

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

REGULAR MEETING OF THE BOARD OF TRUSTEES  
NOTICE TO THE PUBLIC

REGULAR MEETINGS OF THE BOARD OF TRUSTEES are held in the District Administration Building Board Room, unless otherwise noted, at 5:00 p.m. with closed session, 6:00 p.m. open session. Board meetings are scheduled once during the months of January, April, July, August, October, and December and twice during the months of February, March, May, June, September, and November. The Regular 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), a member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a Regular meeting. The request must be in writing and submitted to the Superintendent with supporting documents and information, if any, at least ten working days before the scheduled meeting date. The Superintendent/designee shall determine whether a request is within the subject matter jurisdiction of the Board, whether an item is appropriate for discussion in open or closed session, and how the item shall be stated on the agenda.

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

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

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

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

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

FULLERTON SCHOOL DISTRICT  
Minutes of the Regular Meeting of the Board of Trustees  
Tuesday, October 11, 2011  
6:00 p.m. Open Session  
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

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

Administration present: Dr. Mitch Hovey, Mr. Mark Douglas, Mrs. Susan Hume, Mrs. Janet Morey

Call to Order and Pledge of Allegiance

President Thornley called a Regular meeting of the Fullerton School District Board of Trustees to order at 6:02 p.m. and Girl Scout Cadet Troop #599 from Rolling Hills School led the pledge of allegiance to the flag.

President Thornley announced the Board did not have Closed Session and therefore there was no report from Closed Session. President Thornley announced the Board meeting would be audio and video taped and may be streamlined to the Internet.

Public Comments

Denise Yu, parent, addressed the Board with her desire place her 6<sup>th</sup> grade daughter, Janna Yu, in a pre-algebra class at Fisler School. Janna Yu (student) and Erin Yu (sister) also spoke regarding the same matter.

Introduction/Recognitions

Randa Schmalfeld, Principal at Rolling Hills School, presented an overview of the school's many programs and activities. Students Zachary Fogel, Justine Sombilon, and Isabella Wouters from Rolling Hills School assisted Mrs. Schmalfeld in the presentation.

Superintendent's Report

Dr. Hovey had no report but did comment that Fullerton is a great place.

Information from the Board of Trustees

Trustee Sugarman- She recognized the contribution that Christopher Columbus made to our country. She reminded everyone the All the Arts for All the Kids Foundation Pin Auction is on October 29th. Trustee Sugarman commented that the heart sculptures around the City of Fullerton are beautiful and thanked the artists for donating their time in creating such masterpieces. She stated that the Fullerton Technology Foundation's eWaste event would be held at Ladera Vista Junior High on November 5, 2011 from 9:00 a.m. to 3:00 p.m. Proceeds of the eWaste event will go to the Fullerton Technology Foundation and benefit the schools within the District.

Trustee Berryman- She echoed the same sentiment about supporting All the Arts for All the Kids Foundation and encouraged people to attend the Pin Auction. She thanked KaBOOM (an organization that helps communities build playgrounds), the City of Fullerton, and the Boys and Girls Clubs for partnering together to rebuild the playground at Ford Park. Trustee Berryman commented how nice it is to help make safe areas for children to play. She participated in Walk to School events at Pacific Drive and Laguna Road Schools. She encouraged parents and children to walk more often to school for increased healthy living.

Trustee Thompson- no report.

Trustee Meyer- She attended Acacia School's celebration of their 924 API score at exactly 9:24 a.m. on September 28. She participated in Walk to School at Laguna Road School. She wished everyone good luck at the upcoming student conferences. Trustee Meyer has the opportunity to attend the Metropolitan Water District of Southern California's (MWD) Annual Colorado River Aqueduct Inspection Trip from October 14-16, 2011. Several teachers wrote a grant last year that afforded them the money to attend the inspection trip and Trustee Meyer was invited to be part of this trip. Trustee Meyer thanked the Fullerton Education Foundation for providing the grant. Trustee Meyer asked Principals to encourage their teachers to apply for grants from the Fullerton Education Foundation and the Fullerton Technology Foundation. In the near future, Office Managers, will receive information regarding the grants. She reminded everyone that the Flu Shot Clinic is being held on October 19, 2011, from 1:00-6:00 p.m. at the Brea Community Center.

President Thornley- no report.

Information from DELAC, PTA, FETA, CSEA, FESMA

PTA Council – Georgene Bravo- no report.

FETA – Karla Turner – She distributed a copy of the California Educator Magazine to each of the Board of Trustees and Executive Cabinet members. The magazine has an article and photograph of Andy Montoya, Math teacher at Ladera Vista Junior High School, who is being recognized as one of California's young leaders in education. She commented the District Office and FETA continue their collaboration and will send a team to a two-day Marzano strategies in teaching assessment and evaluation workshop on October 27 and 28; the second team is attending an Institute sponsored by ABC Unified School District on developing a partnership between the union and the District Office on October 26 and 27. She commented FETA looks forward to a continued partnership with the District Office.

CSEA– Al Lacuesta – no report.

FESMA – Sherry Hoyt– She commented student conferences are underway and thanked administration for providing the time for teachers to meet with parents. FESMA is moving forward with the *Every Student Succeeding* award reception. She stated Fullerton School District is well represented at the OCSBA/ACSA Joint Dinner meeting on October 19. FESMA is looking forward to the upcoming Pin Auction.

#### Information Items

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

#### Approve Minutes

Moved by Beverly Berryman, seconded by Hilda Sugarman and carried 5-0 to approve the minutes of the Regular meeting on September 27, 2011.

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

##### Consent Items

Moved by Beverly Berryman, seconded by Janny Meyer, and carried 5-0 to approve all consent items and pulling consent item #1h for further discussion

Regarding Consent Item #1h, Trustee Thompson inquired to Dr. Hovey if the language may be legally changed on the California Healthy Kids Survey (CHKS). Dr. Hovey clarified the CHKS was modified based on previous input received from the Board of Trustees. Dr. Hovey stated the District is only administering the portion of the survey that is mandated by the State of California. Any other modules that may be available on the CHKS are not administered to students within the District. Dr. Hovey shared it is voluntary for parents to have their children participate in the survey. Parents may also review the survey prior to their student being administered the CHKS. Trustee Thompson made a motion to revise a portion of the letter being sent to parents due to his opinion that the letter may be misleading. Hearing no second, the motion died. Trustee Sugarman suggested to change some minor verbiage in the parent letter and commented she felt the survey may be too lengthy for students. Trustee Thompson commented WestEd administers other surveys he felt are inappropriate. Dr. Hovey clarified the District is not administering any module that is not appropriate or relevant to helping the District better plan for the safety and needs of students. If the District does not participate in the survey, it may jeopardize its funding. It was then moved by Hilda Sugarman, seconded by Janny Meyer, and carried 4-1 (Trustee Thompson opposed) to approve consent item #1h.

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 F22B0010, F22C0019 through F22C0021, F22D0149 through F22D0197, F22M0083 through F22M0089, F22R0193 through F22R0225, F22S0012 through F22S0017, F22V0042 through F22V0047, and F22X0296 through F22X0308 for the 2011/2012 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 140196 through 140252 for the 2011/2012 school year.

1e. Approve/Ratify warrants numbered 80071 through 80356 for the 2011/2012 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 8512 through 8568 for the 2011/2012 school year.

1g. Declare listed items as surplus, not suitable for school purposes, and authorize District staff to

dispose of items at a public auction, or by other means, as allowed by Education Code sections 17545-17555 and 60500-60530.

1h. Approve Memorandum of Understanding between Fullerton School District and the California Healthy Kids Survey (CHKS) Regional Center for the 2011/2012 school year.

1i. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 1 (July 1, 2011 – September 30, 2011).

1j. Approve Early Intervention for School Success (EISS) Independent Contractor Agreement between Fullerton School District and Martha Anderson for a workshop to be held on October 21, 2011.

1k. Approve/Ratify Early Childhood Education School Readiness Initiative Grant, Agreement Number: 37382, between Orange County Superintendent of Schools and Fullerton School District effective July 1, 2011 through June 30, 2012.

1l. Approve/Ratify Classified Personnel Report.

1m. Approve Independent Contractor Agreement between Fullerton School District and Glenda Thompson to provide coaching in leadership capacity for principals to promote student learning and achievement effective October 12, 2011 through June 30, 2012.

#### Public Hearing

President Thornley conducted a public hearing at 7:15 p.m. pursuant to Education Code 60119, Education Code 60421(a), 60422(b) and California Code of Regulations (CCR), Title 5, Section 9531 (a) to hear community on certification of assurances for fiscal year 2011/2012 regarding the availability of textbooks and instructional materials. Hearing no comments, the public hearing was declared closed at 7:16 p.m.

Trustee Sugarman commented she wanted the Principals to have an opportunity to comment regarding the availability of textbooks and instructional materials.

#### Discussion/Action Items

2a. Adopt Resolution #11/12-20 to ensure availability of textbooks and instructional materials and certification of provision of standards-aligned instructional materials for 2011/2012.

It was moved by Chris Thompson, seconded by Hilda Sugarman and carried 5-0 to adopt Resolution #11/12-20 to ensure availability of textbooks and instructional materials and certification of provision of standards-aligned instructional materials for 2011/2012.

#### Administrative Report

3a. First Reading of New Board Policy 3350 Travel Expenses.

Mark Douglas, Assistant Superintendent of Personnel Services, shared with the Board this is the first reading of New Board Policy 3350 Travel Expenses. The Board will be asked to approve this Board Policy at the October 25, 2011, Board meeting.

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

No requests.

#### Adjournment

President Thornley adjourned the Regular meeting on October 11, 2011, at 7:17 p.m.

FULLERTON SCHOOL DISTRICT  
Agenda for Regular Meeting of the Board of Trustees  
Tuesday, October 25, 2011  
6:00 p.m. Open Session

District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

Public Comments – Policy

The Board meeting follows rules of decorum. The public may address the Board on items of public interest within the Board's jurisdiction. Per Board Bylaw 9323, individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments about an item that is on the posted agenda will be heard at the time the agenda item is considered by the Board. Public comment about an item that is not on the posted agenda will be heard during this time. No action or discussion may take place on an item that is not on the posted agenda except as expressly authorized by law. Since the Board cannot take action on items that are not on the agenda, such items will be referred to the Superintendent. Persons wishing to address the Board are invited to complete and submit a "request to speak" slip to the secretary. These slips are available at the reception counter.

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

Public Comments – Policy (see above)

Superintendent's Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

Information Items

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

Approve Minutes

Regular meeting on October 11, 2011

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 F22B0011 through F22B0012, F22C0022 through F22C0029, F22D0198 through F22D0252, F22M0090 through F22M0098, F22R0226 through F22R0278, F22T0006 through F22T0007, F22V0048 through F22V0061, and F22X0309 through F22X0326 for the 2011/2012 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 140253 through 140323 for the 2011/2012 school year.

1e. Approve/Ratify warrants numbered 80357 through 80510 for the 2011/2012 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 8569 through 8583 for the 2011/2012 school year.

1g. Approve Independent Contractor Agreement with Fullerton School District and Maureen Allen for staff development on "Integrating STEM Education in the Elementary Classroom" for teachers at District Wednesday Staff Professional Development sessions on January 11, 2012 and February 8, 2012.

1h. Approve Independent Contractor Agreement with Fullerton School District and Kristen Okura for staff development on building aerobic capacity and muscular strength in K-6 students on District Wednesday Staff Professional Development sessions on January 11, 2012 and February 8, 2012.

1i. Approve Independent Contractor Agreement with Fullerton School District and Academic Goals, Inc., to provide supplemental support services from October 26, 2011 through June 6, 2012.

1j. Approve Independent Contractor Agreement with Fullerton School District and Tutoring USA Inc., dba Club Z! to provide supplemental support services from October 26, 2011 through June 6, 2012.

1k. Approve Independent Contractor Agreement with Fullerton School District and Professional Tutors of America, Inc., to provide supplemental support services from October 26, 2011 through June 6, 2012.

1l. Approve Independent Contractor Agreement with Fullerton School District and Learning Partners Inc., dba Sylvan Learning Center to provide supplemental support services from October 26, 2011 through June 6, 2012.

1m. Approve Out-of-State Conference for John Albert, Principal, Ladera Vista Junior High School, to attend the Virtual School Symposium (VSS) on November 8-11, 2011 in Indianapolis, Indiana.

1n. Approve/Ratify warrant number 1076 for the 2011/2012 school year (District 40, Van Daele).

1o. Approve/Ratify warrant number 1117 for the 2011/2012 school year (District 48, Amerige Heights).

1p. Approve Submission of the 2012/2013 Continued Funding Application for Child Care and Developmental Programs.

1q. Approve/Ratify 2011/2012 Orange County Quality Improvement System (OC QIS) Memorandum of Understanding between the Orange County Department of Education and Fullerton School District.

1r. Approve/Ratify 2011/2012 Interagency Agreement between Exceptional Home Health Care and Fullerton School District for Special Education Student (ID # 792070) for nursing support by a private duty nurse/attendant from October 17, 2011 through June 14, 2012.

1s. Approve/Ratify 2011/2012 Interagency Agreement between Maxim Health Care and Fullerton School District for Special Education Student (ID # 790043) for nursing support by a private duty nurse/attendant from August 29, 2011 through June 14, 2012.

1t. Approve/Ratify Internship Agreement with California State University, Fullerton to commence October 3, 2011.

Discussion/Action Item

2a. Approve New Board Policy 3350 Travel Expenses

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 15, 2011, at 6:00 p.m. in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

CONSENT ITEM

**DATE:** October 25, 2011

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

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

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

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

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

MLD:rw  
Attachment



**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON OCTOBER 25, 2011**

**NEW HIRE(S)**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>COST CENTER</b>	<b>EFFECTIVE DATE</b>
Margaret Anderson	Substitute Teacher	Employ	100	09/22/11
Sandra Bretz	Substitute Teacher	Employ	100	09/06/11
Jessica Brown	Substitute Teacher	Employ	100	09/26/11
Jamie Carroll	Substitute Teacher	Employ	100	09/26/11
Jessica Diaz	Substitute Teacher	Employ	100	09/30/11
Laleh Dorri	Substitute Teacher	Employ	100	09/28/11
Teresa Duez	Substitute Psychologist	Employ	391	09/23/11
Field Ferkin	Substitute Teacher	Employ	100	09/27/11
Jeffrey Given	Substitute Teacher	Employ	100	10/06/11
Julie Hong	Substitute Teacher	Employ	100	09/26/11
Carolyn Kim	Substitute Teacher	Employ	100	09/27/11
Soo Kim	Substitute Teacher	Employ	100	09/26/11
Sarah Larkin	Substitute Teacher	Employ	100	09/22/11
My Le	Substitute Teacher	Employ	100	10/07/11
Hae Ri Lee	Substitute Teacher	Employ	100	10/03/11
David Osuna	Substitute Teacher	Employ	100	10/03/11
Priscilla Park	Substitute Teacher	Employ	100	10/11/11
Linda Quach	Substitute Teacher	Employ	100	09/27/11
Amanda Robins	Substitute Teacher	Employ	100	09/29/11
Wednesday Segovia	Substitute Teacher	Employ	100	09/23/11
Thatsaphone Stodola	Substitute Teacher	Employ	100	09/26/11
Patricia Wunderlich	Substitute Teacher	Employ	100	09/26/11

**EXTRA DUTY ASSIGNMENT(S)**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
Marlon Barcelona	Teaching an additional period at Ladera Vista	1/7 of per diem from 100	08/30/11-06/14/12
Anthony Martinez	Teaching an additional period at Ladera Vista	1/7 of per diem from 100	08/30/11-01/27/12

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 25, 2011.

