

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

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

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

Persons wishing to address the Board are requested to complete and submit a "Request to Speak" slip to the secretary. A person wishing to be heard by the Board shall first be recognized by the President and shall then proceed to comment, beginning with stating his/her name for the record. Individual speakers shall be allowed three minutes to address the Board on each agenda or nonagenda item. The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments about an item that is on the posted agenda will be heard at the time the agenda item is considered by the Board. Public comments about an item that is not on the posted agenda will be heard at the beginning of the Board meeting agenda. With Board consent, the President may increase or decrease the time allowed for public presentation, depending on the topic and the number of persons wishing to be heard. The President may take a poll of speakers for or against a particular issue and may ask that additional persons speak only if they have something new to add.

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

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

FULLERTON SCHOOL DISTRICT
Minutes of the Regular Meeting of the Board of Trustees
Tuesday, October 15, 2013
5:00 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

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

President Berryman called Regular meeting of Fullerton School District Board of Trustees to order at 5:01 p.m., and Dr. Bob Pletka, led the pledge of allegiance.

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

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

Public Comments

There were no public comments at this time.

Recess to Closed Session – Agenda

At 5:02 p.m., the Board recessed to Closed Session for: •Superintendent Evaluation, Board Representative Beverly Berryman [Government Code section 54957.6]

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

The Board returned to Open Session at 6:04 p.m. and President Berryman reported there was no report from Closed Session. Boy Scouts Troop 292 and Cub Scout Troop 292 from Orangethorpe School led the pledge of allegiance to the flag (held at the District Office Quad area).

Introductions/ Recognitions

President Berryman on behalf of the Board of Trustees, recognized Mr. Jim Miller, President of McCoy Mills Ford, for the local car dealership's \$30,000 contribution to the District. This is the second year McCoy Mills Ford has provided this outstanding leadership gift to the District.

President Berryman on behalf of the Board of Trustees, recognized the staff of Nicolas Junior High School for their leadership during a recent incident at the school. Robyn Clemente (teacher at Nicolas JHS) was recognized for her heroic actions to keep her students safe during this incident. Chief Dan Hughes from the Fullerton Police Department and a representative from Supervisor Shawn Nelson's office presented Mrs. Clemente a certificate of recognition. Mrs. Clemente received the *Above and Beyond* award from the District. (held at the District Office quad area)

The Board took a recess at 6:23 p.m. and resumed Open Session at 6:27 p.m., in the District Office Board Room.

Dr. Amanda Segovia Hale presented an iMovie regarding Orangethorpe School. President Berryman recognized the students, staff, and parents who attended the Board meeting.

Public Comments

Marleen Acosta, Classified employee, thanked the Board of Trustees, District Office, and Fullerton Police Department for their support of Nicolas Junior High School.

Theresa Quiroz, parent, shared her concerns regarding her son's first grade teacher at Acacia School. The Superintendent will follow up on her concerns.

Superintendent's Report

Dr. Pletka acknowledged the entire staff of Nicolas Junior High School for a job well done during the recent lockdown incident. He reported the District held its first PAL Retreat on October 8th in conjunction with CSEA, FETA, and FESMA. He thanked Al Lacuesta (CSEA President), Karla Turner (FETA President), and Susan Mercado (FESMA President) for their ongoing support of PAL and the pursuit of partnership.

Information from the Board of Trustees

Trustee Sugarman – She commended the staff at Nicolas Junior High School for an excellent job during the lockdown. She reported the All the Arts for All the Kids Art Auction will be held on November 2 and invited staff and the community to attend. She shared that as we enter the holiday season, it is important to engage students in higher level of creativity and embrace the best part of the holiday.

Trustee Thornley – She thanked the staff of Nicolas Junior High School for their professionalism and composure during the lockdown incident. She shared the presentation from Orangethorpe School was great; She is looking forward to attending the All the Arts for All the Kids Art Auction on November 2.

Trustee Thompson – He congratulated the Nicolas Junior High School staff for a great job during the lockdown incident. Trustee Thompson commended Robyn Clemente for her superb job in handling the incident.

Trustee Meyer – She thanked the Nicolas Junior High School staff for their great job in the lockdown incident. Trustee Meyer attended the *Water Wow Wednesday* at Acacia School celebrating their API scores. She will be attending the OCSBA/ACSA Joint dinner meeting to hear more about the local control funding formula and Common Core Standards. She will be attending the State of Education legislative update with State Superintendent Tom Torlakson, Assemblywoman Sharon Quirk-Silva, and OCDE Superintendent Al Mijares. The All the Arts for All the Kids Art Auction will be on November 2 and the Flu Shot Clinic on October 23. Red Ribbon Week will be the week of October 21-25, 2013.

President Berryman – She reported Commonwealth School held their ribbon cutting ceremony of their Sensory Garden on October 10 and it was a great success. Students with special needs will benefit greatly from this new Sensory Garden. She announced that after attending the Personnel Commission meeting, she learned that current Personnel Commissioner, Nancy Spencer, will be retiring after 33 years of service to the Personnel Commission. President Berryman shared she attended the CalGrip meeting and she reported they are expanding new projects due to new funding being available. She reminded staff and principals of the Gift of History field trip coming up on November 7. (President Berryman is planning on attending). She attended the Honor Society induction ceremony at Maple School on October 9.

Information from PTA, FETA, CSEA, and FESMA

PTA – no report.

FETA – Karla Turner- She reported FETA ratified the Tentative Agreement with the District with certificated staff voting 440 for approval and 12 votes against. FETA continues to bargain with the District on other contract language. FETA Reps from the school sites and the FETA Executive Board participated in the PAL retreat on October 8. In addition, FETA will be sending Leah Wathen (teacher at Pacific Drive School) to the upcoming Labor and Management Conference with ABC Unified School District. Mrs. Turner commented on several articles from the CTA Magazine she distributed to the Board of Trustees and Executive Cabinet.

CSEA – Al Lacuesta – He thanked the District for including CSEA in the planning of the PAL retreat.

FESMA – Susan Mercado- She shared it was a pleasure for FESMA to be part of the PAL retreat. Each organization (CSEA, FETA, and FESMA) had an opportunity to share their mission statement and goals. Mrs. Mercado will be attending the OCSBA/ACSA Joint dinner meeting on October 16.

Presentation Item

Dr. Craig Bertsch shared information regarding the Fullerton School District Customer Service plan.

Information Items

The District Activities Calendar is available at the following URL: <http://fsd.k12.ca.us/distCalendar.html>

Approve Minutes

Moved by Hilda Sugarman, seconded by Janny Meyer and carried 4-0 to approve the minutes of the Regular meeting of September 24, 2013 (President Berryman abstained for not being present at the September 24th Board meeting)

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

Consent Items

Moved by Chris Thompson, seconded by Lynn Thornley and carried 5-0 to approve the consent items. The Board commented on consent item #1a and #1b.

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 H22C0025 through H22C0035, H22D0247 through H22D0301, H22M0077 through H22M0080, H22R0282 through H22R0334, H22T0001, H22V0040 through H22V0044, and H22X0249 through H22X0265 for the 2013/2014 fiscal year.
- 1d. Approve/Ratify Nutrition Services purchase orders numbered 160253 through 160280 for the 2013/2014 school year.
- 1e. Approve/Ratify warrants numbered 89697 through 89902 for the 2013/2014 school years.
- 1f. Approve/Ratify Nutrition Services warrants numbered 9863 through 9918 for the 2013/2014 school year.
- 1g. Approve/Ratify Change Order #1 for Universal Asphalt Co., Inc., for Paving Repairs at Nicolas Jr. High School: FSD-13-14-DM-02.
- 1h. Approve/Ratify Notice of Completion for Universal Asphalt Co., Inc., for Paving Repairs at Nicolas Jr. High School: FSD-13-14-DM-02.
- 1i. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 1 (July 1, 2013 – September 30, 2013).
- 1j. Approve/Ratify Agreement between Fullerton School District and Orange County Superintendent of Schools, Orange County Department of Education (OCDE) for Inside the Outdoors Field and School Programs effective September 1, 2013 through August 31, 2014.
- 1k. Approve Agreement with Camp High Trails for Outdoor Science School from October 16, 2013 through June 30, 2014.
- 1l. Approve Agreement with the Ocean Institute for Outdoor Science School from October 16, 2013 through June 30, 2014.
- 1m. Approve Agreement with the Orange County Council, Boy Scouts of America – DBA Irvine Ranch Outdoor Education Center (IROEC) for Outdoor Science School from October 16, 2013 through June 30, 2014.
- 1n. Approve Agreement with Pathfinder Ranch for Outdoor Science School from October 16, 2013 through June 30, 2014.
- 1o. Approve Independent Contractor Agreement with Fullerton School District and Learning Partners Inc., dba Sylvan Learning Center to provide supplemental support services from October 16, 2013 through May 9, 2014.
- 1p. Approve Independent Contractor Agreement with Fullerton School District and Professional Tutors of America to provide supplemental support services from October 16, 2013 through May 9, 2014.
- 1q. Approve Independent Contractor Agreement with Fullerton School District and Tutoring USA Inc., dba Club Z! to provide supplemental support services from October 16, 2013 through May 9, 2014.
- 1r. Approve/Ratify Three-Year Contract with Time Warner Cable to provide a 1Gbps fiber optic circuit from the Fullerton School District Office to the Orange County Department of Education effective October 1, 2013 through September 30, 2016.
- 1s. Approve/ratify Independent Contractor Agreement between the Fullerton School District and Kimberly J. Hiddleston, M.A., CCC-SLP, LSLS, Certified Auditory-Verbal Therapist, for consultation services effective September 23, 2013 through June 30, 2014.

Discussion/Action Items

- 2a. Adopt Resolution #13/14-08 eliminating identified Classified positions effective December 23, 2013.

It was moved by Chris Thompson, seconded by Hilda Sugarman and carried 5-0 to adopt Resolution #13/14-08 eliminating identified Classified positions effective December 23, 2013.

2b. Approve compensation and health and welfare adjustments for Fullerton School District's management group for 2013/2014.

It was moved by Chris Thompson, seconded by Lynn Thornley, and carried 5-0 to approve compensation and health and welfare adjustments for Fullerton School District's management group for 2013/2014.

2c. Approve Memorandum of Understanding (MOU) between California School Employees Association (CSEA) Chapter #130 and Fullerton School District for 2013/2014.

It was moved by Hilda Sugarman, seconded by Lynn Thornley, and carried 5-0 to approve Memorandum of Understanding (MOU) between California School Employees Association (CSEA) Chapter #130 and Fullerton School District for 2013/2014.

2d. Approve Tentative Agreement between the Fullerton School District and Fullerton Elementary Teachers Association (FETA) for 2013/2014.

It was moved by Lynn Thornley, seconded by Janny Meyer, and carried 5-0 to approve Tentative Agreement between the Fullerton School District and Fullerton Elementary Teachers Association (FETA) for 2013/2014.

Discussion/Presentation Item

Ron Wenkart, OCDE Legal Counsel, presented legal information regarding Assembly Bill 1266: Pupil Rights: sex-segregated school programs and activities. The Board held discussion regarding AB 1266. It was discussed that site administrators will notify Superintendent as needed with issues regarding AB 1266.

Administrative Report

3a. First Reading of Revised Board Policy 4360 (New Number 3350)

First Reading of Revised Board Policy 4360. This Revised Board Policy will be presented for approval at the November 12, 2013 Board meeting.

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

No requests.

Adjournment

President Berryman adjourned the Regular meeting on October 15, 2013 at 8:24 p.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, November 12, 2013
5:30 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

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

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

- Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957].

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

Public Comments/Persons Addressing the Board – Policy

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

Persons wishing to address the Board are requested to complete and submit a "Request to Speak" slip to the secretary. These slips are available at the reception counter.

Introductions/Recognitions

- Robert C. Fisler School Report
- Christina Funch, Supervisor, Nutrition Services
- Kenyatta Turner, Director, Nutrition Services
- Toast to Learning Silent Auction School Donations

Public Comments

Superintendent's Report

Information from the Board of Trustees

Information from DELAC, PTA, FETA, CSEA, FESMA

Information Items

The District Activities Calendar is available at the following URL: <http://fsd.k12.ca.us/distCalendar.html>

Approve Minutes

Regular Meeting October 15, 2013

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 H22C0036 through H22C0063, H22D0302 through H22D0402, H22M0081 through H22M0104, H22R0335 through H22R0431, H22T0002, H22V0045 through H22V0062, H22X0266 through H22X0319, and H22Y0037 through H22Y0051 for the 2013/2014 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 160281 through 160363 for the 2013/2014 school year.

1e. Approve/Ratify warrants numbered 89903 through 90254 for the 2013/2014 school years.

1f. Approve/Ratify Nutrition Services warrants numbered 9919 through 9955 for the 2013/2014 school year.

1g. Approve/Ratify Independent Contractor Agreement between Fullerton School District and Matthew Malcolm Murray at Maple School for the 2013/2014 school year.

1h. Approve Federal Work Study Placement Agreement between Richman Elementary School and North Orange County Community College District to commence November 13, 2013 through June 30, 2014.

1i. Adopt Resolution #13/14-09 and approve/ratify 2013/2014 Child Development Facilities Renovation and Repair Contract effective July 1, 2013 through June 30, 2014.

1j. Approve/Ratify amended Independent Contractor Agreement between Fullerton School District and Sobeida Velazquez for Early Intervention for School Success (EISS) Training on September 19 and 20, 2013 at Richman School.

1k. Approve/Ratify Classified Personnel Report.

1l. Appoint Rodney Lusch as Classified Employees' Personnel Commissioner effective December 1, 2013.

1m. Approve out-of-state conference for The Reggio Inspiration in Public Schools, Learning Outcomes and Standardized Assessment Conference on January 16-18, 2014, in Tucson, Arizona, for Mark Douglas, Marilee Cosgrove, Amanda Segovia Hale, Marcy Rowatt, Katie Weber, Kim Gerard, Bette Chang, Tania Ruiz, Himashie Perera and Matt Deemer.

1n. Approve out-of-state conference for Opal School Visitation on April 23-25, 2014, in Portland, Oregon, for Marilee Cosgrove, Amanda Segovia Hale, Marcy Rowatt, Katie Weber, Terry Radzai Sanchez, Celia Pilkington, Sandra Shearer, Erika Gomez, Himashie Perera and Jamie Chapman.

1o. Approve/Ratify warrant number 1090 for the 2013/2014 school year (District 40, Van Daele).

1p. Approve/Ratify warrant number 1141 for the 2013/2014 school year (District 48, Amerige Heights).

1q. Approve/Ratify five-year contract with Time Warner Cable to provide a 50Mbs fiber optic circuit from the Fullerton School District Office, 1401 W. Valencia Dr., Fullerton, CA, to Nutrition Services, 389 W. Truslow Ave., Fullerton, CA, beginning October 21, 2013 through October 20, 2018.

1r. Adopt Resolutions numbered 13/14-B018 through 13/14-B024 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1s. Approve/Ratify Independent Contractor Agreement between Fullerton School District and Jeremy Bates of Revolution Speak to provide student development training for the Boys' and Girls' Conferences October 21 and 28, 2013.

1t. Approve request to solicit competitive proposals for bids for telecommunications and data services for E-rate Y17 (2014/2015) utilizing public contract code (PCC) 20118.2.

1u. Approve/Ratify first amendment to license agreement with the North Orange County Community College District, effective December 1, 2013.

1v. Approve/Ratify Gift and Corporate Guaranty Agreement between the Fullerton School District and the Beechwood School Foundation, effective November 1, 2013.

Discussion/Action Items

2a. Approve revised board policy BP 3350 (previously 4360)

Revised:

Business and Non-Instructional Operations

BP 4360 (New Number 3350) Travel: Reimbursement

2b. Approve language alignment and extension of Assistant Superintendents' contracts through June 30, 2015.

2c. Approve amendment of Board-approved Contract for District Superintendent.

2d. Approve Independent Contractor Agreement between Fullerton School District and Margy Price to provide coaching in leadership capacity for principals to promote student learning and achievement effective November 13, 2013 through June 30, 2014.

Administrative Reports

3a. First Reading of New and Revised Board Policies:

New:

Personnel

BP 4119.41, 4219.41, 4319.41 Employees With Infectious Disease

Revised:

Personnel

BP 4030 Nondiscrimination in Employment

BP 4111, 4211, 4311 Recruitment and Selection

BP 4112.9, 4212.9, 4312.9 Employee Notifications

BP 4119.1, 4219.1, 4319.1 Civil and Legal Rights

BP 4119.21, 4219.21, 4319.21 Professional Standards

3b. First Reading of New Board Policy 1325 Advertising and Promotion.

3c. First Reading of Assembly Bill 86: Common Core State Standards (CCSS) implementation funding expenditure plan for 2013/2014 and 2014/2015.

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, December 10, 2013, at 6:00 p.m. in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

CONSENT ITEM

DATE: November 12, 2013

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

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

SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects new hire(s), extra duty assignment(s) and resignation(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 NOVEMBER 12, 2013

NEW HIRE(S)

| NAME | ASSIGN/LOCATION | ACTION | COST CENTER | EFFECTIVE DATE |
|--------------------|------------------------|---------------|--------------------|-----------------------|
| Christine Byun | Substitute Teacher | Employ | 100 | 10/08/2013 |
| Heather Clark | Substitute Teacher | Employ | 100 | 10/25/2013 |
| Vanessa Duenas | Substitute Teacher | Employ | 100 | 10/16/2013 |
| Lily Estes-Eichert | Substitute Teacher | Employ | 100 | 10/16/2013 |
| Heather Harris | Substitute Teacher | Employ | 100 | 10/11/2013 |
| Rebecca Hill | Substitute Teacher | Employ | 100 | 10/04/2013 |
| Barbara Lopez | Substitute Teacher | Employ | 100 | 10/25/2013 |
| Katie Miller | Substitute Teacher | Employ | 100 | 10/22/2013 |
| Linda Morrison | Substitute Teacher | Employ | 100 | 10/01/2013 |
| Janice Pak | Substitute Teacher | Employ | 100 | 10/25/2013 |
| Hugo Rios | Substitute Teacher | Employ | 100 | 10/08/2013 |
| James Thue | Social Science/Nicolas | III/6 | 100 | 11/01/2013 |

EXTRA DUTY ASSIGNMENT(S)

Woodcrest Kindergarten Assessments

Approve contractual hourly rate per FETA agreement for the number of hours indicated below, from budget #117, for performing Kindergarten assessments on August 1, 2013 for the following certificated personnel:

Jennifer Brkich (7 hours)

Erica Render (8 hours)

RESIGNATION(S)

| NAME | ASSIGN/LOCATION | ACTION | EFFECTIVE DATE |
|------------------|--|---------------|-----------------------|
| Jennifer Pike | 5 th Grade (50%)/Raymond | Resign | 10/22/2013 |
| Magdalena Zamora | Psychologist Intern/ Student Support Services | Resign | 10/09/2013 |

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 November 12, 2013.

Clerk/Secretary

CONSENT ITEM

DATE: November 12, 2013

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

FROM: Susan Hume, Assistant Superintendent, Business Services

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

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

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

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

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

SH:gs
Attachment

FULLERTON SCHOOL DISTRICT

Gifts: November 12, 2013

| SITE | DONOR | RELATIONSHIP | DONATION | PURPOSE | AMOUNT |
|---------------|--|---------------------|-------------------|---------------------------------------|---------------|
| Acacia | Jamba Juice | Community Partner | monetary donation | for the school | \$68.00 |
| Acacia | PTA | | monetary donation | for movie license | \$340.00 |
| Acacia | PTA | | monetary donation | for the school | \$3,286.68 |
| Beechwood | Beechwood School Foundation | Community Partner | monetary donation | for the 6th grade OSS | \$500.00 |
| Beechwood | Beechwood School Foundation | Community Partner | monetary donation | Beechwood School Foundation Account | \$10,000.00 |
| Beechwood | Mrs. Jill Stecher | Parent | monetary donation | for the school | \$45.00 |
| Fern Drive | Fern Drive PTA | | monetary donation | for the Accelerated Reader Program | \$3,378.96 |
| Fern Drive | Fern Drive PTA | | monetary donation | for math and music programs | \$4,400.00 |
| Fine Arts | McCoy Mills | Community Partner | monetary donation | All the Arts for All the Kids Program | \$1,000.00 |
| Fisler | Anthony Dinh | Parent | monetary donation | for 4th grade field trips | \$100.00 |
| Golden Hill | Golden Hill Education Foundation | Community Partner | monetary donation | for P.E. | \$5,433.74 |
| Golden Hill | Target—Take Charge of Education | Community Partner | monetary donation | for the school | \$1,400.18 |
| Hermosa Drive | California Pizza Kitchen, Inc. | Community Partner | monetary donation | for 6 th grade | \$331.07 |
| Hermosa Drive | Islands Restaurant, L.P. | Community Partner | monetary donation | for 6 th grade | \$323.07 |
| Hermosa Drive | Lake Charles, Inc.—“Mrs. Bea’s Restaurant” | Community Partner | monetary donation | for 6 th grade | \$150.00 |
| Hermosa Drive | Parlor Brea, LLC Farrell’s Ice Cream Parlour | Community Partner | monetary donation | for 6th grade | \$77.33 |
| Ladera Vista | Kroger | Community Partner | monetary donation | for the school | \$82.25 |
| Ladera Vista | Russell Miller | Parent | monetary donation | for lighting purchase | \$300.00 |
| Laguna Road | Beckman Coulter Foundation | Community Partner | monetary donation | for class enrichment | \$100.00 |
| Orangethorpe | Give with Target, Target Corporation | Community Partner | monetary donation | for the school | \$28.00 |
| Pacific Drive | Target—Take Charge of Education | Community Partner | monetary donation | for supplies | \$578.36 |
| Parks J.H. | Great American Opportunity | Community Partner | monetary donation | for the school | \$210.00 |
| Parks J.H. | Hardeep Pabla | Parent | monetary donation | for Band | \$50.00 |

FULLERTON SCHOOL DISTRICT***Gifts: November 12, 2013***

| SITE | DONOR | RELATIONSHIP | DONATION | PURPOSE | AMOUNT |
|---------------|--|----------------------|----------------------|---------------------------------------|---------------|
| Parks J.H. | Mr. Johnson & Ms. Fernández | Parents | monetary donation | for Vocal | \$100.00 |
| Richman | Richman PTA | | monetary donation | for the Richman custodian | \$168.76 |
| Rolling Hills | Rolling Hills Education Foundation | Community Partner | monetary donation | for P.E. and media center programs | \$10,000.00 |
| Woodcrest | Lifetouch | Community Partner | monetary donation | for the school | \$486.80 |

CONSENT ITEM

DATE: November 12, 2013

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Steve Miller, Director, Business Services

SUBJECT: APPROVE/RATIFY PURCHASE ORDERS NUMBERED H22C0036 THROUGH H22C0063, H22D0302 THROUGH H22D0402, H22M0081 THROUGH H22M0104, H22R0335 THROUGH H22R0431, H22T0002, H22V0045 THROUGH H22V0062, H22X0266 THROUGH H22X0319, AND H22Y0037 THROUGH H22Y0051 FOR THE 2013/2014 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 H22C0036 through H22C0063, H22D0302 through H22D0402, H22M0081 through H22M0104, H22R0335 through H22R0431, H22T0002, H22V0045 through H22V0062, H22X0266 through H22X0319, and H22Y0037 through H22Y0051 for the 2013/2014 fiscal year.

SH:SM:gs
Attachment

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/12/2013

FROM 09/24/2013 TO 10/22/2013

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|------------------|--------------------------------|-----------------|-----------------------|-----------------------|---|
| H22C0036 | ORANGE CNTY DEPARTMENT OF EDUC | 585.00 | 585.00 | 0121752211 5210 | Teacher Quality Instr Supv / Conferences and Meetings |
| H22C0037 | CHILD EDUCATIONAL CENTER | 325.00 | 325.00 | 1231019101 5210 | Preschool Instruction / Conferences and Meetings |
| H22C0038 | LOZANO SMITH ATTORNEYS AT LAW | 450.00 | 450.00 | 0150454391 5210 | Sp Ed Mental Hlth Guidance / Conferences and Meetings |
| H22C0039 | CALIFORNIA ASSOCIATION OF SCHO | 285.00 | 285.00 | 0125554321 5210 | LEA Medi Cal Reimb Psych / Conferences and Meetings |
| H22C0040 | DEVELOPMENTAL RESOURCES | 139.00 | 139.00 | 0130423109 5210 | Site Discr Instruction Parks / Conferences and Meetings |
| H22C0041 | CALIFORNIA MATH COUNCIL SOUTH | 155.00 | 155.00 | 0130423109 5210 | Site Discr Instruction Parks / Conferences and Meetings |
| H22C0042 | CALIFORNIA ASSOCIATION OF SCHO | 360.00 | 360.00 | 0125554321 5210 | LEA Medi Cal Reimb Psych / Conferences and Meetings |
| H22C0043 | TEACHERS COLLEGE | 495.00 | 495.00 | 0130410109 5210 | Site Discretionary Inst Acacia / Conferences and Meetings |
| H22C0044 | CALIFORNIA MATH COUNCIL SOUTH | 465.00 | 465.00 | 0130415109 5210 | Site Discr Instruction Golden / Conferences and Meetings |
| H22C0045 | ORANGE CNTY DEPARTMENT OF EDUC | 675.00 | 675.00 | 0124654221 5210 | Special Ed IDEA Personnel Dev / Conferences and |
| H22C0046 | ILLUMINATE EDUCATION | 259.00 | 259.00 | 0150855359 5210 | District Testing / Conferences and Meetings |
| H22C0047 | SCHOOL SERVICES OF CALIFORNIA | 175.00 | 175.00 | 0135252393 5210 | School Safety Program Pupil Sv / Conferences and |
| H22C0048 | ORANGE COUNTY COUNCIL FOR GIFT | 100.00 | 100.00 | 0130427109 5210 | Site Discr Instr Sunset Lane / Conferences and Meetings |
| H22C0049 | ORANGE COUNTY COUNCIL FOR GIFT | 2,100.00 | 2,100.00 | 0111555103 5210 | Gifted and Talented Education / Conferences and Meetings |
| H22C0050 | CASBO | 525.00 | 525.00 | 0153750799 5210 | Business Administration DC / Conferences and Meetings |
| H22C0051 | PORTLAND CHILDREN'S MUSEUM | 640.00 | 320.00 | 0132952101 5210 | Aft Schl Ed Sfty Grt Cohort 6 / Conferences and Meetings |
| | | | 320.00 | 1231019101 5210 | Preschool Instruction / Conferences and Meetings |
| H22C0052 | ORANGE CNTY DEPARTMENT OF EDUC | 85.00 | 85.00 | 0130452279 5210 | Central Discr Administration / Conferences and Meetings |
| H22C0053 | CALIFORNIA ASSOCIATION OF SCHO | 1,140.00 | 1,140.00 | 0125554321 5210 | LEA Medi Cal Reimb Psych / Conferences and Meetings |
| H22C0054 | ORANGE CNTY DEPARTMENT OF EDUC | 750.00 | 750.00 | 0134025101 5210 | EISS Instruction Richman / Conferences and Meetings |
| H22C0055 | COMPUTER USING EDUCATORS INC | 1,220.00 | 1,220.00 | 0130427109 5210 | Site Discr Instr Sunset Lane / Conferences and Meetings |
| H22C0056 | SOLUTION TREE LLC | 3,774.00 | 1,258.00 | 0130452109 5210 | Central Discr Instruction / Conferences and Meetings |
| | | | 2,516.00 | 0130452279 5210 | Central Discr Administration / Conferences and Meetings |
| H22C0057 | ORANGE CNTY DEPARTMENT OF EDUC | 450.00 | 450.00 | 0130655223 5210 | Peer Assistance Review Prog / Conferences and Meetings |

