development Services
SUBJECT: **ADOPT RESOLUTION #14/15-12 PROCLAIMING OCTOBER 23, 2014, AS “LIGHTS ON AFTER SCHOOL DAY” FOR THE FULLERTON SCHOOL DISTRICT**

Background: “Lights On After School” is a national celebration of after school programs and promotes the critical importance of quality after school programs in the lives of children, their families and their communities. This year, “Lights On After School Day” is October 23, 2014.

Rationale: More than 28 million children in the United States have parents who work outside the home, and 14.3 million children have no place to go after school. The Fullerton School District After School Programs service 19 school sites with 1,800 school-age students attending on a daily basis.

Funding: Not applicable.

Recommendation: Adopt Resolution #14/15-12 proclaiming October 23, 2014, as “Lights On After School Day” for the Fullerton School District.

MD:MC:ln
Attachment

FULLERTON SCHOOL DISTRICT
RESOLUTION #14/15-12
PROCLAIMING OCTOBER 23, 2014 AS
“LIGHTS ON AFTER SCHOOL” DAY

WHEREAS, the Fullerton School District stands firmly committed to quality after school programs and opportunities because they:

- provide safe, challenging, engaging and fun learning experiences to help children and youth develop their social, emotional, physical, cultural and academic skills;
- support working families by ensuring their children are safe and productive after the regular school day ends;
- build stronger communities by involving our students, parents, business leaders and adult volunteers in the lives of our young people, thereby promoting positive relationships among children, youth, families and adults; and
- engage families, schools and diverse community partners in advancing the welfare of our children;

WHEREAS, Fullerton Parks & Recreation, Fullerton School District, and Fullerton Boys & Girls Club have provided significant leadership in the area of community involvement in the education and well-being of our youth and grounded in the principle that quality after school programs are key to helping our children become successful adults;

WHEREAS, “Lights On After School”, a national celebration of after school programs, promotes the critical importance of quality after school programs in the lives of children, their families and their communities;

WHEREAS, more than 28 million children in the United States have parents who work outside the home, and 14.3 million children have no place to go after school;

WHEREAS, many after school programs across the country are facing funding shortfalls so severe that they are being forced to close their doors and turn off their lights;

NOW, THEREFORE, the Fullerton School District Board of Trustees does hereby proclaim

THURSDAY, OCTOBER 23, 2014, AS “LIGHTS ON AFTER SCHOOL” DAY.

We enthusiastically endorse “Lights On After School” and commit our school community to engage in innovative after school programs and activities that ensure the lights stay on and the doors stay open for all children after school.

Signed this 14th day of October, 2014 by:

Janny Meyer, President

CONSENT ITEM

DATE: October 14, 2014
TO: Board of Trustees
FROM: Robert Pletka, Ed.D., District Superintendent
SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND BRENT KOLLMANSBERGER EFFECTIVE OCTOBER 15, 2014 THROUGH JUNE 30, 2015**

Background: Mr. Brent Kollmansberger will be providing instruction and curriculum development during programming workshops for teachers and an overview for principals. Deliverables to include an Hour of Code Workshop, as well as developing lessons and projects principals can take back to their sites to share with their teachers. Goals include progressively introducing programming constructs, model programming practices, demonstration of iPad resources, and model facilitation techniques.

Rationale: Mr. Kollmansberger will be providing professional development in specialized programming education.

Funding: Cost not to exceed \$2,287 from General Fund (01).

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Brent Kollmansberger effective October 15, 2014 through June 30, 2015.

RP:Kl:cs
Attachment

2014-2015 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Brent Kollmansberger** 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 **Ten and one-half hours of instruction and 20 hours of curriculum development** hereinafter referred to as "Services."

Services shall be provided by **Brent Kollmansberger**.

2. Term. Contractor shall commence providing Services under this Agreement on **October 15, 2014**, and will diligently perform as required and complete performance by **June 30, 2015**.

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee of **Seventy-Five Dollars per Hour (\$75/per hour)** not to exceed **Two Thousand Two Hundred Eighty-Seven Dollars (\$2,287)**. 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

CONTRACTOR:
Brent Kollmansberger
ON FILE

Fullerton, CA 92833
Attn: Dr. Robert Pletka

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 **14th** DAY OF **OCTOBER, 2014**.

FULLERTON SCHOOL DISTRICT

By:

Robert Pletka, Ed.D.
Superintendent

Brent Kollmansberger

By:

Signature

ON FILE

Taxpayer ID Number

DISCUSSION/ACTION ITEM

DATE: October 14, 2014
TO: Board of Trustees
FROM: Robert Pletka, Ed.D., District Superintendent
SUBJECT: APPROVE REVISED BOARD ANNUAL GOALS FOR 2014/2015 SCHOOL YEAR

Background: An attribute of a successful school district is the development and implementation of agreed-upon annual goals. The goals become the yearly focus upon which the District functions and is instrumental in developing a budget plan that meets the learning needs of all students.

Considerable progress has been made throughout the years by Fullerton School District in meeting the educational needs of all students in the 21st Century. The District desires to continue to focus its efforts on how to best meet these needs and continue to move all students to proficiency. The Board of Trustees reviewed the Board Annual Goals at the September 23, 2014, meeting and requested some revisions. The Board is being asked to review and adopt the revised Board Annual Goals for the current 2014/2015 school year.

Rationale: In order to provide a Districtwide focus for educational excellence for the current school year, it is necessary for the Board to review and adopt its annual goals. This item gives the Board the opportunity to discuss and adopt these goals including any revisions from previously approved Board annual goals.

Funding: Not applicable.

Recommendation: Approve Revised Board Annual Goals for 2014/2015 school year.

RP:cs
Attachment



Great Schools
Successful Kids

Fullerton School District Board of Trustees Annual Goals

~~To maximize high levels of student achievement, engagement and high quality education for all students by implementing and monitoring research based instructional models, educational technology, arts education, and the new Common Core Standards. Measured by increasing the average rating of FSD schools' similar school ranking and increasing student attendance percentages.~~

1a. To maximize high levels of student achievement, and high quality education for all students by implementing and monitoring research based instructional models, educational technology, arts education, and California State Standards Measured by API scores.

1b. To maximize high levels of student engagement by utilizing research based instructional strategies such as educational technology.

2. To ensure long-term District financial stability that provides adequate funding for all desired programs, facilities, and the resources necessary to attract and retain superior employees, while eliminating structural deficit spending in the Unrestricted General Fund.

3. To improve communication with community and staff as measured by survey data.

4. To increase District accountability for administrators, teachers and classified staff by creating systems that enhance student achievement, customer service, and communication as measured by improvements in State and District test scores and customer service ratings.

5. To improve the quality of the junior high education experience by increasing interest in attending our three junior high schools and improving student engagement (with special programs such as STEM and Educational Technology), as measured by student surveys, parent surveys and school of choice requests.

6. To ensure appropriate attention is placed on emergency preparedness activities to safeguard our students, staff and campus visitors. Emergency preparedness includes identifying and assessing risks, mitigation activities to prevent/lessen the chance of risks, planning for emergency events, and response/recovery.

Future Goals:

7. To explore increasing the number of educational choices for Fullerton parents by exploring Specialty programs (e.g. STEM, Dual Immersion).
8. To explore new educational delivery systems that increase efficiencies and opportunities for student differentiation (e.g. distance learning).

Adopted by the Board of Trustees- December 11, 2012

-Revised December 10, 2013

CONSENT ITEM

DATE: October 14, 2014
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
PREPARED BY: Deanna Scott, Director, Student Support Services
SUBJECT: APPROVE/RATIFY 2014/2015 MASTER CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND THE ORANGE COUNTY DEPARTMENT OF EDUCATION (OCDE) BUSINESS DIVISION FOR MEDICAL ADMINISTRATIVE ACTIVITIES EFFECTIVE JULY 1, 2014 THROUGH JUNE 30, 2015

Background: This board item provides for the local billing administration of the Medi-Cal Administrative Activities through the Orange County Department of Education. The Local Educational Consortium is required by the Federal Government for the processing of Administrative claims.

Rationale: Based upon the requirements of the Medi-Cal Administrative Activities, a local organization is responsible for the oversight of these claims. The Orange County Department of Education is the responsible Local Education Consortium for the purpose of oversight for Medi-Cal claims.

Funding: Total cost of this contract is determined by the revenue earned and currently is at 5% paid to OCDE. This revenue is unrestricted and is returned to the General Fund.

Recommendation: Approve/Ratify 2014/2015 Master Contract between Fullerton School District and the Orange County Department of Education (OCDE) Business Division for Medi-Cal administrative activities effective July 1, 2014 through June 30, 2015.

JM:DS:vm
Attachment

FULLERTON SCHOOL DISTRICT
MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA)
PARTICIPATION AGREEMENT

This AGREEMENT is hereby entered into this 1st day of July, 2014, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, Region 9 Local Educational Consortium (LEC), hereinafter referred to as SUPERINTENDENT, and the Fullerton School District, 1401 West Valencia Drive, Fullerton, California 92833, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WITNESSETH:

WHEREAS, SUPERINTENDENT has entered into an Agreement with the California State Department of Health Care Services, hereinafter referred to as STATE, which is incorporated herein by this reference, to serve as the Local Educational Consortium (LEC) for the Region 9 in accordance with the California Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, SUPERINTENDENT has been designated by the STATE to represent school districts and county offices located in Region 9, hereinafter referred to as LEA (Local Education Agency) to administer Medi-Cal Administrative Activities (MAA) described as Administrative Claiming process in the California Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, the goal of the Medi-Cal Administrative Activities (MAA) program is to improve the availability and

1 accessibility of Medi-Cal services to Medi-Cal eligible and
2 potentially eligible individuals, and their families where
3 appropriate, served by the SUPERINTENDENT and participating LEA'S;
4 and

5 WHEREAS, DISTRICT is providing Medi-Cal Administrative
6 Activities and wishes to participate in the Medi-Cal Administrative
7 Activities Program.