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Clerk/Secretary

CONSENT ITEM

**DATE:** October 25, 2011

**TO:** Mitch Hovey, 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 25, 2011**

<b><u>SCHOOL/SITE</u></b>	<b><u>DONOR</u></b>	<b><u>DESCRIPTION</u></b>
Acacia	Acacia PTA	Monetary donation of \$340.00 for movie license
Acacia	Fullerton Excellence in Education Foundation (Other: Foundation)	Monetary donation of \$90.00 for the school
Beechwood	Fullerton Excellence in Education Foundation (Other: Foundation)	Monetary donation of \$70.00 for the school
Commonwealth	JP Morgan Chase (Community Partner)	Monetary donation of \$1,000.00 for the school
Commonwealth	Target (Community Partner)	Monetary donation of \$403.11 for the school
Educational Services	Beckman Coulter Foundation (Community Partner)	Donation of office supplies
Fullerton School District	Fullerton Community Bank (Community Partner)	Donation of 300, 1-inch plastic ring binders
Fullerton School District	I Star Financial (Community Partner)	Donation of 25, 3-inch binders
Hermosa	Mrs. Tamra Araiza (Parent)	Monetary donation of \$65.00 for technology
Hermosa	Mrs. Michele Boaz (Parent)	Monetary donation of \$65.00 for technology
Hermosa	Mr. and Mrs. William Dugan (Parents)	Monetary donation of \$65.00 for technology
Hermosa	Fullerton Excellence in Education Foundation (Other: Foundation)	Monetary donation of \$50.00 for technology
Hermosa	Mrs. Xuexian Liu (Parent)	Monetary donation of \$65.00 for technology
Hermosa	Mrs. Jang Hwan Moon (Parent)	Monetary donation of \$65.00 for technology
Hermosa	Mr. Israel Rivera (Parent)	Monetary donation of \$25.00 for technology
Hermosa	Mr. Omar Sánchez (Parent)	Monetary donation of \$65.00 for technology

**FULLERTON SCHOOL DISTRICT****Gifts: October 25, 2011**

<b><u>SCHOOL/SITE</u></b>	<b><u>DONOR</u></b>	<b><u>DESCRIPTION</u></b>
Hermosa	Mr. and Mrs. Scott Sinek (Parents)	Monetary donation of \$100.00 for technology
Hermosa	Mr. Luis Del Villar (Parent)	Monetary donation of \$65.00 for technology
Ladera Vista	Target Take Charge of Education (Community Partner)	Monetary donation of \$496.74 for the school
Laguna Road	Fullerton Technology Foundation (Other: Foundation)	Monetary donation of \$360.00 for technology
Laguna Road	Laguna Road Support Our School Foundation (Other: Foundation)	Monetary donation of \$2,000.00 for technology
Nicolas	Target (Community Partner)	Monetary donation of \$109.31 for the school
Parks	ABC Optometry Corp. (Parent)	Monetary donation of \$100.00 for band
Parks	Mr. and Mrs. Mi K. Ahn (Parents)	Monetary donation of \$100.00 for vocal
Parks	Ms. Cynthia Chikahisa (Parent)	Monetary donation of \$50.00 for vocal
Parks	Mr. Kyung Choe (Parent)	Monetary donation of \$100.00 for band
Parks	Mrs. Kyung Choe (Parent)	Monetary donation of \$50.00 for band
Parks	Mr. and Mrs. Kenneth Coy (Parents)	Monetary donation of \$100.00 for band
Parks	Mr. and Mrs. Kenneth Coy (Parents)	Monetary donation of \$100.00 for electronic art
Parks	Mr. Maarten Van Delden (Parent)	Monetary donation of \$50.00 for band
Parks	Mr. Robert Doidge (Parent)	Monetary donation of \$75.00 for band
Parks	Mr. Patrick Githens (Parent)	Monetary donation of \$50.00 for vocal
Parks	Kyung Ah Hong (Other: Family Member)	Monetary donation of \$50.00 for vocal

**FULLERTON SCHOOL DISTRICT***Gifts: October 25, 2011*

<b><u>SCHOOL/SITE</u></b>	<b><u>DONOR</u></b>	<b><u>DESCRIPTION</u></b>
Parks	Mr. and Mrs. Bu Sun Hwang (Parents)	Monetary donation of \$100.00 for band
Parks	Mr. and Mrs. Kevin Hwang (Parents)	Monetary donation of \$100.00 for vocal
Parks	Mr. and Mrs. Clifford Kim (Parents)	Monetary donation of \$50.00 for vocal
Parks	Mrs. Jin Hee Kim (Parent)	Monetary donation of \$100.00 for vocal
Parks	Mr. and Mrs. John Kremer (Parents)	Monetary donation of \$75.00 for band
Parks	Mr. and Mrs. Soo Kwon (Parents)	Monetary donation of \$50.00 for band
Parks	Mr. Lau (Parent)	Monetary donation of \$50.00 for vocal
Parks	Mr. and Mrs. Lee (Parents)	Monetary donation of \$100.00 for vocal
Parks	Mr. and Mrs. Raul Lemus (Parents)	Monetary donation of \$50.00 for vocal
Parks	Mr. and Mrs. Kirk Mackie (Parents)	Monetary donation of \$50.00 for vocal
Parks	Mr. and Mrs. Pyoung Kil Park (Parents)	Monetary donation of \$50.00 for vocal
Parks	Parks Foundation for Education (Other: Foundation)	Monetary donation of \$6,383.00 for technology
Parks	Mr. and Mrs. Preston Riseling (Parents)	Monetary donation of \$100.00 for vocal
Parks	Mr. and Mrs. Robert Ryan (Parents)	Monetary donation of \$100.00 for vocal
Parks	Mr. and Mrs. Loren Schavone (Parents)	Monetary donation of \$100.00 for band
Parks	Mr. and Mrs. Seok Hyun Seo (Parents)	Monetary donation of \$100.00 for vocal
Parks	Mr. and Mrs. Eraj Shadaram (Parents)	Monetary donation of \$50.00 for band

**FULLERTON SCHOOL DISTRICT*****Gifts: October 25, 2011***

<b><u>SCHOOL/SITE</u></b>	<b><u>DONOR</u></b>	<b><u>DESCRIPTION</u></b>
Parks	Steven Shin (Parent)	Monetary donation of \$100.00 for band
Parks	Mrs. Pranee Smithmatungol (Parent)	Monetary donation of \$50.00 for band
Parks	Mrs. Young Ran Soung (Parent)	Monetary donation of \$50.00 for band
Parks	Mr. and Mrs. Gregory Tetteimer (Parents)	Monetary donation of \$50.00 for vocal
Parks	Mr. and Mrs. Scot Williams (Parents)	Monetary donation of \$50.00 for band
Rolling Hills	Target (Community Partner)	Monetary donation of \$1,055.41 for the school
Woodcrest	Lifetouch Studios (Community Partner)	Monetary donation of \$445.12 for the school

CONSENT ITEM

**DATE:** October 25, 2011  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**PREPARED BY:** Steve Miller, Director, Business Services  
**SUBJECT:** APPROVE/RATIFY PURCHASE ORDERS NUMBERED F22B0011 THROUGH F22B0012, F22C0022 THROUGH F22C0029, F22D0198 THROUGH F22D0252, F22M0090 THROUGH F22M0098, F22R0226 THROUGH F22R0278, F22T0006 THROUGH F22T0007, F22V0048 THROUGH F22V0061, AND F22X0309 THROUGH F22X0326 FOR THE 2011/2012 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 F22B0011 through F22B0012, F22C0022 through F22C0029, F22D0198 through F22D0252, F22M0090 through F22M0098, F22R0226 through F22R0278, F22T0006 through F22T0007, F22V0048 through F22V0061, and F22X0309 through F22X0326 for the 2011/2012 fiscal year.

SH:SM:ca  
 Attachment

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 10/25/2011**

FROM 09/20/2011 TO 10/03/2011

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F22B0011	NATIONAL SCIENCE TEACHERS ASSO	913.96	913.96	0109555101 4310	Beckman Science Instructional / Materials and Supplies
F22B0012	HOUGHTON MIFFLIN COMPANY	153,435.92	153,435.92	0138055103 4100	Instructional Material K 8 / Textbooks
F22C0022	ORANGE COUNTY COUNCIL FOR GIFT	150.00	150.00	0130410103 5210	SLIP Instruction Acacia / Conferences and Meetings
F22C0023	SAN DIEGO CNTY OFFICE OF EDUCA	60.00	60.00	0135555223 5210	Beg Teacher Support Assessment / Conferences and
F22C0024	ORANGE COUNTY ADMINISTRATORS O	20.00	20.00	0124654221 5210	Special Ed IDEA Personnel Dev / Conferences and
F22C0025	CALIFORNIA MATH COUNCIL SOUTH	155.00	155.00	0130430103 5210	SLIP Instruction Fisler / Conferences and Meetings
F22C0026	CASBO	495.00	495.00	0153750799 5210	Business Administration DC / Conferences and Meetings
F22C0027	ASSOC OF CA SCHOOL ADMINISTRAT	529.00	529.00	0121212101 5210	Title I Commonwealth Instr / Conferences and Meetings
F22C0028	ORANGE COUNTY COUNCIL FOR GIFT	525.00	525.00	0130427103 5210	SLIP Instruction Sunset Lane / Conferences and Meetings
F22C0029	COALITION ADEQUATE SCHOOL HOUS	105.00	105.00	0153353819 5210	Plant Maintenance DC / Conferences and Meetings
F22D0198	VIRCO MANUFACTURING	1,156.66	1,156.66	0124154102 4310	ARRA IDEA Basic Local Enhance / Materials and Supplies
F22D0199	VIRCO MANUFACTURING	1,603.01	1,603.01	0124154102 6410	ARRA IDEA Basic Local Enhance / New Equip Less Than
F22D0200	DAISY IT	123.85	123.85	1208527101 4310	Childcare Instr Sunset Lane / Materials and Supplies Instr
F22D0201	READ NATURALLY	3,110.94	3,110.94	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
F22D0202	JOSEPHSON INSTITUTE	936.58	936.58	0109910101 4310	SSOAR Acacia Discretionary / Materials and Supplies Instr
F22D0203	IDEAL PRINTING COMPANY	643.27	643.27	0109716109 4310	Suppl Grant Support Hermosa Dr / Materials and Supplies
F22D0204	HIGHSMITH COMPANY INC	97.05	97.05	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
F22D0205	HOUGHTON MIFFLIN COMPANY	1,050.15	1,050.15	0110130109 4310	CSR Option II Program Fisler / Materials and Supplies Instr
F22D0206	VIRCO MANUFACTURING	1,632.02	1,632.02	0130452213 4350	SLIP Instr Supervision Central / Materials and Supplies
F22D0207	SCHOLASTIC INC	1,238.91	1,238.91	0111623101 4310	Donations Instr Parks / Materials and Supplies Instr
F22D0208	CM SCHOOL SUPPLY COMPANY	564.52	282.26	1208111101 4310	Preschool Instr Beechwood / Materials and Supplies Instr
			282.26	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
F22D0209	NASCO WEST INC	151.84	151.84	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
F22D0210	OFFICE DEPOT BUSINESS SERVICE	327.56	327.56	0130420103 4310	SLIP Instruction Nicolas / Materials and Supplies Instr



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F22D0211	TEACHER'S DISCOVERY	195.07	195.07	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
F22D0212	BLUE RAVEN TECHNOLOGY INC	754.25	754.25	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
F22D0213	SRA/MCGRAW HILL CALIFORNIA	1,775.72	1,775.72	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
F22D0214	CDW.G	1,213.10	1,213.10	0130228101 4310	Econ Impact Aid Valencia Park / Materials and Supplies
F22D0215	CDW.G	622.80	622.80	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
F22D0216	GOV CONNECTION	248.30	248.30	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
F22D0217	BLUE RAVEN TECHNOLOGY INC	2,385.59	2,385.59	0130424103 4310	SLIP Instruction Raymond / Materials and Supplies Instr
F22D0218	OFFICE DEPOT BUSINESS SERVICE	311.63	311.63	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
F22D0219	MCGRAW HILL	2,649.05	2,649.05	0110217159 4310	Foods Ladera Vista / Materials and Supplies Instr
F22D0220	SUPPLY MASTER	340.74	340.74	0110217109 4310	Instruction Ladera Vista DC / Materials and Supplies Instr
F22D0221	AMAZON.COM	852.09	852.09	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
F22D0222	DAISY IT	440.70	440.70	0122420101 4310	Title III Limited Engl Nicolas / Materials and Supplies Inst
F22D0223	APPLE COMPUTER INC.	124.99	124.99	0130420103 4310	SLIP Instruction Nicolas / Materials and Supplies Instr
F22D0224	DAISY IT	96.91	96.91	0130420103 4310	SLIP Instruction Nicolas / Materials and Supplies Instr
F22D0225	DAISY IT	37.68	37.68	0130420103 4310	SLIP Instruction Nicolas / Materials and Supplies Instr
F22D0226	PREMIER SCHOOL AGENDA	1,747.71	1,747.71	0130216101 4310	Econ Impact Aid Hermosa Drive / Materials and Supplies
F22D0227	TIME FOR KIDS	819.00	819.00	0110211109 4310	Instruction Beechwd DC / Materials and Supplies Instr
F22D0228	SCHOOL SPECIALTY	77.39	77.39	0130430103 4310	SLIP Instruction Fisler / Materials and Supplies Instr
F22D0229	RHODE ISLAND NOVELTY IMPORTERS	29.67	29.67	0111624101 4310	Donations Instr Raymond / Materials and Supplies Instr
F22D0230	DEMCO INC	67.88	67.88	0110227109 4310	Instruction Sunset Lane DC / Materials and Supplies Instr
F22D0231	SCHOOL SPECIALTY	1,886.79	1,886.79	0124154392 4310	ARRA IDEA Basic Pupil Enhance / Materials and Supplies
F22D0232	SUPPLY MASTER	90.40	45.20	1208511271 4350	Childcare Admin Beechwood / Materials and Supplies
			45.20	1208530271 4350	Childcare Admin Fisler / Materials and Supplies Office
F22D0233	PINNACLE RADIO INC	1,508.50	1,508.50	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr

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F22D0234	CAROLINA BIOLOGICAL SUPPLY COM	133.51	133.51	0130430103 4310	SLIP Instruction Fisler / Materials and Supplies Instr
F22D0235	DIGITAL NETWORKS GROUP INC	6,630.00	4,972.50	0130229101 5640	Econ Impact Aid Woodcrest / Repairs by Vendors
			1,657.50	0130429103 5640	SLIP Instruction Woodcrest / Repairs by Vendors
F22D0236	SUPPLY MASTER	3,810.53	3,810.53	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
F22D0237	NASCO WEST INC	494.05	494.05	1208526101 4310	Childcare Instr Rolling Hills / Materials and Supplies Instr
F22D0238	AVYX INC	153.06	153.06	0124154102 4310	ARRA IDEA Basic Local Enhance / Materials and Supplies
F22D0239	AVYX INC	153.06	153.06	0124154102 4310	ARRA IDEA Basic Local Enhance / Materials and Supplies
F22D0240	MUSIC THEATRE INTERNATIONAL	1,071.84	1,071.84	0110217119 4310	LV Productions / Materials and Supplies Instr
F22D0241	PAPER RECYCLING SHREDDING	500.00	500.00	0152950729 5899	Districtwide Expenditures / Other Expenses
F22D0242	DAISY IT	141.56	141.56	1208127271 4350	Preschool Adm Sunset Lane / Materials and Supplies Office
F22D0243	DAISY IT	581.46	581.46	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
F22D0244	OFFICE DEPOT BUSINESS SERVICE	61.41	61.41	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr
F22D0245	SCANTRON	214.09	214.09	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr
F22D0246	CALLOWAY HOUSE INC	102.14	102.14	0110217159 4310	Foods Ladera Vista / Materials and Supplies Instr
F22D0247	APPLE COMPUTER INC.	157.69	157.69	0130426103 4310	SLIP Instruction Rolling Hills / Materials and Supplies Instr
F22D0248	ART SUPPLY WAREHOUSE	177.77	177.77	0130426103 4310	SLIP Instruction Rolling Hills / Materials and Supplies Instr
F22D0249	OFFICE DEPOT BUSINESS SERVICE	57.07	57.07	0140318279 4350	School Administration Discret / Materials and Supplies
F22D0250	AMAZON.COM	105.76	105.76	0109916101 4310	SSOAR Hermosa Discretionary / Materials and Supplies
F22D0251	DEMCO INC	106.23	106.23	0110230109 4310	Instruction Fisler DC / Materials and Supplies Instr
F22D0252	STARFALL EDUCATION	210.00	210.00	0111610101 4310	Donations Instr Acacia / Materials and Supplies Instr
F22M0090	ORANGE COUNTY PUBLIC SAFETY	4,800.00	4,800.00	0154950839 5800	Security / Other Contracted Services
F22M0091	MCMaster CARR SUPPLY COMPANY	142.69	142.69	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
F22M0092	MCMaster CARR SUPPLY COMPANY	681.44	681.44	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
F22M0093	BRADLEY COMPANY, E B	89.32	89.32	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs

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F22M0094	O C SHORTLOAD	296.32	296.32	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
F22M0095	ATOMIC CLOCKS ONLINE	1,067.26	1,067.26	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
F22M0096	DEPT OF INDUSTRIAL RELATIONS	125.00	125.00	0153353819 5899	Plant Maintenance DC / Other Expenses
F22M0097	ORANGE COUNTY APPLIANCE PARTS	39.49	39.49	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
F22M0098	ORTIZ TRACTOR SERVICE	2,750.00	2,750.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
F22R0226	E L ACHIEVE	17,039.60	17,039.60	0130252101 4310	Econ Impact Aid Instruct Distr / Materials and Supplies Inst
F22R0227	AEROMARK	62.06	62.06	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
F22R0228	CDW.G	161.39	161.39	0152055779 4350	Education Services Discret / Materials and Supplies Office
F22R0229	OFFICE DEPOT BUSINESS SERVICE	25.81	25.81	0150655359 4350	STAR Testing Prog (Mandate) DC / Materials and Supplies
F22R0231	MELROSE PH.D., REGALENA	3,000.00	3,000.00	0121220101 5802	Title I Nicolas Instruction / Lecturers
F22R0232	MONTOYA, KRISTIN	255.53	255.53	0110217159 4310	Foods Ladera Vista / Materials and Supplies Instr
F22R0233	KNOTT'S BERRY FARM	50.88	50.88	0110317109 4310	Reimburse Ladera Disc / Materials and Supplies Instr
F22R0234	CANDELARIA, MELINDA L	571.17	571.17	0130420103 4310	SLIP Instruction Nicolas / Materials and Supplies Instr
F22R0235	ASCARI, PATRICIA	246.79	246.79	0130420103 4310	SLIP Instruction Nicolas / Materials and Supplies Instr
F22R0236	DESAL, SHITAL	373.25	373.25	0130420103 4310	SLIP Instruction Nicolas / Materials and Supplies Instr
F22R0237	GILLIGAN, ROBIN	338.09	338.09	0109716109 4310	Suppl Grant Support Hermosa Dr / Materials and Supplies
F22R0238	FLESSING, HEATHER	25.86	25.86	0109716109 4310	Suppl Grant Support Hermosa Dr / Materials and Supplies
F22R0239	VERIZON WIRELESS	15.50	15.50	0132952101 4310	Aftr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
F22R0240	STAPLES 025724519	1,743.95	1,743.95	0124154102 4310	ARRA IDEA Basic Local Enhance / Materials and Supplies
F22R0241	RIVERSIDE PUBLISHING COMPANY	863.11	863.11	0124154102 4315	ARRA IDEA Basic Local Enhance / Materials Test Kits
F22R0242	VIRCO MANUFACTURING	2,082.97	2,082.97	0124154102 4310	ARRA IDEA Basic Local Enhance / Materials and Supplies
F22R0243	KHALILI, SOROUR	90.00	90.00	0125554321 5210	LEA Medi Cal Reimb Psych / Conferences and Meetings
F22R0244	PEARSON ASSESSMENT INC	139.89	139.89	0124254101 4315	Special Ed IDEA Basic RSP NSH / Materials Test Kits
F22R0245	DAISY IT	134.67	134.67	0142054201 4350	Special Ed Administration / Materials and Supplies Office