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
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|------------------|--------------------------------|-----------------|-----------------------|-----------------------|--|
| H22C0058 | ORANGE CNTY DEPARTMENT OF EDUC | 1,500.00 | 900.00 | 0122452101 5210 | Title III Limited Engl Central / Conferences and Meetings |
| | | | 300.00 | 0122452221 5210 | Title III Instr Staff Dev / Conferences and Meetings |
| | | | 300.00 | 0130210101 5210 | Econ Impact Aid Acacia / Conferences and Meetings |
| H22C0059 | ORANGE CNTY DEPARTMENT OF EDUC | 75.00 | 75.00 | 0122452221 5210 | Title III Instr Staff Dev / Conferences and Meetings |
| H22C0060 | ORANGE CNTY DEPARTMENT OF EDUC | 1,300.00 | 1,300.00 | 0140155239 5210 | Curriculum Development Discret / Conferences and |
| H22C0061 | FUTURE HORIZONS INC | 320.00 | 320.00 | 0125554321 5210 | LEA Medi Cal Reimb Psych / Conferences and Meetings |
| H22C0062 | BEHAVIOR INTERVENTION SPECIALI | 630.00 | 630.00 | 0125554321 5210 | LEA Medi Cal Reimb Psych / Conferences and Meetings |
| H22C0063 | COMPUTER USING EDUCATORS INC | 1,100.00 | 1,100.00 | 0113054101 5210 | Resource Specialist Program / Conferences and Meetings |
| H22D0302 | DAISY IT | 1,516.33 | 1,516.33 | 0130421109 4310 | Site Discr Instr Orangethorpe / Materials and Supplies Instr |
| H22D0303 | AMAZON.COM | 69.75 | 69.75 | 0111615101 4310 | Donation Instruct Golden Hill / Materials and Supplies Instr |
| H22D0304 | NYSTROM | 247.80 | 247.80 | 0130415109 4310 | Site Discr Instruction Golden / Materials and Supplies Instr |
| H22D0305 | WHITE RHINO PROMOTIONAL SOLUTI | 534.29 | 103.68 | 0130226101 4310 | Econ Impact Aid Rolling Hills / Materials and Supplies |
| | | | 430.61 | 0130426109 4310 | Site Discr Instruction Rolling / Materials and Supplies Inst |
| H22D0306 | MARKERBOARD PEOPLE, THE | 84.96 | 84.96 | 0130226101 4310 | Econ Impact Aid Rolling Hills / Materials and Supplies |
| H22D0307 | ROSETTA STONE LTD | 5,450.00 | 5,450.00 | 0122430101 4310 | Title III Limited Engl Fisler / Materials and Supplies Instr |
| H22D0308 | GST INC | 3,238.80 | 3,238.80 | 0140955249 5640 | Info Systems Serv Media DC / Repairs by Vendors |
| H22D0309 | KAPLAN SCHOOL SUPPLY | 427.19 | 42.73 | 0134352103 4310 | Community Based Engl TutorInst / Materials and Supplies |
| | | | 256.31 | 1208127101 4310 | Preschool Inst Sunset Lane / Materials and Supplies Instr |
| | | | 128.15 | 1208527101 4310 | Childcare Instr Sunset Lane / Materials and Supplies Instr |
| H22D0310 | APPLE COMPUTER INC. | 36.94 | 36.94 | 0111627101 4310 | After School Program Sunset Ln / Materials and Supplies |
| H22D0311 | DAISY IT | 138.18 | 138.18 | 0130410109 4310 | Site Discretionary Inst Acacia / Materials and Supplies Inst |
| H22D0312 | DAISY IT | 236.33 | 236.33 | 0121228101 4310 | Title I Valencia Park / Materials and Supplies Instr |
| H22D0313 | RENAISSANCE LEARNING INC | 222.72 | 222.72 | 0130225101 4310 | Economic Impact Aid Richman / Materials and Supplies |
| H22D0314 | SCHOOL NURSE SUPPLY INC | 91.86 | 91.86 | 0130415109 4310 | Site Discr Instruction Golden / Materials and Supplies Instr |
| H22D0315 | SCHOLASTIC INC | 2,106.00 | 2,106.00 | 0121229101 4310 | Title I Woodcrest Instruction / Materials and Supplies Instr |

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
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|------------------|--------------------------------|-----------------|-----------------------|------------------------------------|--|
| H22D0316 | WHITE RHINO PROMOTIONAL SOLUTI | 1,026.43 | 1,026.43 | 0130220107 4310 | Econ Impact Aid PY Nicolas JHS / Materials and Supplies |
| H22D0317 | DICK BLICK ART MATERIALS | 657.99 | 657.99 | 0134352103 4310 | Community Based Engl TutorInst / Materials and Supplies |
| H22D0318 | CDW.G | 60.00 | 60.00 | 0140955249 4350 | Info Systems Serv Media DC / Materials and Supplies |
| H22D0319 | SOUTHWEST SCHOOL SUPPLY | 134.95 | 134.95 | 1208516101 4310 | Childcare Instr Hermosa Drive / Materials and Supplies |
| H22D0320 | SOUTHWEST SCHOOL SUPPLY | 134.72 | 65.61 69.11 | 1208516101 4310 1208526101 4310 | Childcare Instr Hermosa Drive / Materials and Supplies Childcare Instr Rolling Hills / Materials and Supplies Instr |
| H22D0321 | DIGITAL NETWORKS GROUP INC | 1,105.00 | 1,105.00 | 2567150851 5640 | Facilities / Repairs by Vendors |
| H22D0322 | CDW.G | 175.44 | 175.44 | 0130415109 4310 | Site Discr Instruction Golden / Materials and Supplies Instr |
| H22D0323 | MONOPRICE INC. | 464.28 | 464.28 | 0122429101 4310 | Title III Ltd Engl Woodcrest / Materials and Supplies Instr |
| H22D0324 | DAISY IT | 387.01 | 193.51 193.50 | 0130420109 4310 0130420169 4310 | Site Discr Instruction Nicolas / Materials and Supplies Instr Math Nicolas / Materials and Supplies Instr |
| H22D0325 | HEINEMANN PUBLISHING | 211.22 | 211.22 | 0130410109 4310 | Site Discretionary Inst Acacia / Materials and Supplies Inst |
| H22D0326 | APPLE COMPUTER INC. | 106.92 | 106.92 | 0111618101 4310 | Donation Instruction Laguna Rd / Materials and Supplies |
| H22D0327 | FITNESS FINDERS INC | 440.80 | 440.80 | 0124654221 5210 | Special Ed IDEA Personnel Dev / Conferences and |
| H22D0328 | MUSIC THEATRE INTERNATIONAL | 750.05 | 750.05 | 0109411102 4310 | Foundation Instr Beechwood / Materials and Supplies Instr |
| H22D0329 | TROXELL COMMUNICATIONS | 1,321.92 | 1,321.92 | 0130225101 4310 | Economic Impact Aid Richman / Materials and Supplies |
| H22D0330 | LEARNING A TO Z | 449.77 | 449.77 | 0121228101 4310 | Title I Valencia Park / Materials and Supplies Instr |
| H22D0331 | CDW.G | 139.76 | 139.76 | 0130415109 4310 | Site Discr Instruction Golden / Materials and Supplies Instr |
| H22D0332 | CAROLINA BIOLOGICAL SUPPLY COM | 296.09 | 296.09 | 0130430109 4310 | Site Discr Instruction Fisler / Materials and Supplies Instr |
| H22D0333 | BRAINPOP LLC | 1,195.00 | 1,195.00 | 0130423109 4310 | Site Discr Instruction Parks / Materials and Supplies Instr |
| H22D0334 | S AND S WORLDWIDE | 566.68 | 566.68 | 0111627101 4310 | After School Program Sunset Ln / Materials and Supplies |
| H22D0335 | HARCOURT OUTLINES INC | 763.46 | 763.46 | 0130416109 4310 | Site Discr Instruction Hermosa / Materials and Supplies Inst |
| H22D0336 | GOPHER SPORT | 528.81 | 528.81 | 0130425109 4310 | Site Discr Instruction Richman / Materials and Supplies Inst |
| H22D0337 | GOPHER SPORT | 358.45 | 358.45 | 0111630101 4310 | Donation Discretionary Fisler / Materials and Supplies Instr |

FULLERTON ELEMENTARY
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|------------------|------------------------------|-----------------|-----------------------|-----------------------|---|
| H22D0338 | SUPERIOR SIGNS AND GRAPHICS | 137.88 | 137.88 | 0130430109 4310 | Site Discr Instruction Fisler / Materials and Supplies Instr |
| H22D0339 | DATA MANAGEMENT INC | 511.92 | 511.92 | 0130425109 4310 | Site Discr Instruction Richman / Materials and Supplies Instr |
| H22D0340 | B AND H PHOTO VIDEO INC | 194.83 | 194.83 | 0130225101 4310 | Economic Impact Aid Richman / Materials and Supplies |
| H22D0341 | DIGITAL NETWORKS GROUP INC | 1,105.00 | 1,105.00 | 0142054201 5640 | Special Ed Administration / Repairs by Vendors |
| H22D0342 | E L ACHIEVE | 339.30 | 339.30 | 0122452101 4310 | Title III Limited Engl Central / Materials and Supplies Instr |
| H22D0343 | ORIENTAL TRADING COMPANY | 273.49 | 273.49 | 0110329109 4310 | Reimburse Woodcrest Disc / Materials and Supplies Instr |
| H22D0344 | MIND INSTITUTE | 49.56 | 49.56 | 0130219101 4310 | Economic Impact Aid Maple / Materials and Supplies Instr |
| H22D0345 | DAISY IT | 122.21 | 122.21 | 0121212101 4310 | Title I Commonwealth Instr / Materials and Supplies Instr |
| H22D0346 | APPLE COMPUTER INC. | 534.60 | 96.00 | 0111912101 4310 | Phelps Grant Commonwealth / Materials and Supplies Instr |
| | | | 438.60 | 0130212101 4310 | Econ Impact Aid Commonwealth / Materials and Supplies |
| H22D0347 | APPLE COMPUTER INC. | 223.56 | 223.56 | 0111623101 4310 | Donation Instr Parks / Materials and Supplies Instr |
| H22D0348 | NASCO WEST INC | 43.61 | 43.61 | 0111623101 4310 | Donation Instr Parks / Materials and Supplies Instr |
| H22D0349 | MONOPRICE INC. | 849.62 | 849.62 | 0121228101 4310 | Title I Valencia Park / Materials and Supplies Instr |
| H22D0350 | PINNACLE RADIO INC | 3,913.00 | 3,913.00 | 1208511101 4310 | Childcare Instr Beechwood / Materials and Supplies Instr |
| H22D0351 | ACCESS DISPLAY GROUP INC | 406.63 | 406.63 | 2567150851 4310 | Facilities / Materials and Supplies Instr |
| H22D0352 | SUPPLY MASTER | 1,058.40 | 1,058.40 | 1208510101 4310 | Childcare Instr Acacia / Materials and Supplies Instr |
| H22D0353 | EDUCATORS PUBLISHING SERVICE | 58.47 | 58.47 | 0130416109 4310 | Site Discr Instruction Hermosa / Materials and Supplies Instr |
| H22D0354 | S&S WORLDWIDE INC | 657.60 | 657.60 | 1208510101 4310 | Childcare Instr Acacia / Materials and Supplies Instr |
| H22D0355 | SCHOOL NURSE SUPPLY INC | 42.63 | 42.63 | 0130411109 4310 | Site Discr Instruction Beechwd / Materials and Supplies |
| H22D0356 | AFA SILKSCREEN DESIGNS | 94.50 | 94.50 | 0121219101 4310 | Title I Maple Instruction / Materials and Supplies Instr |
| H22D0357 | POSITIVE PROMOTIONS INC | 236.68 | 236.68 | 0110329109 4310 | Reimburse Woodcrest Disc / Materials and Supplies Instr |
| H22D0358 | MONOPRICE INC. | 244.75 | 244.75 | 0130410109 4310 | Site Discretionary Inst Acacia / Materials and Supplies Instr |
| H22D0359 | CM SCHOOL SUPPLY COMPANY | 1,166.29 | 1,166.29 | 0134352103 4310 | Community Based Engl TutorInst / Materials and Supplies |
| H22D0360 | GOV CONNECTION | 397.04 | 397.04 | 0130423179 4310 | Video Art Production Parks / Materials and Supplies Instr |

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/12/2013

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|------------------|--------------------------------|-----------------|-----------------------|-----------------------|--|
| H22D0361 | E L ACHIEVE | 338.58 | 338.58 | 0122452101 4310 | Title III Limited Engl Central / Materials and Supplies Inst |
| H22D0362 | CONTINENTAL MATHEMATICS | 122.52 | 122.52 | 0130216101 4310 | Econ Impact Aid Hermosa Drive / Materials and Supplies |
| H22D0363 | COMPLETE BUSINESS SYSTEMS | 280.60 | 280.60 | 0130228101 4310 | Econ Impact Aid Valencia Park / Materials and Supplies |
| H22D0364 | APPLE COMPUTER INC. | 82.08 | 82.08 | 0111925101 4310 | Phelps Grant Richman School / Materials and Supplies Instr |
| H22D0365 | CAMPUZANO, ERIC | 498.96 | 498.96 | 0111630101 4310 | Donation Discretionary Fisler / Materials and Supplies Instr |
| H22D0366 | APPLE COMPUTER INC. | 55.40 | 55.40 | 0111927101 4310 | Phelps Grant Sunset Lane / Materials and Supplies Instr |
| H22D0367 | DISCOUNT SCHOOL SUPPLY | 417.61 | 417.61 | 1208510101 4310 | Childcare Instr Acacia / Materials and Supplies Instr |
| H22D0368 | APPLE COMPUTER INC. | 187.92 | 187.92 | 0121222101 4310 | Title I Pacific Drive Instr / Materials and Supplies Instr |
| H22D0369 | LAKESHORE LEARNING | 1,544.10 | 1,544.10 | 0134021101 4310 | EISS Instruction Orangethorpe / Materials and Supplies |
| H22D0370 | B AND H PHOTO VIDEO INC | 178.15 | 178.15 | 0130220107 4310 | Econ Impact Aid PY Nicolas JHS / Materials and Supplies |
| H22D0371 | WHITE RHINO PROMOTIONAL SOLUTI | 670.12 | 670.12 | 0111611121 4310 | Math Science Olympiad Beechwd / Materials and Supplies |
| H22D0372 | CDW.G | 109.92 | 31.68 | 0111927101 4310 | Phelps Grant Sunset Lane / Materials and Supplies Instr |
| | | | 78.24 | 0130427109 4310 | Site Discr Instr Sunset Lane / Materials and Supplies Instr |
| H22D0373 | MATHEMATICAL ASSN OF AMERICA | 78.00 | 78.00 | 0111630101 4310 | Donation Discretionary Fisler / Materials and Supplies Instr |
| H22D0374 | CALIFORNIA MATHEMATICS LEAGUE | 43.00 | 43.00 | 0130430109 4310 | Site Discr Instruction Fisler / Materials and Supplies Instr |
| H22D0375 | DICK BLICK ART MATERIALS | 6,883.71 | 3,441.91 | 1220652101 4310 | Federal PreSchool Match Instr / Materials and Supplies |
| | | | 3,441.80 | 1231152101 4310 | Pre K Famly Lit Support Instr / Materials and Supplies Instr |
| H22D0376 | DISCOUNT SCHOOL SUPPLY | 535.03 | 535.03 | 1208510101 4310 | Childcare Instr Acacia / Materials and Supplies Instr |
| H22D0377 | SCHOOL SPECIALTY | 787.36 | 48.64 | 1208510271 4350 | Childcare Admin Acacia / Materials and Supplies Office |
| | | | 738.72 | 1231152101 4310 | Pre K Famly Lit Support Instr / Materials and Supplies Instr |
| H22D0378 | STAPLES 025724519 | 2,073.51 | 2,073.51 | 1231152101 4310 | Pre K Famly Lit Support Instr / Materials and Supplies Instr |
| H22D0379 | NASCO WEST INC | 289.02 | 289.02 | 1208510101 4310 | Childcare Instr Acacia / Materials and Supplies Instr |
| H22D0380 | CM SCHOOL SUPPLY COMPANY | 183.44 | 183.44 | 0134021101 4310 | EISS Instruction Orangethorpe / Materials and Supplies |
| H22D0381 | MATH LEARNING CENTER | 35.40 | 35.40 | 0134021101 4310 | EISS Instruction Orangethorpe / Materials and Supplies |
| H22D0382 | LAKESHORE LEARNING | 613.91 | 613.91 | 0134021101 4310 | EISS Instruction Orangethorpe / Materials and Supplies |

FULLERTON ELEMENTARY
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|------------------|--------------------------------|-----------------|-----------------------|-----------------------|--|
| H22D0383 | FAT BRAIN TOYS | 267.71 | 267.71 | 1208511101 4310 | Childcare Instr Beechwood / Materials and Supplies Instr |
| H22D0384 | REFLECTIONS LIGHT BOXES | 1,037.50 | 1,037.50 | 1208511101 4310 | Childcare Instr Beechwood / Materials and Supplies Instr |
| H22D0385 | REFLECTIONS LIGHT BOXES | 1,037.50 | 1,037.50 | 1208511101 4310 | Childcare Instr Beechwood / Materials and Supplies Instr |
| H22D0386 | CHALK SPINNER LLC | 824.75 | 824.75 | 0134352103 4310 | Community Based Engl TutorInst / Materials and Supplies |
| H22D0387 | NASCO WEST INC | 830.12 | 830.12 | 1231152101 4310 | Pre K Famly Lit Support Instr / Materials and Supplies Instr |
| H22D0388 | HEINEMANN PUBLISHING | 282.02 | 282.02 | 0130411109 4310 | Site Discr Instruction Beechwd / Materials and Supplies |
| H22D0389 | GOV CONNECTION | 285.51 | 285.51 | 0121221101 4310 | Title I Orangethorpe Instr / Materials and Supplies Instr |
| H22D0390 | CDW.G | 43.86 | 43.86 | 1208511101 4310 | Childcare Instr Beechwood / Materials and Supplies Instr |
| H22D0391 | APPLE COMPUTER INC. | 19.99 | 19.99 | 0152151749 4350 | Personnel Serv Certificated DC / Materials and Supplies |
| H22D0392 | HEINEMANN PUBLISHING | 199.42 | 199.42 | 0130410109 4310 | Site Discretionary Inst Acacia / Materials and Supplies Inst |
| H22D0393 | DAISY IT | 357.09 | 357.09 | 0130423109 4310 | Site Discr Instruction Parks / Materials and Supplies Instr |
| H22D0394 | DAISY IT | 347.88 | 347.88 | 0130225101 4310 | Economic Impact Aid Richman / Materials and Supplies |
| H22D0395 | KAPLAN SCHOOL SUPPLY | 405.91 | 405.91 | 1231152101 4310 | Pre K Famly Lit Support Instr / Materials and Supplies Instr |
| H22D0396 | DAISY IT | 29.16 | 29.16 | 0132952101 4310 | Aftr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst |
| H22D0397 | SCHOOL SPECIALTY | 726.46 | 726.46 | 0134021101 4310 | EISS Instruction Orangethorpe / Materials and Supplies |
| H22D0398 | STAPLES 025724519 | 124.05 | 61.43 | 0132952101 4310 | Aftr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst |
| | | | 62.62 | 1231852101 4310 | Pre K Family Literacy Instr / Materials and Supplies Instr |
| H22D0399 | READ NATURALLY | 325.68 | 325.68 | 0130222101 4310 | Econ Impact Aid Pacific Drive / Materials and Supplies |
| H22D0400 | DEMCO INC | 80.60 | 80.60 | 0130216101 4310 | Econ Impact Aid Hermosa Drive / Materials and Supplies |
| H22D0401 | RESOURCES FOR EDUCATORS | 343.44 | 343.44 | 0110324109 4310 | Reimburse Raymond Disc / Materials and Supplies Instr |
| H22D0402 | CULVER NEWLIN INC | 406.51 | 406.51 | 0111618101 4310 | Donation Instruction Laguna Rd / Materials and Supplies |
| H22M0081 | SHIFFLER EQUIPMENT SALES | 87.06 | 87.06 | 0153453819 4363 | Vandalism / Materials and Supplies Repairs |
| H22M0082 | SHIFFLER EQUIPMENT SALES | 1,345.55 | 1,345.55 | 0153353819 4363 | Plant Maintenance DC / Materials and Supplies Repairs |
| H22M0083 | S AND R AIR CONDITIONING AND H | 1,675.00 | 1,675.00 | 1453311859 5640 | Deferred Maint Fac Beechwood / Repairs by Vendors |

FULLERTON ELEMENTARY
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|------------------|--------------------------------|-----------------|-----------------------|-----------------------|--|
| H22M0084 | RELIABLE SHEET METAL WORKS | 503.28 | 503.28 | 0153353819 4363 | Plant Maintenance DC / Materials and Supplies Repairs |
| H22M0085 | LAURENCE COMPANY, C R | 349.76 | 349.76 | 1453313859 4363 | Deferred Maint Fac Fern Dr / Materials and Supplies |
| H22M0086 | DEPT OF INDUSTRIAL RELATIONS | 125.00 | 125.00 | 0153353819 5899 | Plant Maintenance DC / Other Expenses |
| H22M0087 | AAA ELECTRIC MOTORS | 106.32 | 106.32 | 0153353819 4363 | Plant Maintenance DC / Materials and Supplies Repairs |
| H22M0088 | STATE ARCHITECT, DIVISION OF T | 122.98 | 122.98 | 2567150859 6200 | Facilities Improvement Central / Buildings and Improve of |
| H22M0089 | A 1 FENCE COMPANY | 1,717.00 | 1,717.00 | 1453318819 5640 | Deferred Maint Laguna Road / Repairs by Vendors |
| H22M0090 | A 1 FENCE COMPANY | 529.00 | 529.00 | 0153353819 5640 | Plant Maintenance DC / Repairs by Vendors |
| H22M0091 | GRAYBAR ELECTRIC COMPANY | 643.51 | 643.51 | 0153353819 4363 | Plant Maintenance DC / Materials and Supplies Repairs |
| H22M0092 | MIRACLE PLAYGROUND SALES | 239.08 | 239.08 | 0153353819 4363 | Plant Maintenance DC / Materials and Supplies Repairs |
| H22M0093 | MIRACLE PLAYGROUND SALES | 354.85 | 354.85 | 0153353819 4363 | Plant Maintenance DC / Materials and Supplies Repairs |
| H22M0094 | VISTA PAINT | 447.93 | 447.93 | 0153353819 4363 | Plant Maintenance DC / Materials and Supplies Repairs |
| H22M0095 | RETROTEL INC | 94.24 | 94.24 | 0153353819 4363 | Plant Maintenance DC / Materials and Supplies Repairs |
| H22M0096 | GHATAODE BANNON ARCHITECTS LLP | 152.36 | 152.36 | 2567150859 5805 | Facilities Improvement Central / Consultants |
| H22M0097 | CUSTOM DESIGN UNIFORM CO | 73.16 | 73.16 | 0153353819 4362 | Plant Maintenance DC / Supplies Uniforms |
| H22M0098 | ANYTIME PRODUCTS | 5,220.39 | 5,220.39 | 0153353819 4363 | Plant Maintenance DC / Materials and Supplies Repairs |
| H22M0099 | S AND R AIR CONDITIONING AND H | 4,590.00 | 4,590.00 | 1453311859 5640 | Deferred Maint Fac Beechwood / Repairs by Vendors |
| H22M0100 | VERIZON WIRELESS | 500.00 | 500.00 | 0153353819 5900 | Plant Maintenance DC / Communications |
| H22M0101 | LAURENCE COMPANY, C R | 101.65 | 101.65 | 0153353819 4363 | Plant Maintenance DC / Materials and Supplies Repairs |
| H22M0102 | GEARY PACIFIC SUPPLY | 3,235.98 | 3,235.98 | 1453350859 4363 | Deferred Maint Facilities / Materials and Supplies Repairs |
| H22M0103 | A 1 FENCE COMPANY | 1,372.00 | 1,372.00 | 0153353819 5640 | Plant Maintenance DC / Repairs by Vendors |
| H22M0104 | MCM ELECTRONICS | 245.08 | 245.08 | 0153353819 4360 | Plant Maintenance DC / Materials and Supplies Other |
| H22R0335 | DAISY IT | 380.58 | 380.58 | 0153050799 4350 | Business Administration DC / Materials and Supplies |
| H22R0336 | SUPER DUPER PUBLICATIONS | 50.69 | 50.69 | 0125554101 4310 | LEA Medi Cal Reimburse Speech / Materials and Supplies |
| H22R0337 | SUPER DUPER PUBLICATIONS | 27.92 | 27.92 | 0125554101 4310 | LEA Medi Cal Reimburse Speech / Materials and Supplies |

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/12/2013

FROM 09/24/2013 TO 10/22/2013

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|------------------|--------------------------------|-----------------|-----------------------|-----------------------|--|
| H22R0338 | SUPER DUPER PUBLICATIONS | 336.57 | 336.57 | 0125554101 4310 | LEA Medi Cal Reimburse Speech / Materials and Supplies |
| H22R0339 | SUPER DUPER PUBLICATIONS | 199.65 | 199.65 | 0125554101 4310 | LEA Medi Cal Reimburse Speech / Materials and Supplies |
| H22R0340 | HOHBERG, PAUL | 185.29 | 185.29 | 0140955249 4350 | Info Systems Serv Media DC / Materials and Supplies |
| H22R0341 | GREGORC ASSOCIATES INC | 44.25 | 44.25 | 0153957729 4350 | Management Inservice DC / Materials and Supplies Office |
| H22R0342 | ORANGE CNTY DEPARTMENT OF EDUC | 13.30 | 13.30 | 0153050799 4350 | Business Administration DC / Materials and Supplies |
| H22R0343 | HERNANDEZ, MARGARITA | 78.57 | 78.57 | 1231019101 4310 | Preschool Instruction / Materials and Supplies Instr |
| H22R0344 | JOHNSON, ROBERT | 89.06 | 89.06 | 0130415109 4310 | Site Discr Instruction Golden / Materials and Supplies Instr |
| H22R0345 | CDW.G | 90.77 | 90.77 | 0121224101 4310 | Title I Raymond Instruction / Materials and Supplies Instr |
| H22R0346 | SCHOOL INNOVATIONS AND | 4,474.80 | 4,474.80 | 0130452279 4200 | Central Discr Administration / Books Other Than |
| H22R0347 | MONOPRICE INC. | 160.38 | 160.38 | 0140155239 4310 | Curriculum Development Discret / Materials and Supplies |
| H22R0348 | ISMAIL, FARZANA | 46.56 | 46.56 | 0130415109 4310 | Site Discr Instruction Golden / Materials and Supplies Instr |
| H22R0349 | RIVERSIDE PUBLISHING COMPANY | 561.68 | 561.68 | 0125554321 4315 | LEA Medi Cal Reimb Psych / Materials Test Kits Protocols |
| H22R0350 | PEARSON ASSESSMENT INC | 491.10 | 491.10 | 0125554321 4315 | LEA Medi Cal Reimb Psych / Materials Test Kits Protocols |
| H22R0351 | GST INC | 5,216.31 | 4,426.81 | 0130229107 4310 | Econ Impact Aid PY Woodcrest / Materials and Supplies |
| | | | 789.50 | 0140955249 4310 | Info Systems Serv Media DC / Materials and Supplies Instr |
| H22R0352 | APPLE COMPUTER INC. | 16,492.80 | 5,000.00 | 0130226101 4310 | Econ Impact Aid Rolling Hills / Materials and Supplies |
| | | | 5,372.80 | 0130226107 4310 | Econ Impact Aid PY Rolling Hil / Materials and Supplies |
| | | | 6,120.00 | 0130426109 4310 | Site Discr Instruction Rolling / Materials and Supplies Inst |
| H22R0353 | PHILLIPS, CARYL | 185.95 | 185.95 | 0130415109 4310 | Site Discr Instruction Golden / Materials and Supplies Instr |
| H22R0354 | CDW.G | 48.09 | 48.09 | 0125354101 4310 | Sp Ed Section 619 Instruction / Materials and Supplies Instr |
| H22R0355 | CSU CHANNEL ISLANDS | 2,000.00 | 2,000.00 | 1220652101 5805 | Federal PreSchool Match Instr / Consultants |
| H22R0356 | CAMBIUM LEARNING INC | 2,500.00 | 2,500.00 | 0130220107 5805 | Econ Impact Aid PY Nicolas JHS / Consultants |
| H22R0357 | DAISY IT | 98.91 | 98.91 | 0125554721 4350 | LEA Medi Cal Reimbursement / Materials and Supplies |
| H22R0358 | COSGROVE, MARILEE | 507.37 | 507.37 | 0134352103 4310 | Community Based Engl TutorInst / Materials and Supplies |
| H22R0359 | BATES, ARLEEN C | 1,291.00 | 1,291.00 | 0134025101 5805 | EISS Instruction Richman / Consultants |