8 NOW, THEREFORE, the Parties hereby agree as follows:

9 1.0 TERM. The term of this AGREEMENT shall be for a period of one
10 (1) year commencing on July 1, 2014, and ending on June 30, 2015,
11 subject to termination as set forth in this AGREEMENT.

12 2.0 RESPONSIBILITIES OF SUPERINTENDENT.

13 a. Responsibilities of SUPERINTENDENT and DISTRICT will be
14 amended as necessary to comply with all federal, state
15 and SUPERINTENDENT'S program requirements.

16 b. "Certify" to the STATE the amount of DISTRICT'S general
17 funds or any other funds allowed under Federal law and
18 regulation expended on the allowable "Program
19 activities".

20 c. Certify to the STATE the availability and expenditure of
21 one hundred percent (100%) of the non-federal cost of
22 performing program activities.

23 d. Certify to the STATE that DISTRICT expenditures
24 represent costs that are eligible for Federal financial
25 participation for that fiscal year.

e. Act as liaison between STATE and DISTRICT.

- 1 f. Represent DISTRICT'S issues, concerns, and questions at
2 scheduled statewide LEC Advisory Committee meetings,
3 STATE meetings, and MAA Program work groups.
- 4 g. As mandated by STATE, attend STATE trainings.
- 5 h. Conduct Region 9 LEC DISTRICT MAA Coordinator meetings
6 and trainings.
- 7 i. On behalf of STATE, provide STATE approved training
8 materials and updates to DISTRICT.
- 9 j. On behalf of STATE, provide Program technical
10 assistance.
- 11 k. Review time survey trainings conducted by or for the
12 DISTRICT.
- 13 l. Review DISTRICT'S quarterly time survey forms for
14 accuracy and completeness and request corrections if
15 necessary.
- 16 m. Review DISTRICT'S quarterly invoice documents for
17 accuracy and completeness and request corrections if
18 necessary.
- 19 n. Review corrected documents for compliance with rules and
20 regulations related to time surveys and fiscal reports;
21 work with DISTRICT to resolve any outstanding matters
22 that prevent SUPERINTENDENT'S certification of claim.
- 23 o. Provide DISTRICT access to STATE MAA Appeal Process upon
24 request.
- 25 p. Appeal DISTRICT decision or action through the STATE MAA
Appeal Process if necessary.

- 1 q. Review and submit the detailed quarterly invoice with
2 Claiming Unit Functions Grid to the STATE on behalf of
3 the DISTRICT and convey to the DISTRICT by warrant all
4 funds received on behalf of DISTRICT from the STATE less
5 any amount due the SUPERINTENDENT as defined in Section
6 5.0 of this AGREEMENT. No funds will be conveyed to
7 DISTRICT for invoices that have been disallowed by the
8 STATE.
- 9 r. Monitor compliance of DISTRICT with all Federal, STATE,
10 and SUPERINTENDENT'S PROGRAM requirements.
- 11 s. Review DISTRICT'S Operational Plan Audit/File at least
12 once every three (3) years.
- 13 t. Designate an employee to act as liaison to DISTRICT
14 regarding issues relating to this AGREEMENT.

15 3.0 RESPONSIBILITIES OF DISTRICT.

- 16 a. Responsibilities of SUPERINTENDENT and DISTRICT will be
17 amended as necessary to comply with all Federal, STATE
18 and SUPERINTENDENT'S program requirements.
- 19 b. Assess MAA claiming potential within the DISTRICT and
20 determine which staff perform MAA activities and will
21 participate in the time survey and what direct charges,
22 if applicable, will be claimed.
- 23 c. Certify to the SUPERINTENDENT and STATE the amount of
24 DISTRICT'S general funds or any other funds allowed
25 under Federal law and regulations expended on the
allowable "Program activities".

- 1 d. Comply fully with all Title XIX Federal, STATE, and
2 SUPERINTENDENT'S Program requirements.
- 3 e. Certify to SUPERINTENDENT and STATE the availability and
4 expenditure, from allowable non-federal funding sources,
5 of one hundred percent (100%) of the cost of performing
6 Program activities.
- 7 f. Certify to SUPERINTENDENT and STATE expenditures
8 represent costs that are eligible for Federal financial
9 participation for that fiscal year.
- 10 g. If subcontracting for Program coordination and training,
11 provide SUPERINTENDENT with a copy of the DISTRICT'S
12 contract with vendor.
- 13 h. Ensure that DISTRICT'S designated MAA Coordinator
14 attends quarterly Region 9 LEC MAA Coordinators
15 trainings and meetings.
- 16 i. Adhere to timelines established by the STATE and
17 SUPERINTENDENT for completion of Program documentation
18 (e.g., Program invoices, time surveys, reports, etc.).
19 Respond in a timely manner to all STATE and
20 SUPERINTENDENT requests for information and
21 documentation.
- 22 j. Respond to SUPERINTENDENT reviews with information and
23 corrected documents upon request.
- 24 k. Work with SUPERINTENDENT to resolve any outstanding
25 matters.

1. Appeal SUPERINTENDENT'S decision or action through the STATE MAA Appeal Process, if necessary.
- m. Conduct time survey trainings for all DISTRICT survey participants.
- n. Complete time studies, as required by the Centers for Medicare and Medicaid Services (CMS), to determine the amount of paid time spent on Program claimable activities.
- o. Ensure that MAA Time Survey forms are properly administered according to Federal, STATE, and SUPERINTENDENT requirements.
- p. Ensure that Time Surveys needing correction are corrected prior to inclusion in the MAA quarterly invoice.
- q. Provide SUPERINTENDENT with copies of completed quarterly Time Survey forms upon request.
- r. Develop and maintain at the DISTRICT an Operational Plan/Audit File to include at a minimum the following:
- Training materials and original attendance sheets
 - Original Time Survey forms and other Time Survey documentation, including validation of time survey participant attendance for the time survey period
 - Time certification and supporting documentation for direct charge staff
 - Claiming Unit Functions Grids
 - Position Descriptions/Duty Statements
 - Medi-Cal Percentage documentation
 - Invoice documents and supporting documentation
 - Contracts/MOU
 - Organizational Charts

- School Calendar
- Resource Directories and outreach materials
- Program review documentation

- 1
- 2
- 3 s. Prepare and certify school-based MAA Invoices and
- 4 Claiming Unit Functions Grids in conformance with STATE
- 5 requirements.
- 6 t. Submit quarterly claim to SUPERINTENDENT within twelve
- 7 (12) months following the end of the quarter.
- 8 u. Provide SUPERINTENDENT with copies of MAA invoice
- 9 supporting documentation upon request.
- 10 v. Maintain Program claim documentation for a period of not
- 11 less than three (3) fiscal years after the end of the
- 12 quarter in which quarterly invoice payment is received
- 13 by the LEC. If an audit is in progress or is
- 14 forthcoming, all records relevant to the audit shall be
- 15 retained until completion of the audit or final
- 16 resolution, whichever is later. Such documentation
- 17 shall be subject, at all reasonable times, to inspection
- 18 and/or audit by the CMS or other Federal agencies,
- 19 STATE, and/or SUPERINTENDENT.
- 20 w. In the event an Invoice/Claiming Unit Functions Grid is
- 21 revised or is disallowed by STATE, agree to reimburse
- 22 SUPERINTENDENT within thirty (30) days of receipt of an
- 23 invoice from SUPERINTENDENT evidencing SUPERINTENDENT'S
- 24 payment to the STATE for DISTRICT'S revised or
- 25 disallowed Invoice/Claiming Unit Functions Grid.
- x. Ensure no duplicative billings.

1 y. Hold SUPERINTENDENT harmless from any Federal
2 disallowance of MAA claim payments made to DISTRICT by
3 the STATE.

4 z. Designate an employee to act as a liaison with
5 SUPERINTENDENT to provide DISTRICT specific information
6 relative to MAA Program administration and fiscal
7 issues.

8 aa. Complete and return with the fully executed AGREEMENT,
9 SUPERINTENDENT'S Medi-Cal Administrative Activities
10 (MAA) District Information 2014/2015 form, Appendix "A",
11 attached hereto and incorporated by reference herein.

12 4.0 DISTRICT CLAIM REIMBURSEMENT. Upon satisfactory compliance of
13 DISTRICT'S responsibilities outlined in Section 3.0 of this
14 AGREEMENT and after SUPERINTENDENT has received reimbursement from
15 the STATE for DISTRICT'S quarterly MAA claim(s), SUPERINTENDENT
16 shall convey to DISTRICT by warrant, all funds received on behalf of
17 DISTRICT from the STATE less any amount due the SUPERINTENDENT and
18 STATE as determined in Section 5.0 below. No funds will be conveyed
19 to DISTRICT for invoices that have been revised or disallowed by the
20 STATE or Federal agencies. Payment to DISTRICT shall be made within
21 forty-five (45) days of receipt and reconciliation of STATE funds by
22 SUPERINTENDENT.

23 5.0 FEE SCHEDULE.