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F22R0246	PRIORITY MAILING SYSTEMS INC	51.81	51.81	0152957729 4350	Districtwide Expenditures Supt / Materials and Supplies
F22R0247	RUDY INTERNATIONAL MOTIVATIONA	2,000.00	2,000.00	0153957729 5805	Management Inservice DC / Consultants
F22R0248	MATH OLYMPIADS	99.00	99.00	0130416103 4310	SLIP Instruction Hermosa Drive / Materials and Supplies
F22R0249	WOODWIND AND THE BRASSWIND, TH	391.67	391.67	0131652103 4310	Arts and Music Grant Instruct / Materials and Supplies Instr
F22R0250	B AND H PHOTO VIDEO INC	786.58	786.58	0124154102 4310	ARRA IDEA Basic Local Enhance / Materials and Supplies
F22R0251	DAISY IT	121.76	121.76	0153150759 4350	Warehouse DC / Materials and Supplies Office
F22R0252	ORANGE CNTY DEPARTMENT OF EDUC	44.00	44.00	0111610101 5850	Donations Instr Acacia / Admission Fees
F22R0253	MOVIE LICENSING USA	6,694.00	6,694.00	0140955259 4350	Information Systems ServicesDC / Materials and Supplies
F22R0254	WHISNANT, KAREN	841.42	512.14	0111610101 4310	Donations Instr Acacia / Materials and Supplies Instr
			329.28	0130210101 4310	Econ Impact Aid Acacia / Materials and Supplies Instr
F22R0255	RUDY INTERNATIONAL MOTIVATIONA	1,555.00	1,555.00	0153957729 4350	Management Inservice DC / Materials and Supplies Office
F22R0256	LOGICAL CHOICE TECHNOLOGIES	1,606.75	1,606.75	0111618101 6410	Donations Instr Laguna Rd / New Equip Less Than \$10,000
F22R0257	DAILY JOURNAL CORPORATION	62.10	62.10	0153150759 5902	Warehouse DC / Communications Advertisement
F22R0258	MONTOYA, KRISTIN	18.85	18.85	0109717109 4310	Suppl Grant Support Ladera Vis / Materials and Supplies
F22R0259	O'TOOLE, JEANNETTE	211.64	211.64	0122426101 4310	Title III Limited Engl R Hills / Materials and Supplies Inst
F22R0260	BLACKBOARD CONNECT INC	810.90	567.63	0110217109 4310	Instruction Ladera Vista DC / Materials and Supplies Instr
			243.27	0130217101 4310	Econ Impact Aid Ladera Vista / Materials and Supplies
F22R0261	CALVO-NITE, ANDREA	297.10	297.10	0109717109 4310	Suppl Grant Support Ladera Vis / Materials and Supplies
F22R0262	COLONIAL CHESTERFIELD AT RILEY	1,792.00	1,792.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees
F22R0263	CALIFORNIA WEEKLY EXPLORER INC	940.00	940.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees
F22R0264	LEADERSHIP ASSOCIATES	1,100.00	1,100.00	0152557709 5805	Board Discret / Consultants
F22R0265	SUPPLY MASTER	26.53	26.53	0140155239 4350	Curriculum Development Discret / Materials and Supplies
F22R0266	SUPER DUPER PUBLICATIONS	39.71	39.71	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
F22R0267	ORANGE CNTY DEPARTMENT OF EDUC	255.00	255.00	0111611121 4310	Math Science Olympiad Beechwd / Materials and Supplies

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F22R0268	PEARSON ASSESSMENT INC	649.98	649.98	0125354321 4315	SpEd Section619 Psychological / Materials Test Kits
F22R0269	ACADEMIC THERAPY PUBLISHERS	324.99	324.99	0125354321 4315	SpEd Section619 Psychological / Materials Test Kits
F22R0270	KEVERIAN, TEENA	97.43	97.43	0111611101 4310	Donations Instr Beechwood / Materials and Supplies Instr
F22R0271	SCHOLASTIC BOOK CLUBS	275.00	275.00	0111611101 4310	Donations Instr Beechwood / Materials and Supplies Instr
F22R0272	CM SCHOOL SUPPLY COMPANY	142.28	142.28	0111611101 4310	Donations Instr Beechwood / Materials and Supplies Instr
F22R0273	OFFICE DEPOT BUSINESS SERVICE	269.27	269.27	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
F22R0274	TURNER, KARLA	60.16	60.16	0110223109 4310	Instruction Parks DC / Materials and Supplies Instr
F22R0275	EXPLORELEARNING	1,995.00	1,995.00	0130228101 4310	Econ Impact Aid Valencia Park / Materials and Supplies
F22R0276	WHISNANT, KAREN	170.00	170.00	0111610101 4310	Donations Instr Acacia / Materials and Supplies Instr
F22R0277	AEROMARK	28.29	28.29	0153050799 4350	Business Administration DC / Materials and Supplies
F22R0278	MASCOT METROPOLITAN INC	317.93	317.93	0142054201 4350	Special Ed Administration / Materials and Supplies Office
F22T0006	PARKHOUSE TIRE INC	726.51	726.51	0156656369 4360	Transportation Special Ed DC / Materials and Supplies
F22T0007	A 1 TRANSMISSION AND SUPPLY	555.53	555.53	0156656369 4360	Transportation Special Ed DC / Materials and Supplies
F22V0048	PHONAK HEARING SYSTEMS	1,809.20	140.08	0124754101 4310	Low Incidence Materials / Materials and Supplies Instr
			1,669.12	0124754101 6410	Low Incidence Materials / New Equip Less Than \$10,000
F22V0049	PHONAK HEARING SYSTEMS	3,562.29	3,562.29	0124754101 6410	Low Incidence Materials / New Equip Less Than \$10,000
F22V0050	APPLE COMPUTER INC.	1,415.70	1,415.70	0111623101 6410	Donations Instr Parks / New Equip Less Than \$10,000
F22V0051	APPLE COMPUTER INC.	4,981.38	632.00	0111623101 4310	Donations Instr Parks / Materials and Supplies Instr
			4,349.38	0111623101 6410	Donations Instr Parks / New Equip Less Than \$10,000
F22V0052	APPLE COMPUTER INC.	10,540.19	1,453.63	0124154102 4310	ARRA IDEA Basic Local Enhance / Materials and Supplies
			9,086.56	0124154102 6410	ARRA IDEA Basic Local Enhance / New Equip Less Than
F22V0053	APPLE COMPUTER INC.	4,213.26	1,300.00	0130217101 6410	Econ Impact Aid Ladera Vista / New Equip Less Than
			2,913.26	0130417103 6410	SLIP Instruction Ladera Vista / New Equip Less Than
F22V0054	APPLE COMPUTER INC.	20,716.44	1,488.00	0107916101 6410	PTA Grant Instr Hermosa / New Equip Less Than \$10,000
			3,716.00	0122416101 6410	Title III Limited Engl Hermosa / New Equip Less Than

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F22V0054	*** CONTINUED ***		8,512.44	0130216101 6410	Econ Impact Aid Hermosa Drive / New Equip Less Than
			7,000.00	0130416103 6410	SLIP Instruction Hermosa Drive / New Equip Less Than
F22V0055	TROXELL COMMUNICATIONS	537.67	537.67	0124154102 6410	ARRA IDEA Basic Local Enhance / New Equip Less Than
F22V0056	TROXELL COMMUNICATIONS	10,984.04	9,179.30	0130229101 6410	Econ Impact Aid Woodcrest / New Equip Less Than
			1,804.74	0130429103 6410	SLIP Instruction Woodcrest / New Equip Less Than
F22V0057	GOV CONNECTION	3,173.14	1,684.03	0130452213 4350	SLIP Instr Supervision Central / Materials and Supplies
			1,489.11	0130452273 6410	SLIP School Admin Central / New Equip Less Than
F22V0058	HELLO DIRECT	500.63	500.63	0124154102 6410	ARRA IDEA Basic Local Enhance / New Equip Less Than
F22V0059	TROXELL COMMUNICATIONS	1,956.41	1,956.41	0111918101 6410	Phelps Grant Laguna Road / New Equip Less Than \$10,000
F22V0060	VIRCO MANUFACTURING	7,280.84	510.48	0124154102 4310	ARRA IDEA Basic Local Enhance / Materials and Supplies
			2,525.28	0124154102 6410	ARRA IDEA Basic Local Enhance / New Equip Less Than
			4,245.08	0124254101 4310	Special Ed IDEA Basic RSP NSH / Materials and Supplies
F22V0061	APPLE COMPUTER INC.	1,365.05	1,365.05	0109916101 6410	SSOAR Hermosa Discretionary / New Equip Less Than
F22X0309	CM SCHOOL SUPPLY COMPANY	1,000.00	1,000.00	1208111101 4310	Preschool Instr Beechwood / Materials and Supplies Instr
F22X0310	LAKESHORE LEARNING	934.00	934.00	0134025101 4310	EISS Instruction Richman / Materials and Supplies Instr
F22X0311	LAKESHORE LEARNING	934.00	934.00	0134025101 4310	EISS Instruction Richman / Materials and Supplies Instr
F22X0312	LAKESHORE LEARNING	934.00	934.00	0134025101 4310	EISS Instruction Richman / Materials and Supplies Instr
F22X0313	LAKESHORE LEARNING	934.00	934.00	0134025101 4310	EISS Instruction Richman / Materials and Supplies Instr
F22X0314	LAKESHORE LEARNING	934.00	934.00	0134025101 4310	EISS Instruction Richman / Materials and Supplies Instr
F22X0315	SOUTHWEST SCHOOL SUPPLY	150.00	75.00	0111555213 4350	Gifted Talented Ed Supervision / Materials and Supplies
			75.00	0135552223 4350	IM Extended Day Staff Develop / Materials and Supplies
F22X0316	SOUTHWEST SCHOOL SUPPLY	200.00	200.00	0153150759 4350	Warehouse DC / Materials and Supplies Office
F22X0317	PEPPER MUSIC, J W	1,000.00	1,000.00	0110217149 4310	Vocal Music Ladera Vista / Materials and Supplies Instr
F22X0318	ANAHEIM BAND INSTRUMENTS	400.00	400.00	0131652103 4310	Arts and Music Grant Instruct / Materials and Supplies Instr
F22X0319	COLLINS, DEBORAH E	7,500.00	7,500.00	0141555109 5805	Fine Arts Resource Instr / Consultants

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 10/25/2011**

FROM 09/20/2011 TO 10/03/2011

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F22X0320	ORANGE CNTY DEPARTMENT OF EDUC	15,000.00	15,000.00	0121952101 5805	LEA Program Improve Instr / Consultants
F22X0321	SOUTHWEST SCHOOL SUPPLY	1,500.00	1,500.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
F22X0322	OFFICE DEPOT BUSINESS SERVICE	1,100.00	1,100.00	0153750799 4350	Business Administration DC / Materials and Supplies
F22X0323	OFFICE DEPOT BUSINESS SERVICE	4,000.00	4,000.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
F22X0324	AMERICAN SHREDDING	200.00	200.00	0109717109 4310	Suppl Grant Support Ladera Vis / Materials and Supplies
F22X0325	ORR, CAITLIN	39,600.00	14,600.00 25,000.00	0125852221 5100 0125852221 5805	Proj CREATE Staff Development / Subagreements for Proj CREATE Staff Development / Consultants
F22X0326	POWERS, JULIE	7,446.00	7,446.00	0141555109 5805	Fine Arts Resource Instr / Consultants
	<b>Fund 01 Total:</b>	<b>419,120.52</b>			
	<b>Fund 12 Total:</b>	<b>2,414.38</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>421,534.90</b>			

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS**  
**BOARD OF TRUSTEES**                      **10/25/2011**

FROM 09/20/2011 TO 10/03/2011

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F22D0119	CM SCHOOL SUPPLY COMPANY	2,894.24	+43.10	0124154102 4310	ARRA IDEA Basic Local Enhance / Materials and Supplies
F22D0175	COASTAL ENTERPRISES	7,962.29	+3,553.16	0110320109 4310	Reimburse Nicolas Disc / Materials and Supplies Instr
F22M0089	CUSTOM DESIGN UNIFORM CO	173.81	+25.65	0153353819 4362	Plant Maintenance DC / Supplies Uniforms
F22X0020	SOUTHWEST SCHOOL SUPPLY	11,000.00	+5,000.00	0110221109 4310	Instruction Orangethorpe DC / Materials and Supplies Instr
F22X0024	SOUTHWEST SCHOOL SUPPLY	8,000.00	+5,000.00	0110215109 4310	Instr Golden Hill DC / Materials and Supplies Instr
F22X0028	SOUTHWEST SCHOOL SUPPLY	9,971.00	+3,000.00	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
F22X0185	SOUTHWEST SCHOOL SUPPLY	800.00	+300.00	0152657719 4350	Superintendent Discret / Materials and Supplies Office
<b>Fund 01 Total:</b>			<b>16,921.91</b>		
<b>Total Amount of Change Orders:</b>			<b>16,921.91</b>		



**FULLERTON ELEMENTARY**

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

BOARD OF TRUSTEES

10/25/2011

FROM 09/20/2011 TO 10/03/2011

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F22M0014	ORTIZ TRACTOR SERVICE	4,300.00	4,300.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
F22M0015	PRECISION FENCE	2,580.00	2,580.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
F22M0032	BIG D FLOORING SUPPLY	112.06	112.06	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
F22M0064	LIQUIDBREAKER INC	1,395.53	1,395.53	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
F22R0230	STREET BEAT	1,400.00	1,400.00	0110317109 4310	Reimburse Ladera Disc / Materials and Supplies Instr
F22X0287	DAVID, ALICIA	40,000.00	15,000.00 25,000.00	0125852221 5100 0125852221 5805	Proj CREATE Staff Development / Subagreements for Proj CREATE Staff Development / Consultants
	<b>Fund 01 Total:</b>	<b>49,787.59</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>49,787.59</b>			

Full Elem CFD2000-01  
**PURCHASE ORDER DETAIL REPORT**  
BOARD OF TRUSTEES MEETING 10/25/2011

FROM 09/20/2011 TO 10/03/2011

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

Full Elem CFD2000-01

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

10/25/2011

FROM 09/20/2011 TO 10/03/2011

PO  
NUMBER    VENDOR

PO            CHANGE ACCOUNT  
TOTAL        AMOUNT NUMBER

PSEUDO / OBJECT DESCRIPTION

NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE

Full Elem CFD2000-01

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

10/25/2011

FROM 09/20/2011 TO 10/03/2011

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

**Full Elem CFD2001-01**  
**PURCHASE ORDER DETAIL REPORT**  
BOARD OF TRUSTEES MEETING 10/25/2011

FROM 09/20/2011 TO 10/03/2011

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

Full Elem CFD2001-01

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

10/25/2011

FROM 09/20/2011 TO 10/03/2011

PO  
NUMBER    VENDOR

PO  
TOTAL

CHANGE ACCOUNT  
AMOUNT NUMBER

PSEUDO / OBJECT DESCRIPTION

**NO PURCHASE ORDERS TO PRINT FOR THIS DATE RANGE**

**Full Elem CFD2001-01**

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

**BOARD OF TRUSTEES**

**10/25/2011**

**FROM 09/20/2011 TO 10/03/2011**

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

CONSENT ITEM

**DATE:** October 25, 2011  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**PREPARED BY:** Amanda Colón, Director, Nutrition Services  
**SUBJECT:** APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS  
NUMBERED 140253 THROUGH 140323 FOR THE 2011/2012 SCHOOL  
YEAR

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated September 20, 2011 through October 3, 2011, contains purchase orders numbered 140253 through 140323 for the 2011/2012 school year totaling \$156,286.92.

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 140253 through 140323 for the 2011/2012 school year.

SC:AC:dlh  
Attachment



Schedule of Open / Out of Date Sequence/ Processed Food  
Commodity  
Purchase Order Report  
09-20-11 through 10-03-11

Date	Vendor	PO Number	Category	Amount
<b>Open Purchase Orders</b>				
<b>Amount Not To Exceed</b>				
9/26/2011	DJ Co-ops	140274	Commodity	600.00
<b>Out of Date Sequence P.O.'s</b>				
<b>NONE</b>				
<b>Processed Food &amp; Commodity P.O.'s</b>				
<b>NONE</b>				
Total OPEN Purchase Orders				\$ 600.00
Total Purchase Orders Out of Date Sequence				-
Total Processed Food & Commodity P.O.'s				-
Total Purchase Orders from Purchase Order Detail Report				155,686.92
<b>TOTAL PURCHASE ORDERS</b>				<b>\$ 156,286.92</b>

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 9/20/2011 and 10/3/2011

Vendor Name		PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers	
A & R Distributors		140270	9/23/2011	10/5/2011			<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost	
80	case	7555	Cookie,ChocChip, Red Fat IW, BV 60/2oz.			\$27.0700	\$2,165.60	
							Sales Tax:	\$0.00
							P.O. Total:	\$2,165.60
A & R Distributors		140281	9/27/2011	10/12/2011			<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost	
24	case	11078	Cool Rips, Tropics 60/4oz.			\$27.6500	\$663.60	
24	cs	11087	Cool Rips, Blue Raspberry # 9675 50/5 oz.			\$27.6500	\$663.60	
							Sales Tax:	\$0.00
							P.O. Total:	\$1,327.20
A & R Distributors		140284	9/28/2011	10/12/2011			<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost	
8	case	8026	Cheez-It, Scrabble Campus #1433 175.75 oz.			\$37.5700	\$300.56	
							Sales Tax:	\$0.00
							P.O. Total:	\$300.56
							Vendor Total:	\$3,793.36
Gold Star Foods Inc.		140256	9/20/2011	10/7/2011			<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost	
16	case	57001	Macaroni & Cheese IW Pierre,40/7.5oz, GS#400600			\$24.2700	\$388.32	
							Sales Tax:	\$0.00
							P.O. Total:	\$388.32
Gold Star Foods Inc.		140257	9/20/2011	9/23/2011			<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost	
4	case	4335	Dressing, Oriental Sesame,#201695 Marzetti 4/1gal			\$37.5300	\$150.12	
							Sales Tax:	\$0.00
							P.O. Total:	\$150.12
Gold Star Foods Inc.		140258	9/20/2011	9/30/2011			<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost	
60	cs	4314	Sauce,Taco, Sona Hollen #202312 500/9g.			\$10.4400	\$626.40	
							Sales Tax:	\$0.00
							P.O. Total:	\$626.40
Gold Star Foods Inc.		140259	9/20/2011	10/7/2011			<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost	
75	case	4304	Sauce BBQ Packet, #202338 Sona Hollen 500/12g.			\$4.5000	\$337.50	
							Sales Tax:	\$0.00
							P.O. Total:	\$337.50
Gold Star Foods Inc.		140262	9/21/2011	10/7/2011			<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost	
10	cs	4241	Sauce,Bosco Pizza cups #202546 100/2oz			\$28.0300	\$280.30	
							Sales Tax:	\$0.00
							P.O. Total:	\$280.30
Gold Star Foods Inc.		140263	9/21/2011	10/14/2011			<input type="checkbox"/>	
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost	
100	case	4339	Dressing,FatFree ButtrmkrNch #202616 Krft 200/12g			\$18.2400	\$1,824.00	