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/12/2013

FROM 09/24/2013 TO 10/22/2013

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|------------------|--------------------------------|-----------------|-----------------------|-----------------------|--|
| H22R0360 | DEPARTMENT OF SOCIAL SERVICES | 220.00 | 220.00 | 1220652101 4310 | Federal PreSchool Match Instr / Materials and Supplies |
| H22R0361 | DEPARTMENT OF SOCIAL SERVICES | 220.00 | 220.00 | 1220652101 4310 | Federal PreSchool Match Instr / Materials and Supplies |
| H22R0362 | DEPARTMENT OF SOCIAL SERVICES | 220.00 | 220.00 | 1220652101 4310 | Federal PreSchool Match Instr / Materials and Supplies |
| H22R0363 | BARNETT, DR MATHEW | 446.81 | 336.23 | 0111920101 4310 | Phelps Grant Nicolas / Materials and Supplies Instr |
| | | | 110.58 | 0130420109 4310 | Site Discr Instruction Nicolas / Materials and Supplies Inst |
| H22R0364 | IRVINE PARK RAILROAD INC | 688.00 | 688.00 | 0110326109 4310 | Reimburse Rolling Hills Disc / Materials and Supplies Instr |
| H22R0365 | WESTED | 1,000.00 | 1,000.00 | 1220652101 5805 | Federal PreSchool Match Instr / Consultants |
| H22R0366 | REUBEN H FLEET SCIENCE CENTER | 1,068.00 | 1,068.00 | 0110326109 4310 | Reimburse Rolling Hills Disc / Materials and Supplies Instr |
| H22R0367 | OFFICE DEPOT BUSINESS SERVICE | 125.24 | 125.24 | 0109555271 4350 | Educ Services Donations Admin / Materials and Supplies |
| H22R0368 | SCHOOL OUTFITTERS | 180.35 | 180.35 | 0125354101 4310 | Sp Ed Section 619 Instruction / Materials and Supplies Instr |
| H22R0369 | CALIFORNIA WEEKLY EXPLORER INC | 1,045.00 | 1,045.00 | 0111630101 5850 | Donation Discretionary Fisler / Admission Fees |
| H22R0370 | PAR INC | 236.16 | 236.16 | 0125554321 4315 | LEA Medi Cal Reimb Psych / Materials Test Kits Protocols |
| H22R0371 | PAR INC | 210.33 | 210.33 | 0125554321 4315 | LEA Medi Cal Reimb Psych / Materials Test Kits Protocols |
| H22R0372 | DAISY IT | 78.78 | 78.78 | 0142054201 4350 | Special Ed Administration / Materials and Supplies Office |
| H22R0373 | DAISY IT | 146.82 | 146.82 | 0150855109 4310 | District Testing Instruction / Materials and Supplies Instr |
| H22R0374 | CALIFORNIA SCHOOL NURSES ORGAN | 102.00 | 102.00 | 0151354341 4350 | Health Services / Materials and Supplies Office |
| H22R0375 | GREY AND GREY ATTORNEYS AT LAW | 7,350.00 | 7,350.00 | 0142054201 5828 | Special Ed Administration / Special Education Settlements |
| H22R0376 | LINGUI SYSTEMS INC | 320.36 | 320.36 | 0125554101 4310 | LEA Medi Cal Reimburse Speech / Materials and Supplies |
| H22R0377 | TANAKA FARMS LLC | 1,152.00 | 1,152.00 | 0109411102 5850 | Foundation Instr Beechwood / Admission Fees |
| H22R0378 | AMTRAK GROUP SALES | 166.00 | 166.00 | 0109411102 5850 | Foundation Instr Beechwood / Admission Fees |
| H22R0379 | ADVANCED KEYBOARD | 273.28 | 273.28 | 0112154101 4310 | Special Day Class MS Instr / Materials and Supplies Instr |
| H22R0380 | APPLE COMPUTER INC. | 2,508.24 | 518.45 | 0111618101 4310 | Donation Instruction Laguna Rd / Materials and Supplies |
| | | | 1,243.62 | 0130218107 4310 | Econ Impact Aid PY Laguna Rd / Materials and Supplies |
| | | | 746.17 | 0130418109 4310 | Site Discr Instr Laguna Road / Materials and Supplies Instr |

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/12/2013

FROM 09/24/2013 TO 10/22/2013

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|------------------|--------------------------------|-----------------|-----------------------|-----------------------|--|
| H22R0381 | DAISY IT | 101.04 | 101.04 | 0140155239 4350 | Curriculum Development Discret / Materials and Supplies |
| H22R0382 | AMAZON.COM | 620.46 | 620.46 | 0111555103 4310 | Gifted and Talented Education / Materials and Supplies |
| H22R0383 | LA HABRA HIGH SCHOOL | 1,858.50 | 1,858.50 | 0110316109 5850 | Reimburse Hermosa Disc / Admission Fees |
| H22R0384 | IMAGINE LEARNING INC | 1,620.00 | 1,620.00 | 0130212101 4310 | Econ Impact Aid Commonwealth / Materials and Supplies |
| H22R0385 | EYRE, GABRIELA | 29.32 | 29.32 | 0111621101 4310 | Donation Instr Orangethorpe / Materials and Supplies Instr |
| H22R0386 | CALIFORNIA SCIENCE CENTER FOUN | 25.00 | 25.00 | 0109411102 5850 | Foundation Instr Beechwood / Admission Fees |
| H22R0387 | SWENSON, DAVID | 1,036.00 | 621.60 | 0121220101 5805 | Title I Nicolas Instruction / Consultants |
| | | | 414.40 | 0130420109 5805 | Site Disc Instruction Nicolas / Consultants |
| H22R0388 | PETTINICCHIO, SUSAN | 1,809.56 | 1,809.56 | 0111612111 4310 | Donation Autism Commonwealth / Materials and Supplies |
| H22R0389 | COLONIAL CHESTERFIELD AT RILEY | 278.40 | 278.40 | 0109411102 5850 | Foundation Instr Beechwood / Admission Fees |
| H22R0390 | CALIFORNIA WEEKLY EXPLORER INC | 1,045.00 | 1,045.00 | 0109411102 5850 | Foundation Instr Beechwood / Admission Fees |
| H22R0391 | LRP PUBLICATIONS | 6,198.00 | 6,198.00 | 0142054201 4350 | Special Ed Administration / Materials and Supplies Office |
| H22R0392 | GEIMER, LAURA | 96.00 | 96.00 | 1231019101 5880 | Preschool Instruction / Fingerprinting |
| H22R0393 | PINNACLE RADIO INC | 2,160.00 | 2,160.00 | 8152451741 6410 | Property and Liability / New Equip Less Than \$10,000 |
| H22R0394 | AMAZON.COM | 53.99 | 53.99 | 0124754101 4310 | Low Incidence Materials / Materials and Supplies Instr |
| H22R0395 | APPLE COMPUTER INC. | 358.32 | 358.32 | 0124754101 4310 | Low Incidence Materials / Materials and Supplies Instr |
| H22R0396 | OFFICE DEPOT BUSINESS SERVICE | 572.03 | 572.03 | 0152151749 4350 | Personnel Serv Certificated DC / Materials and Supplies |
| H22R0397 | MULTI HEALTH SYSTEMS | 168.74 | 168.74 | 0125554321 4315 | LEA Medi Cal Reimb Psych / Materials Test Kits Protocols |
| H22R0398 | MATHCOUNTS FOUNDATION | 240.00 | 240.00 | 0111630101 4310 | Donation Discretionary Fisler / Materials and Supplies Instr |
| H22R0399 | MAX INTERACTIVE INC | 171.73 | 171.73 | 0144157259 4363 | Laptop Program Inform System / Materials and Supplies |
| H22R0400 | ELWOOD, AMY | 150.00 | 150.00 | 0121221101 4310 | Title I Orangethorpe Instr / Materials and Supplies Instr |
| H22R0401 | LA HABRA HIGH SCHOOL | 750.00 | 750.00 | 0111610101 5850 | Donation Instr Acacia / Admission Fees |
| H22R0402 | SOK-HUYNH, DEVI | 47.96 | 47.96 | 0121219101 4310 | Title I Maple Instruction / Materials and Supplies Instr |
| H22R0403 | DICK BLICK ART MATERIALS | 145.75 | 145.75 | 0141555109 4310 | Fine Arts Resource Instr / Materials and Supplies Instr |

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/12/2013

FROM 09/24/2013 TO 10/22/2013

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|------------------|--------------------------------|-----------------|-----------------------|-----------------------|--|
| H22R0404 | AMAZON.COM | 160.88 | 160.88 | 0124854271 4350 | Spec Ed Preschool Admin / Materials and Supplies Office |
| H22R0405 | AMAZON.COM | 311.49 | 311.49 | 0151354341 4350 | Health Services / Materials and Supplies Office |
| H22R0406 | VMWARE INC | 7,104.00 | 7,104.00 | 0140955249 5900 | Info Systems Serv Media DC / Communications |
| H22R0407 | PINNACLE RADIO INC | 447.00 | 447.00 | 0150454391 4350 | Sp Ed Mental Hlth Guidance / Materials and Supplies |
| H22R0408 | DAISY IT | 657.53 | 657.53 | 0124854271 4350 | Spec Ed Preschool Admin / Materials and Supplies Office |
| H22R0409 | GANDER PUBLISHING | 915.84 | 915.84 | 0121252101 4310 | Title I District Instruction / Materials and Supplies Instr |
| H22R0410 | FULLERTON COLLABORATIVE | 1,000.00 | 1,000.00 | 0107355101 5310 | Rotary Grant Instr / Dues and Memberships |
| H22R0411 | EBSCO | 1,102.00 | 1,102.00 | 0130423109 4310 | Site Discr Instruction Parks / Materials and Supplies Instr |
| H22R0412 | WESTMINSTER SCHOOL DISTRICT | 27,671.79 | 27,671.79 | 0109555101 4310 | Educ Services Donations Instr / Materials and Supplies Instr |
| H22R0413 | AMAZON.COM | 43.98 | 43.98 | 0125554101 4310 | LEA Medi Cal Reimburse Speech / Materials and Supplies |
| H22R0414 | B AND H PHOTO VIDEO INC | 1,348.54 | 1,348.54 | 0141655101 4310 | Fine Arts Donations Instr / Materials and Supplies Instr |
| H22R0415 | APPLE COMPUTER INC. | 867.84 | 867.84 | 0130222101 4310 | Econ Impact Aid Pacific Drive / Materials and Supplies |
| H22R0416 | APPLE COMPUTER INC. | 4,123.20 | 4,123.20 | 0122421101 4310 | Title III Ltd Engl Orangethrpe / Materials and Supplies Inst |
| H22R0417 | ORANGE CNTY DEPARTMENT OF EDUC | 265.00 | 265.00 | 0111611121 4310 | Math Science Olympiad Beechwd / Materials and Supplies |
| H22R0418 | MILLER, PAMELA | 215.95 | 215.95 | 0130411109 4310 | Site Discr Instruction Beechwd / Materials and Supplies |
| H22R0419 | RANCHO SANTIAGO COMMUNITY | 678.00 | 678.00 | 0111630101 5850 | Donation Discretionary Fisler / Admission Fees |
| H22R0420 | CRISIS PREVENTION INSTITUTE IN | 1,720.08 | 1,720.08 | 0112154101 4310 | Special Day Class MS Instr / Materials and Supplies Instr |
| H22R0421 | RICHMAN ELEMENTARY SCHOOL PTA | 1,000.00 | 1,000.00 | 0130225101 4310 | Economic Impact Aid Richman / Materials and Supplies |
| H22R0422 | CDW.G | 84.05 | 84.05 | 0111615101 4310 | Donation Instruct Golden Hill / Materials and Supplies Instr |
| H22R0423 | AMAZON.COM | 280.48 | 280.48 | 0109555101 4310 | Educ Services Donations Instr / Materials and Supplies Instr |
| H22R0424 | VEGA, ANGELA | 28.46 | 28.46 | 0121225101 4310 | Title I Richman Instruction / Materials and Supplies Instr |
| H22R0425 | SPEECH CORNER | 60.48 | 60.48 | 0125554101 4310 | LEA Medi Cal Reimburse Speech / Materials and Supplies |
| H22R0426 | JANELLE PUBLICATIONS | 74.34 | 74.34 | 0125554101 4310 | LEA Medi Cal Reimburse Speech / Materials and Supplies |
| H22R0427 | LINGUI SYSTEMS INC | 155.32 | 155.32 | 0125554101 4310 | LEA Medi Cal Reimburse Speech / Materials and Supplies |

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/12/2013

FROM 09/24/2013 TO 10/22/2013

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|------------------|--------------------------------|-----------------|-----------------------|-----------------------|--|
| H22R0428 | MEX RESTAURANT INC | 680.00 | 680.00 | 0130452219 4350 | Central DiscrInstr Supervision / Materials and Supplies Offi |
| H22R0429 | DICK BLICK ART MATERIALS | 77.44 | 77.44 | 0141555109 4310 | Fine Arts Resource Instr / Materials and Supplies Instr |
| H22R0430 | WOODWIND AND THE BRASSWIND, TH | 699.84 | 699.84 | 0141555109 4310 | Fine Arts Resource Instr / Materials and Supplies Instr |
| H22R0431 | VERIZON WIRELESS | 89.99 | 89.99 | 8152451741 4350 | Property and Liability / Materials and Supplies Office |
| H22T0002 | AEROMARK | 41.31 | 19.83 | 0156556369 4350 | Home to Sch Transportation DC / Materials and Supplies |
| | | | 21.48 | 0156656369 4350 | Transportation Special Ed DC / Materials and Supplies |
| H22V0045 | PACIFIC ARTGLASS CORPORATION | 1,053.00 | 1,053.00 | 0141655101 6410 | Fine Arts Donations Instr / New Equip Less Than \$10,000 |
| H22V0046 | LENOVO INC | 14,837.53 | 14,837.53 | 0140955249 6410 | Info Systems Serv Media DC / New Equip Less Than |
| H22V0047 | TROXELL COMMUNICATIONS | 1,073.52 | 1,073.52 | 0130420109 6410 | Site Discr Instruction Nicolas / New Equip Less Than |
| H22V0048 | TROXELL COMMUNICATIONS | 1,010.88 | 500.00 | 0108622109 6410 | Transitional KinderInstr PacDr / New Equip Less Than |
| | | | 505.44 | 0108627109 6410 | Trans Kinder Instr Sunset Lane / New Equip Less Than |
| | | | 5.44 | 0140155239 6410 | Curriculum Development Discret / New Equip Less Than |
| H22V0049 | APPLE COMPUTER INC. | 3,954.76 | 2,803.84 | 0111627101 6410 | After School Program Sunset Ln / New Equip Less Than |
| | | | 575.46 | 0130227101 6410 | Econ Impact Aid Sunset Lane / New Equip Less Than |
| | | | 575.46 | 0130427109 6410 | Site Discr Instr Sunset Lane / New Equip Less Than |
| H22V0050 | TROXELL COMMUNICATIONS | 1,289.52 | 1,289.52 | 2567150851 6410 | Facilities / New Equip Less Than \$10,000 |
| H22V0051 | APPLE COMPUTER INC. | 1,259.92 | 73.00 | 0134352103 4310 | Community Based Engl TutorInst / Materials and Supplies |
| | | | 1,186.92 | 0134352103 6410 | Community Based Engl TutorInst / New Equip Less Than |
| H22V0052 | VALMAR, SERGIO | 1,857.60 | 432.00 | 0134352103 4310 | Community Based Engl TutorInst / Materials and Supplies |
| | | | 1,425.60 | 0134352103 6410 | Community Based Engl TutorInst / New Equip Less Than |
| H22V0053 | TROXELL COMMUNICATIONS | 1,736.92 | 1,736.92 | 0142054201 6410 | Special Ed Administration / New Equip Less Than \$10,000 |
| H22V0054 | CHALK SPINNER LLC | 1,222.86 | 314.28 | 0134352103 4310 | Community Based Engl TutorInst / Materials and Supplies |
| | | | 908.58 | 0134352103 6410 | Community Based Engl TutorInst / New Equip Less Than |
| H22V0055 | APPLE COMPUTER INC. | 15,285.96 | 15,285.96 | 0141655101 6410 | Fine Arts Donations Instr / New Equip Less Than \$10,000 |
| H22V0056 | COMMUNITY PLAYTHINGS | 2,187.00 | 1,452.60 | 0134352103 4310 | Community Based Engl TutorInst / Materials and Supplies |
| | | | 734.40 | 0134352103 6410 | Community Based Engl TutorInst / New Equip Less Than |

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/12/2013

FROM 09/24/2013 TO 10/22/2013

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|------------------|--------------------------------|-----------------|-----------------------|-----------------------|---|
| H22V0057 | TROXELL COMMUNICATIONS | 1,568.16 | 848.00 | 0111928101 6410 | Phelps Grant Valencia Park / New Equip Less Than |
| | | | 720.16 | 0121228101 6410 | Title I Valencia Park / New Equip Less Than \$10,000 |
| H22V0058 | THOMAS PARTITIONS AND SPECIALT | 2,576.80 | 2,576.80 | 0112154101 6410 | Special Day Class MS Instr / New Equip Less Than |
| H22V0059 | INTELESYSONE INC | 17,334.52 | 17,334.52 | 4064650851 6550 | Redevelp Pass Through Admin / Repl Equip Greater Than |
| H22V0060 | APPLE COMPUTER INC. | 7,121.52 | 6,665.00 | 0111916101 6410 | Phelps Grant Hermosa Dr / New Equip Less Than \$10,000 |
| | | | 456.52 | 0130416249 6410 | Site Discr Media Hermosa Dr / New Equip Less Than |
| H22V0061 | APPLE COMPUTER INC. | 1,248.12 | 1,248.12 | 0130222101 6410 | Econ Impact Aid Pacific Drive / New Equip Less Than |
| H22V0062 | UPTIME BUSINESS PRODUCTS | 1,319.61 | 534.61 | 0110318109 6410 | Reimburse Laguna Disc / New Equip Less Than \$10,000 |
| | | | 785.00 | 0111618101 6410 | Donation Instruction Laguna Rd / New Equip Less Than |
| H22X0266 | NIGRO AND NIGRO PC | 47,000.00 | 47,000.00 | 0152550739 5835 | Districtwide Financial Audit / Audit |
| H22X0267 | PRINT AND FINISHING SOLUTIONS | 1,500.00 | 1,000.00 | 0151955769 4350 | Copy Center Discretionary / Materials and Supplies Office |
| | | | 500.00 | 0151955769 5640 | Copy Center Discretionary / Repairs by Vendors |
| H22X0268 | ARBIZZI, DANIELA | 15,000.00 | 7,500.00 | 0134352103 5805 | Community Based Engl TutorInst / Consultants |
| | | | 7,500.00 | 1231019101 5805 | Preschool Instruction / Consultants |
| H22X0269 | COSTCO WHOLESALE | 1,000.00 | 1,000.00 | 0109555271 4350 | Educ Services Donations Admin / Materials and Supplies |
| H22X0270 | AMERICAN RED CROSS | 5,000.00 | 5,000.00 | 0151354341 5800 | Health Services / Other Contracted Services |
| H22X0271 | SMART AND FINAL STORES CORPORA | 1,000.00 | 1,000.00 | 0109555271 4350 | Educ Services Donations Admin / Materials and Supplies |
| H22X0272 | STAPLES 025724519 | 500.00 | 500.00 | 0109555271 4350 | Educ Services Donations Admin / Materials and Supplies |
| H22X0273 | CM SCHOOL SUPPLY COMPANY | 700.00 | 700.00 | 0109555271 4350 | Educ Services Donations Admin / Materials and Supplies |
| H22X0274 | SOULY, WILFRIED G. | 2,000.00 | 2,000.00 | 0125852101 5805 | Project CREATE Instruction / Consultants |
| H22X0275 | SCHULZE, ELLEN MARIE | 9,000.00 | 9,000.00 | 0141555109 5805 | Fine Arts Resource Instr / Consultants |
| H22X0276 | AVID CENTER | 3,385.00 | 3,385.00 | 0130452109 5899 | Central Discr Instruction / Other Expenses |
| H22X0277 | COSTCO WHOLESALE | 500.00 | 500.00 | 1220652101 4310 | Federal PreSchool Match Instr / Materials and Supplies |
| H22X0278 | COSTCO WHOLESALE | 500.00 | 500.00 | 1220652101 4310 | Federal PreSchool Match Instr / Materials and Supplies |
| H22X0279 | COSTCO WHOLESALE | 500.00 | 500.00 | 1220652101 4310 | Federal PreSchool Match Instr / Materials and Supplies |

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/12/2013

FROM 09/24/2013 TO 10/22/2013

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|------------------|------------------|-----------------|-----------------------|-----------------------|--|
| H22X0280 | COSTCO WHOLESALE | 500.00 | 500.00 | 1220652101 4310 | Federal PreSchool Match Instr / Materials and Supplies |
| H22X0281 | COSTCO WHOLESALE | 500.00 | 500.00 | 1220652101 4310 | Federal PreSchool Match Instr / Materials and Supplies |
| H22X0282 | COSTCO WHOLESALE | 500.00 | 500.00 | 1220652101 4310 | Federal PreSchool Match Instr / Materials and Supplies |
| H22X0283 | COSTCO WHOLESALE | 500.00 | 500.00 | 1220652101 4310 | Federal PreSchool Match Instr / Materials and Supplies |
| H22X0284 | COSTCO WHOLESALE | 500.00 | 500.00 | 1220652101 4310 | Federal PreSchool Match Instr / Materials and Supplies |
| H22X0285 | COSTCO WHOLESALE | 500.00 | 500.00 | 1208127101 4310 | Preschool Inst Sunset Lane / Materials and Supplies Instr |
| H22X0286 | COSTCO WHOLESALE | 500.00 | 500.00 | 1208111101 4310 | Preschool Instr Beechwood / Materials and Supplies Instr |
| H22X0287 | STATER BROS | 250.00 | 250.00 | 1231852101 4310 | Pre K Family Literacy Instr / Materials and Supplies Instr |
| H22X0288 | STATER BROS | 250.00 | 250.00 | 1231852101 4310 | Pre K Family Literacy Instr / Materials and Supplies Instr |
| H22X0289 | STATER BROS | 250.00 | 250.00 | 1231852101 4310 | Pre K Family Literacy Instr / Materials and Supplies Instr |
| H22X0290 | STATER BROS | 250.00 | 250.00 | 1231852101 4310 | Pre K Family Literacy Instr / Materials and Supplies Instr |
| H22X0291 | STATER BROS | 250.00 | 250.00 | 1231852101 4310 | Pre K Family Literacy Instr / Materials and Supplies Instr |
| H22X0292 | STATER BROS | 250.00 | 250.00 | 1231852101 4310 | Pre K Family Literacy Instr / Materials and Supplies Instr |
| H22X0293 | STATER BROS | 250.00 | 250.00 | 1231852101 4310 | Pre K Family Literacy Instr / Materials and Supplies Instr |
| H22X0294 | COSTCO WHOLESALE | 500.00 | 500.00 | 1208510101 4310 | Childcare Instr Acacia / Materials and Supplies Instr |
| H22X0295 | COSTCO WHOLESALE | 500.00 | 500.00 | 1208511101 4310 | Childcare Instr Beechwood / Materials and Supplies Instr |
| H22X0296 | COSTCO WHOLESALE | 500.00 | 500.00 | 1208513101 4310 | Childcare Instr Fern Dr / Materials and Supplies Instr |
| H22X0297 | COSTCO WHOLESALE | 500.00 | 500.00 | 1208516101 4310 | Childcare Instr Hermosa Drive / Materials and Supplies |
| H22X0298 | COSTCO WHOLESALE | 500.00 | 500.00 | 1208518101 4310 | Childcare Instr Laguna Road / Materials and Supplies Instr |
| H22X0299 | COSTCO WHOLESALE | 500.00 | 500.00 | 1208526101 4310 | Childcare Instr Rolling Hills / Materials and Supplies Instr |
| H22X0300 | COSTCO WHOLESALE | 500.00 | 500.00 | 1208527101 4310 | Childcare Instr Sunset Lane / Materials and Supplies Instr |
| H22X0301 | COSTCO WHOLESALE | 500.00 | 500.00 | 1208530101 4310 | Childcare Instr Fisler / Materials and Supplies Instr |
| H22X0302 | STATER BROS | 250.00 | 250.00 | 1208510101 4310 | Childcare Instr Acacia / Materials and Supplies Instr |
| H22X0303 | STATER BROS | 250.00 | 250.00 | 1208511101 4310 | Childcare Instr Beechwood / Materials and Supplies Instr |

**FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/12/2013**

FROM 09/24/2013 TO 10/22/2013

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|------------------|------------------------------|-----------------|-----------------------|-----------------------|--|
| H22X0304 | STATER BROS | 250.00 | 250.00 | 1208513101 4310 | Childcare Instr Fern Dr / Materials and Supplies Instr |
| H22X0305 | STATER BROS | 250.00 | 250.00 | 1208530101 4310 | Childcare Instr Fisler / Materials and Supplies Instr |
| H22X0306 | STATER BROS | 250.00 | 250.00 | 1208516101 4310 | Childcare Instr Hermosa Drive / Materials and Supplies |
| H22X0307 | STATER BROS | 250.00 | 250.00 | 1208518101 4310 | Childcare Instr Laguna Road / Materials and Supplies Instr |
| H22X0308 | STATER BROS | 250.00 | 250.00 | 1208526101 4310 | Childcare Instr Rolling Hills / Materials and Supplies Instr |
| H22X0309 | STATER BROS | 250.00 | 250.00 | 1208527101 4310 | Childcare Instr Sunset Lane / Materials and Supplies Instr |
| H22X0310 | STATER BROS | 250.00 | 250.00 | 1208111101 4310 | Preschool Instr Beechwood / Materials and Supplies Instr |
| H22X0311 | STATER BROS | 250.00 | 250.00 | 1208127101 4310 | Preschool Inst Sunset Lane / Materials and Supplies Instr |
| H22X0312 | STATER BROS | 250.00 | 250.00 | 1231852101 4310 | Pre K Family Literacy Instr / Materials and Supplies Instr |
| H22X0313 | METROLINK | 22,000.00 | 22,000.00 | 0161050721 5899 | Other Benefits / Other Expenses |
| H22X0314 | CM SCHOOL SUPPLY COMPANY | 200.00 | 200.00 | 0134025101 4310 | EISS Instruction Richman / Materials and Supplies Instr |
| H22X0315 | ARIJ, MARIA L | 12,500.00 | 12,500.00 | 0141555109 5805 | Fine Arts Resource Instr / Consultants |
| H22X0316 | VERIZON WIRELESS | 448.00 | 448.00 | 0140955249 5900 | Info Systems Serv Media DC / Communications |
| H22X0317 | LAKESHORE LEARNING | 5,200.00 | 5,200.00 | 0134025101 4310 | EISS Instruction Richman / Materials and Supplies Instr |
| H22X0318 | LACY, JESSICA | 11,500.00 | 11,500.00 | 0141555109 5805 | Fine Arts Resource Instr / Consultants |
| H22X0319 | ANDERSON, VERONICA | 12,500.00 | 12,500.00 | 0141555109 5805 | Fine Arts Resource Instr / Consultants |
| H22Y0037 | DIESEL SPECIALISTS INC | 500.00 | 500.00 | 0156556369 4360 | Home to Sch Transportation DC / Materials and Supplies |
| H22Y0038 | NORTHERN TOOL & EQUIPMENT CO | 500.00 | 500.00 | 0156556369 4360 | Home to Sch Transportation DC / Materials and Supplies |
| H22Y0039 | MCCOY AND MILLS FORD | 500.00 | 500.00 | 0156556369 4360 | Home to Sch Transportation DC / Materials and Supplies |
| H22Y0040 | WESTRUX | 500.00 | 500.00 | 0156556369 4360 | Home to Sch Transportation DC / Materials and Supplies |
| H22Y0041 | TOPS AUTO SUPPLY | 500.00 | 500.00 | 0156556369 4360 | Home to Sch Transportation DC / Materials and Supplies |
| H22Y0042 | GORM INC | 500.00 | 500.00 | 0156556369 4360 | Home to Sch Transportation DC / Materials and Supplies |
| H22Y0043 | LEE AND SON ALIGNMENT | 400.00 | 200.00 | 0156556369 4360 | Home to Sch Transportation DC / Materials and Supplies |
| | | | 200.00 | 0156556369 5640 | Home to Sch Transportation DC / Repairs by Vendors |

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/12/2013

FROM 09/24/2013 TO 10/22/2013

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|------------------|---|-------------------|-----------------------|-----------------------|--|
| H22Y0044 | QUALITY GLASS | 1,000.00 | 1,000.00 | 0156556369 4360 | Home to Sch Transportation DC / Materials and Supplies |
| H22Y0045 | RAL COMPANY | 1,000.00 | 1,000.00 | 0156556369 4361 | Home to Sch Transportation DC / Materials and Supplies |
| H22Y0046 | SPEEDE SPEEDOMETER AND | 500.00 | 500.00 | 0156556369 4360 | Home to Sch Transportation DC / Materials and Supplies |
| H22Y0047 | TRUCPARCO | 500.00 | 500.00 | 0156556369 4360 | Home to Sch Transportation DC / Materials and Supplies |
| H22Y0048 | PACIFIC COACHWAYS | 20,000.00 | 20,000.00 | 0156556369 5851 | Home to Sch Transportation DC / Field Trip Outside |
| H22Y0049 | TRANSPORTATION CHARTER | 20,000.00 | 20,000.00 | 0156556369 5851 | Home to Sch Transportation DC / Field Trip Outside |
| H22Y0050 | ORANGE UNIFIED SCHOOL DISTRICT | 25,000.00 | 25,000.00 | 0156556369 5851 | Home to Sch Transportation DC / Field Trip Outside |
| H22Y0051 | SILVER STATE COACH INC | 10,000.00 | 10,000.00 | 0156556369 5851 | Home to Sch Transportation DC / Field Trip Outside |
| | Fund 01 Total: | 473,607.05 | | | |
| | Fund 12 Total: | 46,434.16 | | | |
| | Fund 14 Total: | 11,567.74 | | | |
| | Fund 25 Total: | 3,076.49 | | | |
| | Fund 40 Total: | 17,334.52 | | | |
| | Fund 81 Total: | 2,249.99 | | | |
| | Total Amount of Purchase Orders: | 554,269.95 | | | |