24 A. Annual STATE Participation Fee. SUPERINTENDENT will be
25 responsible for DISTRICT share of the STATE Participation Fee, which
is based on the STATE'S cost for administering the MAA claiming

1 process. In the event that the Region 9 LEC shares of STATE costs
2 for the 2014/2015 fiscal year exceed the amount of the STATE costs
3 contracted with SUPERINTENDENT for the 2014/2015 fiscal year,
4 SUPERINTENDENT will reduce DISTRICT'S quarterly MAA claim
5 reimbursement for DISTRICT'S share of the STATE Participation Fee
6 increase.

7 B. SUPERINTENDENT'S Administrative Support Fees. After
8 SUPERINTENDENT has received reimbursement from the STATE for
9 DISTRICT'S quarterly MAA claim(s), SUPERINTENDENT will transfer to
10 DISTRICT an amount equal to the Federal share of cost received as
11 reimbursement for DISTRICT'S MAA claim submitted by DISTRICT, less a
12 four and a half percent (4 1/2%) fee per quarterly claim which will
13 be used to support SUPERINTENDENT'S MAA administration. The four
14 and a half percent (4 1/2%) fee may be amended as necessary to
15 support compliance with all Federal, State, and SUPERINTENDENT'S
16 program requirements.

17 C. The obligations of SUPERINTENDENT and DISTRICT under this
18 AGREEMENT are contingent upon the availability of funds furnished by
19 the United States Government. In the event that such funding is
20 terminated or reduced, this AGREEMENT may be terminated, and
21 SUPERINTENDENT'S and DISTRICT'S fiscal obligations hereunder shall
22 be limited to a prorated amount of funding actually received by the
23 SUPERINTENDENT and DISTRICT from the STATE under the AGREEMENT.
24 SUPERINTENDENT shall provide DISTRICT written notification of such
25 termination. Notice shall be deemed given when received by the

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

3 6.0 FEDERAL CLAIMING.

4 A. TITLE 31 - Money and Finance, Subtitle V - General
5 Assistance Administration, Chapter 75 - Requirements for Single
6 Audits, section 7502 requires each pass through entity provide the
7 subrecipient program names and any identifying numbers from which
8 such assistance is derived. The Catalog of Federal Domestic
9 Assistance (CFDA) number for this federal program is 93.778, Medical
10 Assistance Program (Medi-Cal).

11 B. A "Vendor" means a dealer, distributor, merchant, or other
12 seller providing goods or services that are required for the conduct
13 of a Federal program. These goods or services may be for an
14 organization's own use or for the use of beneficiaries of the
15 federal program. Additional guidance on distinguishing between a
16 subrecipient and a vendor is provided in OMB Circular A-133.

17 7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of
18 this AGREEMENT, shall be and act as an independent contractor.
19 SUPERINTENDENT understands and agrees that he/she and all of his/her
20 employees shall not be considered officers, employees or agents of
21 the DISTRICT, and are not entitled to benefits of any kind or nature
22 normally provided employees of the DISTRICT and/or to which
23 DISTRICT'S employees are normally entitled, including, but not
24 limited to, State Unemployment Compensation or Workers'
25 Compensation. SUPERINTENDENT assumes full responsibility for the
acts and/or omissions of his/her employees or agents as they relate

1 to the services to be provided under this AGREEMENT. SUPERINTENDENT
2 shall assume full responsibility for payment of all Federal, STATE
3 and local taxes or contributions, including unemployment insurance,
4 social security and income taxes with respect to SUPERINTENDENT'S
5 employees.

6 8.0 DUTY TO PROVIDE FIT WORKERS. SUPERINTENDENT shall at all times
7 enforce appropriate discipline and good order among its employees
8 and shall not knowingly employ any unfit person or anyone not
9 skilled in providing the services required under this AGREEMENT.
10 Any person in the employ of the SUPERINTENDENT who in DISTRICT'S
11 opinion, is incompetent, unfit, intemperate, troublesome or
12 otherwise undesirable shall be excluded from providing services
13 under this AGREEMENT and shall not again provide services except
14 with written consent of DISTRICT.

15 9.0 COPYRIGHT.

16 A. DISTRICT understands and agrees that all forms, plans, and
17 related instructional materials developed by SUPERINTENDENT or
18 DISTRICT under this AGREEMENT shall become the exclusive property of
19 Department of Health Care Services. The Department of Health Care
20 Services shall have all right, title and interest in said matters,
21 including the right to secure and maintain the copyright, trademark
22 and/or patent all forms and related instructional materials
23 developed under this AGREEMENT.

24 10.0 HOLD HARMLESS.

25 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold
harmless DISTRICT, its Governing Board, and its officers, agents,

1 and employees from liability and claims of liability for bodily
2 injury, personal injury, sickness, disease, or death of any person
3 or persons, or damage to any property, real, personal, tangible or
4 intangible, arising out of the negligent acts or omissions of
5 employees, agents or officers of SUPERINTENDENT or the Orange County
6 Board of Education during the term of this AGREEMENT.

7 B. DISTRICT hereby agrees to indemnify, defend, and hold
8 harmless SUPERINTENDENT, the Orange County Board of Education, and
9 its officers, agents, and employees from liability and claims of
10 liability for bodily injury, personal injury, sickness, disease, or
11 death of any person or persons, or damage to any property, real,
12 personal, tangible or intangible, arising out of the negligent acts
13 or omissions of employees, agents or officers of DISTRICT during the
14 term of this AGREEMENT.

15 11.0 CONFIDENTIALITY.

16 A. SUPERINTENDENT and DISTRICT shall maintain confidentiality
17 of their respective records and information, governing the
18 confidentiality of client or student information for Medi-Cal
19 clients served under this AGREEMENT. Applicable laws include, but
20 are not limited to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section
21 431.300, Welfare and Institutions Code, Section 14100.2 and 22
22 California Code of Regulations Section 51009 and all applicable
23 federal and/or state laws or regulations as each may now exist or be
24 hereafter amended. The confidentiality obligations contained in
25 this section shall survive termination of this AGREEMENT.

1 B. DISTRICT understands and agrees to take all reasonable
2 steps to avoid unauthorized disclosure of any of SUPERINTENDENT'S
3 agents' proprietary data provided for purposes of this AGREEMENT
4 hereinafter defined as; data file specifications, related
5 instructions, management reports, training materials, plans or other
6 information relating to the performance of SUPERINTENDENT'S agents
7 services hereunder, disclosed by SUPERINTENDENT to DISTRICT pursuant
8 to this AGREEMENT. DISTRICT shall not during or after the term of
9 this AGREEMENT, permit the copying, duplication, or use of any of
10 SUPERINTENDENT'S agents' proprietary data by or to any person other
11 than authorized employees, agents or representatives of DISTRICT.

12 12.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort
13 to assure that the information supplied to SUPERINTENDENT hereunder
14 shall be true, complete, and accurate in all respects. DISTRICT
15 shall assume sole responsibility for the truth, completeness and
16 accuracy of all information supplied to SUPERINTENDENT and agrees
17 that SUPERINTENDENT shall have no responsibility or liability for
18 the truth, completeness or accuracy of any information submitted by
19 DISTRICT hereunder.

20 13.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable
21 for damages or losses to DISTRICT employees, agents, independent
22 contractors or students relating to lost medical services or lost
23 data under this AGREEMENT. SUPERINTENDENT shall not be liable for
24 any sums DISTRICT does not obtain in reimbursement from the STATE,
25 or for any incidental, indirect, special or consequential damages to

1 DISTRICT arising from the denial of any request for reimbursement
2 from the STATE.

3 14.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this
4 AGREEMENT shall not be assigned by the DISTRICT without prior
5 written approval of SUPERINTENDENT.

6 15.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein
7 must meet the approval of the DISTRICT and shall be subject to the
8 DISTRICT'S general right of inspection to secure the satisfactory
9 completion thereof. SUPERINTENDENT and DISTRICT agree to comply
10 with all Federal, STATE and local laws, rules, regulations and
11 ordinances that are now or may in the future become applicable to
12 SUPERINTENDENT or DISTRICT'S, equipment and personnel engaged in
13 operations covered by this AGREEMENT or accruing out of the
14 performance of such operations.

15 16.0 NON-DISCRIMINATION. In the performance of this AGREEMENT,
16 SUPERINTENDENT and DISTRICT agree that they shall not engage nor
17 employ any unlawful discriminatory practices in employment of
18 personnel or in any other respect on the basis of sex, race, color,
19 ethnicity, national origin, ancestry, religion, age, marital status,
20 medical condition, sexual orientation, physical or mental disability
21 or any other protected group in accordance with the requirements of
22 all applicable Federal or STATE law.

23 17.0 TOBACCO USE POLICY. In the interest of public health,
24 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
25 use of any tobacco products are prohibited in buildings and
vehicles, and on any property owned, leased or contracted for by the

1 SUPERINTENDENT pursuant to SUPERINTENDENT' Policy 400.15. Failure
2 to abide with conditions of this policy could result in the
3 termination of this AGREEMENT.

4 18.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with
5 or without cause, terminate this AGREEMENT with the giving of thirty
6 (30) days prior written notice to the other party.