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 9/20/2011 and 10/3/2011

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	140263	9/21/2011	10/14/2011				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>	
60	case	4312	Catsup Packet, Hollens #202485 1000/9gm		\$16.5900	\$995.40	
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$2,819.40
Gold Star Foods Inc.	140266	9/21/2011	10/21/2011				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>	
8	case	55106	Frn Tst Cinn Glzd SunFrsh,IW 100/3.25oz.,GS#401546		\$48.2800	\$386.24	
8	case	59601	Burrito, Chorizo,Egg&Chs ArizonaGold 54/3.2#110644		\$34.0400	\$272.32	
30	case	59703	Pancakes Blueberry WG GS#113405 Max IW 80/3oz		\$37.8200	\$1,134.60	
2	case	55001	Chicken, Sausage Biscuit Tyson #18186 100/3.36oz.		\$56.8100	\$113.62	
6	case	55102	Omelet Skillet w/Colby Chse GS#401555 IW 210/cs SF		\$47.1300	\$282.78	
5	case	54011	Max Sticks, Mozz Gilardi ,86/3.86oz , GS#400780		\$39.7000	\$198.50	
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$2,388.06
Gold Star Foods Inc.	140269	9/23/2011	9/30/2011				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>	
7	case	30052	Pigs-in-Blanket Wrp Dbl B, 60/2oz/cs GS#100488		\$29.6500	\$207.55	
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$207.55
Gold Star Foods Inc.	140272	9/23/2011	9/30/2011				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>	
12	case	55110	Egg Tac-Go,Sausage&Chse w/Trky, IW 96/3.2, #401562		\$54.4300	\$653.16	
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$653.16
Gold Star Foods Inc.	140280	9/27/2011	10/7/2011				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>	
3	case	4227	Sauce B.B.Q., #201306 Ken's Foods 4/1 Gal/case		\$19.8700	\$59.61	
7	case	4205	Catsup Del Monte # 401442 Red Gold 6#/10/cs		\$24.9200	\$174.44	
2	case	4041	Crouton, Cube Herb Packet #201994 250/.3oz.		\$18.6300	\$37.26	
46	cs	4351	Syrup, Maple #202352 100/1.5/cs		\$7.2000	\$331.20	
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$602.51
Gold Star Foods Inc.	140316	9/30/2011	10/7/2011				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>	
15	case	55059	Chicken, Popcorn , Tyson 124/15pc/case, GS#401582		\$41.0000	\$615.00	
4	case	59703	Pancakes Blueberry WG GS#113405 Max IW 80/3oz		\$37.8200	\$151.28	
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$766.28
Gold Star Foods Inc.	140317	9/30/2011	10/14/2011				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>	
35	case	55057	Chicken Patty Hot&Spicy WG Tyson,144/cs, GS#401769		\$42.5600	\$1,489.60	
24	case	57055	Beef Chsburger, 60/csPierre(Sand.JrHi), GS#401358		\$34.1900	\$820.56	
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$2,310.16
Gold Star Foods Inc.	140318	9/30/2011	10/7/2011				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>	
1	case	4457	Sugar,Substitute Equal #200504 2000		\$27.5700	\$27.57	

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 9/20/2011 and 10/3/2011

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	140318	9/30/2011	10/7/2011				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$27.57
						<b>Vendor Total:</b>	\$11,557.33
							^
Form Plastics	140285	9/28/2011	9/28/2011				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
1	ea	1	Estimate to repair plastic reservoir			\$300.0000	\$300.00
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$300.00
						<b>Vendor Total:</b>	\$300.00
							^
Industrial Electric	140255	9/20/2011	9/20/2011				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
1	ea	1	Estimate to repair Combi # 1 and #2			\$500.0000	\$500.00
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$500.00
						<b>Vendor Total:</b>	\$500.00
							^
ASR Food Distributors, Inc.	140264	9/21/2011	9/30/2011				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
7	case	59516	Cheese, American , Sliced RF RS L-O-L#46268 5#/cs			\$27.7000	\$193.90
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$193.90
						<b>Vendor Total:</b>	\$500.00
							^
ASR Food Distributors, Inc.	140265	9/21/2011	10/21/2011				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
2	cs	59525	Roll Bear Claw Apple WG #3818130W20thCntry 72/3 oz			\$29.9800	\$59.96
8	cs	59526	Roll Cinn RedFat IW #613030W 20thCntry 72/3 oz			\$30.0600	\$240.48
10	case	59042	Sausage Turkey Brkfst Sqrs WG Tony's #63912 128/cs			\$40.8500	\$408.50
8	case	56104	Muffin Blubry#217230W 20Cent. 60/3oz/case			\$24.4000	\$195.20
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$904.14
						<b>Vendor Total:</b>	\$904.14
							^
ASR Food Distributors, Inc.	140271	9/23/2011	10/7/2011				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
5	case	30063	Chow Mein Noodles #52724002019 Ling's 2/5#/case			\$17.8700	\$89.35
12	case	56301	Buttermilk Bar, SimplyBlues BB#2572 IW 72/2.5oz			\$22.8000	\$273.60
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$362.95
						<b>Vendor Total:</b>	\$362.95
							^
ASR Food Distributors, Inc.	140273	9/23/2011	10/14/2011				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
30	case	59801	Sandwich, Sunbutter & Grape Jelly Sunwise#11128W			\$49.1400	\$1,474.20
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$1,474.20
						<b>Vendor Total:</b>	\$1,474.20
							^

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 9/20/2011 and 10/3/2011

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
ASR Food Distributors, Inc.	140275	9/26/2011	9/26/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	each	999070	Pineapple, 6-7EA/cs 3.5#ea #11428	\$1.9700	\$3.94	
2	case	999047	Strawberry, 12bkt/cs 1#bkt #11541	\$1.5000	\$3.00	
1	each	999098	Watermelon, Seedless EA #11002	\$4.3400	\$4.34	
1	each	999120	Lettuce, Greenleaf Wrpd 12ea/cs #20878	\$1.0900	\$1.09	
5	lb	999265	Stir Fry Vegetables LB #31419	\$1.5500	\$7.75	
15	lb	999203	Broccoli Florets 5#/bag #30159	\$2.0500	\$30.75	
15	lb	999208	Carrot Coin, 5#/bag #30340	\$0.9700	\$14.55	
40	lb	999240	Jicama Sticks, 5#/bag #30788	\$1.8500	\$74.00	
5	lb	999213	Lettuce, Shredded 5#/bag #30823	\$0.6200	\$3.10	
10	lb	999216	Salad Mix, 4-way 5#/bag #31284	\$0.6500	\$6.50	
12	cs	999136	Peas, Sugar Snap 10# CS #21194	\$18.9000	\$226.80	
4	case	999224	Celery sticks, 150ct 3/8c pkgs CS #31450	\$24.5000	\$98.00	
2	ea	86510	Flour Tortillas 6" dz. MKT.	\$2.7000	\$5.40	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$479.22
ASR Food Distributors, Inc.	140278	9/27/2011	9/27/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
20	case	999130	Banana, Petite green tip 40#/cs #11710	\$19.9500	\$399.00	
4	case	999044	Pear, 138ct 36#/cs #11383	\$29.5000	\$118.00	
3	each	999059	Pepper, Bell Red 15#/cs #20316	\$0.5800	\$1.74	
2	each	999006	Cucumber, ea 26#/cs #20631	\$0.4800	\$0.96	
1	bag	999215	Spinach, wash/clean 2.5#/pkg #31396	\$5.4800	\$5.48	
10	lb	999203	Broccoli Florets 5#/bag #30159	\$2.0500	\$20.50	
10	lb	999208	Carrot Coin, 5#/bag #30340	\$0.9700	\$9.70	
10	lb	999213	Lettuce, Shredded 5#/bag #30823	\$0.6200	\$6.20	
10	lb	999216	Salad Mix, 4-way 5#/bag #31284	\$0.6500	\$6.50	
255	lb	999240	Jicama Sticks, 5#/bag #30788	\$1.8500	\$471.75	
2	ea	999054	Lime, EA	\$0.1400	\$0.28	
5	each	999006	Cucumber, ea 26#/cs #20631	\$0.3800	\$1.90	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$1,042.01
ASR Food Distributors, Inc.	140283	9/28/2011	9/30/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
32	case	56109	Muffin Blueberry #207215W 20th Cent 100/1.5oz/cas	\$23.5500	\$753.60	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$753.60
ASR Food Distributors, Inc.	140286	9/28/2011	9/28/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
5	lb	999203	Broccoli Florets 5#/bag #30159	\$2.0500	\$10.25	
5	lb	999208	Carrot Coin, 5#/bag #30340	\$0.9700	\$4.85	
5	lb	999213	Lettuce, Shredded 5#/bag #30823	\$0.6200	\$3.10	
10	lb	999216	Salad Mix, 4-way 5#/bag #31284	\$0.6500	\$6.50	
50	lb	999117	Fajita Mix 5#/bag #31598	\$2.5900	\$129.50	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$154.20
ASR Food Distributors, Inc.	140287	9/28/2011	9/29/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
12	case	999224	Celery sticks, 150ct 3/8c pkgs CS #31450	\$24.5000	\$294.00	
1	case	999028	Tomato, Cherry 12bkt/lug #21890	\$1.5000	\$1.50	
10	lb	999203	Broccoli Florets 5#/bag #30159	\$2.0500	\$20.50	
10	case	999225	Carrot sticks, 3" 5#/bag #30283	\$1.1500	\$11.50	

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 9/20/2011 and 10/3/2011

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
ASR Food Distributors, Inc.	140287	9/28/2011	9/29/2011			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
10	lb	999208	Carrot Coin, 5#/bag #30340		\$0.9700	\$9.70
5	lb	999216	Salad Mix, 4-way 5#/bag #31284		\$0.6500	\$3.25
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$340.45
ASR Food Distributors, Inc.	140288	9/28/2011	9/30/2011			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
1	each	999099	Honeydew melon 5ea/cs 1ea/4# #10944		\$9.2000	\$9.20
1	ea	10944EA	Honeydew melon 5sz. EA		\$1.8400	\$1.84
5	lb	999203	Broccoli Florets 5#/bag #30159		\$2.0500	\$10.25
5	lb	999208	Carrot Coin, 5#/bag #30340		\$0.9700	\$4.85
10	lb	999216	Salad Mix, 4-way 5#/bag #31284		\$0.6500	\$6.50
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$32.64
ASR Food Distributors, Inc.	140289	9/28/2011	10/3/2011			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
2	case	999030	Apple, Red Delicious 138ct 40#CS #10315		\$26.1100	\$52.22
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$52.22
ASR Food Distributors, Inc.	140290	9/28/2011	10/4/2011			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
2	case	999030	Apple, Red Delicious 138ct 40#CS #10315		\$26.1100	\$52.22
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$52.22
ASR Food Distributors, Inc.	140291	9/28/2011	10/5/2011			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
2	case	999030	Apple, Red Delicious 138ct 40#CS #10315		\$26.1100	\$52.22
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$52.22
ASR Food Distributors, Inc.	140292	9/28/2011	10/6/2011			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
2	case	999030	Apple, Red Delicious 138ct 40#CS #10315		\$26.1100	\$52.22
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$52.22
ASR Food Distributors, Inc.	140293	9/28/2011	10/7/2011			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
2	case	999030	Apple, Red Delicious 138ct 40#CS #10315		\$26.1100	\$52.22
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$52.22
Action Sales	140276	9/26/2011	9/26/2011			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
15	ea	VCSCVR	Versa Cover for Cambro Cart		\$79.1900	\$1,187.85
					<b>Sales Tax:</b>	\$92.06
					<b>P.O. Total:</b>	\$1,279.91

**Vendor Total:** \$5,998.41  
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# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 9/20/2011 and 10/3/2011

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
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**Vendor Total:** \$1,279.91  
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<b>Hollandia Dairy</b>		<b>140294</b>	<b>9/28/2011</b>	<b>10/3/2011</b>	<input type="checkbox"/>	
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
8000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2154	\$1,723.20	
10000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2040	\$2,040.00	
2000	ea	997077	Juice, Orange 4oz #3770	\$0.1410	\$282.00	
2000	ea	997022	Juice, Apple 4oz #3771	\$0.1185	\$237.00	
2000	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1295	\$259.00	
2000	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1135	\$227.00	
10	cs	997031	Soy Milk 8th Cont Orig. 8oz. 12/cs #7071	\$8.4000	\$84.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$4,852.20

<b>Hollandia Dairy</b>		<b>140295</b>	<b>9/28/2011</b>	<b>10/3/2011</b>	<input type="checkbox"/>	
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
8000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2154	\$1,723.20	
10000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2040	\$2,040.00	
2000	ea	997077	Juice, Orange 4oz #3770	\$0.1410	\$282.00	
2000	ea	997022	Juice, Apple 4oz #3771	\$0.1185	\$237.00	
2000	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1295	\$259.00	
2000	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1135	\$227.00	
10	cs	997031	Soy Milk 8th Cont Orig. 8oz. 12/cs #7071	\$8.4000	\$84.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$4,852.20

<b>Hollandia Dairy</b>		<b>140296</b>	<b>9/28/2011</b>	<b>10/3/2011</b>	<input type="checkbox"/>	
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
8000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2154	\$1,723.20	
10000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2040	\$2,040.00	
2000	ea	997077	Juice, Orange 4oz #3770	\$0.1410	\$282.00	
2000	ea	997022	Juice, Apple 4oz #3771	\$0.1185	\$237.00	
2000	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1295	\$259.00	
2000	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1135	\$227.00	
10	cs	997031	Soy Milk 8th Cont Orig. 8oz. 12/cs #7071	\$8.4000	\$84.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$4,852.20

<b>Hollandia Dairy</b>		<b>140297</b>	<b>9/28/2011</b>	<b>10/3/2011</b>	<input type="checkbox"/>	
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
8000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2154	\$1,723.20	
10000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2040	\$2,040.00	
2000	ea	997077	Juice, Orange 4oz #3770	\$0.1410	\$282.00	
2000	ea	997022	Juice, Apple 4oz #3771	\$0.1185	\$237.00	
2000	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1295	\$259.00	
2000	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1135	\$227.00	
10	cs	997031	Soy Milk 8th Cont Orig. 8oz. 12/cs #7071	\$8.4000	\$84.00	
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$4,852.20

<b>Hollandia Dairy</b>		<b>140298</b>	<b>9/28/2011</b>	<b>10/3/2011</b>	<input type="checkbox"/>	
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
8000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2154	\$1,723.20	
10000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2040	\$2,040.00	
2000	ea	997077	Juice, Orange 4oz #3770	\$0.1410	\$282.00	

# Purchase Orders - Detail

## Fullerton School District

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Vendor Name		PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Hollandia Dairy		140298	9/28/2011	10/3/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
2000	ea	997022	Juice, Apple 4oz #3771	\$0.1185	\$237.00		
2000	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1295	\$259.00		
2000	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1135	\$227.00		
10	cs	997031	Soy Milk 8th Cont Orig. 8oz. 12/cs #7071	\$8.4000	\$84.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$4,852.20
Hollandia Dairy		140299	9/28/2011	10/3/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
8000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2154	\$1,723.20		
10000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2040	\$2,040.00		
2000	ea	997077	Juice, Orange 4oz #3770	\$0.1410	\$282.00		
2000	ea	997022	Juice, Apple 4oz #3771	\$0.1185	\$237.00		
2000	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1295	\$259.00		
2000	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1135	\$227.00		
10	cs	997031	Soy Milk 8th Cont Orig. 8oz. 12/cs #7071	\$8.4000	\$84.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$4,852.20
Hollandia Dairy		140300	9/28/2011	10/3/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
8000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2154	\$1,723.20		
10000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2040	\$2,040.00		
2000	ea	997077	Juice, Orange 4oz #3770	\$0.1410	\$282.00		
2000	ea	997022	Juice, Apple 4oz #3771	\$0.1185	\$237.00		
2000	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1295	\$259.00		
2000	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1135	\$227.00		
10	cs	997031	Soy Milk 8th Cont Orig. 8oz. 12/cs #7071	\$8.4000	\$84.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$4,852.20
Hollandia Dairy		140301	9/28/2011	10/3/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
8000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2154	\$1,723.20		
10000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2040	\$2,040.00		
2000	ea	997077	Juice, Orange 4oz #3770	\$0.1410	\$282.00		
2000	ea	997022	Juice, Apple 4oz #3771	\$0.1185	\$237.00		
2000	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1295	\$259.00		
2000	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1135	\$227.00		
10	cs	997031	Soy Milk 8th Cont Orig. 8oz. 12/cs #7071	\$8.4000	\$84.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$4,852.20
Hollandia Dairy		140302	9/28/2011	10/3/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
8000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2154	\$1,723.20		
10000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2040	\$2,040.00		
2000	ea	997077	Juice, Orange 4oz #3770	\$0.1410	\$282.00		
2000	ea	997022	Juice, Apple 4oz #3771	\$0.1185	\$237.00		
2000	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1295	\$259.00		
2000	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1135	\$227.00		
10	cs	997031	Soy Milk 8th Cont Orig. 8oz. 12/cs #7071	\$8.4000	\$84.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$4,852.20



# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 9/20/2011 and 10/3/2011

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Hollandia Dairy	140303	9/28/2011	10/3/2011				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
8000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2154	\$1,723.20		
10000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2040	\$2,040.00		
2000	ea	997077	Juice, Orange 4oz #3770	\$0.1410	\$282.00		
2000	ea	997022	Juice, Apple 4oz #3771	\$0.1185	\$237.00		
2000	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1295	\$259.00		
2000	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1135	\$227.00		
10	cs	997031	Soy Milk 8th Cont Orig. 8oz. 12/cs #7071	\$8.4000	\$84.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$4,852.20
Hollandia Dairy	140304	9/28/2011	10/3/2011				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
8000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2154	\$1,723.20		
10000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2040	\$2,040.00		
2000	ea	997077	Juice, Orange 4oz #3770	\$0.1410	\$282.00		
2000	ea	997022	Juice, Apple 4oz #3771	\$0.1185	\$237.00		
2000	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1295	\$259.00		
2000	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1135	\$227.00		
10	cs	997031	Soy Milk 8th Cont Orig. 8oz. 12/cs #7071	\$8.4000	\$84.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$4,852.20
Hollandia Dairy	140305	9/28/2011	10/3/2011				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
8000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2154	\$1,723.20		
10000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2040	\$2,040.00		
2000	ea	997077	Juice, Orange 4oz #3770	\$0.1410	\$282.00		
2000	ea	997022	Juice, Apple 4oz #3771	\$0.1185	\$237.00		
2000	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1295	\$259.00		
2000	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1135	\$227.00		
10	cs	997031	Soy Milk 8th Cont Orig. 8oz. 12/cs #7071	\$8.4000	\$84.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$4,852.20
Hollandia Dairy	140306	9/28/2011	10/3/2011				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
8000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2154	\$1,723.20		
10000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2040	\$2,040.00		
2000	ea	997077	Juice, Orange 4oz #3770	\$0.1410	\$282.00		
2000	ea	997022	Juice, Apple 4oz #3771	\$0.1185	\$237.00		
2000	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1295	\$259.00		
2000	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1135	\$227.00		
10	cs	997031	Soy Milk 8th Cont Orig. 8oz. 12/cs #7071	\$8.4000	\$84.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$4,852.20
Hollandia Dairy	140307	9/28/2011	10/3/2011				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
8000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2154	\$1,723.20		
10000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2040	\$2,040.00		
2000	ea	997077	Juice, Orange 4oz #3770	\$0.1410	\$282.00		
2000	ea	997022	Juice, Apple 4oz #3771	\$0.1185	\$237.00		
2000	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1295	\$259.00		
2000	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1135	\$227.00		
10	cs	997031	Soy Milk 8th Cont Orig. 8oz. 12/cs #7071	\$8.4000	\$84.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$4,852.20

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 9/20/2011 and 10/3/2011

<b>Vendor Name</b>	<b>PO No.</b>	<b>P.O. Date</b>	<b>Date Needed</b>	<b>Revised Needed Date</b>	<b>Account No.</b>	<b>Use Vendor Numbers</b>
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<b>Hollandia Dairy</b>	140307	9/28/2011	10/3/2011			<input type="checkbox"/>
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Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
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**Sales Tax:** \$0.00

**P.O. Total:** \$4,852.20

<b>Hollandia Dairy</b>	140308	9/28/2011	10/3/2011			<input type="checkbox"/>
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Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
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13000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2154	\$2,800.20
15000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2040	\$3,060.00
2000	ea	997077	Juice, Orange 4oz #3770	\$0.1410	\$282.00
2000	ea	997022	Juice, Apple 4oz #3771	\$0.1185	\$237.00
2000	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1295	\$259.00
2000	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1135	\$227.00
10	cs	997031	Soy Milk 8th Cont Orig. 8oz. 12/cs #7071	\$8.4000	\$84.00

**Sales Tax:** \$0.00

**P.O. Total:** \$6,949.20

<b>Hollandia Dairy</b>	140309	9/28/2011	10/3/2011			<input type="checkbox"/>
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Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
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8000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2154	\$1,723.20
10000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2040	\$2,040.00
2000	ea	997077	Juice, Orange 4oz #3770	\$0.1410	\$282.00
2000	ea	997022	Juice, Apple 4oz #3771	\$0.1185	\$237.00
2000	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1295	\$259.00
2000	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1135	\$227.00
10	cs	997031	Soy Milk 8th Cont Orig. 8oz. 12/cs #7071	\$8.4000	\$84.00

**Sales Tax:** \$0.00

**P.O. Total:** \$4,852.20

<b>Hollandia Dairy</b>	140310	9/28/2011	10/3/2011			<input type="checkbox"/>
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Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
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8000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2154	\$1,723.20
10000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2040	\$2,040.00
2000	ea	997077	Juice, Orange 4oz #3770	\$0.1410	\$282.00
2000	ea	997022	Juice, Apple 4oz #3771	\$0.1185	\$237.00
2000	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1295	\$259.00
2000	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1135	\$227.00
10	cs	997031	Soy Milk 8th Cont Orig. 8oz. 12/cs #7071	\$8.4000	\$84.00

**Sales Tax:** \$0.00

**P.O. Total:** \$4,852.20

<b>Hollandia Dairy</b>	140311	9/28/2011	10/3/2011			<input type="checkbox"/>
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Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
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8000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2154	\$1,723.20
10000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2040	\$2,040.00
2000	ea	997077	Juice, Orange 4oz #3770	\$0.1410	\$282.00
2000	ea	997022	Juice, Apple 4oz #3771	\$0.1185	\$237.00
2000	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1295	\$259.00
2000	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1135	\$227.00
10	cs	997031	Soy Milk 8th Cont Orig. 8oz. 12/cs #7071	\$8.4000	\$84.00

**Sales Tax:** \$0.00

**P.O. Total:** \$4,852.20

<b>Hollandia Dairy</b>	140312	9/28/2011	10/3/2011			<input type="checkbox"/>
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Qty	Unit	Item No.	Description	Unit Cost	Extended Cost
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8000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2154	\$1,723.20
10000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2040	\$2,040.00

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 9/20/2011 and 10/3/2011

Vendor Name		PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Hollandia Dairy		140312	9/28/2011	10/3/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
2000	ea	997077	Juice, Orange 4oz #3770	\$0.1410	\$282.00		
2000	ea	997022	Juice, Apple 4oz #3771	\$0.1185	\$237.00		
2000	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1295	\$259.00		
2000	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1135	\$227.00		
10	cs	997031	Soy Milk 8th Cont Orig. 8oz. 12/cs #7071	\$8.4000	\$84.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$4,852.20
Hollandia Dairy		140313	9/28/2011	10/3/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
8000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2154	\$1,723.20		
10000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2040	\$2,040.00		
2000	ea	997077	Juice, Orange 4oz #3770	\$0.1410	\$282.00		
2000	ea	997022	Juice, Apple 4oz #3771	\$0.1185	\$237.00		
2000	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1295	\$259.00		
2000	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1135	\$227.00		
10	cs	997031	Soy Milk 8th Cont Orig. 8oz. 12/cs #7071	\$8.4000	\$84.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$4,852.20
Hollandia Dairy		140314	9/28/2011	10/3/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
5000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2154	\$1,077.00		
5000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2040	\$1,020.00		
3000	ea	997077	Juice, Orange 4oz #3770	\$0.1410	\$423.00		
3000	ea	997022	Juice, Apple 4oz #3771	\$0.1185	\$355.50		
3000	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1295	\$388.50		
3000	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1135	\$340.50		
10	cs	997031	Soy Milk 8th Cont Orig. 8oz. 12/cs #7071	\$8.4000	\$84.00		
50	cs	997094	Cottage Cheese, Low Fat, 5lb. #2044, 4/cs	\$8.6264	\$431.32		
50	each	997014	Sour Cream 5-LB #2161	\$6.1620	\$308.10		
100	case	997093	Yogurt LOL Asstd 4oz 48/case #2185	\$14.9624	\$1,496.24		
100	ea	997092	Yogurt Vanilla 32lb #2700	\$30.5516	\$3,055.16		
100	ea	997095	Yogurt, Lowfat Strawberry, 32lb #2705	\$30.1836	\$3,018.36		
100	case	997017	Cream Cheese 100/1 oz cup/cs #5894	\$14.0000	\$1,400.00		
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$13,397.68
					<b>Vendor Total:</b>	\$112,538.68	^
U.S. Foodservice, Inc.		140260	9/20/2011	9/28/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
15	cs	81003	Bag *bunpan18x24 Elkay B0R1824HD 250/cs	\$16.6700	\$250.05		
1	case	80029	Gloves Plastic disp FDH-FHCT16 (L) 10/100/case	\$16.2000	\$16.20		
						<b>Sales Tax:</b>	\$1.26
						<b>P.O. Total:</b>	\$267.51
U.S. Foodservice, Inc.		140267	9/22/2011	9/28/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
36	case	3001	Cereal,Trix Gen Mills Red Sugar #5491899 96/case	\$22.1900	\$798.84		
36	case	3002	Cereal,CinnaToast R/Sugar GenMills#9491895 96/cs	\$22.1900	\$798.84		
36	case	3005	Cereal,Cocoa Puffs Rd/Sugar GenMills#9526567 96/cs	\$22.1900	\$798.84		

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 9/20/2011 and 10/3/2011

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
U.S. Foodservice, Inc.	140267	9/22/2011	9/28/2011			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$2,396.52
U.S. Foodservice, Inc.	140282	9/27/2011	10/5/2011			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
3	case	20031	Carrots #177064 USBLU 6/#10/cs		\$24.6000	\$73.80
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$73.80
				<b>Vendor Total:</b>		\$2,737.83
Premier Food Safety	140268	9/22/2011	10/14/2011			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
1	ea	1	Food Manager Certification Re-Test		\$69.0000	\$69.00
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$69.00
Premier Food Safety	140277	9/26/2011	9/26/2011			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
1	ea	1	Food Manager Certification Re-Test		\$69.0000	\$69.00
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$69.00
				<b>Vendor Total:</b>		\$138.00
Altered States Web Design	140261	9/21/2011	9/21/2011			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
1	ea	1ST INSTAL	To design & develop current website		\$700.0000	\$700.00
1	ea	2ND INSTAL	To design & develop current website		\$700.0000	\$700.00
1	ea	FINAL PYMN	To design & develop current website		\$900.0000	\$900.00
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$2,300.00
				<b>Vendor Total:</b>		\$2,300.00
Old Grove Orange, Inc.	140253	9/20/2011	9/20/2011			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
17	cs	FGS7	Valencias, Ctn Mixed size		\$17.5000	\$297.50
2	case	999074	Plum, Black 28 lb carton		\$20.0000	\$40.00
2	case	999272	Nectarine, 25# lug		\$21.0000	\$42.00
26	case	999086	Apple, Grny.Smith 163ct CS #10135		\$26.0000	\$676.00
				<b>Sales Tax:</b>		\$0.00
				<b>P.O. Total:</b>		\$1,055.50
Old Grove Orange, Inc.	140279	9/27/2011	9/27/2011			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
2	cs	FGS7	Valencias, ctn mixed sizes		\$17.5000	\$35.00
6	case	999074	Plum, Black 28 lb carton		\$20.0000	\$120.00

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 9/20/2011 and 10/3/2011

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Old Grove Orange, Inc.	140279	9/27/2011	9/27/2011			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
84	case	999272	Nectarine, 25# lug		\$21.0000	\$1,764.00
26	cs	1	Grapes-Lunch Bunch, 21# seedless		\$27.0000	\$702.00
1	ds	1	Watermelon, 4/cs		\$29.0000	\$29.00
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$2,650.00
Old Grove Orange, Inc.	140319	9/30/2011	10/3/2011			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
2	case	999074	Plum, Black 28 lb carton		\$20.0000	\$40.00
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$40.00
Old Grove Orange, Inc.	140320	9/30/2011	10/10/2011			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
2	case	999272	Nectarine, 25# lug		\$21.0000	\$42.00
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$42.00
Old Grove Orange, Inc.	140321	9/30/2011	10/17/2011			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
2	case	999074	Plum, Black 28 lb carton		\$20.0000	\$40.00
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$40.00
Old Grove Orange, Inc.	140322	9/30/2011	10/24/2011			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
2	case	999272	Nectarine, 25# lug		\$21.0000	\$42.00
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$42.00
Old Grove Orange, Inc.	140323	9/30/2011	10/31/2011			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
2	case	999074	Plum, Black 28 lb carton		\$20.0000	\$40.00
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$40.00
					<b>Vendor Total:</b>	\$3,909.50
						^
Team Distributions, Inc.	140315	9/29/2011	9/29/2011			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
800	case	82302	Puncture Kit(Sporkette) Nutri-bon 3608P 1000/case		\$11.4000	\$9,120.00
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$9,120.00
					<b>Vendor Total:</b>	\$9,120.00
						^
N. Harris Computer Corporation	140254	9/20/2011	9/20/2011			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
1	ea	1	Software License Fee		\$995.0000	\$995.00
1	ea	1	Annual Maintenance & Support		\$218.9000	\$218.90

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 9/20/2011 and 10/3/2011

Vendor Name		PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
N. Harris Computer Corporation		140254	9/20/2011	9/20/2011			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
1	ea	1	Professional Services			\$300.0000	\$300.00
					Sales Tax:		\$0.00
					P.O. Total:		\$1,513.90
					Vendor Total:		\$1,513.90

GRAND TOTAL \$155,686.92

CONSENT ITEM

**DATE:** October 25, 2011

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

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

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

**SUBJECT:** APPROVE/RATIFY WARRANTS NUMBERED 80357 THROUGH 80510 FOR THE 2011/2012 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 80357 through 80510 for the 2011/2012 school year totaling \$413,559.49. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>	<u>Amount</u>
01 General Fund	\$332,270.97
12 Child Development	5,434.83
14 Deferred Maintenance	41,101.66
25 Capital Facilities	1,107.14
68 Workers' Compensation	33,644.89
Total	\$413,559.49

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 80357 through 80510 for the 2011/2012 school year.

SH:SM:ca

CONSENT ITEM

**DATE:** October 25, 2011  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**PREPARED BY:** Amanda Colón, Director, Nutrition Services  
**SUBJECT:** APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 8569 THROUGH 8583 FOR THE 2011/2012 SCHOOL YEAR

Background: Board approval is requested for Nutrition Services warrants numbered 8569 through 8583 for the 2011/2012 school year. The total amount presented for approval is \$17,723.73.

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 8569 through 8583 for the 2011/2012 school year.

SH:AC:dlh



CONSENT ITEM

**DATE:** October 25, 2011

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

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

**PREPARED BY:** Becky D'Arrigo, Coordinator, Educational Services

**SUBJECT:** APPROVE INDEPENDENT CONTRACTOR AGREEMENT WITH FULLERTON SCHOOL DISTRICT AND MAUREEN ALLEN FOR STAFF DEVELOPMENT ON "INTEGRATING STEM EDUCATION IN THE ELEMENTARY CLASSROOM" FOR TEACHERS AT DISTRICT WEDNESDAY STAFF PROFESSIONAL DEVELOPMENT SESSIONS ON JANUARY 11, 2012 AND FEBRUARY 8, 2012

Background: STEM education integrates science, technology, engineering, and math. It engages students with project-based learning, encourages students to solve authentic problems, and asks them to work with others to build solutions.

Rationale: Support for K-2 and 3-6 teachers integrating STEM education within their curriculum has been planned as staff development sessions. Science Consultant Maureen Allen, former science coordinator from Orange County Department of Education, has agreed to present staff development on the integrated STEM approach of incorporating science, technology, engineering, and math into the elementary classroom. She will share how the STEM approach can be used when teaching from the District-adopted science text and District science kit.

Funding: Cost is not to exceed \$600.00 dollars to be paid from Beckman Grant funds (095) to provide staff training.

Recommendation: Approve Independent Contractor Agreement with Fullerton School District and Maureen Allen for staff development on "Integrating STEM Education in the Elementary Classroom" for teachers at District Wednesday Staff Professional Development sessions on January 11, 2012 and February 8, 2012.

JM:BD:ts  
Attachment

## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as “DISTRICT,” and **Maureen Allen** 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: **Science Consultant, Maureen Allen, will provide staff development in integrating STEM (Science, Technology, Engineering, and Math) into the elementary curriculum utilizing District science kits and District-adopted science texts. Participants will receive a teacher resource including ways to modify lessons to include opportunities for project-based learning through critical thinking, problem solving, collaboration, team building, and innovation.**

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on **January 11, 2012**, and will diligently perform as required and complete performance by **February 8, 2012**.

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Six Hundred Dollars (\$600.00)**. CONTRACTOR shall submit a detailed invoice to DISTRICT for services satisfactorily rendered in performance of the required services under the terms of this AGREEMENT.

4. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or

expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: N/A.

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

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

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

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

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

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (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 charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability, which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." CONTRACTOR agrees to name DISTRICT and its Governing Board, officers, and employees as additional insureds under said policy. No later than five (5) business days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation, modification or reduction in coverage.

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

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

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

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

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  
(714) 447-7400

CONTRACTOR:

**Maureen Allen**  
**On File**  
**On File**  
**On File**

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. 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.

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

THIS AGREEMENT IS ENTERED INTO THIS 25th DAY OF October 2011.

FULLERTON SCHOOL DISTRICT

Maureen Allen  
Contractor Name

By: \_\_\_\_\_  
Mitch Hovey, Ed.D.  
Superintendent

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

Maureen Allen  
Typed Name

Science Consultant  
Title

On File  
Taxpayer Identification Number



CONSENT ITEM

**DATE:** October 25, 2011

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

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

**PREPARED BY:** Becky D'Arrigo, Coordinator, Educational Services

**SUBJECT:** **APPROVE INDEPENDENT CONTRACTOR AGREEMENT WITH FULLERTON SCHOOL DISTRICT AND KRISTEN OKURA FOR STAFF DEVELOPMENT ON BUILDING AEROBIC CAPACITY AND MUSCULAR STRENGTH IN K-6 STUDENTS ON DISTRICT WEDNESDAY STAFF PROFESSIONAL DEVELOPMENT SESSIONS ON JANUARY 11, 2012 AND FEBRUARY 8, 2012**

Background: As teachers strive to deliver high-quality, standards-based physical education instruction to students, they participate in on-going professional development opportunities. The proper development of students' movement and motor skills requires effective instruction, practice, and appropriate feedback. Kristen Okura, Physical Education teacher and presenter at Capistrano School District, has agreed to present staff development to participants at the "Spot On: Using Poly Spots to Get Kids Moving" staff development session. Participants in this interactive staff development session will receive handouts and resources on utilizing poly spots (fade-resistant vinyl disks) as markers and boundaries in physical activity games. A set of poly spots has been purchased for every school.