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES **11/12/2013**

FROM 09/24/2013 TO 10/22/2013

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>CHANGE AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|------------------|--------------------------------|-----------------|----------------------|-----------------------|--|
| H22D0190 | RENAISSANCE LEARNING INC | 45.85 | +4.53 | 0130225101 4310 | Economic Impact Aid Richman / Materials and Supplies Instr |
| H22M0034 | MTGL INC | 23,000.00 | +9,452.00 | 2567110859 5805 | Facilities Improvement Acacia / Consultants |
| | | | +551.00 | 2567111859 5805 | Facilities Improvement Beechwd / Consultants |
| | | | +708.00 | 2567112859 5805 | Facilities Improvement CW / Consultants |
| | | | +76.00 | 2567113859 5805 | Facilities Improvement Fern / Consultants |
| | | | +436.00 | 2567115859 5805 | Facilities Improvement Golden / Consultants |
| | | | +76.00 | 2567118859 5805 | Facilities Improvement Laguna / Consultants |
| | | | +724.00 | 2567128859 5805 | FacilitiesImprovement Valencia / Consultants |
| H22M0079 | UNIVERSAL ASPHALT COMPANY | 108,500.00 | -75,000.00 | 4064650851 6100 | Redevelop Pass Through Admin / Sites and Site Improvements |
| H22X0008 | SOUTHWEST SCHOOL SUPPLY | 9,900.00 | +1,900.00 | 0121221101 4310 | Title I Orangethorpe Instr / Materials and Supplies Instr |
| H22X0021 | SOUTHWEST SCHOOL SUPPLY | 12,000.00 | +3,000.00 | 0130423109 4310 | Site Discr Instruction Parks / Materials and Supplies Instr |
| H22X0023 | SOUTHWEST SCHOOL SUPPLY | 9,000.00 | +1,000.00 | 0130411109 4310 | Site Discr Instruction Beechwd / Materials and Supplies Inst |
| H22X0055 | SMART AND FINAL STORES CORPORA | 1,500.00 | +1,000.00 | 0130225101 4310 | Economic Impact Aid Richman / Materials and Supplies Instr |
| H22X0067 | CHIDESTER AND ASSOCIATES, MAR | 165,000.00 | +65,000.00 | 0152151749 5825 | Personnel Serv Certificated DC / Legal Assistance |
| H22X0090 | KONICA MINOLTA BUSINESS SOLUTI | 19,796.00 | +856.00 | 0121221101 5640 | Title I Orangethorpe Instr / Repairs by Vendors |
| H22X0126 | SMART AND FINAL STORES CORPORA | 1,500.00 | +1,000.00 | 0140155239 4350 | Curriculum Development Discret / Materials and Supplies |
| H22X0128 | COSTCO WHOLESALE | 1,500.00 | +1,000.00 | 0140155239 4350 | Curriculum Development Discret / Materials and Supplies |
| H22X0129 | SOUTHWEST SCHOOL SUPPLY | 3,400.00 | +1,000.00 | 0109555271 4350 | Educ Services Donations Admin / Materials and Supplies |
| | | | +1,000.00 | 0140155239 4350 | Curriculum Development Discret / Materials and Supplies |
| H22X0142 | ALLIED INTERPRETING SERVICES I | 10,000.00 | +7,000.00 | 0171054101 5866 | Outside Services NPA NPS / Nonpublic Agency Services |
| H22X0153 | PARADIGM HEALTHCARE SERVICES L | 100,000.00 | +70,000.00 | 0125554721 5805 | LEA Medi Cal Reimbursement / Consultants |
| H22X0250 | COSTCO WHOLESALE | 3,000.00 | +1,000.00 | 0132952101 4310 | Aftr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst |
| H22Y0021 | A-Z BUS SALES | 1,500.00 | +1,000.00 | 0156556369 4360 | Home to Sch Transportation DC / Materials and Supplies |
| H22Y0025 | FULLERTON SMOG CENTER | 1,500.00 | +500.00 | 0156556369 5640 | Home to Sch Transportation DC / Repairs by Vendors |

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES **11/12/2013**

FROM 09/24/2013 TO 10/22/2013

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>CHANGE AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|------------------|-------------------|---------------------------------------|----------------------|-----------------------|---|
| H22Z0016 | FRY'S ELECTRONICS | 2,300.00 | +1,300.00 | 0153353819 4363 | Plant Maintenance DC / Materials and Supplies Repairs |
| | | Fund 01 Total: | 157,560.53 | | |
| | | Fund 25 Total: | 12,023.00 | | |
| | | Fund 40 Total: | -75,000.00 | | |
| | | Total Amount of Change Orders: | 94,583.53 | | |

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

11/12/2013

FROM 09/24/2013 TO 10/22/2013

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|------------------|---|------------------|-----------------------|-----------------------|--|
| H22X0202 | POLL, SARI ROSE | 3,850.00 | 3,850.00 | 0141555109 5805 | Fine Arts Resource Instr / Consultants |
| H22X0207 | WOODS, MARLYS | 11,000.00 | 11,000.00 | 0141555109 5805 | Fine Arts Resource Instr / Consultants |
| H22X0212 | PATTEN, KIMBERLY ANN | 10,000.00 | 10,000.00 | 0141555109 5805 | Fine Arts Resource Instr / Consultants |
| | Fund 01 Total: | 24,850.00 | | | |
| | Total Amount of Purchase Orders: | 24,850.00 | | | |

CONSENT ITEM

DATE: November 12, 2013
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Susan Hume, Assistant Superintendent, Business Services
PREPARED BY: Kenyatta Turner, Director, Nutrition Services
SUBJECT: APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS
NUMBERED 160281 THROUGH 160363 FOR THE 2013/2014 SCHOOL
YEAR

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated September 24, 2013 through October 21, 2013, contains purchase orders numbered 160281 through 160363 for the 2013/2014 school year totaling \$459,123.18. Purchase order numbered 160304 was voided.

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

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

Funding: Nutrition Services Fund (13).

Recommendation: Approve/Ratify Nutrition Services purchase orders numbered 160281 through 160363 for the 2013/2014 school year.

SH:KT:dlh
Attachment

Schedule of Open / Out of Date Sequence/ Processed Food
Commodity
Purchase Order Report
09-24-13 through 10-21-13

| Date | Vendor | PO Number | Category | Amount |
|---|-----------------|-----------|----------------|----------------------|
| Open Purchase Orders | | | | |
| Amount Not To Exceed | | | | |
| 9/27/2013 | Hollandia Dairy | 160293 | Dairy Products | 5,000.00 |
| 9/27/2013 | Hollandia Dairy | 160294 | Dairy Products | 5,000.00 |
| 9/27/2013 | Hollandia Dairy | 160295 | Dairy Products | 5,000.00 |
| 9/27/2013 | Hollandia Dairy | 160296 | Dairy Products | 5,000.00 |
| 9/27/2013 | Hollandia Dairy | 160297 | Dairy Products | 5,000.00 |
| 9/27/2013 | Hollandia Dairy | 160298 | Dairy Products | 5,000.00 |
| 9/27/2013 | Hollandia Dairy | 160299 | Dairy Products | 6,000.00 |
| 9/27/2013 | Hollandia Dairy | 160300 | Dairy Products | 5,000.00 |
| 9/27/2013 | Hollandia Dairy | 160301 | Dairy Products | 5,000.00 |
| 9/27/2013 | Hollandia Dairy | 160302 | Dairy Products | 6,000.00 |
| 9/27/2013 | Hollandia Dairy | 160303 | Dairy Products | 6,000.00 |
| 9/27/2013 | Hollandia Dairy | 160305 | Dairy Products | 5,000.00 |
| 9/27/2013 | Hollandia Dairy | 160306 | Dairy Products | 6,000.00 |
| 9/27/2013 | Hollandia Dairy | 160307 | Dairy Products | 5,000.00 |
| 9/27/2013 | Hollandia Dairy | 160308 | Dairy Products | 6,000.00 |
| TOTAL OPEN PURCHASE ORDERS | | | | 80,000.00 |
| Processed Food & Commodity P.O.'s | | | | |
| NONE | | | | |
| Total OPEN Purchase Orders (from this page & page 2) | | | | \$ 112,000.00 |
| Total Purchase Orders Out of Date Sequence | | | | - |
| Total Processed Food & Commodity P.O.'s | | | | - |
| Total Purchase Orders from Purchase Order Detail Report | | | | 347,123.18 |
| TOTAL PURCHASE ORDERS | | | | \$ 459,123.18 |

Schedule of Open / Out of Date Sequence/ Processed Food
Commodity
Purchase Order Report
09-24-13 through 10-21-13

| Date | Vendor | PO Number | Category | Amount |
|--|-----------------|-----------|----------------|---------------------|
| Open Purchase Orders | | | | |
| Amount Not To Exceed | | | | |
| 9/27/2013 | Hollandia Dairy | 160309 | Dairy Products | 5,000.00 |
| 9/27/2013 | Hollandia Dairy | 160310 | Dairy Products | 5,000.00 |
| 9/27/2013 | Hollandia Dairy | 160311 | Dairy Products | 5,000.00 |
| 9/27/2013 | Hollandia Dairy | 160312 | Dairy Products | 5,000.00 |
| 9/27/2013 | Hollandia Dairy | 160313 | Dairy Products | 5,000.00 |
| 9/27/2013 | Hollandia Dairy | 160314 | Dairy Products | 7,000.00 |
| | | | | |
| TOTAL OPEN PURCHASE ORDERS (Page 2) | | | | \$ 32,000.00 |

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 9/24/2013 and 10/21/2013

| Vendor Name | | PO No. | P.O. Date | Date Needed | Revised Needed Date | Account No. | Use Vendor Numbers |
|------------------------------------|------|----------|--|-------------|----------------------|-------------|--------------------------|
| A & R Wholesale Distributors, Inc. | | 160337 | 10/14/2013 | 10/16/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 66 | case | 7225 | Cinnamon Roll, Whl Wht,Good Earth//70145 IW 36/cas | \$14.1800 | \$935.88 | | |
| | | | | | Sales Tax: | \$0.00 | |
| | | | | | P.O. Total: | \$935.88 | |
| | | | | | Vendor Total: | \$935.88 | |

| Vendor Name | | PO No. | P.O. Date | Date Needed | Revised Needed Date | Account No. | Use Vendor Numbers |
|----------------|------|----------|---------------|-------------|----------------------|-------------|--------------------------|
| Hobart Service | | 160330 | 10/9/2013 | 10/9/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 0.25 | hr | 1 | Labor Charge | \$116.0000 | \$29.00 | | |
| 1 | ea | 1 | Travel Charge | \$131.0000 | \$131.00 | | |
| | | | | | Sales Tax: | \$0.00 | |
| | | | | | P.O. Total: | \$160.00 | |
| | | | | | Vendor Total: | \$160.00 | |

| Vendor Name | | PO No. | P.O. Date | Date Needed | Revised Needed Date | Account No. | Use Vendor Numbers |
|----------------|------|----------|--|-------------|----------------------|-------------|--------------------------|
| CDW Government | | 160346 | 10/17/2013 | 10/25/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 3 | EA | 2468266 | Hard Drive, SEA 500GB Barr 3.5 SATA 7.2K | \$51.5700 | \$154.71 | | |
| 16 | EA | 2711569 | Hard Drive, SEA 500GB MOM Thin 2.5 SATA 5.4K | \$56.7500 | \$908.00 | | |
| | | | | | Sales Tax: | \$85.02 | |
| | | | | | P.O. Total: | \$1,147.73 | |
| | | | | | Vendor Total: | \$1,147.73 | |

| Vendor Name | | PO No. | P.O. Date | Date Needed | Revised Needed Date | Account No. | Use Vendor Numbers |
|---------------------------|------|----------|--|---------------|----------------------|--------------|--------------------------|
| Fullerton School District | | 160331 | 10/10/2013 | 10/31/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 1 | ea | 1 | Estimated Payroll per October Bitech Report | 200,000.0000 | \$200,000.00 | | |
| 1 | ea | 1 | Estimated Dist. Exp. per October Bitech Report | \$20,000.0000 | \$20,000.00 | | |
| | | | | | Sales Tax: | \$0.00 | |
| | | | | | P.O. Total: | \$220,000.00 | |
| | | | | | Vendor Total: | \$220,000.00 | |

| Vendor Name | | PO No. | P.O. Date | Date Needed | Revised Needed Date | Account No. | Use Vendor Numbers |
|----------------------|------|----------|----------------------|-------------|---------------------|-------------|--------------------------|
| Gold Star Foods Inc. | | 160282 | 9/24/2013 | 9/27/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 3 | case | 1 | GS 400974 Turkey Ham | \$25.8900 | \$77.67 | | |
| | | | | | Sales Tax: | \$0.00 | |
| | | | | | P.O. Total: | \$77.67 | |

| Vendor Name | | PO No. | P.O. Date | Date Needed | Revised Needed Date | Account No. | Use Vendor Numbers |
|----------------------|------|----------|-----------------|-------------|---------------------|-------------|--------------------------|
| Gold Star Foods Inc. | | 160284 | 9/25/2013 | 9/27/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 6 | case | 1 | Zac Attack Bars | \$34.0900 | \$204.54 | | |
| | | | | | Sales Tax: | \$0.00 | |
| | | | | | P.O. Total: | \$204.54 | |

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 9/24/2013 and 10/21/2013

| Vendor Name | | PO No. | P.O. Date | Date Needed | Revised Needed Date | Account No. | Use Vendor Numbers |
|----------------------|------|----------|---|-------------|---------------------|---------------|--------------------------|
| Gold Star Foods Inc. | | 160315 | 9/30/2013 | 9/30/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | Unit Cost | Extended Cost | |
| 18 | case | 55110 | Egg Tac-Go,Sausage&Chse w/Tyrky, IW 96/3.2, #401562 | | \$46.5400 | \$837.72 | |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$837.72 |
| Gold Star Foods Inc. | | 160321 | 10/7/2013 | 10/8/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | Unit Cost | Extended Cost | |
| 130 | case | 1 | 48 count yogurt GS 300150 | | \$11.0400 | \$1,435.20 | |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$1,435.20 |
| Gold Star Foods Inc. | | 160325 | 10/8/2013 | 10/11/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | Unit Cost | Extended Cost | |
| 27 | case | 54011 | Max Sticks, Mozz Gilardi ,86/3.86oz , GS#400780 | | \$42.5200 | \$1,148.04 | |
| 2 | each | 4039 | Garlic granulated, Pacific Spice #202038 4.5# | | \$15.4100 | \$30.82 | |
| 10 | cs | 55062 | Chicken Burger,Tyson Smkd 174/2.8oz/cs, GS#401598 | | \$45.8400 | \$458.40 | |
| 10 | case | 58107 | Biscuit Pork Sausg. Sand IW Pierre 100/cs,#401360 | | \$34.8400 | \$348.40 | |
| 30 | case | 7210 | Bun,Honey Nemo's GS#102238 #20100 60/cs | | \$23.6900 | \$710.70 | |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$2,696.36 |
| Gold Star Foods Inc. | | 160327 | 10/8/2013 | 10/11/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | Unit Cost | Extended Cost | |
| 15 | case | 1 | GS 202966 Tuna 6/66 | | \$69.8400 | \$1,047.60 | |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$1,047.60 |
| Gold Star Foods Inc. | | 160339 | 10/14/2013 | 10/25/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | Unit Cost | Extended Cost | |
| 14 | case | 30342 | Waffle, GS#134251,Che Chp Smekers#33662 72 ct | | \$35.0500 | \$490.70 | |
| 7 | case | 56042 | Sandwich,GS#401893,Pancake ITM#CP5817 150 ct | | \$71.0000 | \$497.00 | |
| 14 | case | 56060 | Quesadilla, GS#401524, Brkfst 72 count, Rs & Sho | | \$27.0000 | \$378.00 | |
| 17 | case | 56103 | Muffin Top, GS#403285, Blueberry BV#63130 60ct. | | \$25.2800 | \$429.76 | |
| 17 | case | 56102 | Muffin Top, GS#403294, Apple Cin BV#63110 60 ct. | | \$24.9800 | \$424.66 | |
| 8 | case | 55107 | French Toast,GS#403643 Stubby Bma 130/cs SF#40083 | | \$55.1000 | \$440.80 | |
| 14 | case | 30341 | Waffle, GS#134252. Blueberry Smuckers#33661 72 ct | | \$35.0500 | \$490.70 | |
| 9 | case | 56033 | Burrito, GS#403432, B&C Breakfast 120 ct. | | \$53.7800 | \$484.02 | |
| 9 | case | 30349 | Toast, GS#100978, Cinnamon Integ#411000 120ct. | | \$33.9500 | \$305.55 | |
| 10 | case | 59033 | PizzaBrkfstSausage,IW,WG,GS#133958,100/cs,MF#78964 | | \$50.3300 | \$503.30 | |
| 3 | case | 55001 | Chicken, Sausage Biscuit Tyson #18186 100/3.36oz. | | \$57.4400 | \$172.32 | |
| 2 | case | 55106 | French Toast GS#401546 Cinn Glzd SF,IW 100/3.25oz. | | \$47.7900 | \$95.58 | |
| 4 | case | 30339 | Pancakes,Mini Bluebry GS#134286 Eggo IW 72 ct | | \$29.9100 | \$119.64 | |
| 7 | case | 55104 | Eggstravaganza,GS#401570 Bacon, 160/cs 4/5lb | | \$49.1400 | \$343.98 | |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$5,176.01 |
| Gold Star Foods Inc. | | 160342 | 10/14/2013 | 10/25/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | Unit Cost | Extended Cost | |
| 95 | case | 59046 | Pizza,FrenchBrd, GS#400126 60/cs Ardellas | | \$35.8600 | \$3,406.70 | |
| 41 | case | 55019 | Chicken Nugget, WG Tyson GS#401628 144ct | | \$35.4700 | \$1,454.27 | |
| 43 | case | 8002 | Tortilla, WG GS#600354 144/case Romeros#206022 | | \$52.8000 | \$2,270.40 | |
| 41 | case | 57002 | Beef Patty,Mesquite Lean,Pierre135/2.5cs,GS#401398 | | \$18.0000 | \$738.00 | |
| 6 | case | 59501 | Cheese cheddar shred RF RS, LOL.#25104 5# | | \$24.6000 | \$147.60 | |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$8,016.97 |

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 9/24/2013 and 10/21/2013

| Vendor Name | | PO No. | P.O. Date | Date Needed | Revised Needed Date | Account No. | Use Vendor Numbers |
|----------------------|------|----------|---|-------------|---------------------|-------------|--------------------------|
| Gold Star Foods Inc. | | 160343 | 10/14/2013 | 11/1/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 64 | case | 56029 | Turkey,TacoMeat Jennie-O#2856-28 4/7lb. (W&D) | \$42.6500 | \$2,729.60 | | |
| 10 | case | 59501 | Cheese cheddar shred RF RS, LOL #25104 5# | \$24.6000 | \$246.00 | | |
| 72 | case | 30345 | Waffles,Mini Maple GS#71281 Eggo 1W 72ct. | \$30.7300 | \$2,212.56 | | |
| 49 | case | 58002 | Sausage Link,120Ser/cs 2 per serv., GS#401388 | \$24.0600 | \$1,178.94 | | |
| 58 | cs | 4351 | Syrup, Maple #202352 100/1.5/cs | \$8.1300 | \$471.54 | | |
| | | | | | Sales Tax: | \$0.00 | |
| | | | | | P.O. Total: | \$6,838.64 | |
| Gold Star Foods Inc. | | 160347 | 10/17/2013 | 11/8/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 68 | case | 30008 | Hot Dog, Turkey, Foster Farms, 5 80/cs,GS#100746 | \$11.2500 | \$765.00 | | |
| 13 | case | 7552 | Cookie,Flourless GS#134003 180/ct BV#80060 | \$43.8500 | \$570.05 | | |
| 47 | case | 56506 | Mae & Cheese RF whole grain, LOL#43277 6/5#bg/case | \$44.5500 | \$2,093.85 | | |
| 40 | case | 30347 | Roll,Dinner,WhiteWheat GS#100634 DoBake 120/case | \$21.5300 | \$861.20 | | |
| 143 | case | 30015 | Corn Dog,Jumbo 1W (DonLee) 40/cs, GS#100498 | \$16.9100 | \$2,418.13 | | |
| 24 | case | 40125 | Potato,Sweet,Crnkl Fry, GS#401256 McCain 6/2.5# | \$17.4300 | \$418.32 | | |
| 48 | case | 57101 | Beef Teriyaki DipperPierre,100/case, GS#401380 | \$39.1400 | \$1,878.72 | | |
| 35 | case | 55007 | Chicken Patty WG Tyson ,1 44 , GS#401626 | \$39.5600 | \$1,384.60 | | |
| | | | | | Sales Tax: | \$0.00 | |
| | | | | | P.O. Total: | \$10,389.87 | |
| Gold Star Foods Inc. | | 160348 | 10/17/2013 | 11/15/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 24 | case | 56029 | Turkey,TacoMeat Jennie-O#2856-28 4/7lb. (W&D) | \$42.6500 | \$1,023.60 | | |
| 10 | case | 59501 | Cheese cheddar shred RF RS, LOL #25104 5# | \$24.6000 | \$246.00 | | |
| 27 | case | 8001 | Shell Taco,Corn GS#300086, 6" 200/cs MISSION#10115 | \$19.4000 | \$523.80 | | |
| 7 | case | 59517 | Cheddar Cheese Cup L.O.L.,GS#401967,140/cs,MF#39942 | \$51.5700 | \$360.99 | | |
| 59 | cs | 360029 | Sndweh,WG FR Cheese GS#401809 72/3.21oz | \$30.7100 | \$1,811.89 | | |
| | | | | | Sales Tax: | \$0.00 | |
| | | | | | P.O. Total: | \$3,966.28 | |
| Gold Star Foods Inc. | | 160350 | 10/17/2013 | 11/1/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 62 | case | 1 | GS 403688 Beef and Bean Burrito 80 ct | \$58.1800 | \$3,607.16 | | |
| 30 | case | 2 | GS 400058 beef meatballs 960 count | \$28.3100 | \$849.30 | | |
| | | | | | Sales Tax: | \$0.00 | |
| | | | | | P.O. Total: | \$4,456.46 | |
| Gold Star Foods Inc. | | 160351 | 10/17/2013 | 10/29/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 44 | case | 380113 | Dinner Meal, Energizer GS#203033 30ct | \$49.8000 | \$2,191.20 | | |
| | | | | | Sales Tax: | \$0.00 | |
| | | | | | P.O. Total: | \$2,191.20 | |
| Gold Star Foods Inc. | | 160352 | 10/17/2013 | 11/1/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 55 | case | 380118 | Dinner Meal,Cheese Plate, GS#303490 24 ct. | \$32.9800 | \$1,813.90 | | |
| 44 | case | 380113 | Dinner Meal, Energizer GS#203033 30ct | \$49.8000 | \$2,191.20 | | |
| 44 | case | 380114 | Dinner Meal, Power, GS#203032 30 ct. | \$49.8000 | \$2,191.20 | | |
| | | | | | Sales Tax: | \$0.00 | |
| | | | | | P.O. Total: | \$6,196.30 | |
| Gold Star Foods Inc. | | 160353 | 10/17/2013 | 11/5/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 55 | case | 380120 | Dinner Meal, Chef Salad, GS#303517 24 count | \$43.7500 | \$2,406.25 | | |

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 9/24/2013 and 10/21/2013

| Vendor Name | | PO No. | P.O. Date | Date Needed | Revised Needed Date | Account No. | Use Vendor Numbers |
|----------------------------------|-------|----------|---|-------------|---------------------|----------------------|--------------------------|
| Gold Star Foods Inc. | | 160353 | 10/17/2013 | 11/5/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 55 | case | 380111 | Dinner Meal, Egg Salad GS#303492 24 ct | \$43.7500 | \$2,406.25 | | |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$4,812.50 |
| Gold Star Foods Inc. | | 160354 | 10/17/2013 | 11/8/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 88 | case | 380113 | Dinner Meal, Energizer GS#203033 30ct | \$49.8000 | \$4,382.40 | | |
| 88 | case | 380114 | Dinner Meal, Power, GS#203032 30 ct. | \$49.8000 | \$4,382.40 | | |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$8,764.80 |
| Gold Star Foods Inc. | | 160355 | 10/17/2013 | 11/12/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 55 | case | 380122 | Dinner Meal, Honey Mix, GS#303518 24 count | \$37.9100 | \$2,085.05 | | |
| 55 | case | 380115 | Dinner Meal, Chipotle Mix, GS#303478 24 ct. | \$43.7500 | \$2,406.25 | | |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$4,491.30 |
| Gold Star Foods Inc. | | 160356 | 10/17/2013 | 11/15/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 55 | case | 380118 | Dinner Meal, Cheese Plate, GS#303490 24 ct. | \$32.9800 | \$1,813.90 | | |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$1,813.90 |
| Gold Star Foods Inc. | | 160357 | 10/17/2013 | 11/19/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 55 | case | 380112 | Dinner Meal, Asian Salad GS#303494 24 ct | \$43.7500 | \$2,406.25 | | |
| 55 | case | 380119 | Dinner Meal, BBQ Chx Sldr, GS#303519 24 ct. | \$37.9100 | \$2,085.05 | | |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$4,491.30 |
| | | | | | | Vendor Total: | \$77,904.62 |
| | | | | | | | ^ |
| P & R Paper Supply Company, Inc. | | 160324 | 10/8/2013 | 10/8/2013 | 10/22/2013 | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 10 | case | 84009 | Inserts, Cup 16 oz. SAB-14003D 1000/case | \$51.3200 | \$513.20 | | |
| 5 | case | 84312 | Cup 10oz styro DRT-10J10 1000/case | \$18.9500 | \$94.75 | | |
| 10 | case | 86214 | Tray, Ovenable 6.5x5 PRW-PCS5613 540/cs | \$39.4500 | \$394.50 | | |
| 12 | dozen | 80008 | Gloves, Rubber, #1692136 (Med) 12/12/1cl/cs | \$3.8434 | \$46.12 | | |
| | | | | | | Sales Tax: | \$3.69 |
| | | | | | | P.O. Total: | \$1,052.26 |
| P & R Paper Supply Company, Inc. | | 160341 | 10/14/2013 | 10/29/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 10 | case | 84303 | Cup 9oz Plastic SWT-TC95X 20/25/case | \$41.9500 | \$419.50 | | |
| 5 | case | 84804 | Lid slot plastic Lilli-cupKC626TS 1000/case | \$26.9500 | \$134.75 | | |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$554.25 |
| | | | | | | Vendor Total: | \$1,606.51 |
| | | | | | | | ^ |