7 19.0 NOTICE. All notices or demands to be given under this
8 AGREEMENT by either party to the other shall be in writing and given
9 either by: (a) personal service or (b) by U.S. Mail, mailed either
10 by registered or certified mail, return receipt requested, with
11 postage prepaid. Service shall be considered given when received if
12 personally served or if mailed on the third day after deposit in any
13 U.S. Post Office. The address to which notices or demands may be
14 given by either party may be changed by written notice given in
15 accordance with the notice provisions of this section. As of the
16 date of this AGREEMENT, the addresses of the parties are as follows:

17 DISTRICT: Fullerton School District
18 1401 West Valencia Drive
19 Fullerton, California 92833

20 Attn: _____

21 SUPERINTENDENT: Orange County Superintendent of Schools
22 200 Kalmus Drive
23 P.O. Box 9050
24 Costa Mesa, California 92628-9050

25 Attn: Patricia McCaughey

26 20.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek
27 redress for violation of, or to insist upon, the strict performance
28 of any term or condition of this AGREEMENT shall not be deemed a
29 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.

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

22.0 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.

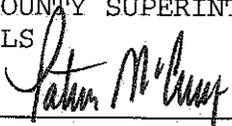
23.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the Parties to it and supercedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to the AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: FULLERTON SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

BY: _____
Authorized Signature

BY:  _____
Authorized Signature

PRINTED NAME: _____

PRINTED NAME: Patricia McCaughey

TITLE: _____

TITLE: Coordinator

DATE: _____

DATE: June 11, 2014

FEDERAL IDENTIFICATION NUMBER

Fullerton School District-MAA(40673)14
Zip13

CONSENT ITEM

DATE: October 14, 2014
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
PREPARED BY: Deanna Scott, Director, Student Support Services
SUBJECT: **APPROVE NONPUBLIC AGENCY (NPA) MASTER CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND PRISTINE REHAB CARE FOR SPEECH/LANGUAGE SERVICES FROM OCTOBER 15, 2014 THROUGH JUNE 30, 2015**

Background: Nonpublic agencies support student educational programs through a variety of services not available within the District programs, which may include occupational therapy, speech therapy, physical therapy, behavioral intervention, etc.

The rates for this Nonpublic Agency are as follows:

| | |
|---------------------------|-------------------|
| Speech Language Pathology | \$ 75.00/per hour |
|---------------------------|-------------------|

A copy of the contract is available in the Superintendent's Office for review.

Rationale: Nonpublic Agency services are utilized when the District does not have the ability to have staff in the area of service. While we are able to provide most services from within, it is sometimes necessary to contract outside for certain specialized services.

Funding: Total cost of the contract is not to exceed \$110,000 and will be paid from Unrestricted General Funds.

Recommendation: Approve Nonpublic Agency (NPA) Master Contract between Fullerton School District and Prestine Rehab Care for speech/language services from October 15, 2014 through June 30, 2015.

JM:DS:vh

CONSENT ITEM

DATE: October 14, 2014

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Susan Albano, Director, Educational Services

SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT WITH FULLERTON SCHOOL DISTRICT AND LEARNING PARTNERS INC., DBA SYLVAN LEARNING CENTER TO PROVIDE SUPPLEMENTAL SUPPORT SERVICES FROM OCTOBER 15, 2014 THROUGH MAY 22, 2015**

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. Learning Partners Inc., dba Sylvan Learning Center is a State approved supplemental support provider. Learning Partners Inc., dba Sylvan Learning Center 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 \$841 per qualifying student to be paid through District Title I funds.

Recommendation: Approve Independent Contractor Agreement with Fullerton School District and Learning Partners Inc., dba Sylvan Learning Center to provide supplemental support services from October 15, 2014 through May 22, 2015.

JM:SA:lc
Attachment

2014-2015 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Learning Partners Inc., dba Sylvan Learning 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: **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 Learning Partners Inc., dba Sylvan Learning Center at their location at 1539 South Harbor Blvd., Fullerton, CA 92832. 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 **October 15, 2014** and will diligently perform as required and complete performance by **May 22, 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 and Forty One Dollars (\$841.00) as established by the California Department of Education (CDE) per qualifying student. CONTRACTOR will provide tutoring services at a rate of \$45.00 per hour for a maximum of 18.68 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 29, 2015.** 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: Susan Albano, Director

CONTRACTOR:
Learning Partners Inc., dba Sylvan Learning Center
1539 South Harbor Boulevard
Fullerton, CA 92833
Attn: Armany Kojakehayan, Center 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 14th DAY OF October 2014.

FULLERTON SCHOOL DISTRICT

Learning Partners Inc., dba Sylvan Learning Center

By:

By:

Robert Pletka, Ed.D.
Superintendent

Armany Kojakehayan,
Center Director

On File
Taxpayer ID Number

CONSENT ITEM

DATE: October 14, 2014
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Janet Morey, 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 TO PROVIDE SUPPLEMENTAL SUPPORT SERVICES FROM OCTOBER 15, 2014 THROUGH MAY 22, 2015**

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 is a State approved supplemental support provider. Professional Tutors of America 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 \$841 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 October 15, 2014 through May 22, 2015.

JM:SA:lc
Attachment

2014-2015 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: **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 **October 15, 2014** and will diligently perform as required and complete performance by **May 22, 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 and Forty One Dollars (\$841.00) 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 12.35 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 29, 2015.** 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 uncopied 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

Attn: Susan Albano, Director

CONTRACTOR:
Professional Tutors of America, Inc.
3350 E. Birch Street, Suite 108
Fullerton, CA 92833 **Brea, CA 92821**
Attn: Robert Harraka, 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 14th DAY OF October 2014.

FULLERTON SCHOOL DISTRICT

Professional Tutors of America, Inc.

By:

By:

Robert Pletka, Ed.D.
Superintendent

Robert Harraka,
CEO

On File
Taxpayer ID Number

CONSENT ITEM

DATE: October 14, 2014
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
PREPARED BY: Susan Albano, Director, Educational Services
SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT WITH FULLERTON SCHOOL DISTRICT AND TUTORING USA, INC., DBA CLUB Z! TO PROVIDE SUPPLEMENTAL SUPPORT SERVICES FROM OCTOBER 15, 2014 THROUGH MAY 22, 2015**

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. Tutoring USA Inc., dba Club Z! is a State approved supplemental support provider. Tutoring USA Inc., dba Club Z! 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 \$688 per qualifying student to be paid through District Title I funds.

Recommendation: Approve Independent Contractor Agreement with Fullerton School District and Tutoring USA Inc., dba Club Z! to provide supplemental support services from October 15, 2014 through May 22, 2015.

JM:SA:lc
Attachment

2014-2015 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Tutoring USA, Inc., dba ClubZ!** 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: **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 Tutoring USA Inc., dba CLUB Z! 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 **October 15, 2014** and will diligently perform as required and complete performance by **May 22, 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 and Forty One Dollars (\$841.00) 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 15.29 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 29, 2015.** 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 uncopied 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: Susan Albano, Director

CONTRACTOR:
Tutoring USA, Inc. dba CLUB Z!
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 14th DAY OF October 2014.

FULLERTON SCHOOL DISTRICT

Tutoring USA Inc., dba CLUB Z!

By:

By:

Robert Pletka, Ed.D.
Superintendent

Glenn P. Walker, President

On File
Taxpayer ID Number

CONSENT ITEM

DATE: October 14, 2014

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Susan Mercado, Principal, Maple School

SUBJECT: **APPROVE THE MARSHALL B. KETCHUM UNIVERSITY (MBKU)/SOUTHERN CALIFORNIA COLLEGE OF OPTOMETRY (SCCO) CHILDREN'S VISION PROGRAM GRANT FOR MAPLE AND WOODCREST SCHOOLS BEGINNING OCTOBER 15, 2014 WITH AUTOMATIC RENEWAL FOR AN ADDITIONAL THREE-YEAR PERIOD ENDING OCTOBER 15, 2017**

Background: Marshall B. Ketchum University (MBKU)/Southern California College of Optometry (SCCO) has been a partner with Fullerton School District (FSD) for more than a decade, providing initial vision screenings for our students in grades K-8, overseen by Student Support Services and our FSD Nurses. Recently, MBKU/SCCO received a grant to provide comprehensive eye examinations, frames, lenses, and transportation by FSD school buses to and from the university, at no cost to the parent(s), and have requested to partner with Maple and Woodcrest Schools for the 2014-15 school year, with the opportunity to renew for three years.

Rationale: With the rising cost of ophthalmology and optometry services, we often find students unable to afford vision care, lenses and frames that might be required to correct and improve their vision. This grant would pay for the services required by trained medical professionals, a full comprehensive examination including dilation, and dispensing of glasses for up to 80 students per school per month, on an as needed basis, billing of MediCal or Vision Insurance, and if no insurance is available, the entire cost to be paid for out of the grant.

Funding: The funding would be provided by the Marshall B. Ketchum University (MBKU)/Southern California College of Optometry (SCCO) Children's Vision Program Grant, under the direction of Dr. Lynn Lowell (MBKU/SCCO). There is no cost to the District.

Recommendation: Approve the Marshall B. Ketchum University (MBKU)/Southern California College of Optometry (SCCO) Children's Vision Program Grant for Maple and Woodcrest Schools beginning October 15, 2014 with automatic renewal for an additional three-year period ending October 15, 2017.

JM:SM:nm
Attachment

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into between the Marshall B. Ketchum University home of the Southern California College of Optometry’s University Eye Center at Fullerton (“Provider”) and the Fullerton School District (“District”) to memorialize the terms under which Provider will deliver services to District students.