Rationale: In an effort to provide support to classroom and physical education teachers in delivering standards-based physical education instruction in aerobic capacity and muscular strength/endurance, staff development is being offered as one of the selections during the Wednesday Professional Development sessions on January 11, 2012 and February 8, 2012.

Funding: Cost is not to exceed \$600.00 dollars to be paid from Curriculum Development funds (401) to provide staff training.

Recommendation: Approve Independent Contractor Agreement with Fullerton School District and Kristen Okura for staff development on building aerobic capacity and muscular strength in K-6 students on District Wednesday Staff Professional Development sessions on January 11, 2012 and February 8, 2012.

JM:BD:ts  
Attachment

## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT," and **Kristen Okura** 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: **Kristen Okura, Physical Education Teacher and Presenter, Capistrano Unified School District, will provide staff development for K-6 teachers in aerobic activities that develop students' speed, strength, balance, and coordination. Participants will gain knowledge of how to use "poly spots" (fade-resistant vinyl disks) as markers and boundaries in physical activity games and drills. Sets of poly spots have been purchased for each school site.**

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on **January 11, 2012**, and will diligently perform as required and complete performance by **February 8, 2012**.

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Six Hundred Dollars (\$600.00)**. CONTRACTOR shall submit a detailed invoice to DISTRICT for services satisfactorily rendered in performance of the required services under the terms of this AGREEMENT.

4. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or

expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: N/A.

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

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

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

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

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

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (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 charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability, which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." CONTRACTOR agrees to name DISTRICT and its Governing Board, officers, and employees as additional insureds under said policy. No later than five (5) business days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation, modification or reduction in coverage.

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

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

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

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

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  
(714) 447-7400

CONTRACTOR:

**Kristen Okura**  
**On File**  
**On File**  
**On File**

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. 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.

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

THIS AGREEMENT IS ENTERED INTO THIS 25th DAY OF October 2011.

FULLERTON SCHOOL DISTRICT

Kristen Okura  
Contractor Name

By: \_\_\_\_\_  
Mitch Hovey, Ed.D.  
Superintendent

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

Kristen Okura  
Typed Name

Physical Education Teacher  
Title

On File  
Taxpayer Identification Number



CONSENT ITEM

**DATE:** October 25, 2011  
**TO:** Mitch Hovey, 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 ACADEMIC GOALS, INC., TO PROVIDE SUPPLEMENTAL SUPPORT SERVICES FROM OCTOBER 26, 2011 THROUGH JUNE 6, 2012**

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. Academic Goals, Inc. is a State approved supplemental support provider. Academic Goals, Inc. will provide one-to-one tutoring services to eligible students who attend Nicolas Junior High, Commonwealth, Orangethorpe and Pacific Drive Schools.

Funding: Cost is not to exceed amount established by the California Department of Education at \$888.00 per qualifying student to be paid through the District Title I (212) budget.

Recommendation: Approve Independent Contractor Agreement with Fullerton School District and Academic Goals, Inc., to provide supplemental support services from October 26, 2011 through June 6, 2012.

JM:SA:lc  
Attachment

## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as “DISTRICT,” and **Academic Goals, 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; **the 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), a timetable for improving achievement, and in the case of a student with disabilities, is consistent with the student's IEP;**
- b. Requires a description of how the student's parents and teacher or teachers 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 written permission of the parent of such student.**

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). Pursuant to application form submitted to the California Department of Education (CDE), supplemental services shall be provided by Academic Goals, Inc. CONTRACTOR will provide one-to-one tutoring services to eligible student only if a parent/guardian is present during tutoring sessions.**

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on **October 26, 2011**, and will diligently perform as required and complete performance by **June 6, 2012**.

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Eight Hundred Eighty-Eight Dollars, (\$888.00)** as established by the California Department of Education (CDE) per qualifying student. **CONTRACTOR will provide tutoring services at a rate of \$24.66 per hour for a maximum of 36 hours of tutoring. CONTRACTOR will invoice DISTRICT on a monthly basis. The final invoice must be received by DISTRICT from CONTRACTOR no later than June 11, 2012.** CONTRACTOR shall submit a detailed invoice to DISTRICT for services satisfactorily rendered in performance of the required services under the terms of this AGREEMENT.

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

5. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full

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

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

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

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

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

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the

CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (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 **fifteen (15)** 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 **fifteen (15)** 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 charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability, which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." CONTRACTOR agrees to name DISTRICT and its Governing Board, officers, and employees as additional insureds under said policy. No later than five (5) business days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation, modification or reduction in coverage.

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

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

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

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

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. **Background Checks and Fingerprinting**. **CONTRACTOR will provide DISTRICT with assurance of background checks and/or fingerprinting, or proof thereof, on CONTRACTOR'S employees who are working directly with children to provide supplemental services prior to rendering supplemental services in DISTRICT.**

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

changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

Fullerton School District  
1401 W. Valencia Drive  
Fullerton, CA 92833  
(714) 447-7400

CONTRACTOR:

**Academic Goals, Inc.**  
**4859 W. Slauson Avenue, Suite 331**  
**Los Angeles, CA 90059**  
**(310) 680-9758**

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

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

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

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



THIS AGREEMENT IS ENTERED INTO THIS 26th DAY OF October 2011.

FULLERTON SCHOOL DISTRICT

Academic Goals, Inc.  
Contractor Name

By: \_\_\_\_\_  
Mitch Hovey, Ed.D.  
Superintendent

By: \_\_\_\_\_  
Linda Hunt  
Typed Name

CEO  
Title

On File  
Taxpayer Identification Number

CONSENT ITEM

**DATE:** October 25, 2011  
**TO:** Mitch Hovey, 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 26, 2011 THROUGH JUNE 6, 2012**

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 and Pacific Drive Schools.

Funding: Cost is not to exceed amount established by the California Department of Education at \$888.00 per qualifying student to be paid through the District Title I (212) budget.

Recommendation: Approve Independent Contractor Agreement with Fullerton School District and Tutoring USA Inc., dba Club Z! to provide supplemental support services from October 26, 2011 through June 6, 2012.

JM:SA:lc  
Attachment

## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as “DISTRICT,” and **Tutoring USA Inc., dba Club Z!** 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; **the 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), a timetable for improving achievement, and in the case of a student with disabilities, is consistent with the student's IEP;**
- b. Requires a description of how the student's parents and teacher or teachers 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 written permission of the parent of such student.**

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). Pursuant to application form submitted to the California Department of Education (CDE), supplemental 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.**

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on **October 26, 2011**, and will diligently perform as required and complete performance by **June 6, 2012**.

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Eight Hundred Eighty-Eight Dollars, (\$888.00)** as established by the California Department of Education (CDE) per qualifying student. **CONTRACTOR will provide tutoring services at a rate of \$49.315 per hour for a maximum of 18 hours of tutoring. CONTRACTOR will invoice DISTRICT on a monthly basis. The final invoice must be received by DISTRICT from CONTRACTOR no later than June 11, 2012.** CONTRACTOR shall submit a detailed invoice to DISTRICT for services satisfactorily rendered in performance of the required services under the terms of this AGREEMENT.

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

5. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full

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

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

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

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

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

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the

CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (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 **fifteen (15)** 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 **fifteen (15)** 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 charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability, which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." CONTRACTOR agrees to name DISTRICT and its Governing Board, officers, and employees as additional insureds under said policy. No later than five (5) business days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation, modification or reduction in coverage.

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

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

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

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

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. **Background Checks and Fingerprinting. CONTRACTOR will provide DISTRICT with assurance of background checks and/or fingerprinting, or proof thereof, on CONTRACTOR'S employees who are working directly with children to provide supplemental services prior to rendering supplemental services in DISTRICT.**

20. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Services 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  
(714) 447-7400

CONTRACTOR:

**Tutoring USA Inc., dba Club Z!**  
**8357 Petunia Way**  
**Buena Park, CA 90620**  
**(714) 521-1616**

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 26th DAY OF October 2011.

FULLERTON SCHOOL DISTRICT

Tutoring USA Inc., dba Club Z!  
Contractor Name

By: \_\_\_\_\_  
Mitch Hovey, Ed.D.  
Superintendent

By: \_\_\_\_\_  
Glenn P. Walker  
Typed Name

President  
Title

On File  
Taxpayer Identification Number

CONSENT ITEM

**DATE:** October 25, 2011  
**TO:** Mitch Hovey, 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, INC., TO PROVIDE SUPPLEMENTAL SUPPORT SERVICES FROM OCTOBER 26, 2011 THROUGH JUNE 6, 2012**

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

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

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

Funding: Cost is not to exceed amount established by the California Department of Education at \$888.00 per qualifying student to be paid through the District Title I (212) budget.

Recommendation: Approve Independent Contractor Agreement with Fullerton School District and Professional Tutors of America, Inc., to provide supplemental support services from October 26, 2011 through June 6, 2012.

JM:SA:lc  
Attachment

## 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; **the 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), a timetable for improving achievement, and in the case of a student with disabilities, is consistent with the student's IEP;**
- b. **Requires a description of how the student's parents and teacher or teachers 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 written permission of the parent of such student.**

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). Pursuant to application form submitted to the California Department of Education (CDE), supplemental 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.**

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on **October 26, 2011**, and will diligently perform as required and complete performance by **June 6, 2012**.

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Eight Hundred Eighty-Eight Dollars, (\$888.00)** 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 13 hours of tutoring. CONTRACTOR will invoice DISTRICT on a monthly basis. The final invoice must be received by DISTRICT from CONTRACTOR no later than June 11, 2012.** CONTRACTOR shall submit a detailed invoice to DISTRICT for services satisfactorily rendered in performance of the required services under the terms of this AGREEMENT.

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

5. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full

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

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

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

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

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

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the

CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (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 **fifteen (15)** 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 **fifteen (15)** 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 charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability, which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." CONTRACTOR agrees to name DISTRICT and its Governing Board, officers, and employees as additional insureds under said policy. No later than five (5) business days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation, modification or reduction in coverage.

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

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



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

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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.

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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. **Background Checks and Fingerprinting. CONTRACTOR will provide DISTRICT with assurance of background checks and/or fingerprinting, or proof thereof, on CONTRACTOR'S employees who are working directly with children to provide supplemental services prior to rendering supplemental services in DISTRICT.**

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

changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

Fullerton School District  
1401 W. Valencia Drive  
Fullerton, CA 92833  
(714) 447-7400

CONTRACTOR:

**Professional Tutors of America, Inc.**  
**3350 E. Birch St.**  
**Brea, CA 92821**  
**(800) 832-2487**

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 26th DAY OF October 2011.

FULLERTON SCHOOL DISTRICT

Professional Tutors of America, Inc.  
Contractor Name

By: \_\_\_\_\_  
Mitch Hovey, Ed.D.  
Superintendent

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

Robert Harraka  
Typed Name

CEO  
Title

On File  
Taxpayer Identification Number

CONSENT ITEM

**DATE:** October 25, 2011

**TO:** Mitch Hovey, 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 26, 2011 THROUGH JUNE 6, 2012**

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 and Pacific Drive Schools.

Funding: Cost is not to exceed amount established by the California Department of Education at \$888.00 per qualifying student to be paid through the District Title I (212) budget.

Recommendation: Approve Independent Contractor Agreement with Fullerton School District and Learning Partners Inc., dba Sylvan Learning Center to provide supplemental support services from October 26, 2011 through June 6, 2012.

JM:SA:lc  
Attachment

## 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; **the 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), a timetable for improving achievement, and in the case of a student with disabilities, is consistent with the student's IEP;**
- b. Requires a description of how the student's parents and teacher or teachers 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 written permission of the parent of such student.**

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). Pursuant to application form submitted to the California Department of Education (CDE), supplemental services shall be provided by Learning Partners Inc., dba Sylvan Learning Center. CONTRACTOR will provide one-to-one tutoring services to eligible student only if a parent/guardian is present during tutoring sessions.**

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on **October 26, 2011**, and will diligently perform as required and complete performance by **June 6, 2012**.

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Eight Hundred Eighty-Eight Dollars, (\$888.00) as established by the California Department of Education (CDE) per qualifying student. CONTRACTOR will provide tutoring services at a rate of \$43.00 per hour for a maximum of 20.65 hours of tutoring. CONTRACTOR will invoice DISTRICT on a monthly basis. The final invoice must be received by DISTRICT from CONTRACTOR no later than June 11, 2012.** CONTRACTOR shall submit a detailed invoice to DISTRICT for services satisfactorily rendered in performance of the required services under the terms of this AGREEMENT.

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

5. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State

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

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

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

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

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

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to

terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (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 **fifteen (15)** 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 **fifteen (15)** 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 charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

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. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability, which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." CONTRACTOR agrees to name DISTRICT and its Governing Board, officers, and employees as additional insureds under said policy. No later than five (5) business days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation, modification or reduction in coverage.

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

13. Compliance With Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in services

covered by this AGREEMENT or accruing out of the performance of such services.

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

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

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. **Background Checks and Fingerprinting**. **CONTRACTOR will provide DISTRICT with assurance of background checks and/or fingerprinting, or proof thereof, on CONTRACTOR'S employees who are working directly with children to provide supplemental services prior to rendering supplemental services in DISTRICT.**

20. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be

considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

Fullerton School District

1401 W. Valencia Drive

Fullerton, CA 92833

(714) 447-7400

CONTRACTOR:

**Learning Partners Inc., dba Sylvan  
Learning Center**

**1539 S. Harbor Bl.**

**Fullerton, CA 92832**

**(714) 680-5344**

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS 26th DAY OF October 2011.

FULLERTON SCHOOL DISTRICT

Learning Partners Inc., dba Sylvan Learning Center  
Contractor Name

By: \_\_\_\_\_  
Mitch Hovey, Ed.D.  
Superintendent

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

Matthew J. Masterson  
Typed Name

Executive Director  
Title

On File  
Taxpayer Identification Number

CONSENT ITEM

**DATE:** October 25, 2011

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

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

**PREPARED BY:** John Albert, Principal, Ladera Vista Junior High School

**SUBJECT:** APPROVE OUT-OF-STATE CONFERENCE FOR JOHN ALBERT, PRINCIPAL, LADERA VISTA JUNIOR HIGH SCHOOL, TO ATTEND THE VIRTUAL SCHOOL SYMPOSIUM (VSS) ON NOVEMBER 8-11, 2011 IN INDIANAPOLIS, INDIANA

Background: The Virtual School Symposium (VSS) is the industry's leading event in K-12 online and blended learning. Experts in K-12 virtual education will have robust networking opportunities, learn about the latest trends, challenges and opportunities in e-learning, interact in session presentations and gain access to the latest research and best practices reports. The VSS highlights cutting-edge work in K-12 online education across the country. It is the only national conference focused solely on K-12 online and blended learning in such a comprehensive way, and the highest-level practitioners and policy-makers seeking to develop e-learning programs within educational institutions in the United States, Canada, Mexico, and abroad are attending.

Rationale: K-12 online learning is an emerging field with an annual growth rate of 30% and over three million K-12 student enrollments (International Association for K-12 Learning, 2011; Gemin, Murin, Rapp, Vashaw, & Watson, 2010). By 2019, an estimated 50% of K-12 courses will be delivered online (Christensen & Horn, 2008). By attending this symposium the principal of Ladera Vista Junior High will have a better understanding of the feasibility of starting a virtual school as well as the advantages of blending virtual learning to help students acquire 21<sup>st</sup> Century learning outcomes.

Funding: California State University, Fullerton (CSUF) will pay for all expenses while in attendance at the conference.

Recommendation: Approve Out-of-State Conference for John Albert, Principal, Ladera Vista Junior High School, to attend the Virtual School Symposium (VSS) on November 8-11, 2011 in Indianapolis, Indiana.

JM:JA:ns

CONSENT ITEM

**DATE:** October 25, 2011  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**PREPARED BY:** Steve Miller, Director, Business Services  
**SUBJECT:** APPROVE/RATIFY WARRANT NUMBER 1076 FOR THE 2011/2012 SCHOOL YEAR (DISTRICT 40, VAN DAELE)

Background: Board approval is requested for warrant number 1076 for the 2011/2012 school year. The total amount presented for approval is \$1,403.70.

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

01	General Fund	<u>\$1,403.70</u>
	Total	\$1,403.70

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

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

Recommendation: Approve/Ratify warrant number 1076 for the 2011/2012 school year (District 40, Van Daele).

SH:SM:ca

CONSENT ITEM

**DATE:** October 25, 2011  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**PREPARED BY:** Steve Miller, Director, Business Services  
**SUBJECT:** APPROVE/RATIFY WARRANT NUMBER 1117 FOR THE 2011/2012 SCHOOL YEAR (DISTRICT 48, AMERIGE HEIGHTS)

Background: Board approval is requested for warrant number 1117 for the 2011/2012 school year. The total amount presented for approval is \$1,508.00.

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

01	General Fund	\$1,508.00
	Total	<u>\$1,508.00</u>

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

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

Recommendation: Approve/Ratify warrant number 1117 for the 2011/2012 school year (District 48, Amerige Heights).

SH:SM:ca

CONSENT ITEM

**DATE:** October 25, 2011  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**PREPARED BY:** Marilee Cosgrove, Director, Child Development Services  
**SUBJECT:** **APPROVE SUBMISSION OF THE 2012/2013 CONTINUED FUNDING APPLICATION FOR CHILD CARE AND DEVELOPMENTAL PROGRAMS**

Background: Fullerton School District operates a State Preschool Program funded through the Child Development Division of the State Department of Education. Fullerton's State Preschool Program serves 336 three and four-year-olds in classes at Commonwealth, Maple, Orangethorpe, Pacific Drive, Richman, Valencia Park and Woodcrest Schools. The program is three hours daily for 180 days per year.

Rationale: State Preschool is an Early Childhood Education Program for a group of children that might not otherwise have a preschool experience, thereby preparing them for future school success.