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 9/24/2013 and 10/21/2013

| Vendor Name | PO No. | P.O. Date | Date Needed | Revised | Needed Date | Account No. | Use Vendor Numbers |
|---------------------|--------|------------|---|------------|---------------|----------------------|--------------------------|
| Form Plastics | 160345 | 10/16/2013 | 10/16/2013 | | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 5 | CS | 1 | Film, 7 1/8"x5100' #9755-5100DP985CV-1RL/cs | \$312.8400 | \$1,564.20 | | |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$1,564.20 |
| | | | | | | Vendor Total: | \$1,564.20 ^ |
| Industrial Electric | 160363 | 10/21/2013 | 10/21/2013 | | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 1 | ea | 1 | Estimated Cost of Repair | \$300.0000 | \$300.00 | | |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$300.00 |
| | | | | | | Vendor Total: | \$300.00 ^ |
| Swisher | 160322 | 10/8/2013 | 10/9/2013 | | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 26 | case | 70018 | Pot and Pan Platinum 2.5 gal. | \$58.7400 | \$1,527.24 | | |
| | | | | | | Sales Tax: | \$122.18 |
| | | | | | | P.O. Total: | \$1,649.42 |
| | | | | | | Vendor Total: | \$1,649.42 |
| Swisher | 160340 | 10/14/2013 | 10/21/2013 | | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 26 | case | 70019 | Sanitizer Clear Quat 2.5 gal. | \$58.7400 | \$1,527.24 | | |
| | | | | | | Sales Tax: | \$122.18 |
| | | | | | | P.O. Total: | \$1,649.42 |
| | | | | | | Vendor Total: | \$3,298.84 ^ |
| Hollandia Dairy | 160293 | 9/27/2013 | 10/31/2013 | | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 7000 | EA | 997007 | Lowfat 1% Pouch 1/2 PT 3X30 #1321 | \$0.2211 | \$1,547.70 | | |
| 3000 | EA | 997004 | Fat Free Milk, Mini 1/2PT #1386 | \$0.2072 | \$621.60 | | |
| 6000 | EA | 997009 | CHOC FF Milk Pouch 1/2 PT 3X30 #1401 | \$0.2062 | \$1,237.20 | | |
| 2000 | EA | 997077 | Juice, Orange 4oz #3770 | \$0.1428 | \$285.60 | | |
| 2000 | EA | 997022 | Juice, Apple 4oz #3771 | \$0.1050 | \$210.00 | | |
| 2000 | EA | 997096 | Juice, Appleberry, 4oz #3772 | \$0.1150 | \$230.00 | | |
| 2000 | EA | 997025 | Juice, Wildcherry 4oz #3774 | \$0.1300 | \$260.00 | | |
| 3 | CS | 997031 | Soy Milk, Plain PRL Org 8oz 24/cs #7070 | \$17.0000 | \$51.00 | | |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$4,443.10 |
| | | | | | | Vendor Total: | \$4,443.10 |
| Hollandia Dairy | 160294 | 9/27/2013 | 10/31/2013 | | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 7000 | EA | 997007 | Lowfat 1% Pouch 1/2 PT 3X30 #1321 | \$0.2211 | \$1,547.70 | | |
| 3000 | EA | 997004 | Fat Free Milk, Mini 1/2PT #1386 | \$0.2072 | \$621.60 | | |
| 6000 | EA | 997009 | CHOC FF Milk Pouch 1/2 PT 3X30 #1401 | \$0.2062 | \$1,237.20 | | |
| 2000 | EA | 997077 | Juice, Orange 4oz #3770 | \$0.1428 | \$285.60 | | |
| 2000 | EA | 997022 | Juice, Apple 4oz #3771 | \$0.1050 | \$210.00 | | |

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 9/24/2013 and 10/21/2013

| Vendor Name | PO No. | P.O. Date | Date Needed | Revised Needed Date | Account No. | Use Vendor Numbers |
|-----------------|--------|-----------|---|---------------------|--------------------|--------------------------|
| Hollandia Dairy | 160294 | 9/27/2013 | 10/31/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |
| 2000 | EA | 997096 | Juice, Appleberry, 4oz #3772 | \$0.1150 | \$230.00 | |
| 2000 | EA | 997025 | Juice, Wildcherry 4oz #3774 | \$0.1300 | \$260.00 | |
| 3 | CS | 997031 | Soy Milk, Plain PRL Org 8oz 24/cs #7070 | \$17.0000 | \$51.00 | |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$4,443.10 |
| Hollandia Dairy | 160295 | 9/27/2013 | 10/31/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |
| 7000 | EA | 997007 | Lowfat 1% Pouch 1/2 PT 3X30 #1321 | \$0.2211 | \$1,547.70 | |
| 3000 | EA | 997004 | Fat Free Milk, Mini 1/2PT #1386 | \$0.2072 | \$621.60 | |
| 6000 | EA | 997009 | CHOC FF Milk Pouch 1/2 PT 3X30 #1401 | \$0.2062 | \$1,237.20 | |
| 2000 | EA | 997077 | Juice, Orange 4oz #3770 | \$0.1428 | \$285.60 | |
| 2000 | EA | 997022 | Juice, Apple 4oz #3771 | \$0.1050 | \$210.00 | |
| 2000 | EA | 997096 | Juice, Appleberry, 4oz #3772 | \$0.1150 | \$230.00 | |
| 2000 | EA | 997025 | Juice, Wildcherry 4oz #3774 | \$0.1300 | \$260.00 | |
| 3 | CS | 997031 | Soy Milk, Plain PRL Org 8oz 24/cs #7070 | \$17.0000 | \$51.00 | |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$4,443.10 |
| Hollandia Dairy | 160296 | 9/27/2013 | 10/31/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |
| 7000 | EA | 997007 | Lowfat 1% Pouch 1/2 PT 3X30 #1321 | \$0.2211 | \$1,547.70 | |
| 3000 | EA | 997004 | Fat Free Milk, Mini 1/2PT #1386 | \$0.2072 | \$621.60 | |
| 6000 | EA | 997009 | CHOC FF Milk Pouch 1/2 PT 3X30 #1401 | \$0.2062 | \$1,237.20 | |
| 2000 | EA | 997077 | Juice, Orange 4oz #3770 | \$0.1428 | \$285.60 | |
| 2000 | EA | 997022 | Juice, Apple 4oz #3771 | \$0.1050 | \$210.00 | |
| 2000 | EA | 997096 | Juice, Appleberry, 4oz #3772 | \$0.1150 | \$230.00 | |
| 2000 | EA | 997025 | Juice, Wildcherry 4oz #3774 | \$0.1300 | \$260.00 | |
| 3 | CS | 997031 | Soy Milk, Plain PRL Org 8oz 24/cs #7070 | \$17.0000 | \$51.00 | |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$4,443.10 |
| Hollandia Dairy | 160297 | 9/27/2013 | 10/31/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |
| 7000 | EA | 997007 | Lowfat 1% Pouch 1/2 PT 3X30 #1321 | \$0.2211 | \$1,547.70 | |
| 3000 | EA | 997004 | Fat Free Milk, Mini 1/2PT #1386 | \$0.2072 | \$621.60 | |
| 6000 | EA | 997009 | CHOC FF Milk Pouch 1/2 PT 3X30 #1401 | \$0.2062 | \$1,237.20 | |
| 2000 | EA | 997077 | Juice, Orange 4oz #3770 | \$0.1428 | \$285.60 | |
| 2000 | EA | 997022 | Juice, Apple 4oz #3771 | \$0.1050 | \$210.00 | |
| 2000 | EA | 997096 | Juice, Appleberry, 4oz #3772 | \$0.1150 | \$230.00 | |
| 2000 | EA | 997025 | Juice, Wildcherry 4oz #3774 | \$0.1300 | \$260.00 | |
| 3 | CS | 997031 | Soy Milk, Plain PRL Org 8oz 24/cs #7070 | \$17.0000 | \$51.00 | |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$4,443.10 |
| Hollandia Dairy | 160298 | 9/27/2013 | 10/31/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |
| 7000 | EA | 997007 | Lowfat 1% Pouch 1/2 PT 3X30 #1321 | \$0.2211 | \$1,547.70 | |
| 3000 | EA | 997004 | Fat Free Milk, Mini 1/2PT #1386 | \$0.2072 | \$621.60 | |
| 6000 | EA | 997009 | CHOC FF Milk Pouch 1/2 PT 3X30 #1401 | \$0.2062 | \$1,237.20 | |
| 2000 | EA | 997077 | Juice, Orange 4oz #3770 | \$0.1428 | \$285.60 | |
| 2000 | EA | 997022 | Juice, Apple 4oz #3771 | \$0.1050 | \$210.00 | |
| 2000 | EA | 997096 | Juice, Appleberry, 4oz #3772 | \$0.1150 | \$230.00 | |
| 2000 | EA | 997025 | Juice, Wildcherry 4oz #3774 | \$0.1300 | \$260.00 | |
| 3 | CS | 997031 | Soy Milk, Plain PRL Org 8oz 24/cs #7070 | \$17.0000 | \$51.00 | |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$4,443.10 |

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 9/24/2013 and 10/21/2013

| Vendor Name | PO No. | P.O. Date | Date Needed | Revised Needed Date | Account No. | Use Vendor Numbers |
|-----------------|-------------|-----------------|---|---------------------|--------------------|---------------------------------------|
| Hollandia Dairy | 160298 | 9/27/2013 | 10/31/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | | Unit Cost Extended Cost |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$4,443.10 |
| Hollandia Dairy | 160299 | 9/27/2013 | 10/31/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | | Unit Cost Extended Cost |
| 8000 | EA | 997007 | Lowfat 1% Pouch 1/2 PT 3X30 #1321 | | | \$0.2211 \$1,768.80 |
| 5000 | EA | 997004 | Fat Free Milk, Mini 1/2PT #1386 | | | \$0.2072 \$1,036.00 |
| 8000 | EA | 997009 | CHOC FF Milk Pouch 1/2 PT 3X30 #1401 | | | \$0.2062 \$1,649.60 |
| 2500 | EA | 997077 | Juice, Orange 4oz #3770 | | | \$0.1428 \$357.00 |
| 2500 | EA | 997022 | Juice, Apple 4oz #3771 | | | \$0.1050 \$262.50 |
| 2500 | EA | 997096 | Juice, Appleberry, 4oz #3772 | | | \$0.1150 \$287.50 |
| 2500 | EA | 997025 | Juice, Wildcherry 4oz #3774 | | | \$0.1300 \$325.00 |
| 3 | CS | 997031 | Soy Milk, Plain PRL Org 8oz 24/es #7070 | | | \$17.0000 \$51.00 |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$5,737.40 |
| Hollandia Dairy | 160300 | 9/27/2013 | 10/31/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | | Unit Cost Extended Cost |
| 7000 | EA | 997007 | Lowfat 1% Pouch 1/2 PT 3X30 #1321 | | | \$0.2211 \$1,547.70 |
| 3000 | EA | 997004 | Fat Free Milk, Mini 1/2PT #1386 | | | \$0.2072 \$621.60 |
| 6000 | EA | 997009 | CHOC FF Milk Pouch 1/2 PT 3X30 #1401 | | | \$0.2062 \$1,237.20 |
| 2000 | EA | 997077 | Juice, Orange 4oz #3770 | | | \$0.1428 \$285.60 |
| 2000 | EA | 997022 | Juice, Apple 4oz #3771 | | | \$0.1050 \$210.00 |
| 2000 | EA | 997096 | Juice, Appleberry, 4oz #3772 | | | \$0.1150 \$230.00 |
| 2000 | EA | 997025 | Juice, Wildcherry 4oz #3774 | | | \$0.1300 \$260.00 |
| 3 | CS | 997031 | Soy Milk, Plain PRL Org 8oz 24/es #7070 | | | \$17.0000 \$51.00 |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$4,443.10 |
| Hollandia Dairy | 160301 | 9/27/2013 | 10/31/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | | Unit Cost Extended Cost |
| 7000 | EA | 997007 | Lowfat 1% Pouch 1/2 PT 3X30 #1321 | | | \$0.2211 \$1,547.70 |
| 3000 | EA | 997004 | Fat Free Milk, Mini 1/2PT #1386 | | | \$0.2072 \$621.60 |
| 6000 | EA | 997009 | CHOC FF Milk Pouch 1/2 PT 3X30 #1401 | | | \$0.2062 \$1,237.20 |
| 2000 | EA | 997077 | Juice, Orange 4oz #3770 | | | \$0.1428 \$285.60 |
| 2000 | EA | 997022 | Juice, Apple 4oz #3771 | | | \$0.1050 \$210.00 |
| 2000 | EA | 997096 | Juice, Appleberry, 4oz #3772 | | | \$0.1150 \$230.00 |
| 2000 | EA | 997025 | Juice, Wildcherry 4oz #3774 | | | \$0.1300 \$260.00 |
| 3 | CS | 997031 | Soy Milk, Plain PRL Org 8oz 24/es #7070 | | | \$17.0000 \$51.00 |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$4,443.10 |
| Hollandia Dairy | 160302 | 9/27/2013 | 10/31/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | | Unit Cost Extended Cost |
| 8000 | EA | 997007 | Lowfat 1% Pouch 1/2 PT 3X30 #1321 | | | \$0.2211 \$1,768.80 |
| 5000 | EA | 997004 | Fat Free Milk, Mini 1/2PT #1386 | | | \$0.2072 \$1,036.00 |
| 10000 | EA | 997009 | CHOC FF Milk Pouch 1/2 PT 3X30 #1401 | | | \$0.2062 \$2,062.00 |
| 2500 | EA | 997077 | Juice, Orange 4oz #3770 | | | \$0.1428 \$357.00 |
| 2500 | EA | 997022 | Juice, Apple 4oz #3771 | | | \$0.1050 \$262.50 |
| 2500 | EA | 997096 | Juice, Appleberry, 4oz #3772 | | | \$0.1150 \$287.50 |
| 2500 | EA | 997025 | Juice, Wildcherry 4oz #3774 | | | \$0.1300 \$325.00 |
| 3 | CS | 997031 | Soy Milk, Plain PRL Org 8oz 24/es #7070 | | | \$17.0000 \$51.00 |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$6,149.80 |

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 9/24/2013 and 10/21/2013

| Vendor Name | | PO No. | P.O. Date | Date Needed | Revised Needed Date | Account No. | Use Vendor Numbers |
|------------------------|------|---------------|---|-------------------|---------------------|--------------------|--------------------------|
| Hollandia Dairy | | 160303 | 9/27/2013 | 10/31/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 10000 | EA | 997007 | Lowfat 1% Pouch 1/2 PT 3X30 #1321 | \$0.2211 | \$2,211.00 | | |
| 5000 | EA | 997004 | Fat Free Milk, Mini 1/2PT #1386 | \$0.2072 | \$1,036.00 | | |
| 8000 | EA | 997009 | CHOC FF Milk Pouch 1/2 PT 3X30 #1401 | \$0.2062 | \$1,649.60 | | |
| 2000 | EA | 997077 | Juice, Orange 4oz #3770 | \$0.1428 | \$285.60 | | |
| 2000 | EA | 997022 | Juice, Apple 4oz #3771 | \$0.1050 | \$210.00 | | |
| 2000 | EA | 997096 | Juice, Appleberry, 4oz #3772 | \$0.1150 | \$230.00 | | |
| 2000 | EA | 997025 | Juice, Wildcherry 4oz #3774 | \$0.1300 | \$260.00 | | |
| 3 | CS | 997031 | Soy Milk, Plain PRL Org 8oz 24/es #7070 | \$17.0000 | \$51.00 | | |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$5,933.20 |
| Hollandia Dairy | | 160305 | 9/27/2013 | 10/31/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 7000 | EA | 997007 | Lowfat 1% Pouch 1/2 PT 3X30 #1321 | \$0.2211 | \$1,547.70 | | |
| 3000 | EA | 997004 | Fat Free Milk, Mini 1/2PT #1386 | \$0.2072 | \$621.60 | | |
| 6000 | EA | 997009 | CHOC FF Milk Pouch 1/2 PT 3X30 #1401 | \$0.2062 | \$1,237.20 | | |
| 2000 | EA | 997077 | Juice, Orange 4oz #3770 | \$0.1428 | \$285.60 | | |
| 2000 | EA | 997022 | Juice, Apple 4oz #3771 | \$0.1050 | \$210.00 | | |
| 2000 | EA | 997096 | Juice, Appleberry, 4oz #3772 | \$0.1150 | \$230.00 | | |
| 2000 | EA | 997025 | Juice, Wildcherry 4oz #3774 | \$0.1300 | \$260.00 | | |
| 3 | CS | 997031 | Soy Milk, Plain PRL Org 8oz 24/es #7070 | \$17.0000 | \$51.00 | | |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$4,443.10 |
| Hollandia Dairy | | 160306 | 9/27/2013 | 10/31/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 8000 | EA | 997007 | Lowfat 1% Pouch 1/2 PT 3X30 #1321 | \$0.2211 | \$1,768.80 | | |
| 5000 | EA | 997004 | Fat Free Milk, Mini 1/2PT #1386 | \$0.2072 | \$1,036.00 | | |
| 8000 | EA | 997009 | CHOC FF Milk Pouch 1/2 PT 3X30 #1401 | \$0.2062 | \$1,649.60 | | |
| 2500 | EA | 997077 | Juice, Orange 4oz #3770 | \$0.1428 | \$357.00 | | |
| 2500 | EA | 997022 | Juice, Apple 4oz #3771 | \$0.1050 | \$262.50 | | |
| 2500 | EA | 997096 | Juice, Appleberry, 4oz #3772 | \$0.1150 | \$287.50 | | |
| 2500 | EA | 997025 | Juice, Wildcherry 4oz #3774 | \$0.1300 | \$325.00 | | |
| 3 | CS | 997031 | Soy Milk, Plain PRL Org 8oz 24/es #7070 | \$17.0000 | \$51.00 | | |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$5,737.40 |
| Hollandia Dairy | | 160307 | 9/27/2013 | 10/31/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 7000 | EA | 997007 | Lowfat 1% Pouch 1/2 PT 3X30 #1321 | \$0.2211 | \$1,547.70 | | |
| 3000 | EA | 997004 | Fat Free Milk, Mini 1/2PT #1386 | \$0.2072 | \$621.60 | | |
| 6000 | EA | 997009 | CHOC FF Milk Pouch 1/2 PT 3X30 #1401 | \$0.2062 | \$1,237.20 | | |
| 2000 | EA | 997077 | Juice, Orange 4oz #3770 | \$0.1428 | \$285.60 | | |
| 2000 | EA | 997022 | Juice, Apple 4oz #3771 | \$0.1050 | \$210.00 | | |
| 2000 | EA | 997096 | Juice, Appleberry, 4oz #3772 | \$0.1150 | \$230.00 | | |
| 2000 | EA | 997025 | Juice, Wildcherry 4oz #3774 | \$0.1300 | \$260.00 | | |
| 3 | CS | 997031 | Soy Milk, Plain PRL Org 8oz 24/es #7070 | \$17.0000 | \$51.00 | | |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$4,443.10 |
| Hollandia Dairy | | 160308 | 9/27/2013 | 10/31/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 14000 | EA | 997007 | Lowfat 1% Pouch 1/2 PT 3X30 #1321 | \$0.2211 | \$3,095.40 | | |
| 6000 | EA | 997004 | Fat Free Milk, Mini 1/2PT #1386 | \$0.2072 | \$1,243.20 | | |
| 3000 | EA | 997009 | CHOC FF Milk Pouch 1/2 PT 3X30 #1401 | \$0.2062 | \$618.60 | | |

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 9/24/2013 and 10/21/2013

| Vendor Name | PO No. | P.O. Date | Date Needed | Revised Needed Date | Account No. | Use Vendor Numbers |
|-----------------|--------|-----------|---|---------------------|--------------------|--------------------------|
| Hollandia Dairy | 160308 | 9/27/2013 | 10/31/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |
| 2000 | EA | 997077 | Juice, Orange 4oz #3770 | \$0.1428 | \$285.60 | |
| 2000 | EA | 997022 | Juice, Apple 4oz #3771 | \$0.1050 | \$210.00 | |
| 2000 | EA | 997096 | Juice, Appleberry, 4oz #3772 | \$0.1150 | \$230.00 | |
| 2000 | EA | 997025 | Juice, Wildcherry 4oz #3774 | \$0.1300 | \$260.00 | |
| 3 | CS | 997031 | Soy Milk, Plain PRL Org 8oz 24/cs #7070 | \$17.0000 | \$51.00 | |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$5,993.80 |
| Hollandia Dairy | 160309 | 9/27/2013 | 10/31/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |
| 7000 | EA | 997007 | Lowfat 1% Pouch 1/2 PT 3X30 #1321 | \$0.2211 | \$1,547.70 | |
| 3000 | EA | 997004 | Fat Free Milk, Mini 1/2PT #1386 | \$0.2072 | \$621.60 | |
| 6000 | EA | 997009 | CHOC FF Milk Pouch 1/2 PT 3X30 #1401 | \$0.2062 | \$1,237.20 | |
| 2000 | EA | 997077 | Juice, Orange 4oz #3770 | \$0.1428 | \$285.60 | |
| 2000 | EA | 997022 | Juice, Apple 4oz #3771 | \$0.1050 | \$210.00 | |
| 2000 | EA | 997096 | Juice, Appleberry, 4oz #3772 | \$0.1150 | \$230.00 | |
| 2000 | EA | 997025 | Juice, Wildcherry 4oz #3774 | \$0.1300 | \$260.00 | |
| 3 | CS | 997031 | Soy Milk, Plain PRL Org 8oz 24/cs #7070 | \$17.0000 | \$51.00 | |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$4,443.10 |
| Hollandia Dairy | 160310 | 9/27/2013 | 10/31/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |
| 7000 | EA | 997007 | Lowfat 1% Pouch 1/2 PT 3X30 #1321 | \$0.2211 | \$1,547.70 | |
| 3000 | EA | 997004 | Fat Free Milk, Mini 1/2PT #1386 | \$0.2072 | \$621.60 | |
| 6000 | EA | 997009 | CHOC FF Milk Pouch 1/2 PT 3X30 #1401 | \$0.2062 | \$1,237.20 | |
| 2000 | EA | 997077 | Juice, Orange 4oz #3770 | \$0.1428 | \$285.60 | |
| 2000 | EA | 997022 | Juice, Apple 4oz #3771 | \$0.1050 | \$210.00 | |
| 2000 | EA | 997096 | Juice, Appleberry, 4oz #3772 | \$0.1150 | \$230.00 | |
| 2000 | EA | 997025 | Juice, Wildcherry 4oz #3774 | \$0.1300 | \$260.00 | |
| 3 | CS | 997031 | Soy Milk, Plain PRL Org 8oz 24/cs #7070 | \$17.0000 | \$51.00 | |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$4,443.10 |
| Hollandia Dairy | 160311 | 9/27/2013 | 10/31/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |
| 7000 | EA | 997007 | Lowfat 1% Pouch 1/2 PT 3X30 #1321 | \$0.2211 | \$1,547.70 | |
| 3000 | EA | 997004 | Fat Free Milk, Mini 1/2PT #1386 | \$0.2072 | \$621.60 | |
| 6000 | EA | 997009 | CHOC FF Milk Pouch 1/2 PT 3X30 #1401 | \$0.2062 | \$1,237.20 | |
| 2000 | EA | 997077 | Juice, Orange 4oz #3770 | \$0.1428 | \$285.60 | |
| 2000 | EA | 997022 | Juice, Apple 4oz #3771 | \$0.1050 | \$210.00 | |
| 2000 | EA | 997096 | Juice, Appleberry, 4oz #3772 | \$0.1150 | \$230.00 | |
| 2000 | EA | 997025 | Juice, Wildcherry 4oz #3774 | \$0.1300 | \$260.00 | |
| 3 | CS | 997031 | Soy Milk, Plain PRL Org 8oz 24/cs #7070 | \$17.0000 | \$51.00 | |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$4,443.10 |
| Hollandia Dairy | 160312 | 9/27/2013 | 10/31/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |
| 8000 | EA | 997007 | Lowfat 1% Pouch 1/2 PT 3X30 #1321 | \$0.2211 | \$1,768.80 | |
| 3000 | EA | 997004 | Fat Free Milk, Mini 1/2PT #1386 | \$0.2072 | \$621.60 | |
| 6000 | EA | 997009 | CHOC FF Milk Pouch 1/2 PT 3X30 #1401 | \$0.2062 | \$1,237.20 | |
| 2000 | EA | 997077 | Juice, Orange 4oz #3770 | \$0.1428 | \$285.60 | |
| 2000 | EA | 997022 | Juice, Apple 4oz #3771 | \$0.1050 | \$210.00 | |
| 2000 | EA | 997096 | Juice, Appleberry, 4oz #3772 | \$0.1150 | \$230.00 | |

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 9/24/2013 and 10/21/2013

| Vendor Name | | PO No. | P.O. Date | Date Needed | Revised Needed Date | Account No. | Use Vendor Numbers |
|-----------------|------|----------|---|-------------|---------------------|----------------------|--------------------------|
| Hollandia Dairy | | 160312 | 9/27/2013 | 10/31/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 2000 | EA | 997025 | Juice, Wildcherry 4oz #3774 | \$0.1300 | \$260.00 | | |
| 3 | CS | 997031 | Soy Milk, Plain PRL Org 8oz 24/cs #7070 | \$17.0000 | \$51.00 | | |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$4,664.20 |
| Hollandia Dairy | | 160313 | 9/27/2013 | 10/31/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 7000 | EA | 997007 | Lowfat 1% Pouch 1/2 PT 3X30 #1321 | \$0.2211 | \$1,547.70 | | |
| 3000 | EA | 997004 | Fat Free Milk, Mini 1/2PT #1386 | \$0.2072 | \$621.60 | | |
| 6000 | EA | 997009 | CHOC FF Milk Pouch 1/2 PT 3X30 #1401 | \$0.2062 | \$1,237.20 | | |
| 2000 | EA | 997077 | Juice, Orange 4oz #3770 | \$0.1428 | \$285.60 | | |
| 2000 | EA | 997022 | Juice, Apple 4oz #3771 | \$0.1050 | \$210.00 | | |
| 2000 | EA | 997096 | Juice, Appleberry, 4oz #3772 | \$0.1150 | \$230.00 | | |
| 2000 | EA | 997025 | Juice, Wildcherry 4oz #3774 | \$0.1300 | \$260.00 | | |
| 3 | CS | 997031 | Soy Milk, Plain PRL Org 8oz 24/cs #7070 | \$17.0000 | \$51.00 | | |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$4,443.10 |
| Hollandia Dairy | | 160314 | 9/27/2013 | 10/31/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 3000 | EA | 997007 | Lowfat 1% Pouch 1/2 PT 3X30 #1321 | \$0.2211 | \$663.30 | | |
| 3000 | EA | 997004 | Fat Free Milk, Mini 1/2PT #1386 | \$0.2072 | \$621.60 | | |
| 3000 | EA | 997009 | CHOC FF Milk Pouch 1/2 PT 3X30 #1401 | \$0.2062 | \$618.60 | | |
| 2000 | EA | 997077 | Juice, Orange 4oz #3770 | \$0.1428 | \$285.60 | | |
| 2000 | EA | 997022 | Juice, Apple 4oz #3771 | \$0.1050 | \$210.00 | | |
| 2000 | EA | 997096 | Juice, Appleberry, 4oz #3772 | \$0.1150 | \$230.00 | | |
| 2000 | EA | 997025 | Juice, Wildcherry 4oz #3774 | \$0.1300 | \$260.00 | | |
| 3 | CS | 997031 | Soy Milk, Plain PRL Org 8oz 24/cs #7070 | \$17.0000 | \$51.00 | | |
| 10 | CS | 997094 | Cottage Cheese, Low Fat, 5lb. #2044, 4/cs | \$10.1589 | \$101.59 | | |
| 10 | EA | 997014 | Sour Cream 5-LB #2161 | \$6.6955 | \$66.96 | | |
| 50 | CS | 997093 | Yogurt Yami Ass'd 4oz 48/case #2185 | \$13.8380 | \$691.90 | | |
| 20 | case | 997090 | Yogurt, Quart Ass'd | \$2.9000 | \$58.00 | | |
| 50 | EA | 997092 | Yogurt Vanilla 32lb #2700 | \$31.8316 | \$1,591.58 | | |
| 50 | EA | 997095 | Yogurt, Lowfat Strawberry, 32lb #2705 | \$33.3036 | \$1,665.18 | | |
| 10 | CS | 997017 | Cream Cheese 100/1 oz cup/cs #5894 | \$19.2500 | \$192.50 | | |
| 5 | CS | 3427 | Creamer, Coffee H.D. 3/8oz 400/cs | \$9.1300 | \$45.65 | | |
| 5 | CS | 3472 | Mayonnaise Gal 4/CS | \$38.5600 | \$192.80 | | |
| 100 | CS | 3760 | Juice, Orange Fortified 6oz | \$0.3232 | \$32.32 | | |
| 5 | DZ | 7023 | Eggs, Extra Large Ctn | \$1.6200 | \$8.10 | | |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$7,586.67 |
| | | | | | | Vendor Total: | \$104,005.87 |

| U.S. Foodservice, Inc. | | 160286 | 9/26/2013 | 9/26/2013 | | | <input type="checkbox"/> |
|------------------------|------|----------|--------------------------------------|-----------|---------------|--------------------|--------------------------|
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 6 | CS | 1 | Juice, Orange Tropicana 12/15.2oz | \$14.3300 | \$85.98 | | |
| 12 | CS | 1 | Juice, Apple Tropicana 12/15.2oz | \$13.7300 | \$164.76 | | |
| 2 | CS | 1 | Juice, Cranberry Tropicana 12/15.2oz | \$14.3300 | \$28.66 | | |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$279.40 |