1. **Term.** This MOU is effective for a one-year period beginning October 15, 2014 and will automatically renew for an additional three-year period on each successive July 1, unless a party notifies the other party in writing before July 1 of its intent not to renew. Additionally, either party may terminate this MOU at any time with 30 days’ written notice of termination to the other party.
2. **Services.** The services to be rendered by Provider (“Services”) are described in the Scope of Work attached to this MOU and incorporated by this reference as though fully set forth. Provider will render the Services to students who are enrolled in District schools or programs (“Students”), who have requested and been given permission to receive the Services, on dates and at times to be mutually agreed upon by Provider and District.
3. **Qualifications.** Provider represents that the individuals and teams, as applicable, providing the Services are qualified to do so.
 - a. All personnel assigned by Provider to deliver Services hereunder shall be appropriately licensed, credentialed, certified, or otherwise entitled by law to provide such Services to public school students in the state of California.
 - b. Provider will furnish to the District the names of the individuals and, upon request, copies of their certifications or licenses.
 - c. Provider further represents that all personnel involved in delivering the Services are under the appropriate supervision of one or more licensed individuals, as required by applicable law.
 - d. Provider further represents that all employees or contractors providing Services under this MOU have signed statements indicating their understanding of and compliance with child abuse and neglect reporting requirements and patient confidentiality under applicable law.
 - e. Provider shall ensure that all employees or contractors who will have contact with Students have submitted to a volunteer clearance through Fullerton School District police and follow volunteer protocols and procedures per FSD.
 - f. Provider further represents it has developed and implemented a quality control system to ensure the Services meet or exceed the standard of care in the community.

4. **Applications and Permissions.** Provider will furnish the District and/or school administration, as appropriate, with a sufficient number of applications, consent forms, or similar paperwork for Students and Students' parents or guardians to complete as necessary to authorize the provision of Services. As applicable, Provider will furnish the District with sufficient copies of its Health Insurance Portability and Accountability Act ("HIPAA") Notice of Privacy Practices for distribution to Students and their parents or guardians.
5. **Documentation of Services Provided.** Provider will distribute to each Student who receives Services under this MOU with a receipt, report, or other written description of the Services rendered for the Student to take home to his or her parent(s) or guardian(s), which shall specify the Services provided and include a contact telephone number and/or email address to be used for making inquiries about the Services provided. To the extent requested by the District and permitted by law, Provider will furnish copies of this document to the District and/or School. Provider will make additional copies of the document and related information available to the Student's parent(s) or guardian(s), the Student's health care providers, as applicable, and others upon request and to the extent authorized by law.
6. **District's Obligations.** The District will facilitate delivery of the Services by:
 - a. Making announcements, as appropriate, to Students and their parents and guardians sufficiently in advance of the Service delivery date to allow for reasonable arrangements so the maximum number of Students can receive the Services.
 - b. Distributing Provider's printed applications, consent forms, or similar paperwork, and HIPAA Notice of Privacy Practices at appropriate times. Students' parents or guardians will be instructed to return completed paperwork in a manner that protects the confidentiality of the Students' protected health information, as applicable.
 - c. Collecting completed applications, consent forms, or similar paperwork from Students in advance of the date(s) on which the Services are to be delivered, and delivering the completed paperwork to Provider as far in advance of the service delivery date(s) as reasonably possible. District or school personnel will deliver paperwork to Provider in a manner that protects the confidentiality of this information.
 - d. Allotting usable space in the District school or facility on the service delivery date(s) that is sufficient for Provider to furnish the Services in an appropriately private and secure setting.
 - e. Assisting as needed in the transport of Students seeking Provider's Services to and from their classroom and the delivery location.
 - f. Cooperating with Provider's management and staff to accomplish the objectives of this MOU.

- g. Referring any student found to have signs of an eye condition or who has failed the visual screening described in the scope of work to the University Eye Center at Fullerton (UECF). The decision of referring any student for further evaluation or treatment to the UECF is autonomously made by the District, using their professional judgment and following legal mandates and district guidelines, including the consideration of local optometrists. The District will obtain consent from parents or guardians before the referral is completed, and the UECF will not be part of this consent process.
7. **Exclusion.** The District will be responsible for the physical safety of the students at all times in transit to and from the UECF as well as during the examination inside the UECF premises. University Eye Center at Fullerton optometrists, interns, staff and volunteers, acting on behalf of Provider will not be liable to District or parents/legal guardians for any claims, demands, injuries, damages, or actions arising out of or in connection with the use by District officials or students of the services and facilities of the UECF, or the premises where the same is located. If District personnel or students, including student's family members, bring any personal property onto the premises of the Clinic, or onto the Clinic parking area, District takes such action at its sole risk, and the UECF will not be responsible in any way for damage to or loss of any personal property which District brings onto the premises of the UECF.
8. **Discretion.** The District reserves the right to refuse entry to its schools or facilities by any agent of the Provider who, in the sole discretion of the District, poses any risk to Students, staff, or property of the District.
9. **Payment.** The Services are to be delivered to Students at no charge to the District other than incidental administrative costs associated with the District's obligations under this MOU. The District will not pay Provider for its Services. Provider is responsible for billing and collecting payment for its Services from Students' third party payor(s), parent(s) or guardian(s), as applicable.
10. **Insurance.** Provider will secure and maintain a Commercial General Liability Policy (including coverage for contractual liability) with limits of not less than \$1,000,000 per occurrence or claim. Provider will secure and maintain Malpractice Errors and Omissions Policy with limits of \$1,000,000 per claim and \$3,000,000 aggregate. Provider will secure and maintain Business Automobile Liability Insurance for automobiles owned, leased or hired by Provider with a combined single limit of not less than \$1,000,000 per occurrence. Provider will deliver a copy of such insurance policies to District upon request. Provider will further provide all required worker's compensation insurance for its employees, if any. All of the insurance policies described in this paragraph will be maintained at Provider's expense. The District shall be listed as an additional named insured on all of the policies described in this paragraph.
11. **Indemnification.** Provider will defend, indemnify, and hold harmless the District and its agents, contractors, employees, and governing board members, from and against all claims, damages, losses, and expenses (including, but not limited to attorney's fees, costs, and fees of other professional consultants) arising out of the negligent acts or omissions

of the Provider or its respective agents, contractors, or employees during or related in any way to the offer or delivery of Services under this MOU, except to the extent arising from the sole negligence or willful misconduct of the District.

12. **Compliance with Law and District Policy.** The parties will adhere to all applicable laws, regulations, and District policies in the performance of their respective responsibilities under this MOU, including but not limited to HIPAA and laws and regulations related to the confidentiality of pupil records, which are incorporated herein by this reference.
13. **Responsibilities.** This MOU describes the mutual agreements and obligations of the District and the Provider for the sole purpose of rendering the Services to District Students. It does not place any additional responsibilities on either party or imply any transfer of responsibility from one to the other or sharing of statutory responsibilities.
14. **No Third Party Beneficiaries.** Nothing in this MOU, express or implied, is intended or shall be construed to confer on any person or entity other than the parties hereto any remedy or claim under or by reason of this MOU or any term, covenant, or condition hereof, as a third party beneficiary or otherwise.
15. **Independent Relationship.** The parties acknowledge and agree that the relationship created between the District and Provider is strictly that of an independent contractor with respect to the Services described. Nothing contained in this MOU shall be construed as creating any other type of relationship between the parties such as that of a principal-agent, master-servant, or employer-employee between Provider and the District. No party to this MOU nor any of its agents shall have any claim hereunder or otherwise against the other party for payment of employment taxes, workers' compensation, vacation, sick leave, retirement benefits, social security benefits, disability benefits, unemployment insurance, or employee compensation or benefits of any kind.
16. **Nondiscrimination.** Neither the District nor the Provider shall discriminate on the basis of race, religion, sex, sexual orientation, national origin, age or disability in employment or in the delivery of Services hereunder.
17. **Non-Assignment.** Neither party shall assign, transfer or subcontract the rights, duties or obligations called for under this MOU without the written consent of the other party.
18. **Entire Agreement.** This MOU constitutes the entire understanding between the parties and supersedes all prior agreements, representations or understandings between the parties relating to the subject matter hereof. It may be changed or modified only by a supplemental written agreement between the parties.

PROVIDER:

Marshall B. Ketchum University
Southern California College of Optometry
2575 Yorba Linda Blvd.
Fullerton, CA 92831

By: _____

Dated: _____

DISTRICT:

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

By: _____

Dated: _____

CONSENT ITEM

DATE: October 14, 2014

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Deanna Scott, Director, Student Support Services

SUBJECT: **APPROVE/RATIFY 2014/2015 MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN FULLERTON SCHOOL DISTRICT AND ANAHEIM CITY SCHOOL DISTRICT FOR SPECIAL EDUCATION PROGRAMS & SERVICES EFFECTIVE JULY 1, 2014 THROUGH JUNE 30, 2015**

Background: The Anaheim City School District within this Memorandum of Understanding outlines the parameters within which their school district may provide special education programs and services to students when the District of residence does not have an appropriate placement for the child.

Rationale: School districts on occasion do not have programs to serve students who require intensive educational services. Due to this, some students must be placed outside of the Fullerton School District.

Funding: Total cost of the contract is not to exceed \$150,000 and will be paid from the Unrestricted General Fund.

Recommendation: Approve/Ratify 2014/2015 Memorandum of Understanding (MOU) between Fullerton School District and Anaheim City School District for special education programs and services effective July 1, 2014 through June 30, 2015.

JM:DS:vm
Attachment

MEMORANDUM of UNDERSTANDING BETWEEN
ANAHEIM CITY SCHOOL DISTRICT
AND
FULLERTON ELEMENTARY 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 (SELPA) 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 City School District (hereinafter referred to as the "Provider District") and the Fullerton Elementary 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 inter-district attendance agreements for programs conducted pursuant to this part.

2. Term of Agreement

This Agreement is effective for the period beginning July 1, 2014, through June 30, 2015.