Funding: The contract for the 2012/2013 State Preschool Program will be \$1,136,656.00 to be applied to Child Development budgets #310 and #318. The contract amount is subject to change by the Child Development Division of the State Department of Education.

Recommendation: Approve Submission of the 2012/2013 Continued Funding Application for Child Care and Developmental Programs.

MD:MC:ln  
Attachment



One (1) original and two (2) complete copies of all required forms must be mailed and received by **Thursday, December 1, 2011, 5 p.m. to:**

**FY 2012-13 Continued Funding Application**  
 Child Development Division  
 California Department of Education  
 1430 N Street, Suite 3410  
 Sacramento, CA 95814-5901

**Fiscal Year 2012-13 Continued Funding Application**

<b>Contractor Legal Name</b>	Fullerton Elementary School District	
<b>Contractor "Doing Business As" (DBA)</b>		
<b>County:</b> Orange	<b>Vendor Number:</b> 306650	<b>Federal Identification Number (FIN):</b> 95-6001405
<b>Executive Director:</b> Mitch Hovey Ed.D	<b>Program Director:</b> Marilee Cosgrove	
<b>Address:</b> 1401 W. Valencia Drive	<b>Address:</b> 1401 W. Valencia Drive	
<b>City:</b> Fullerton	<b>City:</b> Fullerton	
<b>ZIP Code:</b> 92833	<b>ZIP Code:</b> 92833	
<b>Telephone Number:</b> 714 447-7400	<b>Telephone Number:</b> 714 447-2858	
<b>Fax Number:</b> 714 447-7468	<b>Fax Number:</b> 714 447-7468	
<b>E-mail Address:</b> mitch_hovey@fsd.k12.ca.us	<b>E-mail Address:</b> marilee_cosgrove@fsd.k12.ca.us	
<b>Board of Director Chairperson:</b> Lynn Thornley (Board of Trustees)	<b>Telephone Number:</b> 714 447-7400	

Under penalty of perjury, I certify as the authorized contractor representative, that all applicable State and federal statutes and regulations will be observed for the programs marked. I also certify that all completed forms accurately describe program operations.	
<b>Authorized Representative Signature:</b>	<b>Date:</b>
<b>Name and Title of Authorized Representative:</b> Mitch Hovey, Ed.D., Superintendent	<b>Telephone Number:</b> 714 447-7400

CONSENT ITEM

**DATE:** October 25, 2011

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

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

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

**SUBJECT:** **APPROVE/RATIFY 2011/2012 ORANGE COUNTY QUALITY IMPROVEMENT SYSTEM (OC QIS) MEMORANDUM OF UNDERSTANDING BETWEEN THE ORANGE COUNTY DEPARTMENT OF EDUCATION AND FULLERTON SCHOOL DISTRICT**

Background: Fullerton School District operates a State Preschool Program and a Prekindergarten Family Literacy Program funded through the State Department of Education Child Care and Development Division. Fullerton's State Preschool Program serves 192 three- to five-year-olds in classes at Commonwealth, Maple, Richman, and Valencia Park Schools. Fullerton's Prekindergarten Family Literacy Program serves 144 four- and five-year-olds in classes at Orangethorpe, Pacific Drive, and Woodcrest Schools.

Rationale: Orange County Quality Improvement System (OC QIS) is operated by the Orange County Department of Education. The purpose of the program is to provide a ladder of continuous quality improvement to Orange County preschools and early care centers. The Memorandum of Understanding will enable Fullerton School District to participate in the OC QIS program. The program will assist centers meet future California State quality mandates. Centers will be supported with professional development opportunities, coaching, annual site visits, and receiving a quality rating certification.

Funding: Not applicable.

Recommendation: Approve/Ratify 2011/2012 Orange County Quality Improvement System (OC QIS) Memorandum of Understanding between the Orange County Department of Education and Fullerton School District.

MLD:MC:ln  
Attachment



**Orange County Quality Improvement System (OC QIS)  
September 1, 2011 to August 30, 2012**

**MEMORANDUM OF UNDERSTANDING**

*Fullerton School District*

We are pleased that **Fullerton School District** (Agency) has chosen to participate in the 2011 to 2012 Orange County Quality Improvement System (OC QIS) project developed by the Orange County Department of Education to provide assistance in understanding and advocating for the enhancement of quality early care and education in Orange County.

This Memorandum of Understanding (MOU) is entered into by and between the Orange County Superintendent of Schools (OCDE), Services for Early Education & Development (SEED) and **Fullerton School District** (Agency) and defines the terms of your Agency's participation in the OC QIS project and will become a binding agreement once signed by OCDE/SEED and Agency representatives. The spirit of this MOU is one of partnership and cooperation. It sets forth responsibilities of each party to the MOU.

**Failure to meet the Agency responsibilities listed below may result in suspension from all project activities.**

The term of this MOU shall commence upon signature of this document by both parties and will conclude upon written notification from either party.

**I. ORANGE COUNTY DEPARTMENT OF EDUCATION RESPONSIBILITIES:**

**A. Project Components**

1. OCDE/SEED will share innovative practices in early care and education including training and technical assistance at no cost (contingent upon SEED funding).
2. OCDE/SEED agrees to raise parent and community awareness of Agencies participating in OC QIS through marketing and promotional materials.
3. As part of the OC QIS process, OCDE/SEED will provide reference materials to community resources such as dental, vision, hearing, and speech services by utilizing the community resource list, the 211 information and referral service, and the Children and Families Commission of Orange County School Readiness Coordinator Network.
4. OCDE/SEED will provide templates of all OC QIS forms and the OC QIS logo to be used on program and marketing materials.
5. OCDE/SEED will provide sites with an OC QIS certificate of participation to be displayed in the Agency.
6. OCDE/SEED will provide one site visit, *only if requested by Agency*, by August 30, 2012.
7. **Agency Autonomy:** OCDE/SEED supports the right of the Agency to determine and administer its policies, programs, services, and budget, except those provisions voluntarily relinquished with the acceptance of this agreement.

8. **Inclusiveness and Diversity:** OCDE/SEED will fully comply with all applicable laws concerning unlawful discrimination. OCDE/SEED will encourage all agencies, as a system, to be inclusive and serve individuals, regardless of their ethnicity and race, religion, ancestry, age, gender, sexual orientation, marital, health, or socio-economic status, physical or mental disability, or geographic location within Orange County. OCDE/SEED agrees to provide resources and referrals for training and technical assistance regarding inclusive and culturally sensitive practices.

**B. Cross-Promotion**

1. Privacy rules – OCDE/SEED will not release personal information regarding any Agency or its employees.
2. OCDE/SEED agrees to list Agency name on our OC QIS marketing materials including the website with the opportunity for a hyperlink to Agency's site.
3. Notices to OCDE/SEED shall be addressed to:

The Orange County Department of Education  
200 Kalmus Drive  
Costa Mesa, California 92626  
Attention Glenda Chakerian  
gchakerian@ocde.us or 714-966-4386

**II. AGENCY RESPONSIBILITIES:**

- A. Project Components:** To support quality improvement in Orange County early childhood centers, trainings and forums will be provided to increase program director knowledge of quality improvement tools. Participating agency responsibilities are:

1. Agency Director or designated representative agrees to attend the *Fall Kick Off Meeting* on September 8, 2011 AND at least three of the four Directors Forums. Director Forum dates scheduled for 2011-2012 are: October 27, February 9, March 8, & May 17.
2. In addition to Director Forums, Agency Director or designated representative agrees to attend one of two early childhood evaluation workshop options. Directors may choose from option 1 or 2 below:
  - (1) Directors with three years or less experience using the Environmental Rating Scale (ERS) shall attend an introductory/refresher ERS workshop provided by OCDE staff.
  - (2) Directors with four or more years experience using ERS may choose to take the ERS refresher workshop OR attend an informational session about the Classroom Assessment Scoring System (CLASS) provided by OC QIS or CARES Plus.
3. Agency Director or designated representative will train all currently employed teachers on the ERS instrument who are not proficient users.
4. By mid-year, Agency Director will ensure that each classroom is evaluated using the ERS tool. Agencies may choose from the following methods of conducting their ERS evaluations:
  - (1) Agency Director or other leadership staff will conduct ERS assessments for classrooms within the agency.
  - (2) Teachers conduct ERS evaluations in another classroom within the same agency (not their own classroom)
  - (3) Hire a qualified ERS evaluator. (OCDE/OC QIS does NOT provide funding for this cost.)

5. Agency Director will provide teachers with ERS evaluation results, and support teachers in the completion of a classroom Quality Improvement Plan (QIP).
6. Agency Director will average all classroom ERS subscale scores, and complete a QIP for the Agency.
7. Agency Director will review all Quality Improvement Plans, and follow up to ensure planned quality improvement changes are implemented.
8. **By October 31, 2011**, Agency Director will complete or update the annual online Program Profile provided by OCDE/SEED.
9. **By November 30, 2011**, Agency Director will facilitate the completion of Individual Professional Growth Plans (IPGP) for all staff. *IPGP's are completed annually and will be completed online.*
10. **By June 1, 2012**, Agency Director will provide OCDE/ OC QIS with ERS subscale average scores for each classroom, and the Agency QIP. *Scores will be submitted online.*
11. **Inclusiveness and Diversity** - Agency agrees to fully comply with and support all laws concerning non-discrimination. Nothing in this MOU shall be used to lessen the sectarian nature of the Agency. Similarly, nothing in this MOU shall be used to interfere with Agency's Board- or Owner-approved policies and staffing requirements.

**B. Cross-Promotion**

1. Agency agrees to market and support OCDE/SEED OC QIS trainings by attending and providing information to others who may want to attend.
2. Agency will display OC QIS banner in a visible location inside or outside the Agency.
3. Agency agrees to assist OCDE/SEED with OC QIS media products, including press releases, marketing materials, photographs, hosting site visits, and any other information relevant to the program.

**C. Notification of Changes to OCDE/SEED**

Agency must notify OCDE/SEED within 30 days if there is a change in the Agency's Executive Director (ED), Child Care Center Director, Owner or other changes that significantly impact this MOU. An amended MOU must be signed if there is a change in Agency ED or Owner. Notices to Agency shall be addressed to:

Fullerton School District  
1401 West Valencia Drive  
Fullerton, California 92833  
Attn: *Marilee Cosgrove, Director*  
*Child Development Services*

Agency agrees to comply with all applicable provisions of federal, state and local laws, statutes, ordinances, rules, regulations, and permits that now or may in the future become applicable to Agency, Agency's operations, equipment and personnel engaged in the operations covered by this MOU or accruing out of the performance of such operations.

Agency acknowledges and agrees that OCDE/SEED will retain sole copyright ownership of all educational curriculum and professional development materials developed for the OC QIS project.

In the interest of public health, OCDE provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted by the Orange County Superintendent of Schools on behalf of OCDE, pursuant to

AGREED:

Fullerton School District

Executive Director or Owner, if applicable (Signature)

*Muel A. Amore*

Child Care Center Director (Signature)

Date

10/12/11

Date

Board Chair, if applicable (Signature)

Date

Orange County Superintendent of Schools

*Patricia McCaughey*  
Signature

October 4, 2011

Date

Patricia McCaughey  
Name

Coordinator

Title

CONSENT ITEM

**DATE:** October 25, 2011

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

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

**PREPARED BY:** Laura S. Rydell, Director, Student Support Services

**SUBJECT:** **APPROVE/RATIFY 2011/2012 INTERAGENCY AGREEMENT BETWEEN EXCEPTIONAL HOME HEALTH CARE AND FULLERTON SCHOOL DISTRICT FOR SPECIAL EDUCATION STUDENT (ID # 792070) FOR NURSING SUPPORT BY A PRIVATE DUTY NURSE/ATTENDANT FROM OCTOBER 17, 2011 THROUGH JUNE 14, 2012**

Background: This board item provides for the health and nursing care of a special education student enrolled in Fullerton School District. Exceptional Home Health Care is providing the licensed vocational nurse (LVN) for this student on a daily basis. The student has significant medical issues that require this level of support throughout the day.

Rationale: The student has been enrolled in Home Hospital since transferring to our District in June 2011 and has been released by his physician to return to school. Parent's insurance funds the private LVN from Exceptional Home Health Care agency. The purpose of this agreement is to clarify with all parties, issues including responsibility and liability.

Funding: The LVN support is paid for by the parent's insurance at no cost to the District.

Recommendation: Approve/Ratify 2011/2012 Interagency Agreement between Exceptional Home Health Care and Fullerton School District for Special Education Student (ID # 792070) for nursing support by a private duty nurse/attendant from October 17, 2011 through June 14, 2012.

JM:LSR:vr  
Attachment

FULLERTON SCHOOL DISTRICT

INTERAGENCY AGREEMENT

This agreement is entered into on October 17, 2011 by and between Exceptional Home Health Care (hereinafter referred to as Agency) and the Fullerton School District.

Whereas, Parent is requesting that services be provided to Special Education Student a Private Duty Nurse/Attendant, employed by Exceptional Home Health Care, other than an employee of FULLERTON SCHOOL DISTRICT; and

Whereas, Parent has agreed to pay the additional costs for the outside Attendant;

Now, therefore, The Parties hereto agree as follows for the remainder of the 2011-2012 School Year ending June 14, 2012:

AGREEMENT FOR STUDENT CARE

A. Agency Responsibilities: Verification of Competency of Private Duty Nurse/Attendant

1. Verification of professional license, competency in CPR, and necessary skills for performing all required duties including, but not limited to, specialized physical health care services (SPHCS) and general student safety.
2. Attendant shall attend in service training regarding SPHCS provided by school nurse prior to Attendant working independently on the school site.
3. Assignment of Attendant to be made so as to minimize turnover of personnel and the need for repeated in-service training of new Attendants by the designated school nurse.
4. Assigned Attendant has reviewed and has a copy of the student's SPHCS and physician's orders provided by Fullerton School District for her/his client
5. Observation in the classroom and communication between the Attendant, Parent, and Fullerton School District's staff is to remain confidential and strictly limited to the provisions of service to the assigned student.
6. Arrange for completion of test for tuberculosis and fingerprinting in same manner as Fullerton School District's employees.
7. Provide workers' compensation insurance coverage for Attendant or, if Attendant is self-employed, proof of medical coverage in case of injury or illness related to his/her activities on Fullerton School District's property. A copy of the agency's liability insurance is to be on file with the Fullerton School District.



B. Fullerton School District Responsibilities: Preparation for Student's Admission to School

1. Assessment of specialized physical health care services and identified medical needs are completed by the school nurse.
2. Release of Information form is signed by the Parent.
3. Communication between the Parent, school nurse, and physician is ongoing regarding medical treatment.
4. Communication regarding the instructional program to the parent is provided by the teacher and/or principal of the school program.
5. Agreement upon specialized physical health care services to be implemented at school.
6. Methods are determined for supervision for Attendant.
7. Procedures are determined for Attendant's absence, emergency, and/or disaster.
8. Fullerton School District may request a change in Attendant in collaboration with the parent if Fullerton School District's staff feels the services performed by Attendant are not satisfactory.

C. Specialized Physical Health Care Services

1. Specialized physical health care services implemented are to be authorized by physician and Parent and be in agreement with the school nurse and the individualized education plan team. The school nurse has only to verify the Attendant's competency in providing specialized physical health care services.
2. Any changes in specialized physical health care services, guidelines, and/or methods of care must be authorized in writing by the physician and the Parent and presented to the school nurse.

D. Supervision of Care

1. Attendant is authorized to provide care only for assigned student. Attendant is limited to the provision of medical, feeding, and personal hygiene care (diapering, dressing, etc.) for the assigned student. Care for additional student(s) must be agreed upon by Parent and Fullerton School District.
  - a. Care is provided with awareness/sensitivity to interactions within classroom.
  - b. Normal interactions are encouraged with peers and staff.
  - c. Learning assistance for assigned student(s) is provided per direction of classroom teacher.
  - d. Professional etiquette and personal hygiene are appropriate for a school setting.
  - e. Duties and universal precautions are implemented according to written procedures and basic nursing care.
2. Attendant is monitored by the school nurse and site level administrator and is expected to follow the direction of the classroom teacher.
3. Progress reports are conducted periodically between Attendant, the school nurse, and classroom teacher.

E. School Site Orientation

1. Student, teacher, staff orientation is provided by the school nurse.
2. Orientation of Attendant to the school site, personnel, students, procedures, etc., is provided by the school nurse. This will occur prior to or on first day(s) of service at the school.

F. Equipment/Supplies

1. Equipment/supplies are provided by Parent.
2. Attendant monitors equipment/supplies and notifies Parent of needs.

## BASIC ATTENDANT GUIDELINES

To the attendant for

---

### *Directions*

- *Review this page before starting your assignment*
  - *Be familiar with the enclosed procedure(s)*
1. Wear gloves when changing diapers or feeding student.
  2. Diaper or change student on changing table/area.
  3. Do not leave student unattended when changing/diapering.
  4. Clean all surfaces with disinfectant after feeding or diapering each student.
  5. Attend only to your assigned child's physical needs. *School insurance does not cover your interactions with other students except in the event of an emergency.*
  6. Your ability to support instructional activities for the student under the direction of the teacher would be appreciated. Refrain from assisting your assigned student during teaching/learning activities provided by the teacher unless assistance is requested.
  7. Arrange breaks so that student can remain in the classroom under supervision of the teacher. Be on call during break time in event student needs care.
  8. Take breaks in the staff lounge. No food/drink is permitted in the classroom. No smoking on the school grounds.
  9. If you have any questions consult with the school nurse or teacher.

I have read, understand, and agree to comply with the above guidelines.

Attendant \_\_\_\_\_

Date \_\_\_\_\_

Credentialed School Nurse \_\_\_\_\_

Date \_\_\_\_\_

AGREEMENT SIGNATURE PAGE

PARENT agrees to and shall hold harmless, indemnify and defend FULLERTON SCHOOL DISTRICT and their employees from liability for damages for death or bodily injury to person, injury to property, and any other loss, damage or expense sustained by the Attendant or student upon or in connection with the services called for in this Agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of FULLERTON SCHOOL DISTRICT and their employees.