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 9/24/2013 and 10/21/2013

| Vendor Name | PO No. | P.O. Date | Date Needed | Revised | Needed Date | Account No. | Use Vendor Numbers |
|--------------------------------------|-------------|-----------------|--|---------|-------------|------------------|--------------------------|
| U.S. Foodservice, Inc. | 160323 | 10/8/2013 | 10/16/2013 | | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | | Unit Cost | Extended Cost |
| 30 | case | 7003 | Cracker, Jungle J&J Whole Grain 200/1oz/cs | | | \$22.5200 | \$675.60 |
| 56 | case | 7021 | Cracker Graham Hi-Fbr MJM #301151 150/3pk | | | \$17.6500 | \$988.40 |
| 10 | case | 70103 | Scrubbbers, Mono, Green # 223276 20 each | | | \$12.0500 | \$120.50 |
| 2 | case | 3104 | Tea Bags, Blck Leaf Lipton #200544 Tetley 10/100ct | | | \$25.4500 | \$50.90 |
| 8 | case | 3072 | Cereal, Granola Lowfat Mal-O-Meal 4/50oz. | | | \$36.2500 | \$290.00 |
| 30 | case | 8264 | Chips,Tortilla,La Vencedora#080833 1.5oz 80ct | | | \$18.7200 | \$561.60 |
| 15 | case | 7001 | Cracker, Saltines Unsalted Nabisco 2pk 500 ct | | | \$11.3800 | \$170.70 |
| 60 | case | 7226 | Brownie, 3.2x5" BR-400WT BV#400402 48/case | | | \$31.9600 | \$1,917.60 |
| 240 | case | 3100 | Milk Chocolate, FatFree, Moo Mates#4951927 27/cs | | | \$8.5500 | \$2,052.00 |
| 360 | case | 3102 | Milk White, LowFat, Moo Mates#5933452 27/case | | | \$8.5500 | \$3,078.00 |
| | | | Sales Tax: | | | | \$9.64 |
| | | | P.O. Total: | | | | \$9,914.94 |
| U.S. Foodservice, Inc. | 160328 | 10/8/2013 | 10/16/2013 | | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | | Unit Cost | Extended Cost |
| 15 | cs | 4341 | Dressing, Ranch Light #300050 4/1gal | | | \$39.3900 | \$590.85 |
| | | | Sales Tax: | | | | \$0.00 |
| | | | P.O. Total: | | | | \$590.85 |
| U.S. Foodservice, Inc. | 160338 | 10/14/2013 | 10/16/2013 | | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | | Unit Cost | Extended Cost |
| 15 | case | 1 | Las Palmas 6#10 Enchilada Sauce | | | \$30.8500 | \$462.75 |
| | | | Sales Tax: | | | | \$0.00 |
| | | | P.O. Total: | | | | \$462.75 |
| U.S. Foodservice, Inc. | 160344 | 10/14/2013 | 10/23/2013 | | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | | Unit Cost | Extended Cost |
| 30 | case | 7003 | Cracker, Jungle J&J Whole Grain 200/1oz/cs | | | \$22.5200 | \$675.60 |
| 24 | case | 7020 | Cracker, Graham Vanilla Bear#40400 300/.9oz/2pk | | | \$35.5000 | \$852.00 |
| 30 | case | 7682 | Cookie,Choc Belly Bear, Whole Grn J&J 200's | | | \$24.5000 | \$735.00 |
| 69 | case | 8264 | Chips,Tortilla,La Vencedora#080833 1.5oz 80ct | | | \$18.7200 | \$1,291.68 |
| | | | Sales Tax: | | | | \$0.00 |
| | | | P.O. Total: | | | | \$3,554.28 |
| U.S. Foodservice, Inc. | 160349 | 10/17/2013 | 11/13/2013 | | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | | Unit Cost | Extended Cost |
| 30 | case | 7682 | Cookie,Choc Belly Bear, Whole Grn J&J 200's | | | \$24.5000 | \$735.00 |
| 30 | case | 7003 | Cracker, Jungle J&J Whole Grain 200/1oz/cs | | | \$22.5200 | \$675.60 |
| 30 | case | 11049 | Raisins, Caltropic, #202545 144/1.5oz. | | | \$28.1300 | \$843.90 |
| 12 | case | 8264 | Chips,Tortilla,La Vencedora#080833 1.5oz 80ct | | | \$18.7200 | \$224.64 |
| | | | Sales Tax: | | | | \$0.00 |
| | | | P.O. Total: | | | | \$2,479.14 |
| | | | Vendor Total: | | | | \$17,281.36 |
| San Jose State University Foundation | 160281 | 9/24/2013 | 9/24/2013 | | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | | Unit Cost | Extended Cost |
| 2 | ca | 1 | Registration - Financial Management Seminar | | | \$125.0000 | \$250.00 |
| | | | Sales Tax: | | | | \$0.00 |
| | | | P.O. Total: | | | | \$250.00 |

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 9/24/2013 and 10/21/2013

| Vendor Name | PO No. | P.O. Date | Date Needed | Revised Needed Date | Account No. | Use Vendor Numbers |
|--------------------------------|---------------|------------------|--|---------------------|---------------|--------------------------|
| Vendor Total: | | | | | | \$250.00 ^ |
| Ramco Refrigeration | 160283 | 9/25/2013 | 9/25/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |
| 1 | ea | 1 | Repair Traulsen Combo Freezer - Materials | \$337.6400 | \$337.64 | |
| 1 | ea | 1 | Repair Traulsen Combo Freezer - Labor | \$570.0000 | \$570.00 | |
| 1 | ea | 1 | Travel | \$18.0000 | \$18.00 | |
| Sales Tax: | | | | | | \$27.01 |
| P.O. Total: | | | | | | \$952.65 |
| Ramco Refrigeration | 160329 | 10/8/2013 | 10/8/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |
| 1 | ea | 1 | Repair Combo Freezer - Materials | \$160.2300 | \$160.23 | |
| 2 | hr | 1 | Repair Combo Freezer - Labor | \$95.0000 | \$190.00 | |
| 1 | ea | 1 | Repair Combo Freezer - Travel | \$18.0000 | \$18.00 | |
| Sales Tax: | | | | | | \$12.82 |
| P.O. Total: | | | | | | \$381.05 |
| Vendor Total: | | | | | | \$1,333.70 ^ |
| Quick Dispense, Inc. | 160326 | 10/8/2013 | 10/11/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |
| 6 | case | 3106 | Coffee, Organic French Rst Grn Mtn#4692 50/2.5 oz. | \$73.8300 | \$442.98 | |
| 1 | case | 3107 | Coffee, Decaf Organic Hse Blend GM#5493 50/2.5 oz. | \$73.8300 | \$73.83 | |
| Sales Tax: | | | | | | \$0.00 |
| P.O. Total: | | | | | | \$516.81 |
| Vendor Total: | | | | | | \$516.81 ^ |
| J2 Retail Systems, Inc. | 160292 | 9/27/2013 | 9/27/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |
| 2 | ea | MINIPCI-E | Mini PCI-E WLAN Card 802.11 B/G/N for 615/225 | \$75.0000 | \$150.00 | |
| 1 | ea | Freight | Freight | \$12.0000 | \$12.00 | |
| Sales Tax: | | | | | | \$12.00 |
| P.O. Total: | | | | | | \$174.00 |
| Vendor Total: | | | | | | \$174.00 ^ |
| Sunrise Produce Company | 160287 | 9/26/2013 | 9/30/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |
| 2 | BG | 999203 | Broccoli Florets 5lb/bag | \$6.7500 | \$13.50 | |
| 2 | CS | 999266 | Broccoli Florets, 4/5lb CS | \$27.0000 | \$54.00 | |
| 2 | BG | 999287 | Lettuce, Shredded 5LB/bag | \$2.9500 | \$5.90 | |
| 8 | CS | 999235 | Salad Mix, 4-way 4/5lb/cs | \$11.8000 | \$94.40 | |
| 2 | CS | 999001 | Carrot Coins, 4/5lb CS | \$19.8500 | \$39.70 | |
| 3 | EA | 999006 | Cucumber, ea | \$0.8940 | \$2.68 | |
| 1 | UN | 999139 | Pepper, Bell Red Choice 1-lb/UN | \$1.1230 | \$1.12 | |
| 2 | LB | 999061 | Tomato, Repack 5x6 1-lb | \$1.4210 | \$2.84 | |

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 9/24/2013 and 10/21/2013

| Vendor Name | | PO No. | P.O. Date | Date Needed | Revised Needed Date | Account No. | Use Vendor Numbers |
|-------------------------|------|----------|--|-------------|---------------------|--------------------|--------------------------|
| Sunrise Produce Company | | 160287 | 9/26/2013 | 9/30/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 30 | CS | 999023 | Carrot, Baby Peeled 100/3oz. CS | \$20.2500 | \$607.50 | | |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$821.65 |
| Sunrise Produce Company | | 160288 | 9/26/2013 | 10/1/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 29 | CS | 999130 | Banana, Petite GreenTip 40#/cs | \$20.5000 | \$594.50 | | |
| 2 | BG | 999203 | Broccoli Florets 5#/bag | \$6.7500 | \$13.50 | | |
| 2 | CS | 999266 | Broccoli Florets, 4/5LB CS | \$27.0000 | \$54.00 | | |
| 15 | CS | 999023 | Carrot, Baby Peeled 100/3oz. CS | \$20.2500 | \$303.75 | | |
| 8 | CS | 999235 | Salad Mix, 4-way 4/5lb/cs | \$11.8000 | \$94.40 | | |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$1,060.15 |
| Sunrise Produce Company | | 160289 | 9/26/2013 | 10/2/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 3 | LU | 999038 | Grape, Red Seedless 18#/LU | \$20.1500 | \$60.45 | | |
| 4 | LU | 999039 | Kiwi, Bulk 19#/LU | \$30.2000 | \$120.80 | | |
| 8 | CS | 999023 | Carrot, Baby Peeled 100/3oz. CS | \$20.2500 | \$162.00 | | |
| 1 | CS | 999235 | Salad Mix, 4-way 4/5lb/cs | \$11.8000 | \$11.80 | | |
| 3 | EA | 999005 | Cilantro, 1BU/EA | \$0.4500 | \$1.35 | | |
| 5 | EA | 999010 | Lettuce, Romaine EA | \$1.0570 | \$5.29 | | |
| 3 | LB | 999246 | Onions, Red Jumbo 1LB | \$0.7380 | \$2.21 | | |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$363.90 |
| Sunrise Produce Company | | 160290 | 9/26/2013 | 10/3/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 25 | CS | 999023 | Carrot, Baby Peeled 100/3oz. CS | \$20.2500 | \$506.25 | | |
| 14 | CS | 999121 | Pear, Variety 150ct/CS | \$26.5000 | \$371.00 | | |
| 1 | CS | 999235 | Salad Mix, 4-way 4/5lb/cs | \$11.8000 | \$11.80 | | |
| 1 | CS | 999001 | Carrot Coins, 4/5lb CS | \$19.8500 | \$19.85 | | |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$908.90 |
| Sunrise Produce Company | | 160291 | 9/26/2013 | 10/4/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 21 | CS | 999121 | Pear, Variety 150ct/CS | \$26.5000 | \$556.50 | | |
| 1 | CS | 999235 | Salad Mix, 4-way 4/5lb/cs | \$11.8000 | \$11.80 | | |
| 5 | EA | 999010 | Lettuce, Romaine EA | \$1.1000 | \$5.50 | | |
| 10 | CS | 999083 | Apple, Red-Delicious Sliced 200/2oz/CS | \$46.5000 | \$465.00 | | |
| | | | | | | Sales Tax: | \$0.00 |
| | | | | | | P.O. Total: | \$1,038.80 |
| Sunrise Produce Company | | 160316 | 10/4/2013 | 10/7/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | | |
| 30 | CS | 999130 | Banana, Petite GreenTip 40#/cs | \$20.5000 | \$615.00 | | |
| 2 | BG | 999203 | Broccoli Florets 5#/bag | \$6.7500 | \$13.50 | | |
| 2 | CS | 999266 | Broccoli Florets, 4/5LB CS | \$27.0000 | \$54.00 | | |
| 40 | CS | 999023 | Carrot, Baby Peeled 100/3oz. CS | \$20.2500 | \$810.00 | | |
| 2 | BG | 999287 | Lettuce, Shredded 5LB/bag | \$2.9500 | \$5.90 | | |
| 2 | CS | 999235 | Salad Mix, 4-way 4/5lb/cs | \$11.8000 | \$23.60 | | |
| 1 | CS | 999001 | Carrot Coins, 4/5lb CS | \$19.8500 | \$19.85 | | |
| 8 | EA | 999006 | Cucumber, ea | \$0.8500 | \$6.80 | | |
| 3 | EA | 999005 | Cilantro, 1BU/EA | \$0.4500 | \$1.35 | | |

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 9/24/2013 and 10/21/2013

| Vendor Name | PO No. | P.O. Date | Date Needed | Revised Needed Date | Account No. | Use Vendor Numbers |
|-------------------------|--------|------------|--|---------------------|--------------------|--------------------------|
| Sunrise Produce Company | 160316 | 10/4/2013 | 10/7/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |
| 3 | EA | 999010 | Lettuce, Romaine EA | \$1.1000 | \$3.30 | |
| 1 | UN | 999093 | Pepper, Bell Green Choppers 1#/UN | \$0.8110 | \$0.81 | |
| 3 | UN | 999139 | Pepper, Bell Red Choice 1-lb/UN | \$1.5390 | \$4.62 | |
| 3 | LB | 999061 | Tomato, Repack 5x6 1-lb | \$1.2750 | \$3.83 | |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$1,562.55 |
| Sunrise Produce Company | 160317 | 10/4/2013 | 10/8/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |
| 30 | CS | 999023 | Carrot, Baby Peeled 100/3oz. CS | \$20.2500 | \$607.50 | |
| 1 | BG | 999287 | Lettuce, Shredded 5LB/bag | \$2.9500 | \$2.95 | |
| 1 | CS | 999235 | Salad Mix, 4-way 4/5lb/cs | \$11.8000 | \$11.80 | |
| 1 | CS | 999001 | Carrot Coins, 4/5lb CS | \$19.8500 | \$19.85 | |
| 2 | EA | 999010 | Lettuce, Romaine EA | \$1.1000 | \$2.20 | |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$644.30 |
| Sunrise Produce Company | 160318 | 10/4/2013 | 10/9/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |
| 6 | CS | 999030 | Apple, Red Variety 138ct/CS | \$26.5000 | \$159.00 | |
| 24 | CS | 999023 | Carrot, Baby Peeled 100/3oz. CS | \$20.2500 | \$486.00 | |
| 3 | EA | 999010 | Lettuce, Romaine EA | \$1.1000 | \$3.30 | |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$648.30 |
| Sunrise Produce Company | 160319 | 10/4/2013 | 10/10/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |
| 16 | CS | 999023 | Carrot, Baby Peeled 100/3oz. CS | \$20.2500 | \$324.00 | |
| 2 | CS | 999071 | Cauliflower Florets 4/5LB CS | \$34.0000 | \$68.00 | |
| 1 | BG | 999208 | Carrot Coin, 5LB/bag | \$4.9500 | \$4.95 | |
| 6 | CS | 999083 | Apple, Red-Delicious Sliced 200/2oz/CS | \$46.5000 | \$279.00 | |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$675.95 |
| Sunrise Produce Company | 160320 | 10/4/2013 | 10/11/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |
| 8 | CS | 999083 | Apple, Red-Delicious Sliced 200/2oz/CS | \$46.5000 | \$372.00 | |
| 30 | CS | 999023 | Carrot, Baby Peeled 100/3oz. CS | \$20.2500 | \$607.50 | |
| 1 | BG | 999216 | Salad Mix, 4-way 5#/bag | \$2.9500 | \$2.95 | |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$982.45 |
| Sunrise Produce Company | 160332 | 10/11/2013 | 10/14/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |
| 2 | BG | 999203 | Broccoli Florets 5#/bag | \$6.7500 | \$13.50 | |
| 2 | CS | 999266 | Broccoli Florets, 4/5LB CS | \$27.0000 | \$54.00 | |
| 40 | CS | 999023 | Carrot, Baby Peeled 100/3oz. CS | \$20.2500 | \$810.00 | |
| 2 | BG | 999287 | Lettuce, Shredded 5LB/bag | \$2.9500 | \$5.90 | |
| 3 | CS | 999121 | Pear, Variety 150ct/CS | \$26.5000 | \$79.50 | |
| 2 | BG | 999216 | Salad Mix, 4-way 5#/bag | \$2.9500 | \$5.90 | |
| 1 | CS | 999001 | Carrot Coins, 4/5lb CS | \$19.8500 | \$19.85 | |
| 2 | BG | 999210 | Celery Sticks Loose 4x1/2" 5#/BG | \$6.8500 | \$13.70 | |
| 2 | EA | 999006 | Cucumber, ea | \$0.8500 | \$1.70 | |
| 4 | EA | 999005 | Cilantro, 1BU/EA | \$0.6500 | \$2.60 | |
| 7 | BG | 999117 | Pajita Mix, Sliced 3/4" 5#/BG | \$14.6500 | \$102.55 | |

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 |
|-------------------------|--------|------------|-----------------------------------|---------------------|---------------|--------------------------|
| Sunrise Produce Company | 160332 | 10/11/2013 | 10/14/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |
| 4 | EA | 999213 | Lettuce, Green Leaf EA | \$0.9100 | \$3.64 | |
| 3 | LB | 999061 | Tomato, Repack 5x6 1-lb | \$1.2750 | \$3.83 | |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$1,116.67 |
| Sunrise Produce Company | 160333 | 10/11/2013 | 10/15/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |
| 1 | BG | 999287 | Lettuce, Shredded 5LB/bag | \$2.9500 | \$2.95 | |
| 2 | BG | 999208 | Carrot Coin, 5LB/bag | \$4.9500 | \$9.90 | |
| 1 | CS | 999220 | Pepper, Bell Green Choice 25#/CS | \$17.6000 | \$17.60 | |
| 3 | UN | 999016 | Pepper, Bell Green Choppers 5#/UN | \$4.5760 | \$13.73 | |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$44.18 |
| Sunrise Produce Company | 160334 | 10/11/2013 | 10/16/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |
| 28 | CS | 999130 | Banana, Petite GreenTip 40#/cs | \$20.5000 | \$574.00 | |
| 40 | CS | 999023 | Carrot, Baby Peeled 100/3oz. CS | \$20.2500 | \$810.00 | |
| 9 | CS | 999235 | Salad Mix, 4-way 4/5lb/cs | \$11.8000 | \$106.20 | |
| 5 | EA | 999213 | Lettuce, Green Leaf EA | \$0.9710 | \$4.86 | |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$1,495.06 |
| Sunrise Produce Company | 160335 | 10/11/2013 | 10/15/2013 | 10/17/2013 | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |
| 1 | UN | 999139 | Pepper, Bell Red Choice 1-lb/UN | \$1.4870 | \$1.49 | |
| 3 | LB | 999061 | Tomato, Repack 5x6 1-lb | \$1.2750 | \$3.83 | |
| 1 | EA | 999005 | Cilantro, 1BU/EA | \$0.9500 | \$0.95 | |
| 1 | BG | 999287 | Lettuce, Shredded 5LB/bag | \$2.9500 | \$2.95 | |
| 1 | CS | 999235 | Salad Mix, 4-way 4/5lb/cs | \$11.8000 | \$11.80 | |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$21.01 |
| Sunrise Produce Company | 160336 | 10/11/2013 | 10/18/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |
| 34 | CS | 999030 | Apple, Red Variety 138ct/CS | \$26.5000 | \$901.00 | |
| 40 | CS | 999023 | Carrot, Baby Peeled 100/3oz. CS | \$20.2500 | \$810.00 | |
| 1 | CS | 999235 | Salad Mix, 4-way 4/5lb/cs | \$11.8000 | \$11.80 | |
| 5 | EA | 999213 | Lettuce, Green Leaf EA | \$1.1350 | \$5.68 | |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$1,728.48 |
| Sunrise Produce Company | 160358 | 10/18/2013 | 10/21/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |
| 2 | CS | 999030 | Apple, Red Variety 138ct/CS | \$26.5000 | \$53.00 | |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$53.00 |
| Sunrise Produce Company | 160359 | 10/18/2013 | 10/21/2013 | 10/22/2013 | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | Unit Cost | Extended Cost | |
| 2 | CS | 999030 | Apple, Red Variety 138ct/CS | \$26.5000 | \$53.00 | |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$53.00 |

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 9/24/2013 and 10/21/2013

| Vendor Name | PO No. | P.O. Date | Date Needed | Revised Needed Date | Account No. | Use Vendor Numbers |
|---------------------------|-------------|-----------------|--|---------------------|----------------------|--------------------------|
| Sunrise Produce Company | 160360 | 10/18/2013 | 10/23/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | Unit Cost | Extended Cost |
| 2 | CS | 999030 | Apple, Red Variety 138ct/CS | | \$26.5000 | \$53.00 |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$53.00 |
| Sunrise Produce Company | 160361 | 10/18/2013 | 10/24/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | Unit Cost | Extended Cost |
| 2 | CS | 999030 | Apple, Red Variety 138ct/CS | | \$26.5000 | \$53.00 |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$53.00 |
| Sunrise Produce Company | 160362 | 10/18/2013 | 10/25/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | Unit Cost | Extended Cost |
| 2 | CS | 999030 | Apple, Red Variety 138ct/CS | | \$26.5000 | \$53.00 |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$53.00 |
| | | | | | Vendor Total: | \$13,377.35 |
| Learning ZoneXpress, Inc. | 160285 | 9/26/2013 | 9/26/2013 | | | <input type="checkbox"/> |
| Qty | Unit | Item No. | Description | | Unit Cost | Extended Cost |
| 1 | ea | 470106 | USDA Myplate Handouts | | \$9.9500 | \$9.95 |
| 1 | ea | 4111-T | Read Food Labels Handouts | | \$9.9500 | \$9.95 |
| 1 | ea | 410151 | Sugar Shockers Poster | | \$14.9500 | \$14.95 |
| 1 | ea | 470452 | MyPlate for Expecting Mom Handouts | | \$9.9500 | \$9.95 |
| 1 | ea | 4400-T | Fat Facts Handouts | | \$9.9500 | \$9.95 |
| 1 | ea | 470010 | Diabetes MyPlate Handouts | | \$9.9500 | \$9.95 |
| 1 | ea | 4523-T | Whole Grains Handouts | | \$9.9500 | \$9.95 |
| 20 | ea | 920116 | USDA MyPlate Black Apron | | \$21.9500 | \$439.00 |
| 1 | ea | 410193 | Sugar Shockers Foods Poster | | \$14.9500 | \$14.95 |
| 20 | ea | 9081 | Static Cling Variety Pack | | \$9.9500 | \$199.00 |
| 1 | ea | 720149 | Meal or No Meal School Lunch Training Game | | \$49.9500 | \$49.95 |
| 20 | ea | 991149 | 1 Terrific Tray 18"x24" Dry Erase Menu Board | | \$89.9500 | \$1,799.00 |
| 15 | ea | 9309 | Custom Banner: Smart Start | | \$119.0000 | \$1,785.00 |
| 21 | ea | 9308 | Custom Banner: Eating Smart | | \$119.0000 | \$2,499.00 |
| 1 | ea | Shipping | Standard Shipping | | \$411.6300 | \$411.63 |
| | | | | | Sales Tax: | \$0.00 |
| | | | | | P.O. Total: | \$7,272.18 |
| | | | | | Vendor Total: | \$7,272.18 |

GRAND TOTAL \$ 347,123.18
 (NET OF OPEN P.O.'S)

CONSENT ITEM

DATE: November 12, 2013

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Steve Miller, Director, Business Services

SUBJECT: APPROVE/RATIFY WARRANTS NUMBERED 89903 THROUGH 90254 FOR THE 2013/2014 SCHOOL YEARS

Background: Board approval is requested for warrants numbered 89903 through 90254 for the 2013/2014 school years totaling \$2,562,413.35. Warrants are issued by school districts as payment for goods and services.

| <u>Fund</u> | <u>Amount</u> |
|---------------------------------|----------------|
| 01 General Fund | \$2,350,700.06 |
| 12 Child Development | 27,985.29 |
| 14 Deferred Maintenance | 7,528.75 |
| 25 Capital Facilities | 13,824.90 |
| 40 Special Reserve | 89,429.37 |
| 68 Workers' Compensation | 68,818.71 |
| 81 Property/Liability Insurance | 4,126.27 |
| Total | \$2,562,413.35 |

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 89903 through 90254 for the 2013/2014 school years.

SH:SM:gs

CONSENT ITEM

DATE: November 12, 2013
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Susan Hume, Assistant Superintendent, Business Services
PREPARED BY: Kenyatta Turner, Director, Nutrition Services
SUBJECT: APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 9919 THROUGH 9955 FOR THE 2013/2014 SCHOOL YEAR

Background: Board approval is requested for Nutrition Services warrants numbered 9919 through 9955 for the 2013/2014 school year. The total amount presented for approval is \$201,233.43.

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 9919 through 9955 for the 2013/2014 school year.

SH:KT:dlh

CONSENT ITEM

DATE: November 12, 2013

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

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

PREPARED BY: Susan Mercado, Principal, Maple School

SUBJECT: **APPROVE/RATIFY INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND MATTHEW MALCOLM MURRAY AT MAPLE SCHOOL FOR THE 2013/2014 SCHOOL YEAR**

Background: The District is in need of the special services of a piano teacher for the Mind, Math, and Music Program at Maple School. These services are rendered for a time period of September 1, 2013 through May 30, 2014.

Rationale: In the past, the District has entered into independent contractor agreements with individuals that provide specialized services to the District and who are specially trained, experienced, and competent to perform the required services.

Funding: Daily rate of \$125.00 at a cost not to exceed \$8,750.00. This will be funded from multiple sources (Maple School's budgets #117, #212, Maple Alumni Committee, Leon Owens Foundation, Brighton Collectibles and PTA).

Recommendation: Approve/Ratify Independent Contractor Agreement between Fullerton School District and Matthew Malcolm Murray at Maple School for the 2013/2014 school year.

MLD:nm
Attachment

2013-2014 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Matthew Malcolm Murray** 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: **Will provide services as Piano Teacher for the MIND Math and Music Program at Maple School.**
2. Term. Contractor shall commence providing services under this Agreement on **September 1, 2013** and will diligently perform as required and complete performance by **May 30, 2014.**
3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Eight Thousand Seven Hundred and Fifty Dollar (\$8,750.00) at a daily rate of One Hundred and Twenty-five (\$125.00).** 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 as they relate to the services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
6. Materials. Contractor shall furnish, at his/her own expense, all labor, materials,

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

10. 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 (3) days after the day of mailing, whichever is sooner.

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

11. 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.

12. Insurance. The Contractor, at his/her sole cost and expense, shall insure its activities in connection with the services under this Agreement and shall obtain, keep in force, and maintain insurance as follows:

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

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

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

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

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

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

- (1) Indicate that the District and its Governing Board, officers, and employees have been endorsed as additional insureds under the coverages referred to under a., and b., and:
- (2) Include a provision that the coverages will be primary and will not participate with not be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the District.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

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
Attn:

CONTRACTOR:
Matthew Malcolm Murray
Address On File

(Attn): Matthew Malcolm Murray

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 12 DAY OF NOVEMBER 2013.

FULLERTON SCHOOL DISTRICT

By:

Robert Pletka, Ed.D.
Superintendent

Matthew Malcolm Murray
(Contractor Name)

By:

Signature

Matthew Malcolm Murray
(Typed Name, Title)

On File

Taxpayer Identification Number

CONSENT ITEM

DATE: November 12, 2013

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

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

PREPARED BY: Yolanda McComb, Principal, Raymond School

SUBJECT: **APPROVE FEDERAL WORK STUDY PLACEMENT AGREEMENT BETWEEN RICHMAN ELEMENTARY SCHOOL AND NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT TO COMMENCE NOVEMBER 13, 2013 THROUGH JUNE 30, 2014.**

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

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

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

Recommendation: Approve Federal Work Study Placement Agreement between Richman Elementary School and North Orange County Community College District to commence November 13, 2013 through June 30, 2014.

MLD:YM:nm
Attachment



FEDERAL WORK STUDY PROGRAM NON-EXEMPT OFF-CAMPUS AGREEMENT

This agreement is entered into this **November 13th**, ___ day of 2013, In the city of Anaheim, County of Orange, State of California, by the North Orange County Community College District, Hereinafter called "Institution", and **Raymond Elementary School** hereinafter called "Organization", a public school district or non-profit public agencies, for the purpose of providing work to students eligible for the Work Study Program.

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

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

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

NON-EXEMPT OFF-CAMPUS AGREEMENT

Page 2

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

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

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

16. This agreement shall terminate on the 30th day of June, 2014, unless sooner terminated and shall be subject to extension by the mutual agreement of the parties hereto in writing.