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 2014-15 school year 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, July, 2014 through June, 2015. 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. In the event the Provider District fails to send a final accounting to the Sending District by October 31 of the following year, the Sending District shall not be liable for our Special Education program costs associated with the student involved.

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 City School District
PROVIDER DISTRICT

Fullerton Elementary School District
SENDING DISTRICT

BY: _____
(Authorized Agent Signature)

BY: _____
(Authorized Agent Signature)

Sherry Blakely
(Print Name)

(Print Name)

DATE: _____

DATE: _____

BOARD APPROVAL: _____

BOARD APPROVAL: _____

SPECIAL ED MOU
8/14

ANAHEIM CITY SCHOOL DISTRICT
Inter-SELPA MOU
Exhibit A Projections
Visually Impaired Program / Special Day Class
2014-15

PROJECTED EXPENDITURES

| | | |
|---|----|---------|
| Classroom Teacher Salary + Statutory Benefits | \$ | 95,381 |
| Classroom Teacher H&W Benefits | \$ | 14,576 |
| Braille Transcriber Salary + Statutory Benefits | \$ | 31,712 |
| Braille Transcriber H&W Benefits | \$ | 13,705 |
| Instructional Aides Salary + Statutory Benefits | \$ | 58,156 |
| Instructional Aides H&W Benefits | \$ | 10,329 |
| | | |
| Total | \$ | 223,859 |
| | | |
| Total Cost X 1.4 | \$ | 313,403 |
| | | |
| Mobility Specialist Salary + Statutory Benefits | \$ | 117,339 |
| Mobility Specialist H&W Benefits | \$ | 7,348 |
| | | |
| Total | \$ | 124,687 |
| | | |
| Total Projected Expenditures | \$ | 438,090 |
| | | |
| Number of Students | | 6 |
| | | |
| Cost per Student | \$ | 73,015 |
| | | |
| Base Revenue Offset (Subject to Change) | \$ | (7,626) |
| | | |
| Net Projected Cost per Student | \$ | 65,389 |

CONSENT ITEM

DATE: October 14, 2014
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE WILLIAMS LITIGATION SETTLEMENT UNIFORM COMPLAINT REPORT FOR QUARTER 1 (JULY 1, 2014 - SEPTEMBER 30, 2014)

Background: Education Code 35186(d), as a part of the Williams Litigation Settlement Agreement, requires districts to report to the County Superintendent of Schools and local school boards quarterly summary reports on the nature and resolution of all complaints specifically relating to Williams Litigation concerns. The Board of Trustees previously adopted a modified Uniform Complaint Process for Williams Litigation concerns. The Notice to Parents and Guardians “Complaint Rights” is posted in all classrooms. The District has processed the following complaints related to the Williams Litigation:

| | <u>Number of Complaints:</u> | <u>Status:</u> |
|-------------------------------|------------------------------|----------------|
| Facilities Issues | 0 | N/A |
| Instructional Material Issues | 0 | N/A |
| Credentialing Issues | 0 | N/A |
| Other | 0 | N/A |

Rationale: To meet legal mandates.

Funding: Not applicable.

Recommendation: Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 1 (July 1, 2014 – September 30, 2014).

MLD:nm
 Attachment



2014-2015 Quarterly Report Williams Legislation Uniform Complaints

District: Fullerton School District

District Contact: Nina Mota

Title: Administrative Secretary

- Quarter #1 July 1 to September 30, 2014 **Report due by October 31, 2014**
- Quarter #2 October 1 to December 31, 2014 **Report due by January 31, 2015**
- Quarter #3 January 1 to March 31, 2015 **Report due by April 30, 2015**
- Quarter #4 April 1 to June 30, 2015 **Report due by July 31, 2015**

Check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of the complaints.

| Type of Complaint | Total # of Complaints | # Resolved | # Unresolved |
|--|-----------------------|------------|--------------|
| Textbooks and Instructional Materials | 0 | | |
| Teacher Vacancies or Misassignments | 0 | | |
| Facility Conditions | 0 | | |
| CAHSEE Intensive Instruction & Services (high schools only) | | | |
| TOTALS | 0 | | |

Name of Superintendent: Robert Pletka, Ed.D.

Signature of Superintendent: _____

Date: _____

Please submit to: Thea Savas
 Senior Administrative Assistant
 200 Kalmus Drive, B-1000
 P.O. Box 9050, Costa Mesa, CA 92628-9050
 (714) 966-4336 or fax to: (714) 327-1366

CONSENT ITEM

DATE: October 14, 2014
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
PREPARED BY: Jay McPhail, Chief Technology Officer, Technology & Media Services
SUBJECT: **APPROVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT (FSD) AND HAIKU LEARNING MANAGEMENT SYSTEM (LMS) FOR 15,000 USERS**

Background: Fullerton School District's deployment of Haiku Learning Management System (LMS) is entering its tenth year. Haiku LMS provides a safe, secure, robust, and easy to learn online system to provide teacher websites through virtual classrooms to complement the brick and mortar class. Teachers within FSD are using Haiku LMS to provide instruction, student discussion forums, differentiated instruction, and student created content, homework, practice exams, student blogs and more. Haiku is also used by the district office and site administration for communication and collaboration.

Rationale: Haiku LMS will provide FSD with the services to provide online learning environments and teacher web pages for the District.

Funding: The total amount of the Haiku LMS agreement is \$74,250 and is to be paid from Unrestricted General funds.

Recommendation: Approve agreement between Fullerton School District (FSD) and Haiku Learning Management System (LMS) for 15,000 users.

JM:JM:kh
Attachment



haikulearning

Pricing and Agreement for Fullerton School District

Prepared 09/15/2014 by ALLEN ANGELL

Billing Information

Haiku Learning will send all invoices to the listed contact. Please provide complete contact information below.

Billing Contact Name: Same as previous year

Email: _____

Address: _____

Address: _____

City: _____

State/Province: _____

Postal Code: _____

Country: _____

Phone: _____

Purchase Order Number: _____

General Terms

Terms of Service

Signatory agrees to the Terms for Institutional Contracts found at our corporate website. See <http://www.haikulearning.com/terms>.

Subscription

A "Subscription", "User Subscription", or "Subscriber" refers to every account EXCEPT for parent accounts. This includes all educator accounts and students with an account in an active class.

Storage & Bandwidth

File storage is pooled for the entire domain to simplify storage management. Bandwidth use is also pooled and is tallied month by month.

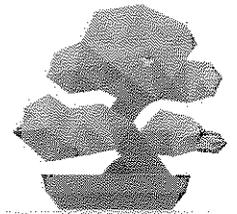
Upgrades

HAIKU will add functionality and upgrades to our software on a regular basis. Some new features may only be available to users who pay an additional fee. You will have access to all free upgrades. Any features that carry an additional charge will be offered to you at the standard fee for each.

Custom Integration

HAIKU may outsource custom development to automate the integration of Haiku Learning with your extant technologies. HAIKU may also work with your in-house staff or the outsource provider of your choice on custom technology integration projects.

Subscription Agreement



License Fees

| Description | # of Users | Price per User | Subtotal |
|---|------------|----------------|-----------------|
| Haiku user licenses for 1 year with 3.58 TB of file storage and 2.15 TB of monthly bandwidth. | 15,000 | \$4.95 | \$74,250 |
| Optional: Unlimited storage and bandwidth (Table C) | | \$0.00 | \$0.00 |
| Total Licenses | | | \$74,250 |

Setup & Onboarding Fees

| Description | Price | Subtotal |
|---|------------------------------|---------------|
| Haiku Standard Setup (Table A) | NA | \$0.00 |
| Optional: Custom domain name + security certificate (Table A) | \$2,500.00 per custom domain | \$0.00 |
| Total Setup & Onboarding | | \$0.00 |

Training Fees

| Description | Number | Price | Subtotal |
|---|--------|------------------------------|---------------|
| Optional: Webinar training (Table B) | | \$250 per webinar | \$0.00 |
| Optional: Custom domain name + security certificate (Table A) | | \$2,500.00 per custom domain | \$0.00 |
| Total Training | | | \$0.00 |

Discounts

| Description | Number of Years | License Discount | Subtotal |
|------------------------|-----------------|------------------|---------------|
| Optional: Multi-year | | | \$0.00 |
| Total Discounts | | | \$0.00 |

| | | | |
|--------------|--|--|-----------------|
| Total | | | \$74,250 |
|--------------|--|--|-----------------|

General Terms



Terms of Service

Signatory agrees to the Terms for Institutional Contracts found at our corporate website. See <http://www.haikulearning.com/terms>.

Subscription

A "Subscription", "User Subscription", or "Subscriber" refers to every account EXCEPT for parent accounts. This includes all educator accounts and students with an account in an active class.

Storage & Bandwidth

File storage (3.58 TB) is pooled for the entire domain to simplify storage management. Bandwidth use (2.15 TB monthly) is also pooled.

Upgrades

Haiku will add functionality and upgrades to our software on a regular basis. Some new features may only be available to users who pay an additional fee. You will have access to all free upgrades. Any features that carry an additional charge will be offered to you at the standard fee for each.

Custom Integration

Haiku may outsource custom development to automate the integration of Haiku Learning with your extant technologies. Haiku may also work with your in-house staff or the outsource provider of your choice on custom technology integration projects.

Other Fees

Wire transfers (for international customers) can be executed at no cost. You can pay by credit card for a flat fee of \$25 if the payment is under \$300. Please note that the credit card fees will be appended to the total beyond the amount listed in this contract.