ATTENDANT agrees to and shall hold harmless, indemnify and defend FULLERTON SCHOOL DISTRICT and employees from liability for damages for death or bodily injury to person, injury to property, and any other loss, damage or expense in connection with the services called for in this Agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of FULLERTON SCHOOL DISTRICT and their employees.

IN WITNESS WHEREOF, The Parties hereto have caused this Agreement to be executed.

PARENT/LEGAL GUARDIAN:

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

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

ATTENDANT:

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

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

SCHOOL NURSE:

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

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

FULLERTON SCHOOL DISTRICT:

By: Mitch Hovey, Superintendent

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

SCHOOL ADMINSTRATOR:

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

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

AGENCY SUPERVISOR:

Agency Name: Exceptional Home Health Care

Supervisor's Name: \_\_\_\_\_

Supervisor's Title: \_\_\_\_\_

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

CONSENT ITEM

**DATE:** October 25, 2011

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

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

**PREPARED BY:** Laura S. Rydell, Director, Student Support Services

**SUBJECT:** **APPROVE/RATIFY 2011/2012 INTERAGENCY AGREEMENT BETWEEN MAXIM HEALTH CARE AND FULLERTON SCHOOL DISTRICT FOR SPECIAL EDUCATION STUDENT (ID # 790043) FOR NURSING SUPPORT BY A PRIVATE DUTY NURSE/ATTENDANT FROM AUGUST 29, 2011 THROUGH JUNE 14, 2012**

Background: This board item provides for the health and nursing care of a special education student enrolled in the Fullerton School District. Maxim Health Care is providing the nurse for this student on a daily basis. The student has medical issues that require this level of support throughout the day.

Rationale: The student has been attending her home school with 1:1 nursing support for over three (3) years. Parent's insurance pays for the private nurse from Maxim Health Care Agency. The purpose of this agreement is to clarify with all parties, issues including responsibilities and liability.

Funding: Nurse support is paid for by the parent's insurance at no cost to the District.

Recommendation: Approve/Ratify 2011/2012 Interagency Agreement between Maxim Health Care and Fullerton School District for Special Education Student (ID # 790043) for nursing support by a private duty nurse/attendant from August 29, 2011 through June 14, 2012.

JM:LSR:vr  
Attachment

FULLERTON SCHOOL DISTRICT

INTERAGENCY AGREEMENT

This agreement is entered into on August 29, 2011 by and between Maxim Health Care (hereinafter referred to as Agency) and the Fullerton School District.

Whereas, Parent is requesting that services be provided to Special Education Student a Private Duty Nurse/Attendant, employed by Maxim Health Care, other than an employee of FULLERTON SCHOOL DISTRICT; and

Whereas, Parent has agreed to pay the additional costs for the outside Attendant;

Now, therefore, The Parties hereto agree as follows for the remainder of the 2011-2012 School Year ending June 14, 2012:

AGREEMENT FOR STUDENT CARE

A. Agency Responsibilities: Verification of Competency of Private Duty Nurse/Attendant

1. Verification of professional license, competency in CPR, and necessary skills for performing all required duties including, but not limited to, specialized physical health care services (SPHCS) and general student safety.
2. Attendant shall attend in service training regarding SPHCS provided by school nurse prior to Attendant working independently on the school site.
3. Assignment of Attendant to be made so as to minimize turnover of personnel and the need for repeated in-service training of new Attendants by the designated school nurse.
4. Assigned Attendant has reviewed and has a copy of the student's SPHCS and physician's orders provided by Fullerton School District for her/his client
5. Observation in the classroom and communication between the Attendant, Parent, and Fullerton School District's staff is to remain confidential and strictly limited to the provisions of service to the assigned student.
6. Arrange for completion of test for tuberculosis and fingerprinting in same manner as Fullerton School District's employees.
7. Provide workers' compensation insurance coverage for Attendant or, if Attendant is self-employed, proof of medical coverage in case of injury or illness related to his/her activities on Fullerton School District's property. A copy of the agency's liability insurance is to be on file with the Fullerton School District.

B. Fullerton School District Responsibilities: Preparation for Student's Admission to School

1. Assessment of specialized physical health care services and identified medical needs are completed by the school nurse.
2. Release of Information form is signed by the Parent.
3. Communication between the Parent, school nurse, and physician is ongoing regarding medical treatment.
4. Communication regarding the instructional program to the parent is provided by the teacher and/or principal of the school program.
5. Agreement upon specialized physical health care services to be implemented at school.
6. Methods are determined for supervision for Attendant.
7. Procedures are determined for Attendant's absence, emergency, and/or disaster.
8. Fullerton School District may request a change in Attendant in collaboration with the parent if Fullerton School District's staff feels the services performed by Attendant are not satisfactory.

C. Specialized Physical Health Care Services

1. Specialized physical health care services implemented are to be authorized by physician and Parent and be in agreement with the school nurse and the individualized education plan team. The school nurse has only to verify the Attendant's competency in providing specialized physical health care services.
2. Any changes in specialized physical health care services, guidelines, and/or methods of care must be authorized in writing by the physician and the Parent and presented to the school nurse.

D. Supervision of Care

1. Attendant is authorized to provide care only for assigned student. Attendant is limited to the provision of medical, feeding, and personal hygiene care (diapering, dressing, etc.) for the assigned student. Care for additional student(s) must be agreed upon by Parent and Fullerton School District.
  - a. Care is provided with awareness/sensitivity to interactions within classroom.
  - b. Normal interactions are encouraged with peers and staff.
  - c. Learning assistance for assigned student(s) is provided per direction of classroom teacher.
  - d. Professional etiquette and personal hygiene are appropriate for a school setting.
  - e. Duties and universal precautions are implemented according to written procedures and basic nursing care.
2. Attendant is monitored by the school nurse and site level administrator and is expected to follow the direction of the classroom teacher.
3. Progress reports are conducted periodically between Attendant, the school nurse, and classroom teacher.

E. School Site Orientation

1. Student, teacher, staff orientation is provided by the school nurse.
2. Orientation of Attendant to the school site, personnel, students, procedures, etc., is provided by the school nurse. This will occur prior to or on first day(s) of service at the school.

F. Equipment/Supplies

1. Equipment/supplies are provided by Parent.
2. Attendant monitors equipment/supplies and notifies Parent of needs.



## BASIC ATTENDANT GUIDELINES

To the attendant for

---

### *Directions*

- *Review this page before starting your assignment*
  - *Be familiar with the enclosed procedure(s)*
1. Wear gloves when changing diapers or feeding student.
  2. Diaper or change student on changing table/area.
  3. Do not leave student unattended when changing/diapering.
  4. Clean all surfaces with disinfectant after feeding or diapering each student.
  5. Attend only to your assigned child's physical needs. *School insurance does not cover your interactions with other students except in the event of an emergency.*
  6. Your ability to support instructional activities for the student under the direction of the teacher would be appreciated. Refrain from assisting your assigned student during teaching/learning activities provided by the teacher unless assistance is requested.
  7. Arrange breaks so that student can remain in the classroom under supervision of the teacher. Be on call during break time in event student needs care.
  8. Take breaks in the staff lounge. No food/drink is permitted in the classroom. No smoking on the school grounds.
  9. If you have any questions consult with the school nurse or teacher.

I have read, understand, and agree to comply with the above guidelines.

Attendant \_\_\_\_\_

Date \_\_\_\_\_

Credentialed School Nurse \_\_\_\_\_

Date \_\_\_\_\_

AGREEMENT SIGNATURE PAGE

PARENT agrees to and shall hold harmless, indemnify and defend FULLERTON SCHOOL DISTRICT and their employees from liability for damages for death or bodily injury to person, injury to property, and any other loss, damage or expense sustained by the Attendant or student upon or in connection with the services called for in this Agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of FULLERTON SCHOOL DISTRICT and their employees.

ATTENDANT agrees to and shall hold harmless, indemnify and defend FULLERTON SCHOOL DISTRICT and employees from liability for damages for death or bodily injury to person, injury to property, and any other loss, damage or expense in connection with the services called for in this Agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of FULLERTON SCHOOL DISTRICT and their employees.

IN WITNESS WHEREOF, The Parties hereto have caused this Agreement to be executed.

PARENT/LEGAL GUARDIAN:

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

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

ATTENDANT:

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

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

SCHOOL NURSE:

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

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

FULLERTON SCHOOL DISTRICT:

By:  Mitch Hovey, Superintendent

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

SCHOOL ADMINSTRATOR:

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

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

AGENCY SUPERVISOR:

Agency Name:  MAXIM HEALTH CARE

Supervisor's Name: \_\_\_\_\_

Supervisor's Title: \_\_\_\_\_

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

CONSENT ITEM

**DATE:** October 25, 2011  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**SUBJECT:** APPROVE/RATIFY INTERNSHIP AGREEMENT WITH CALIFORNIA STATE UNIVERSITY, FULLERTON TO COMMENCE ON OCTOBER 3, 2011

Background: California State University, Fullerton is accredited to provide a teaching program leading to a California credential. The terms and conditions of this agreement are commensurate with those from other universities and colleges.

The agreement will allow the University to place student candidates in a paid teaching position upon the District's approval. An intern is employable when there are no available qualified certificated employees holding the credential; therefore, the intern will not displace any certificated employee.

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

Funding: Not applicable.

Recommendation: Approve/Ratify Internship Agreement with California State University, Fullerton to commence October 3, 2011.

MLD:nm  
Attachment

**CALIFORNIA STATE UNIVERSITY, FULLERTON**  
School District Internship Agreement

**THIS AGREEMENT**, entered in this 3rd **day of October, 2011** by and between the State of California acting through the Trustees of the California State University on behalf of California State University, Fullerton, hereinafter called the (“University”) and **Fullerton School District** hereinafter called the (“District”).

In consideration of the mutual promises and conditions set forth below, the University and District (“parties”) agree as follows:

A. Candidates admitted to internship programs must hold baccalaureate degrees or higher degrees from regionally accredited institutions of postsecondary education (Education Code Section 44453). Every intern must have passed CBEST (Education Code Section 44252(b). Additionally, Multiple Subject and Special Education Interns must have demonstrated subject matter competence by passing the appropriate subject matter exam. Single Subject Interns must have demonstrated subject matter competence by passing the appropriate subject matter exam or completing an approved subject matter preparation program (CCTC Program Standard 8).

B. University shall provide for the supervision of all interns. Additionally, the district must provide a district support person (Education Code Section 44462).

C. District shall assign candidates to assume the functions that are authorized by the teaching or services credential (Education code Section 44454). University stipulates that the interns’ services meet the instructional or service needs of the participating district(s) (Education Code Section 44458). Participating districts are public school districts or county offices (Education Code Section 44321 and 44452).

D. District understands that an intern shall not acquire tenure while serving on an internship credential. A person who, after completing an authorized teaching internship program, is employed for at least one complete school year in a position requiring certification qualifications by the school district that employed the person as an intern during the immediately preceding school year and is reelected for the next succeeding school year to a position requiring certification qualifications shall, at the commencement of the succeeding school year, acquire tenure (Education Code Section 44466).

**GENERAL TERMS**

1. The District shall hire interns on a 3/5s, 4/5s, or 5/5s probationary or temporary contracts, with full pay and benefits.
2. The District shall ensure that all bilingual candidates are placed in an appropriate bilingual setting, to allow the intern to apply and practice appropriate bilingual instruction.
3. The District shall release the Intern two days per week allowing the Intern to attend class at CSU, Fullerton that begin as early as 4:00 p.m.
4. The District shall make every attempt within the constraints of openings available; place Intern teachers in teaching situations to maximize first year success (supportive principal, available peer support, class selection).
5. The District and University will cooperate with the oversight, operation, and evaluation of the program (CCTC Common Standards 1, 4, & 7).

6. The District shall provide trained support personnel at each Intern's school site, to be chosen, evaluated, and rewarded by the District. (This can be a mentor, the principal, etc.). (Common Standard 8).
7. The District shall provide each Intern with a full range of full-time teaching responsibilities.
8. The District and University shall cooperate on the selection process.
9. The District and University shall cooperate in the evaluation of the Intern for both credential and District retention decisions.
10. The District will designate an administrator and teacher representative to serve on the Internship Advisory Board, which meets once each semester.
11. The University internship program coordinators shall coordinate meeting of the Internship Advisory Boards(s).
12. The University shall guide the development of the individual plan for mentoring support and professional development of each Intern in consultation with the Intern and district (CCTC Common Standard 6).

This Agreement certifies that Interns will not displace certificated employees in the participating school districts (CCTC Precondition). It further certifies that when an Intern is hired, there are no available qualified certificated persons holding the credential.

***THE AGREEMENT APPLIES TO THE FOLLOWING PROGRAMS AT UNIVERSITY:***

Multiple Subject Internship Programs      Yes       No

Single Subject Internship Program      Yes       No

Special Education Specialist Intern Program in areas of  
Mild/Moderate, Moderate/Severe, & Early Childhood      Yes       No

**TERM**

This Agreement shall become effective upon execution and shall remain in full force and effective until terminated by either party giving the other party 30 days advance written notice of the intention to terminate; however, any such termination by the District will not be effective against any student who at the date of mailing of said notice by the District was participating in said program until such Student has completed the program as mutually agreed upon.

**GENERAL PROVISIONS**

**A. Indemnification**

The University agrees to defend all claims of loss, and indemnify and hold harmless the District and its officers, agents and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of the University or its employees, officers, or volunteers in the performance of this Agreement.

The District agrees to defend all claims of loss, and indemnify, and hold harmless the State of California, the Trustees of the California State University, California State University, Fullerton and their officers,

agents, volunteers and employees from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of the District or its employees, agents or volunteers in the performance of this Agreement.

**B. Insurance**

1. The University and District shall secure and maintain at all times during the Term, at their respective sole expense, professional general liability insurance covering themselves and their respective employees.
  - A. Such coverage provided by The University and District may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per occurrence. Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.
  - B. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
    - 1) Each Occurrence \$1,000,000
    - 2) General Aggregate \$3,000,000
  - C. The University and District shall each secure and maintain at all times during the Term of the contract, at their respective sole expense, workers' compensation and employers' liability insurance covering their respective employee. Such coverage provided by The University and District may be afforded via commercial insurance or self-insurance.
  - D. Business Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit no less than One Million Dollars (\$1,000,000) per occurrence.

The University and District shall further provide for thirty (30) day advance written notice of any modification, change or cancellation of any of the above insurance coverages.

The foregoing insurance limits and /or requirements as referred to under Section (B) above shall be subject to changes in, or modifications or, coverage, forms, and/or limits as mandated from time to time by insurance programs of the parties. When such changes or modifications are mandated, the parties shall agree to renegotiate requirements for insurance coverage, forms and/or limits within thirty (30) days from receipt of notification by either party of such change. The period for renegotiation shall be thirty (30) days. New contract terms regarding coverage, forms, and/or limits shall be mutually agreed upon by the parties and shall be evidenced by a written addendum to this Agreement within the period for renegotiation. If the parties are unable to renegotiate said coverage, forms, and/or limits, this Agreement shall automatically terminate at the end of the thirty (30) day period following renegotiation unless the parties mutually agree to extend the period for renegotiation and additional thirty (30) days.

2. The University shall self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

The University has elected to be self-insured for its general liability, vehicle liability, worker's compensation and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insurance program. Under this form of insurance, the State and its

employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including state official operations or under an official contract or license agreement, they should be referred to the State Board of Control, State of California, Tort Liability Section, 1515 K Street, Sacramento, CA 95814. Any claims regarding property are to be referred to the California State University, Risk Manager, 400 Golden Shore, Suite 210, Long Beach, CA 90802.

**C. Governing Law.** This Agreement shall be governed by the laws of the State of California and shall in all respects be interpreted, enforced and governed by California law.

**D. Notices.** Any and all notices required or permitted by this Agreement shall be deemed to have been duly given if written and mailed by United States registered or certified mail and addressed as follows:

UNIVERSITY:

California State University, Fullerton  
Contracts & Procurement  
2600 East Nutwood Avenue, Suite 300  
Fullerton, CA 92831  
Attn: Tia Damron

DISTRICT:

Fullerton School District  
1401 W. Valencia Drive  
Fullerton, CA 92883  
Attn: Nina Mota

WITNESS WHEREOF, this Agreement has been executed by the parties as of the date written above.

**UNIVERSITY:**

**DISTRICT:**

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

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

Name: Tia Damron

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

Title: Contract Analyst

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

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

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

**Bargaining Union Representative  
(if applicable):**

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

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

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

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

DISCUSSION/ACTION ITEM

**DATE:** October 25, 2011  
**TO:** Board of Trustees  
**FROM:** Mitch Hovey, Ed.D., Superintendent  
**PREPARED BY:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**SUBJECT:** **APPROVE NEW BOARD POLICY**

Background: The following policy was presented to the Board of Trustees for the first reading at the October 11, 2011 Board Meeting:

New:  
Business and Noninstructional Operations  
BP 3350 Travel Expenses

Input was received and this action item serves as the second reading and approval for this new board policy.

Rationale: Ongoing revisions ensure that District maintains compliance within State and federal laws and regulations.

Funding: Not applicable.

Recommendation: Approve new board policy.

MLD:nm  
Attachment



**Fullerton School District**  
**Board Policy**  
**Travel Expenses**

**BP 3350**

**BUSINESS AND NONINSTRUCTIONAL OPERATIONS**

**Board Adopted:**

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The Board of Trustees shall authorize payment for actual and necessary expenses, including travel, incurred by any employee performing authorized services for the District.

The Superintendent or designee may approve employee requests to attend meetings in accordance with the adopted budget.

Expenses shall be reimbursed within limits approved by the Board. The Superintendent or designee shall establish procedures for the submission and verification of expense claims. He/she may authorize an advance of funds to cover necessary expenses.

The Board may establish an allowance on either a mileage or monthly basis to reimburse authorized employees for the use of their own vehicles in the performance of assigned duties.

All out-of-state travel for which reimbursement will be claimed shall have Board approval. Travel expenses not previously budgeted also shall be approved on an individual basis by the Board.

Authorized employees may use District credit cards while attending to District business. Under no circumstances may personal expenses be charged on District credit cards.

Legal Reference:

EDUCATION CODE

44016 Travel expense

44032 Travel expense payment

44033 Automobile allowance

44802 Student teacher's travel expense

CSBA Revision

6/98