**FOR NORTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT**

1830 W. Romneya Drive
Anaheim, CA 92801
714-808-4779

FOR ORGANIZATION

Date

(Signature, Vice Chancellor, Finance & Facilities)

Fred Williams
(Printed Name, Vice Chancellor, Finance & Facilities)

(Signature, Director of Financial Aid)

Greg Ryan
Printed Name, Director of Financial Aid

Date

Fullerton School District
Name of Organization

1401 West Valencia Drive
Address

Fullerton, CA 92833
City, State, Zip Code

(714) 447-7450
Telephone Number

Signature of Organization Representative

Robert Pletka, Ed.D.
Printed Name of Organization Representative

Superintendent
Title of Organization Representative

CONSENT ITEM

DATE: November 12, 2013
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
PREPARED BY: Marilee Cosgrove, Director, Child Development Services
SUBJECT: **ADOPT RESOLUTION #13/14-09 AND APPROVE/RATIFY 2013/2014 CHILD DEVELOPMENT FACILITIES RENOVATION AND REPAIR CONTRACT EFFECTIVE JULY 1, 2013 THROUGH JUNE 30, 2014**

Background: Fullerton School District operates preschool programs through the State Department of Education Child Care and Development Division. Fullerton's State Preschool Program serves 328 three to five-year olds in classes at Commonwealth, Maple, Orangethorpe, Pacific Drive, Richman, Valencia Park Schools and Woodcrest Schools.

Rationale: The California Child Care and Development Division offers districts operating a State Preschool Program a Facilities Renovation and Repair Contract. These funds must be used to maintain compliance with health and safety requirements established by state licensing regulations and local health and fire departments, to comply with the Americans with Disabilities Act (ADA) of 1990, or to purchase or replace equipment necessary for the health and safety of children enrolled in state-subsidized child care and development programs. These funds must be used for child care facilities serving state-subsidized children only. Fullerton School District applied to renovate Richman State Preschool, and renovations will include playground enhancement.

Funding: Fullerton School District will receive a total of \$50,000.00 to be applied to Child Development budget #308.

Recommendation: Adopt Resolution #13/14-09 and approve/ratify 2013/2014 Child Development Facilities Renovation and Repair Contract effective July 1, 2013 through June 30, 2014.

MD:MC:ln
Attachments

**FULLERTON SCHOOL DISTRICT
RESOLUTION NUMBER 13/14-09**

CERTIFYING LOCAL AGREEMENT TO IMPLEMENT CHILD CARE AND DEVELOPMENT SERVICES AND DELEGATING THE POWER TO CONTRACT AND SIGN APPLICATIONS FOR STATE FUNDING FOR CHILD CARE AND DEVELOPMENT SERVICES AND OTHER PROJECTS TO THE DISTRICT SUPERINTENDENT AND ASSISTANT SUPERINTENDENT OF BUSINESS SERVICES

(PURSUANT TO EDUCATION CODE 39656)

WHEREAS, Section 39656 of the California Education Code authorizes the Board of Trustees of a school district to delegate by a majority vote of the Board its power to contract and to sign applications for State funding and other projects to the District Superintendent or his designee, subject to subsequent ratification by the Board; and

WHEREAS, this Board desires that Child Care and Development Services be provided without interruption; and

WHEREAS, this Board desires to apply for State Child Care and Development Services funding for which the Fullerton School District qualifies;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Fullerton School District hereby delegates to the District Superintendent and the Assistant Superintendent of Business Services for the period of July 1, 2013 through June 30, 2014 the power to sign and enter into Child Care and Development Services contracts and agreements with the State of California and to sign application documents relative to Child Care and Development Services funding.

PASSED AND ADOPTED by the Board of Trustees of the Fullerton School District this 12th day of November, 2013 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

FULLERTON SCHOOL DISTRICT

By: _____
Beverly Berryman, President
Board of Trustees

Attest: _____
Chris Thompson, Clerk
Board of Trustees

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

| | | |
|--|--|--|
| <i>Contractor/Bidder Firm Name (Printed)</i> Fullerton School District | | <i>Federal ID Number</i> 95-6001405 |
| <i>By (Authorized Signature)</i> | | |
| <i>Printed Name and Title of Person Signing</i> Robert Pletka, Ed. D., Superintendent | | |
| <i>Date Executed</i> November 12, 2013 | <i>Executed in the County of</i> Orange, CA | |

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 13-14 thru 15-16

DATE: July 01, 2013

CONTRACT NUMBER: CRPM-3046

PROGRAM TYPE: FACILITIES RENOVATION AND REPAIR

PROJECT NUMBER: 30-6650-00-3

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: FULLERTON ELEMENTARY SCHOOL DISTRICT

By signing this contract and returning it to the State, you are agreeing to use the funds identified below for the purpose of child care and development renovation and repair projects to maintain compliance with State health and safety requirements, to comply with the American with Disabilities Act (ADA), or to purchase or replace equipment necessary for the health and safety in accordance with the CHILD CARE AND DEVELOPMENT FUND-PROGRAM REQUIREMENTS FOR FACILITIES RENOVATION AND REPAIR PROJECTS (Exhibit D), the attached APPLICATION (Exhibit C) with any modifications noted, and SERVICE LOCATION(s) (Exhibit B) which by this reference are incorporated herein. The Contractor's signature also certifies compliance with "General Terms and Conditions," (GTC-610/Exhibit A) for State Contracts which are attached hereto and by this reference incorporated herein.

These funds shall not be used for any purpose considered nonreimbursable pursuant to the current Center-Base Funding Terms and Conditions (FT&Cs) and Title 5, California Code of Regulations.

Funding of this contract is contingent upon appropriation and availability of funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract. The period for which expenditures may be made with these funds shall be from July 01, 2013 through June 30, 2016. The total amount payable pursuant to this agreement shall not exceed \$50,000.00.

Expenditure of these funds shall be reported quarterly to the Child Development Fiscal Services Division (CDFS) on Form CDFS-9529. Quarterly reporting must be submitted for reimbursement of expenditures. For non-local educational agencies, expenditures made for the period July 1, 2013 through June 30, 2014 shall be included in their 2013-14 audit. Expenditures for the period July 1, 2014 through June 30, 2015 shall be included in the 2014-15 audit. Expenditures for the period July 1, 2015 through June 30, 2016 shall be included in the 2015-16 audit. All audits are due by the 15th of the fifth month following the end of the contractor's fiscal year or earlier if specified by the CDE. The audits for School Districts and County Offices shall be submitted in accordance with Education Code Section 41020.

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract. Exhibit A, General Terms and Conditions attached.

| | | | | | |
|---|---|--|-----------------|--|--|
| STATE OF CALIFORNIA | | CONTRACTOR | | | |
| BY (AUTHORIZED SIGNATURE) | | BY (AUTHORIZED SIGNATURE) | | | |
| PRINTED NAME OF PERSON SIGNING Margie Burke, Manager | | PRINTED NAME AND TITLE OF PERSON SIGNING Robert Pletka, Ed.D., Superintendent | | | |
| TITLE Contracts, Purchasing & Conference Services | | ADDRESS 1401 W. Valencia Dr., Fullerton, CA 92833 | | | |
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 50,000 | PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs | FUND TITLE General | | Department of General Services use only | |
| PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0 | (OPTIONAL USE) 0656 24861-6650 | | | | |
| TOTAL AMOUNT ENCUMBERED TO DATE \$ 50,000 | ITEM 30.10.020. 6110-702-0620 | CHAPTER 20 | STATUTE 2013 | FISCAL YEAR 2013-2014 | |
| OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6145 Rev-8590 | | | | | |
| I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. | | T.B.A. NO. | B.R. NO. | | |
| SIGNATURE OF ACCOUNTING OFFICER | | DATE | | | |

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC-307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code §.999.5(d); Govt. Code §.14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

FY 2013-14 Facilities Renovation and Repair Exhibit B
Round 1

Service Location(s)

| Applicant | County | Vendor | Site Name |
|--------------------------------------|--------|--------|-------------------------|
| Fullerton Elementary School District | Orange | 6650 | Richman State Preschool |

California Department of Education
 Child Development Division
 March 2013

RECEIVED
 APR 05 2013
 BY: _____


COPY

FY 2013-14 FRR Application

| This shaded section is for CDD Use Only | | | | | |
|---|--------|--------|-------|----------|--------|
| Notification | County | Site | State | District | School |
| | Code | Number | | Code | Code |
| FY 2013-14 FRR | 30 | 15 | 00 | 14500 | 50000 |

Exhibit C

Fiscal Year 2013-14 Facilities Renovation and Repair Application

| | | | |
|--|---|-------|----------------|
| Return to the following address: FY 2013-14 FRR Application Child Development Division 1430 N Street, Suite 3410 Sacramento, CA 95814-5901 | Submit one (1) original and three (3) copies of the completed Application by April 12, 2013, at 5 p.m. | | |
| A. California Department of Education Contractor Information | | | |
| Contractor's Legal Name | Fullerton Elementary School District | | |
| Vendor Number | 306650 | | |
| Headquarters' Mailing Address | 1401 W. Valencia Drive | | |
| City, State, ZIP Code | Fullerton, CA 92833 | | |
| County Name | Orange | | |
| Mr./Ms./Dr./Supt. or other Title | Superintendent | | |
| Executive Officer's Name | Dr. Robert Pletka | | |
| Executive Officer's Telephone Number | 714 447-7400 | | |
| Executive Officer's E-mail Address | robert_pletka@fullertonsd.org | | |
| Contact Person's Name | Marilee Cosgrove | | |
| Contact Person's Telephone Number | 714 447-2858 | | |
| Contact Person's E-mail Address | marilee_cosgrove@fullertonsd.org | | |
| B. Certification | | | |
| <p>By submitting this application, the applicant signifies acceptance of responsibility to comply with all applicable state and federal rules and regulations including, but not limited to, Title 22, Community Care Licensing Regulations and Americans with Disabilities Act of 1990. The applicant understands the California Department of Education (CDE) is not obligated to fund any projects until a contract is fully executed and projects have been approved. Further, the applicant understands that expenditures incurred outside the approved contract period of performance will not be reimbursed. The applicant understands a CDE funded program will operate at the facility(ies) benefiting from the use of these funds for at least three consecutive years from the date of contract completion, and the contractor may be billed for any portion of the three years the facility is not in use by a CDE program. The Authorized Official certifies under penalty of perjury that to the best of his/her knowledge, the information contained in this application is correct and complete.</p> | | | |
| C. Signature of Authorized Official (Use Blue Ink) | | | |
| Signature |  | Title | Superintendent |
| Printed Name | Dr. Robert Pletka | Date | April 1, 2013 |

| D. Qualifying Contract Types (check all that apply) | | |
|---|----------------------|-------------------------------------|
| <input checked="" type="checkbox"/> California State Preschool Program (CSPP) | | |
| <input type="checkbox"/> General Child Care and Development (CCTR) | | |
| <input type="checkbox"/> Migrant Child Care and Development (CMIG) | | |
| <input type="checkbox"/> Child Care and Development Services for Children with Exceptional Needs (CHAN) | | |
| E. Maximum Award Amount | | |
| Total Combined Maximum Reimbursable Amount for Qualifying Contract Types | Maximum Award Amount | Select one box only |
| E1. \$0 to \$999,999 | Up to \$20,000 | <input type="checkbox"/> |
| E2. \$1,000,000 to \$2,499,999 | Up to \$50,000 | <input checked="" type="checkbox"/> |
| E3. \$2,500,000 to \$4,999,999 | Up to \$100,000 | <input type="checkbox"/> |
| E4. \$5,000,000 to \$7,499,999 | Up to \$150,000 | <input type="checkbox"/> |
| E5. \$7,500,000 to \$9,999,999 | Up to \$200,000 | <input type="checkbox"/> |
| E6. \$10,000,000 and over | Up to \$250,000 | <input type="checkbox"/> |
| F. Prorated Portion of Total Estimated Costs For Subsidized Enrollment | | |
| Enter Grand Total from Form 5, Column D (shall not exceed Maximum Award Amount in Section E above) | \$ 50,000.00 | |
| This section is for CDD use only. CDD Adjusted Award Amount | \$ | |

**Form 3
 Project Description and Total Estimated Costs**

For Instructions: See FY 2013-14 FRR Instructions, Page 12

Site Number 1 of 1

Note: Child Development contractors applying for this funding to accomplish renovations or repairs at more than one site must complete a separate Form 3 for each site. All proposed projects must be listed and justified on Form 4.

| | | | |
|------------------------------|---|----------------------|------|
| Contractor Legal Name | Fullerton Elementary School District | Vendor Number | 6650 |
| Site Name | Richman State Preschool | | |
| Site Address | 700 S. Richman Ave. Fullerton, CA 92832 | | |

Project Type Codes: "A" = ADA; "H" = Health and Safety. In Column A, titled "Project Type," insert one of the two codes for each project listed below.

| A | B | C | D | E |
|---|--|--|--|---|
| Project Type (A or H) | Project Description (Describe work to be done to facilities only that serve children directly) | Estimated Cost (Round to nearest dollar) | Percentage of Subsidized Enrollment (See Form 2) | Prorated Portion of Total Estimated Costs |
| H | Shade Structure | \$25,000 | 100% | \$25,000 |
| H | Resurface Blacktop | \$13,000 | 100% | \$13,000 |
| H | Remove woodchips under playground structure replace with rubber mulch | \$12,000 | 100% | \$12,000 |
| | | \$ | | \$ |
| | | \$ | | \$ |
| | | \$ | | \$ |
| | | \$ | | \$ |
| | | \$ | | \$ |
| | | \$ | | \$ |
| | | \$ | | \$ |
| | | \$ | | \$ |
| | | \$ | | \$ |
| Contractor's Grand Total of Estimated Costs for all Projects at this Site. (Enter Grand Total on Form 5, Column B) | | \$50,000 | 100% | \$50,000 |
| This shaded section is for CDD use only CDD's Adjusted Amounts | | \$ | | \$ |



APPROVED

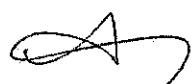
**Form 5
 Total Estimated Costs
 Summary Worksheet of all Sites**

For Instructions: See FY 2013-14 FRR Instructions, Page 13

For each site, multiply Column B times Column C to obtain the Prorated Portion of Total Estimated Costs. Sum Column D to obtain the Contractor's Grand Total.

| | | | | |
|---|--------------------------------------|---|--|---|
| Contractor Legal Name | Fullerton Elementary School District | | Vendor Number | 306650 |
| | A. | B. | C. | D. |
| Site No. | Site Name(s) | Grand Total of Estimated Costs for all Projects for each Site (See Form 3) | Percent of Subsidized Enrollment (See Form 2) | *Prorated Portion of Total Estimated Costs |
| 1. | Richman State Preschool | \$50,000 | 100% | \$50,000 |
| 2. | | \$ | | \$ |
| 3. | | \$ | | \$ |
| 4. | | \$ | | \$ |
| 5. | | \$ | | \$ |
| 6. | | \$ | | \$ |
| 7. | | \$ | | \$ |
| 8. | | \$ | | \$ |
| 9. | | \$ | | \$ |
| 10. | | \$ | | \$ |
| Contractor's Grand Total (Sum Columns B and D) *Enter the Grand Total of Column D on Application Section F, Prorated Portion of Total Estimated Costs for Subsidized Enrollment. | | \$50,000 | | \$50,000 |
| This shaded section is for CDD use only. CDD's Adjusted Grand Total | | \$ | | \$ |

APPROVED



CONSENT ITEM

DATE: November 12, 2013

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

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

PREPARED BY: Marilee Cosgrove, Director, Child Development Services

SUBJECT: **APPROVE/RATIFY AMENDED INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND SOBEIDA VELAZQUEZ FOR EARLY INTERVENTION FOR SCHOOL SUCCESS (EISS) TRAINING ON SEPTEMBER 19 AND 20, 2013 AT RICHMAN SCHOOL**

Background: The Fullerton School District received a training and instructional materials grant entitled Early Intervention for School Success (EISS) for 2013/2014 and 2014/2015. The grant is for Richman School. The program is sponsored by Orange County Department of Education and provides grants for up to \$50,000.00. Grant funds are used for research-based training for teachers on strategies to improve achievement for preschool through second grade students and professional development, which is reflected in the promotion of Professional Learning Communities. The purpose of EISS is to enable children to become successful thinkers and learners and to help them achieve academic and social success.

Rationale: A condition of the grants is for all participating teachers to attend an initial two-day training. Consultants are trained and provided by EISS. Cost of services exceeded original Independent Contractor Agreement by \$298.42.

Funding: Funding provided by EISS grant and shall not exceed \$1,679.42.

Recommendation: Approve/Ratify amended Independent Contractor Agreement between Fullerton School District and Sobeida Velazquez for Early Intervention for School Success (EISS) Training on September 19 and 20, 2013 at Richman School.

MLD:MC:ln
Attachment

2013-2014 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and Sobeida Velazquez 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: **Facilitate a mandatory Early Intervention for School Success (EISS) Grant two-day teacher training for Richman School.** Services shall be provided by Sobeida Velazquez.

2. Term. Contractor shall commence providing services under this Agreement on September 19, 2013, and will diligently perform as required and complete performance by September 20, 2013.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed ~~One Thousand Three Hundred Eighty-one~~ **One Thousand Six Hundred Seventy-Nine and 42/100** Dollars (~~\$1,381.00~~ **1,679.42**). 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: **Not Applicable**.

5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that 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 as they relate to the services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

6. Materials. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement. 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. Standard for Performance. The parties acknowledge that the District, in selecting the Contractor to perform the services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the services required hereunder. The Contractor shall perform the services in the manner of one who is a recognized specialist in the types of services to be performed. Time is of the essence in this Agreement. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties.

10. 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 (3) days after the day of mailing, whichever is sooner.

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

11. 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.

12. Insurance. The Contractor, at his/her sole cost and expense, shall insure its activities in connection with the services under this Agreement and shall obtain, keep in force, and maintain insurance as follows:

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

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

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

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

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

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

- (1) Indicate that the District and its Governing Board, officers, and employees have been endorsed as additional insureds under the coverages referred to under a., and b., and:
- (2) Include a provision that the coverages will be primary and will not participate with not be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the District.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

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
Attn: _____

CONTRACTOR:
Sobeida Velazquez
Address – on file
City, State, Zip – on file
(Attn):

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 24th DAY OF September, 2013.

FULLERTON SCHOOL DISTRICT

By: _____
Robert Pletka, Ed.D.
Superintendent

Sobeida Velazquez _____
Contractor Name

By: _____

Sobeida Velazquez _____
Typed Name

EISS Trainer _____
Title

On file _____
Taxpayer Identification Number

CONSENT ITEM

DATE: November 12, 2013
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chanjira Luu, Director, Classified Personnel Services
SUBJECT: APPROVE/RATIFY CLASSIFIED PERSONNEL REPORT

Background: The Classified Personnel Report reflects changes in employee status and was approved by the Personnel Commission at its meeting on October 14, 2013.

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

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

Recommendation: Approve/Ratify Classified Personnel Report.

CL:ph
Attachment

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 10/14/2013
PRESENTED TO THE BOARD OF TRUSTEES: 11/12/2013

| First Name | Last Name | Classification | Action | Effective | Site | Hours | Program | Range |
|------------|------------|------------------------|---------------------------------|-----------|------|----------|---------|---------|
| Terra | Horne | Instr. Asst./Rec. | Add substitute classification | 10/01/13 | 99 | | 999 | B11/1 |
| Maria | Diaz | Clerical Asst. II/BB | Change hours from 3.0/day | 08/19/13 | 19 | 15.0/wk | 403 | B20/2 |
| Karen | Khong | Occupational Therapist | Change last name from Lindquist | 10/02/13 | 54 | 32.0/wk | 505 | M14/3 |
| Michelle | Corvino | Playground Sup. | Change to regular status | 08/12/13 | 28 | 2.00 | 100 | B11/1 |
| Eisa | Rosas | Playground Sup. | Change to regular status | 08/19/13 | 11 | 2.0/wk | 100 | B11/1 |
| Lisa | Wilhite | Playground Sup. | Change to regular status | 08/19/13 | 11 | 4.0/wk | 100 | B11/1 |
| Maria | Davila | Playground Sup./sub | Change to substitute status | 09/17/13 | 22 | | 100 | B11/1 |
| Yvette | Garza | Playground Sup. | Decrease hours from 10.0/wk | 08/19/13 | 11 | 6.0/wk | 100 | B11/1 |
| Andrea | Marks | Playground Sup. | Decrease hours from 15.0/wk | 08/19/13 | 11 | 12.0/wk | 100 | B11/1 |
| Maria | Rivera | Food Service Asst. I | Extend unpaid leave of absence | 09/16/13 | 90 | 1.00 | 606 | B08/1 |
| Edith | Mendoza | Instr. Asst./Rec. | Extra summer work | 08/07/13 | 60 | 8.00 | 329 | B11/6 |
| Martha | Ramirez | Instr. Asst./Reg. | Extra summer work | 08/10/13 | 19 | 7.00 | 310 | B11/6 |
| Michelle | Sandoval | Clerical Asst. II | Hire probationary status | 09/09/13 | 23 | 3.00 | 304 | B19/1 |
| Marlene | Carbajal | Instr. Asst./Rec. | Hire probationary status | 09/19/13 | 60 | 18.0/wk | 329 | B11/1 |
| Mabbel | Chavez | Instr. Asst./Rec. | Hire probationary status | 09/11/13 | 60 | 19.75/wk | 329 | B11/1 |
| Travis | Cleveland | Instr. Asst./Rec. | Hire probationary status | 09/20/13 | 60 | 19.75/wk | 329 | B11/1 |
| Amanda | Devenski | Instr. Asst./Rec. | Hire probationary status | 09/23/13 | 60 | 18.0/wk | 329 | B11/1 |
| Sarah | Downing | Instr. Asst./Rec. | Hire probationary status | 09/23/13 | 60 | 19.75/wk | 329 | B11/1 |
| Jeanne | Hoffa | Instr. Asst./Rec. | Hire probationary status | 10/07/13 | 28 | 19.5/wk | 329 | B11/1 |
| Christy | Horning | Instr. Asst./Rec. | Hire probationary status | 09/16/13 | 30 | 12.0/wk | 302/304 | B11/1 |
| Nora | Nguyen | Instr. Asst./Rec. | Hire probationary status | 09/19/13 | 21 | 15.0/wk | 212 | B11/1 |
| Evita | Rodriguez | Instr. Asst./Rec. | Hire probationary status | 09/23/13 | 60 | 19.5/wk | 329 | B11/1 |
| Matthew | Yee | Instr. Asst./Rec. | Hire probationary status | 09/17/13 | 60 | 19.75/wk | 329 | B11/1 |
| Brittney | Estrella | Instr. Asst./Reg. | Hire probationary status | 09/30/13 | 28 | 15.0/wk | 117 | B11/1 |
| Amanda | Carmichael | Instr. Asst./SE I | Hire probationary status | 09/16/13 | 29 | 3.00 | 125 | B14/3 |
| Lisa | Connell | Instr. Asst./SE I | Hire probationary status | 09/16/13 | 26 | 3.00 | 122 | B14/1 |
| Karalynn | Hollis | Instr. Asst./SE I | Hire probationary status | 09/09/13 | 26 | 3.00 | 122 | B14/1 |
| Carolina | Jara | Instr. Asst./SE I | Hire probationary status | 09/30/13 | 11 | 3.00 | 121 | B14/1 |
| Karina | Martinez | Instr. Asst./SE I | Hire probationary status | 09/09/13 | 16 | 3.50 | 606 | B14/1 |
| Olga | Vega | Instr. Asst./SE I | Hire probationary status | 09/09/13 | 29 | 3.00 | 121 | B14/1 |
| Joshua | Espinoza | AVID Tutor | Hire regular status | 09/20/13 | 20 | 12.0/wk | 212 | \$10.00 |
| Jessica | Guzman | AVID Tutor | Hire regular status | 10/07/13 | 20 | 12.0/wk | 212 | \$10.00 |
| Patrick | Inouye | AVID Tutor | Hire regular status | 09/25/13 | 20 | 12.0/wk | 212 | \$10.00 |
| Andriana | Jacuinde | AVID Tutor | Hire regular status | 09/16/13 | 20 | 12.0/wk | 212 | \$10.00 |

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 10/14/2013
PRESENTED TO THE BOARD OF TRUSTEES: 11/12/2013

| First Name | Last Name | Classification | Action | Effective | Site | Hours | Program | Range |
|------------|-----------------|--------------------------|-------------------------------------|-----------|------|----------|---------|-------|
| Beth | Castro | Playground Sup. | Hire regular status | 09/25/13 | 17 | 1.50 | 100 | B11/1 |
| Kimberly | Chiasson | Food Service Asst. I/sub | Hire substitute status | 09/09/13 | 90 | | 606 | B08/1 |
| Sonia | Lopez | Playground Sup./sub | Hire substitute status | 09/11/13 | 24 | | 100 | B11/1 |
| Araceli | Munoz | Playground Sup./sub | Hire substitute status | 10/07/13 | 24 | | 100 | B11/1 |
| Lorena | Aguilar | Food Service Asst. I | Increase hours from 1.5 | 09/18/13 | 90 | 2.00 | 606 | B08/2 |
| Chai-Boay | Tan | Food Service Asst. I | Increase hours from 3.0 | 08/19/13 | 90 | 3.50 | 606 | B08/6 |
| Jean | Luong | Instr. Asst./SE I | Increase hours from 3.0 | 10/07/13 | 20 | 3.50 | 122 | B14/1 |
| Lizette | Rebollar | Instr. Asst./SE I | Increase hours from 3.0 | 09/25/13 | 12 | 6.00 | 242 | B14/1 |
| Karen | Hernandez | Clerical Asst. II/BB | Increase hours from 3.5 | 08/26/13 | 57 | 4.50 | 526/355 | B20/3 |
| Jo Ann | Acuna | Instr. Asst./SE II B | Increase hours from 3.75 | 09/16/13 | 17 | 6.00 | 242 | B14/2 |
| Employee | ID 1949 | Custodian I | Paid administrative leave | 09/09/13 | | | | B17/6 |
| Silvano | Cazarez | Social Service Asst. | Promotion from IA/Rec. | 10/03/13 | 21 | 25.0/wk | 302 | B17/1 |
| Carla | Tan | Instr. Asst./Rec. | Reinstatement | 09/09/13 | 60 | 19.5/wk | 329 | B11/2 |
| Kathryn | Hebert | Instr. Asst./SE II A | Related class transfer from IA/SE I | 08/12/13 | 20 | 6.50 | 242 | B14/6 |
| Lizette | Rebollar | Instr. Asst./SE II B | Related class transfer from IA/SE I | 09/25/13 | 12 | 6.00 | 242 | B14/1 |
| Aleda | Sato | Account Clerk II | Resignation | 10/14/13 | 50 | 8.00 | 530 | B24/4 |
| Jill | Oliver | Instr. Asst./SE I | Resignation | 10/09/13 | 20 | 3.50 | 122 | B14/2 |
| Lisa | Connell | Instr. Asst./SE I | Resignation on probation | 09/23/13 | 26 | 3.00 | 122 | B14/1 |
| Sergio | Ortiz | Clerical Asst. II/BB | Separation-no longer available | 09/23/13 | 99 | | 999 | B19/1 |
| Alicia | Solis | Custodian I | Service retirement | 09/16/13 | 90 | 3.50 | 606 | B17/6 |
| Matthew | Deemer | After School Site Lead | Step raise | 10/01/13 | 60 | 8.00 | | B18/3 |
| Pathida | Chaichan Nartea | Autism Supervisor | Step raise | 10/01/13 | 54 | 8.00 | | M12/2 |
| Silvia | Hernandez | Bus Driver | Step raise | 10/01/13 | 56 | 25.0/wk | | B21/4 |
| Jennifer | de Gala | Clerical Asst. II | Step raise | 10/01/13 | 15 | 8.00 | | B19/3 |
| Shiela | Hebert | Clerical Asst. II/BB | Step raise | 10/01/13 | 29 | 3.75 | | B20/5 |
| Roboam | Ramirez | Clerical Asst. II/BB | Step raise | 10/01/13 | 12 | 3.00 | | B20/2 |
| Adam | Luna | Ed Media Asst. | Step raise | 10/01/13 | 11 | 10.0/wk | | B19/4 |
| Varsha | Bhatt | Instr. Asst./Rec. | Step raise | 10/01/13 | 60 | 19.5/wk | | B11/6 |
| Abraham | Garcia | Instr. Asst./Rec. | Step raise | 10/01/13 | 60 | 19.75/wk | | B11/2 |
| Bianca | Hollis | Instr. Asst./Rec. | Step raise | 10/01/13 | 60 | 19.5/wk | | B11/2 |
| Linda | Morrison | Instr. Asst./Rec. | Step raise | 10/01/13 | 15 | 12.5/wk | | B11/3 |
| Erica | Pereyra | Instr. Asst./Rec. | Step raise | 10/01/13 | 60 | 19.75/wk | | B11/6 |
| Ehimy | Perez | Instr. Asst./Rec. | Step raise | 10/01/13 | 60 | 19.5/wk | | B11/2 |
| Arnold | Vaughn | Instr. Asst./Rec. | Step raise | 10/01/13 | 18 | 15.5/wk | | B11/2 |

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 10/14/2013
PRESENTED TO THE BOARD OF TRUSTEES: 11/12/2013

| First Name | Last Name | Classification | Action | Effective | Site | Hours | Program | Range |
|------------|--------------|--------------------------|------------------------------------|-----------|------|---------|---------|-------|
| Kathleen | Zehnpfenning | Occupational Therapist | Step raise | 10/01/13 | 54 | 8.00 | | M14/2 |
| Reyna | Hernandez | Instr. Asst./Rec. | Temporary additional hours | 09/04/13 | 20 | | 302 | B11/1 |
| Stephanie | Soltero | Instr. Asst./SE I | Temporary additional hours | 10/01/13 | 16 | 3.75 | 122 | B14/3 |
| Alma | Caballero | Social Service Asst. | Transfer from Orangethorpe to V.P. | 10/07/13 | 28 | 8.00 | 212/302 | B17/6 |
| Deborah | Katz | Instr. Asst./SE I | Transfer from Richman to Wood | 09/03/13 | 29 | 6.00 | 242 | B14/6 |
| Maria | Oregel | Instr. Asst./SE I | Transfer from Wood/Beech | 08/12/13 | 29 | 5.00 | 122 | B14/6 |
| Alicia | Gordon | Instr. Asst./SE I | Transfer from Woodcrest to G.H. | 09/03/13 | 15 | 6.00 | 242 | B14/6 |
| Sam | Ricchio | Director, Tech.Media Svc | Working out of class stipend | 10/07/13 | 59 | 8.00 | 409 | M16/3 |
| Carmen | Serna | Executive Secretary | Working out of class stipend | 04/22/13 | 57 | 8.00 | 526 | M08/3 |
| Angela | Naranjo | After School Site Lead | Working out of classification | 08/26/13 | 60 | 30.0/wk | 329 | B18/4 |

CONSENT ITEM

DATE: November 12, 2013
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chanjira Luu, Director, Classified Personnel Services
SUBJECT: **APPOINT RODNEY LUSCH AS CLASSIFIED EMPLOYEES' PERSONNEL COMMISSIONER EFFECTIVE DECEMBER 1, 2013**

Background: Nancy Spencer is currently serving as the appointee of the classified employees to the Personnel Commission. Her current three-year term expires December 1, 2013. After 33 year of service, Ms. Spencer has decided not to accept reappointment to another term. California School Employees Association, Chapter #130, announced Mr. Rodney Lusch as their nominee at the October 15 Board of Trustees' meeting and submitted their follow-up correspondence to the Board on October 24, 2013.