Signature

A handwritten signature in black ink that reads "Allen Angell".

Allen Angell, Founder & President

Printed Name

Signature

Title

Date

DATE: October 14, 2014
TO: Board of Trustees
FROM: Robert Pletka, Ed.D., District Superintendent
SUBJECT: **APPROVE OUT-OF-STATE CONFERENCE ATTENDANCE FOR DR. ROBERT PLETKA FOR THE SUPERINTENDENTS' SUMMIT TO BE HELD IN WASHINGTON, D.C., AT A FUTURE DATE IN NOVEMBER 2014**

Background: Dr. Pletka was nominated and selected to attend the Superintendents' Summit to be held in the month of November 2014. Senior leadership from the U.S. Department of Education and the White House will welcome 100 exemplary superintendents from public and private school districts, nationwide, to Washington, D.C.

These superintendents will be recognized for their leadership in transitioning their schools to digital learning by fostering and leading a culture of coloration and digital citizenship; transitioning schools and families to high-speed connectivity; empowering educators with professional learning opportunities; accelerating progress toward universal access to quality devices; providing access to quality digital content; creating access, equity, and excellence; offering digital tools to students and families to help them prepare for success in college; and sharing best practices.

Rationale: Attendance by Dr. Pletka at the upcoming Superintendents' Summit is requested due to the recognition and honor he will be receiving at this event for the District.

Funding: General Fund.

Recommendation: Approve out-of-state conference attendance for Dr. Robert Pletka for the Superintendents' Summit to be held in Washington, D.C., at a future date in November 2014.

RP:Kl:cs

CONSENT ITEM

DATE: October 14, 2014
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
PREPARED BY: Jay McPhail, Chief Technology Officer, Technology & Media Services
SUBJECT: APPROVE/RATIFY PBS SOCAL / KOCE-TV MEMBERSHIP FOR 2014/2015

Background: PBS SoCAL Education (formally known as Telecommunications of Orange County) is the instructional television service of KOCE-TV. PBS SoCAL Education provides instructional television materials for the classroom. District membership in PBS SoCAL Education provides rights for the use and duplication of PBS SoCAL Education instructional video programs. These programs come with teacher guides and are aligned to content standards.

PBS SoCAL Education membership also provides access to Discovery Education Streaming, an online service with over 5,000 full-length videos, 50,000 video clips and thousands of still images available to download for teacher and student use. A database, searchable by California Common Core Standards or keywords, provides easy access to these instructional materials.

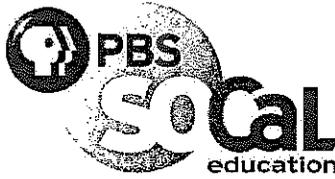
PBS SoCAL Education member districts have access to many staff development workshops and special events. The District will continue working with the PBS SoCAL Director of Education for training opportunities during Wednesday Staff Developments.

Rationale: PBS SoCAL Education membership provides access and rights to video resources aligned to the California Common Core Standards and the Fullerton School District curriculum. Teachers can use these resources and be copyright compliant.

Funding: The total dollar amount of the 2014/2015 PBS SoCal Education is \$16,712.50 to be paid from Unrestricted General funds.

Recommendation: Approve/Ratify PBS SoCal / KOCE-TV Membership for 2014/2015.

JM:JMc:kh
Attachment



PBS SoCaL ♦ 3080 Bristol Street, Suite 100, Costa Mesa, CA 92626 ♦ 714-241-4107

2014-2015

THIS AGREEMENT is made and entered into by and between PBS SoCaL 3080 Bristol Street, Suite 100, Costa Mesa, California 92626 and Fullerton School District ("Client"), 1401 W. Valencia Fullerton, CA 92833

IN CONSIDERATION OF the mutual promises and covenants contained herein, PBS SoCaL and client agree as follows:

1. Purpose of Agreement: This Agreement is to provide teachers of Client with Discovery Streaming for instruction in the classroom.
2. Unit of Membership: Any school or school district, or educational agency within the PBS SoCaL primary reception area is eligible for PBS SoCaL membership and services.
3. Liability Insurance: PBS SoCaL shall obtain and maintain a policy of liability insurance against liability or claims of liability resulting from acts or omissions to act by PBS SoCaL, its agents, or employees, in connection with the performance of this Agreement. Client shall obtain and maintain a policy of liability insurance against liability resulting from the acts or omissions to act by Client, its agents, or employees, in connection with the performance of this Agreement. The minimum acceptable amount of any such policy shall be one million dollars.
4. Termination: If either client or PBS SoCaL defaults in the performance of any of the terms of this Agreement, it shall have ten (10) days after service of written notice of such default by the other party in which to cure such default. In the event the party receiving such notice fails to cure the default within such period of time, the party serving the notice at its option may terminate this Agreement without further notice.
5. Notice: Any notices required or permitted here under shall be given in writing to the appropriate party at the address specified below. Notice shall be deemed given upon personal delivery of written notice, or when written notice is sent by certified or registered mail. The notices should be sent as follows:

To PBS SoCal: **PBS SoCaL Education**
 3080 Bristol Street, Suite 400 Costa Mesa, CA 92626

To CLIENT: Fullerton School District
 1401 W. Valencia Fullerton, CA 92833
6. Term of Agreement: The term of this Agreement shall begin on September 1, 2014 and expires on August 31, 2015.

7. Fees: In consideration of the obligations performed here under by PBS SoCaL, client shall pay PBS SoCaL a fee of \$1.25 per student. The total dollar amount of this Agreement shall not exceed \$16,712.50. The total number of students is 13,370.

8. Indemnity: PBS SoCal Education to the extent permitted by law shall defend, indemnify and hold harmless Client and its members, trustees, officers, employees, instructors, agents and representatives free and harmless from any claim, liability, loss, and expense, including reasonable attorney fees and court costs, which may arise because of the breach of this Agreement by PBS SoCal Education, negligence, misconduct or other fault of PBS SoCal Education and its employees, instructors, agents and representatives in the performance of its obligations under this Agreement including the violation of any copyrighted material provided to PBS SoCal Education by client.

9. Limitation of Liability: Notwithstanding anything to the contrary with the exception of Client's duty to indemnify PBS SoCal Education as provided in paragraph 17, to the extent allowed by law neither party shall be liable to the other party for any special, indirect, consequential, or incidental damages (including without limitation, lost revenues, anticipated revenues or profits relating to the same) arising from any claim relating directly or indirectly to the Agreement whether a claim for such damages is based on warranty, contract, tort (including without limitation negligence or strict liability) even if the parties are advised of the likelihood or possibility of same.

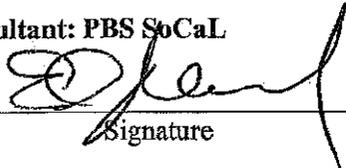
10. Remittance: Remittance of fees shall be made as follows: One payment of total fee not to exceed \$16,712.50.

11. 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.

Consultant: PBS SoCaL

Fullerton School District

By: _____



Signature

By: _____

Signature

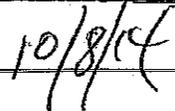
Name Ed Miskevich

Name _____

Title Station Manager

Title _____

Date _____



Date _____

***PLEASE NOTE** Send back Agreement with original signatures to:

Jamie Myers VP, Education
 PBS SoCal
 P.O. Box 25113
 Santa Ana, CA 92799-5113

Retain a copy for your files. After receiving this Agreement, PBS SoCaL will invoice client.

CONSENT ITEM

DATE: October 14, 2014
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
PREPARED BY: Yolanda McComb, Principal, Raymond School
SUBJECT: APPROVE/RATIFY FEDERAL WORK STUDY PLACEMENT AGREEMENT BETWEEN RAYMOND ELEMENTARY SCHOOL AND NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT TO COMMENCE JULY 1, 2014 THROUGH JUNE 30, 2015

Background: North Orange County Community College District is a recipient of Federal Work Study funds. The work-study program is a part of a financial aid package that provides part-time employment opportunities to students who would like to work on-campus or at an off-campus community service site. The community college district wishes to establish Fullerton School District as an eligible community service site.

Rationale: An approved partnership with the community college district will allow various community colleges to place students with financial need at a school site within the District. The school site will assign specific work assignments to the student and provide supervision.

Funding: Student wages will be paid by the appropriate community college. Fingerprinting cost are to be paid by the appropriate school site and will come out of the school funds.

Recommendation: Approve/Ratify Federal Work Study Placement Agreement between Raymond Elementary School and North Orange County Community College District to commence July 1, 2014 through June 30, 2015.

MLD:YM:nm
Attachment



**FEDERAL WORK STUDY PROGRAM
NON-EXEMPT OFF-CAMPUS AGREEMENT**

This agreement is entered into this 1st day of July, 2014, In the city of Anaheim, County of Orange, State of California, by the North Orange County Community College District, Hereinafter called "Institution", and Raymond Elementary School hereinafter called "Organization", a public school district or non-profit public agencies, for the purpose of providing work to students eligible for the Work Study Program.

The institution is considered the employer for purposes of the Agreement. It has the ultimate right to control and direct the services of the students for the Organization. It also has the responsibility to determine whether the students meet the eligibility requirements for employment under the Federal Work Study Program, to assign students to work for the Organization, and to determine that the students do perform their work in fact. The Organization's rights are limited to direction of the details and means by which the result is to be accomplished.

Therefore, Institution and Organization in consideration of the covenants contained herein agree as follows:

1. Organization shall utilize the services of students who are referred to Organization by Institution and who the Institution has determined are eligible to participate in the Federal Work Study Program and who the Organization has determined qualified and acceptable to perform services for Organization. The Organization will be responsible for training, supervising, evaluating the students, making sure the monthly timecards are submitted to the Financial Aid Office no later than the 24th of each month, unless otherwise requested. The Institution will serve as fiscal agent. Institution will take no responsibility for the work performed or actions of the student.
2. The Organization shall provide fingerprinting services for Federal Work Study students and will review any reported findings and determine if the student meets the Organization's employment standards. The cost for this service will be provided by the Organization if the Organization has special categorical project funding; if not, the Institution's Federal Work Study Program will cover the fingerprinting cost.
3. Students will be made available to the Organization by the Institution to perform specific work assignments. Students may be removed from work on a particular assignment or from the Organization by the Institution, either on its own initiative or at the request of the Organization. The Organization agrees that no student will be denied work or subjected to different treatment under its agreement on the grounds of race, color, national origin, or sex. It further agrees that it will comply with the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352: Stat. 252) and Title IX of the Education Amendments of 1972 (Publ. L. 92-318) and the Regulations of the Department of Education which implements those acts.
4. The work performed by the students shall not:
 - a) Displace employees, impair existing service contracts or replace regular employees who are on strike;
 - b) Involve any partisan or nonpartisan political activity associated with a faction in an election for public or party office;
 - c) Involve the construction, operation, or maintenance of any part of a facility used, or to be used for sectarian instruction or religious worship;
 - d) Involve any lobbying on the State or Federal level; and
 - e) Be related to activities of any sectarian organization or to any partisan or nonpartisan political activities.
5. This Agreement shall be subject to the availability of funds to Institution from the Federal Work Study Program.

**FEDERAL WORK STUDY PROGRAM
NON-EXEMPT OFF-CAMPUS AGREEMENT**

Page 2

6. Institution shall act as employer and pay the student participating in the program. The wage rate to be paid to students participating in the program shall:
 - a) Be not less than the current federal minimum wage;
 - b) Be computed on an hourly basis for actual time on the job; and
 - c) Be appropriate and reasonable in terms of the type of work performed, the employee's proficiency, the geographical region, and applicable federal, state, or local law.
7. The Institution shall provide Workers' Compensation insurance at Institution's own cost and expense for all students employed pursuant to this Agreement.
8. Organization shall:
 - a) Supervise the services of students participating in the Federal Work Study Program;
 - b) Communicate with the Institution regarding the students' performance or any other issues of concern;
 - c) Complete and submit to Institution the North Orange County Community College District Student Payroll time cards and forward them to the Institution monthly (exhibit "A"). The time cards shall include the following:
 - i. The time worked by students participating in the program, indicating hours worked each day and total hours worked for each payroll period; and
 - ii. Certification by authorized supervisor that the hours are accurately reported.
9. Institution will be responsible for:
 - a) Determination of student's eligibility to participate in the Federal Work Study Program;
 - b) Providing Institution's student Payroll time cards to Organization; and
 - c) Providing Institution's payroll guidelines to Organization.
10. It is agreed that both Institution and Organization shall have the right and authority to relieve the student from any or all duties; student shall have the right to terminate employment.
11. Organization agrees to defend, indemnify and hold harmless the State of California, the Trustees of the North Orange County Community College District (Institution), and its officers, agents, employees and volunteers from all claims including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and damage to property sustained or claimed to have been sustained arising out of the performance of this Agreement. Organization further agrees to waive all rights of subrogation against the Institution.
12. The Institution and any agents and employees of Institution, in the performance of the Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California, or the Organization. Students furnished employment by Institution pursuant to this Agreement shall be employees of Institution and shall not be apprentices, employed agents or officers of the State of California, or the Organization.
13. Institution may terminate this Agreement and be relieved of its obligation with regard to Organization hereunder should Organization fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the Institution may proceed to carry out the purpose of this Agreement in any manner deemed proper by Institution.
14. This Agreement is not assignable by Organization either in whole or in part.

**FEDERAL WORK STUDY PROGRAM
NON-EXEMPT OFF-CAMPUS AGREEMENT
Page 3**

15. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties to indicate agreement. The parties intend this written agreement to be the final and complete expression of their understanding and that there are no other agreements, either oral or written, to vary or contradict the terms of this agreement.

16. This agreement shall terminate on the 30 day of June, 2015, unless sooner terminated and shall be subject to extension by the mutual agreement of the parties hereto in writing.

**FOR NORTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT**
1830 W. Romneya Drive
Anaheim, CA 92801
714-808-4779

FOR ORGANIZATION

Date

(Signature, Vice Chancellor, Finance & Facilities)

(Printed Name, Vice Chancellor, Finance & Facilities)

(Signature, Director of Financial Aid)

Greg Ryan
Printed Name, Director of Financial Aid

Date

Name of Organization

Address

City, State, Zip Code

Telephone Number

Signature of Organization Representative

Printed Name of Organization Representative

Title of Organization Representative

DISCUSSION/ACTION ITEM

DATE: October 14, 2014
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: **APPROVE FULLERTON SCHOOL DISTRICT'S PROPOSAL TO NEGOTIATE WITH FULLERTON ELEMENTARY TEACHERS ASSOCIATION FOR THE 2014/2015 and 2015/2016 SCHOOL YEARS**

Background: Meeting and negotiating shall not take place on any proposal until a reasonable time has elapsed after the submission of the proposal to enable the public to become informed and until the public has had the opportunity to express itself regarding the proposal at a Board meeting.

Rationale: Government Code Section 3547 requires that all initial proposals of exclusive representative and of public school employers relating to matters within the scope of representation be presented at a public meeting. Proposals become public record once they are presented ("sunshined").

Funding: Not applicable.

Recommendation: Approve Fullerton School District's proposal to negotiation with Fullerton Elementary Teachers Association for the 2014/2015 and 2015/2016 school years.

MLD:nm
Attachment

FULLERTON SCHOOL DISTRICT
SUNSHINE
Agreement to Open with FETA
2014-2015 and 2015-2016 Agreement
September 16, 2014

ARTICLE 11 EVALUATION PROCEDURES

The District is interested in finalizing the evaluation form and procedures based upon three-year draft model.

ARTICLE 14 CLASS SIZE

The District has an interest in reviewing the certificated class size ratios for the 2014-2015 and 2015-2016 school years in order to maintain fiscal solvency.

ARTICLE 16: SALARIES

The District has interest in negotiating salaries and salary schedules for the two school year referenced above.

ARTICLE 17 FRINGE BENEFITS

The District has an interest in reviewing Fringe Benefits for current and retired association members. This includes modifying the current plan levels offered to employees.

ARTICLE 29 MISCELLANEOUS PROVISIONS

The District is interested in discussion on Merit Pay options and/or Pathway stipends.

DISCUSSION/ACTION ITEM

DATE: October 14, 2014

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Melissa Greenwood, Accounting Supervisor, Business Services

SUBJECT: **ADOPT RESOLUTION #14/15-11 AUTHORIZING THE CLOSURE OF THE SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY PROJECTS (FUND 1717) AND SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS (FUND 2020)**

Background: The Special Reserve Fund for Other Than Capital Outlay Projects was originally set up for the deposit of mandated cost reimbursements.

The Special Reserve Fund for Postemployment Benefits was originally set up for the funding of retiree health and welfare benefits.

These funds are no longer required for special purposes as set up by the District when the funds were established. The balance in each fund is zero.

Rationale: The District has determined that it no longer needs Funds 17 and 20. The balance in each fund is zero. The Orange County Department of Education recommends closing funds no longer being utilized.

Funding: Not applicable.

Recommendation: Adopt Resolution #14/15-11 authorizing the closure of the Special Reserve Fund for Other Than Capital Outlay Projects (Fund 1717) and Special Reserve Fund for Postemployment Benefits (Fund 2020).

SH:MG:gs
Attachment

ADMINISTRATIVE REPORT

DATE: October 14, 2014

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

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

SUBJECT: **SUNSHINE FULLERTON ELEMENTARY TEACHERS ASSOCIATIONS' 2014/2015 and 2015/2016 PROPOSAL TO NEGOTIATE WITH FULLERTON SCHOOL DISTRICT**

Background: Meeting and negotiating shall not take place on any proposal until a reasonable time has elapsed after the submission of the proposal to enable the public to become informed and until the public has had the opportunity to express itself regarding the proposal at a Board meeting.

Rationale: Government Code Section 3547 requires that all initial proposals of exclusive representative and of public school employers relating to matters within the scope of representation be presented at a public meeting. Proposals become public record once they are presented ("sunshined").

Funding: Not applicable.

Recommendation: Not applicable.

MLD:nm
Attachment



FULLERTON ELEMENTARY TEACHERS ASSOCIATION

110 E. WILSHIRE AVE., SUITE 510 • FULLERTON, CA 92832 • (714) 879-5030 • FAX (714) 879-5424

Fullerton Elementary Teachers Association, FETA

Sunshine Bargaining Proposal

For the

Collective Bargaining Agreement

between the

Fullerton Elementary Teachers Association

and the

Fullerton School District

FSD

In compliance with the current agreement between FETA and FSD, the following is set forth as our “sunshine” proposal to the District; to open negotiations for a two-year term: from 1 July 2014 through 30 June 2016.

SUNSHINE PROPOSALS

Article 16- Salaries

Article 17- Fringe Benefits

and up to two (2) additional articles per bargaining for both FETA and FSD.

By mutual consent, other contract articles can be reopened.

Stacy Hollenbeck

FETA Negotiations Chair

October, 2014