Rationale: Pursuant to Education Code Section 45246, the Governing Board shall appoint the nominee of the classified employees to the Personnel Commission, to be effective on the date on which the vacancy would occur.

Funding: Not applicable.

Recommendation: Appoint Rodney Lusch as Classified Employees' Personnel Commissioner effective December 1, 2013.

CL:ph

CONSENT ITEM

DATE: November 12, 2013

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

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

PREPARED BY: Marilee Cosgrove, Director, Child Development Services

SUBJECT: **APPROVE OUT-OF-STATE CONFERENCE FOR THE REGGIO INSPIRATION IN PUBLIC SCHOOLS, LEARNING OUTCOMES AND STANDARDIZED ASSESSMENT CONFERENCE ON JANUARY 16-18, 2014, IN TUCSON, ARIZONA, FOR MARK DOUGLAS, MARILEE COSGROVE, AMANDA SEGOVIA HALE, MARCY ROWATT, KATIE WEBER, KIM GERARD, BETTE CHANG, TANIA RUIZ, HIMASHIE PERERA AND MATT DEEMER**

Background: Tucson Children’s Project is hosting The Reggio Inspiration in Public Schools, Learning Outcomes and Standardized Assessment Conference, which is designed for all educators to advance their knowledge of the Reggio Emilia approach in public education. This conference was created based upon an inquiry by Fullerton School District Child Development Services as the Ochoa Magnet School in the Tucson Unified School District is Reggio inspired with similar demographics.

Rationale: Attendees will tour Reggio-inspired schools and be presented with research results on the Reggio Emilia approach and children’s outcomes building upon prior knowledge to provide continuum of learning for preschool – 2nd grade. Child Development Services Director, Orangethorpe School Principal, Teachers, Social Services Assistant, and After School Program Site Leads will share and utilize information with Orangethorpe School teachers and Child Development Services preschool and after school program teachers and staff.

Funding: Cost not to exceed \$8,200.00 and is to be paid from Child Development budgets #085.

Recommendation: Approve out-of-state conference for The Reggio Inspiration in Public Schools, Learning Outcomes and Standardized Assessment Conference on January 16-18, 2014, in Tucson, Arizona, for Mark Douglas, Marilee Cosgrove, Amanda Segovia Hale, Marcy Rowatt, Katie Weber, Kim Gerard, Bette Chang, Tania Ruiz, Himashie Perera and Matt Deemer.

MLD:MC:ln

CONSENT ITEM

DATE: November 12, 2013

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

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

PREPARED BY: Marilee Cosgrove, Director, Child Development Services

SUBJECT: APPROVE OUT-OF-STATE CONFERENCE FOR OPAL SCHOOL VISITATION ON APRIL 23-25, 2014, IN PORTLAND, OREGON, FOR MARILEE COSGROVE, AMANDA SEGOVIA HALE, MARCY ROWATT, KATIE WEBER, TERRY RADZAI SANCHEZ, CELIA PILKINGTON, SANDRA SHEARER, ERIKA GOMEZ, HIMASHIE PERERA AND JAMIE CHAPMAN

Background: The Portland Children’s Museum is hosting an Opal School Visitation, which is designed specifically for Fullerton School District educators to advance their knowledge of the Reggio Emilia approach in public education. Opal School is a public preschool – 5th grade, multi-age classroom, located within the Portland Children’s Museum.

Rationale: Attendees will observe Opal School classrooms instructional approaches and inquiry-based learning through the arts and sciences. In addition, staff will dialogue with Opal School staff on differentiated instruction and concept development in science and math, building upon prior knowledge to provide continuum of learning for preschool – 2nd grade. Child Development Services Director, Orangethorpe School Principal, Teachers, Preschool Teacher, Social Services Assistant, and After School Program Site Leads will share and utilize information with Orangethorpe School teachers and Child Development Services preschool and after school program teachers and staff.

Funding: Cost not to exceed \$12,500.00 and is to be paid from Child Development budgets #085.

Recommendation: Approve out-of-state conference for Opal School Visitation on April 23-25, 2014, in Portland, Oregon, for Marilee Cosgrove, Amanda Segovia Hale, Marcy Rowatt, Katie Weber, Terry Radzai Sanchez, Celia Pilkington, Sandra Shearer, Erika Gomez, Himashie Perera and Jamie Chapman.

MLD:MC:ln

CONSENT ITEM

DATE: November 12, 2013
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Susan Hume, Assistant Superintendent, Business Services
PREPARED BY: Steve Miller, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANT NUMBER 1090 FOR THE 2013/2014 SCHOOL YEAR (DISTRICT 40, VAN DAELE)

Background: Board approval is requested for warrant number 1090 for the 2013/2014 school year. The total amount presented for approval is \$3,284.38.

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

| | | |
|----|--------------|-------------------|
| 01 | General Fund | \$3,284.38 |
| | Total | <u>\$3,284.38</u> |

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

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

Recommendation: Approve/Ratify warrant number 1090 for the 2013/2014 school year (District 40, Van Daele).

SH:SM:gs

CONSENT ITEM

DATE: November 12, 2013
TO: Robert Pletka, Ed.D, District Superintendent
FROM: Susan Hume, Assistant Superintendent, Business Services
PREPARED BY: Steve Miller, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANT NUMBER 1141 FOR THE 2013/2014 SCHOOL YEAR (DISTRICT 48, AMERIGE HEIGHTS)

Background: Board approval is requested for warrant number 1141 for the 2013/2014 school year. The total amount presented for approval is \$3,364.64.

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

| | | |
|----|--------------|-------------------|
| 01 | General Fund | \$3,364.64 |
| | Total | <u>\$3,364.64</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 1141 for the 2013/2014 school year (District 48, Amerige Heights).

SH:SM:gs

CONSENT ITEM

DATE: November 12, 2013

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Kenyatta Turner, Director, Nutrition Services

SUBJECT: APPROVE/RATIFY FIVE-YEAR CONTRACT WITH TIME WARNER CABLE TO PROVIDE A 50Mbps FIBER OPTIC CIRCUIT FROM THE FULLERTON SCHOOL DISTRICT OFFICE, 1401 W. VALENCIA DR., FULLERTON, CA, TO NUTRITION SERVICES, 389 W. TRUSLOW AVE., FULLERTON, CA, BEGINNING OCTOBER 21, 2013 THROUGH OCTOBER 20, 2018

Background: Fullerton School District currently contracts with AT&T for connectivity between the District Office and Nutrition Services. The current connection is a T1 data line running at 1.5Mbps and is no longer meeting the data needs of Nutrition Services.

Rationale: Nutrition Services needs a modern data connection to meet its growing data needs. The older technology is slower and more prone to outages during severe weather conditions than the proposed connection and service. This will also support the ability of Nutrition Services to accurately feed students and monitor their accounts.

Funding: The estimated monthly cost before E-Rate and the California Teleconnect Fund (CTF) discounts is \$995.00 and will be paid from Nutrition Services budget number 0160690371-5902.

Recommendation: Approve/Ratify five-year contract with Time Warner Cable to provide a 50Mbps fiber optic circuit from the Fullerton School District Office, 1401 W. Valencia Dr., Fullerton, CA, to Nutrition Services, 389 W. Truslow Ave., Fullerton, CA, beginning October 21, 2013 through October 20, 2018.

SH:KT:dlh
Attachment



Business Class Customer Service Order

Account Executive: Robert Estrada
 Phone: (909) 274-7926 ext:
 Cell Phone: (562) 688-3683
 Fax:
 Email: robert.estrada1@twcable.com

| | | |
|--------------------------------------|---------------------------------|---|
| Business Name | Fullerton SD Nutrition Services | Customer Type: |
| Federal Tax ID | Tax Exempt Status | Tax Exempt Certificate # |
| Billing Address | Account Number | |
| 1401 Valencia Dr. Fullerton CA 92832 | | |
| Billing Contact | Billing Contact Phone | Billing Contact Email Address |
| Sam Ricchio | (714) 447-7483 | sam_ricchio@fullertonsd.org |
| Authorized Contact | Authorized Contact Phone | Authorized Contact Email Address |
| Susan Cross Hume | (714) 447-7483 | susan_hume@fullertonsd.org |
| Technical Contact | Technical Contact Phone | Technical Contact Email Address |

| | | | | |
|--|---------------------------------------|----------------------|------------------|------------------------------------|
| Dedicated Internet, Metro Ethernet, and Private Line Service Order Information For 389 W Truslow Ave Fullerton CA 92832 | | | | |
| Site Name | Address Location | Location Type | Bandwidth | Customer Requested Due Date |
| Nutrition | 389 W Truslow Ave Fullerton, CA 92832 | | 50MB Pt2Pt | ASAP |

| | | | | |
|---|-----------------|--------------------|--------------------------------|----------------------|
| New and Revised Services and Monthly Charges At 389 W Truslow Ave , Fullerton CA 92832 | | | | |
| Description | Quantity | Sales Price | Monthly Recurring Total | Contract Term |
| BCF Fiber Metro E Intrastate | 1 | \$995.00 | \$995.00 | 60 Months |
| *Total | | | \$995.00 | |
| *Prices do not include taxes and fees. | | | | |

Special Terms

The services, products, prices and terms identified on this Service Order constitute Time Warner Cable's offer to provide such services on such terms. Until Customer has accepted this offer by signing as appropriate below, Time Warner Cable reserves the right to rescind this offer at any time, at its sole discretion.

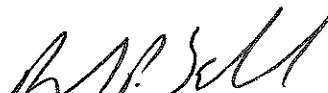
The Agreement shall be renewable for successive terms unless at least thirty (30) days prior to the expiration of the then-current term, either party notifies the other party of such party's intent not to renew this Agreement. Agreement term and corresponding monthly billing will commence on actual service installation date. Cable television and Work-at-home services are subject to annual price change.

WAIVE ALL INSTALL FEES


50 MB X 50 MB POINT TO POINT FROM 1401 VALENCIA DR TO 389 W TRUSLOW AVE, BOTH IN FULLERTON.

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.



Authorized Signature for Time Warner Cable
Andrew P. Sahli Sales manager
Printed Name and Title
10/22/13
Date Signed



Authorized Signature for Customer
Susan Hurme Asst. Syst. Busine
Printed Name and Title
11-21-13
Date Signed



Service Agreement

This Time Warner Cable Business Class Service Agreement ("Service Agreement") in addition to the Time Warner Cable Business Class Terms and Conditions ("Terms and Conditions") and any Time Warner Cable Business Class Service Orders (each, a "Service Order"), constitute the Master Agreement by and between customer identified below ("Customer") and Time Warner Cable ("TWC" or "Operator") and is effective as of the date last signed below.

Time Warner Cable Information

ADDRESS: 17777 Center Court Dr.
 Cerritos, CA. 90703
 PHONE: 562-688-3683

Customer Information

| | | | | |
|---|---------------------|-----------------|------------------------------------|-----------------|
| Customer Name: Fullerton School District – Nutrition Services | | | Federal ID No: | |
| Billing Address: 1401 Valencia Dr. | Suite: | City: Fullerton | State: CA | Zip Code: 92833 |
| Billing Contact Name: Sam Ricchio | Phone: 714-447-7483 | | E-mail:sam_ricchio@fullertonsd.org | |
| Authorized Contact Name: Susan Cross Hume | Phone: 714-447-7483 | | E-mail:susan_hume@fullertonsd.org | |

Agreement

THIS SERVICE AGREEMENT HEREBY INCORPORATES BY REFERENCE THE TERMS AND CONDITIONS (AVAILABLE AT <http://business.twc.com/legal>), A COPY OF WHICH WILL BE PROVIDED TO CUSTOMER UPON REQUEST. BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS, INCLUDING SECTION 21 THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE DISPUTES RELATING TO THE TIME WARNER CABLE BUSINESS CLASS SERVICES AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Electronic Signature Disclosure

| Authorized Signature for | Authorized Signature for Customer |
|---------------------------------|-----------------------------------|
| By: | By: |
| Name (printed): Andrew P. Sabli | Name (printed): |
| Title: Sales Manager | Title: |
| Date: 10/22/13 | Date: |

Time Warner Cable Business Class

Ethernet and Dedicated Internet Access Service Level Agreement

This document outlines the Service Level Agreement ("SLA") for the Ethernet and Dedicated Internet Access ("DIA") fiber-based Services (each, a "Service"). Capitalized words used, but not defined herein, shall have the meanings given to them in the Time Warner Cable Business Class Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the "Agreement"). This SLA is a part of, and hereby incorporated by reference into, the Agreement. If any provision of this SLA, on the one hand, and any provision of the Agreement, on the other hand, are inconsistent or conflicting, the inconsistent or conflicting provision of this SLA shall control.

I. SLA Targets:

| Service | Availability | Mean Time To Restore ("MTTR") | Latency (Roundtrip) | Packet Loss |
|--|---|---|---|-------------|
| DIA / Ethernet (Metro and Regional Services) | End to End: 99.99% (On-Net Circuit) | Priority 1 Outages within 4 hours | DIA: 45ms | <0.1% |
| | | | Ethernet: Metro Market - 10ms Wide Area Market - 25ms Metro Market Exception - 45 ms | |

II. Priority Classification:

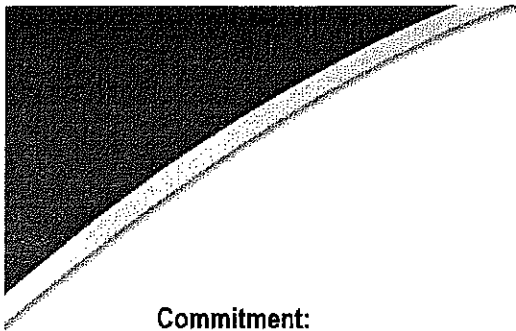
A "Service Disruption" is defined as a disruption or degradation that interferes with the ability of a TWC network hub to: (i) transmit and receive network traffic on Customer's dedicated access port at the TWC network hub; and (ii) exchange network traffic with another TWC network hub. The Service Disruption period begins when Customer reports a Service Disruption using TWC's trouble ticketing system by contacting Customer Care, TWC acknowledges receipt of such trouble ticket, and TWC validates that the Service is affected. The Service Disruption ends when the affected Service has been restored.

TWC will classify Service Disruptions as follows:

| Priority | Criteria |
|------------|--|
| Priority 1 | a. Total loss of Service other than as a result of Excluded Disruptions (as defined below) b. Service degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing. |
| Priority 2 | Degraded Service where Customer is able to use the Service and is not prepared to release it for immediate testing. |
| Priority 3 | a. A service problem that does not impact the Service. b. A single non-circuit specific quality of Service inquiry. |

III. Network Availability

"Network Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the circuit is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month. Downtime excludes (i) planned outages, (ii) routine maintenance, (iii) time when TWC is unable to gain access to Customer's premises to troubleshoot, repair or replace equipment or the circuit, (iv) service problems resulting from acts or omissions of Customer, (v) Customer equipment failures, and (vi) Force Majeure Events (collectively "Excluded Disruptions").



Commitment:

TWC's monthly Network Availability Target is 99.99% for that portion of the circuit that is part of TWC's own network ("On-Net Circuit") and not any portion that is provided by a third party.

The following table contains examples of the percentage of Network Availability translated into minutes of Downtime for the 99.99% Network Availability target:

| Percentage by Days Per Month | Total Minutes / Month | Downtime Minutes |
|------------------------------|-----------------------|------------------|
| 99.99% for 31 Days | 44,640 | 4.5 |
| 99.99% for 30 Days | 43,200 | 4.3 |
| 99.99% for 29 Days | 41,760 | 4.2 |
| 99.99% for 28 Days | 40,320 | 4 |

IV. Mean Time To Restore ("MTTR")

The MTTR measurement for a Priority 1 Outage is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes TWC to restore Service for an On-Net Circuit following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for that circuit.

MTTR per calendar month is calculated as follows:

| |
|---|
| $\frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per On-Net Circuit}}{\text{Total number of Priority 1 Outage trouble tickets per On-Net Circuit}}$ |
|---|

V. Latency (On-Net Circuit)

Latency is the average roundtrip network delay, measured every 5 minutes during a calendar month, to adequately determine a consistent average monthly performance level for latency for each On-Net Circuit. The roundtrip delay is expressed in milliseconds (ms).

For DIA, TWC measures latency using a standard 64 byte ping from the Customer dedicated access port at the TWC network hub to the TWC Internet access router in a roundtrip fashion between TWC inter-regional transit backbone (TBONE) routers.

For Ethernet, TWC measures latency using a standard 64 byte ping between closest TWC network hubs to corresponding site A and site Z locations in a roundtrip fashion.

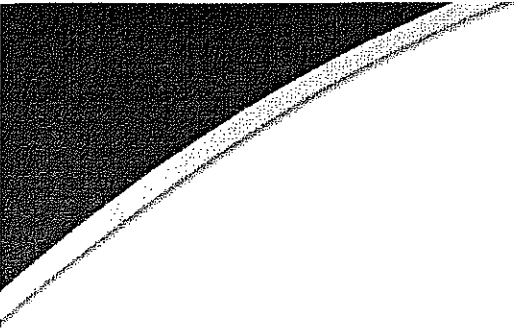
Latency is calculated as follows:

| |
|---|
| $\text{Latency} = \frac{\text{Sum of the roundtrip delay measurements for an On-Net Circuit}}{\text{Total \# of measurements for an On-Net Circuit}}$ |
|---|

Latency targets for Ethernet circuits in defined Metro Area Markets, Wide Area Markets, and Metro Market Area Exceptions are as follows:

| Metro Area Market 40ms Latency | Wide Area Market 200ms Latency | Metro Area Market Exceptions 40ms Latency |
|---|---|---|
| Round Trip between both sites A and Z are within the same Metro Area Market | Round Trip between any 2 Metro Area Markets within Wide Area Market | Round Trip between any Metro Area Market and Metro Area Market Exception within same Wide Area Market, except that where both sites A and Z are within the same Metro Market Area Exception, the latency target is 10ms |
| <ul style="list-style-type: none"> • Dallas, TX • Houston, TX • Denver, CO • Denver, TX | <ul style="list-style-type: none"> • Seattle, TX • San Antonio, TX • Atlanta, GA, TX | <ul style="list-style-type: none"> • El Paso, TX • Albuquerque, NM, TX |

| Metro Area Market – 10ms Latency | Wide Area Market – 25ms Latency | Metro Area Market Exceptions – 45ms Latency |
|--|--|---|
| Round trip where both sites A and Z are <i>within</i> the same Metro Area Market | Round trip <i>between</i> any 2 Metro Area Markets within Wide Area Market | Round Trip <i>between</i> any Metro Area Market and Metro Area Market Exception within same Wide Area Market, except that where both sites A and Z are within the same Metro Market Area Exception, the Latency target is 10ms. |
| <ul style="list-style-type: none"> • North Los Angeles, CA • South Los Angeles, CA • San Diego, CA • Palm Springs, CA | <ul style="list-style-type: none"> • Desert Cities, CA • Yuma, AZ • Honolulu, HI PacWest Region | <ul style="list-style-type: none"> • Coeur d'Alene, ID • Gunnison, CO • Telluride, CO • Pullman, WA |
| <ul style="list-style-type: none"> • Columbus, OH • Cincinnati, OH • Dayton, OH • Akron, OH • Cleveland, OH • Green Bay, WI • Milwaukee, WI | <ul style="list-style-type: none"> • Louisville, KY • Lexington, KY • Richmond, KY • Lincoln, NE • Kansas City, MO • Kansas City, KS • Lima, OH Mid-West Region | <ul style="list-style-type: none"> • Libby, MT • Dothan, AL |
| <ul style="list-style-type: none"> • New York City (including all surrounding boroughs and metro areas in New Jersey and Pennsylvania) | <ul style="list-style-type: none"> • Albany, NY • Buffalo, NY • Rochester, NY • Syracuse, NY Northeast/ NYC Region | <ul style="list-style-type: none"> • Portland, ME |
| <ul style="list-style-type: none"> • Greensboro, NC • Raleigh, NC • Charlotte, NC • Wilmington, SC | <ul style="list-style-type: none"> • Columbia, SC • Myrtle Beach, SC • Hilton Head, SC Carolinas | <ul style="list-style-type: none"> • None |



VI. Packet Loss (On Net)

Packet Loss is defined as the percentage of packets that are not successfully received compared to the total packets that are sent in a calendar month. The percentage calculation is based on packets that are transmitted from a network origination point and received at a network destination point (TWC network hub to TWC network hub).

Packet Loss is calculated as follows:

| |
|---|
| $\text{Packet Loss (\%)} = 100 (\%) - \text{Packets Received (\%)}$ |
|---|

VII. Network Maintenance

Maintenance Notice:

Customer understands that from time to time, TWC will perform network maintenance for network improvements and preventive maintenance, and in some cases, TWC will have to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. TWC will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance.

Maintenance Windows:

Routine maintenance may be performed during the following maintenance windows:

Monday – Friday 12 a.m. – 6 a.m. Local Time

VIII. Service Credits

Any SLA credits shall be calculated based on a percentage of the Service Charges for the Service that was affected by the Service Disruption. All credits must be (a) requested by the Customer within 30 days of a Service Disruption by calling the Customer Care Center and opening a trouble ticket and (b) confirmed by TWCBC engineering support teams as associated with a trouble ticket and as failing to meet the Network Availability and/or MTTR targets. The credits described in this SLA shall constitute Customer's sole and exclusive remedies, and TWC's sole and exclusive liabilities, with respect to TWC's failure to meet any service level commitments outlined herein. Customer shall not be eligible for credits exceeding four (4) months of Customer's applicable monthly Service Charges during any calendar year.

Network Availability Credits

In the event that Network Availability is less than 99.99% in any calendar month, then upon Customer's compliance with this section, Customer is entitled to receive a credit equal to thirty percent (30%) of the applicable monthly Service Charges for the affected Service, to be applied as a credit or set-off against any amounts otherwise due by Customer to TWC.

Meantime to Restore Credits

In the event that MTTR for Priority 1 Outage averages greater than 03:59:59 hours, then upon Customer's compliance with this section, Customer is entitled to receive a credit equal to the percentage of the applicable monthly Service Charges for the affected Service as set forth below, to be applied as a credit or set-off against any amounts otherwise due by Customer to TWC.

| MTTR | Monthly Credit (% of Service Charges) |
|---------------------------|--|
| > 4 hours ≤ 7:59:59 hours | 4% |
| > 8 hours | 10% |

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CONSENT ITEM

DATE: November 12, 2013

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Becky Silva, Assistant Director, Business Services

SUBJECT: **ADOPT RESOLUTIONS NUMBERED 13/14-B018 THROUGH 13/14-B024 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

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

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

Funding: Not applicable.

Recommendation: Adopt Resolutions numbered 13/14-B018 through 13/14-B024 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

SH:BS:gs
Attachment

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that the previously budgeted income in the amount of \$3,490 will not be received. It is hereby resolved to adjust accounts according to Section 42602 of the Education Code of California as follows:

GENERAL FUND 01
UNRESTRICTED

| <u>Budget Acct. #</u> | <u>Income Source</u> | <u>Amount</u> |
|-----------------------|--|---------------|
| 8011 | Revenue Limit State Aid – Current Year | -\$150,302 |
| 8012 | Education Protection Revenue | -1,535 |
| 8560 | State Lottery Revenue | 64,060 |
| 8699 | All Other Local Revenue | 84,287 |
| | Total: | -\$3,490 |

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

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

| <u>Budget Acct. #</u> | <u>Expenditure Source</u> | <u>Amount</u> |
|-----------------------|---------------------------------------|---------------|
| 1000 | Certificated Salaries | \$313,299 |
| 2000 | Classified Salaries | 200,060 |
| 3000 | Employee Benefits | 27,888 |
| 4000 | Books and Supplies | -167,166 |
| 5000 | Services & Other Operating Expenses | 166,341 |
| 7000 | Other Outgo | 84,287 |
| 9789 | Designated for Economic Uncertainties | -628,199 |
| | Total: | -\$3,490 |

Explanation: This Resolution reflects adjustments to State revenue for the Local Control Funding Formula (LCFF) and the Education Protection Account, an increase to State Lottery for the 2012/13 4th quarter allocation, and an increase to Laptop receipts. Changes for First Interim adjustments to salaries and benefits are included as well as increased salaries and benefits based on the tentative agreements with the District’s bargaining units that were presented to the Board of Trustees at the regular board meeting on October 15, 2013. This resolution also reflects an interfund transfer for Laptop receipts to the Building Fund (Fund 21) and adjustments to projected expenditures in the unrestricted General Fund.

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

Date: _____

By: _____

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$180,443 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

GENERAL FUND 01
RESTRICTED

| <u>Budget Acct. #</u> | <u>Income Source</u> | <u>Amount</u> |
|-----------------------|---------------------------|---------------|
| 8290 | All Other Federal Revenue | \$119,595 |
| 8560 | State Lottery Revenue | 60,848 |
| | Total: | \$180,443 |

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

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

| <u>Budget Acct. #</u> | <u>Expenditure Source</u> | <u>Amount</u> |
|-----------------------|---------------------------------------|---------------|
| 1000 | Certificated Salaries | \$258,490 |
| 2000 | Classified Salaries | -42,299 |
| 3000 | Employee Benefits | 18,679 |
| 4000 | Books and Supplies | 64,849 |
| 5000 | Services & Other Operating Expenses | -72,487 |
| 7000 | Other Outgo | 5,966 |
| 9789 | Designated for Economic Uncertainties | -52,755 |
| | Total: | \$180,443 |

Explanation: This Resolution reflects an increase to revenue and expenditures for 2012/13 4th quarter Prop 20 Lottery, the 2013/14 Title I grant, and a reduction to the Title II Teacher Quality grant. Changes for First Interim adjustments to salaries and benefits in Special Education and Restricted Routine Maintenance budgets are included as well as increased salaries and benefits based on the tentative agreements with the District's bargaining units that were presented to the Board of Trustees at the regular board meeting on October 15, 2013. This resolution also reflects adjustments to projected expenditures in the restricted General Fund.

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

Date: _____

By: _____

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that the previously budgeted income in the amount of \$21,012 will not be received. It is hereby resolved to adjust accounts according to Section 42602 of the Education Code of California as follows:

CHILD DEVELOPMENT FUND 12

| <u>Budget Acct. #</u> | <u>Income Source</u> | <u>Amount</u> |
|-----------------------|---------------------------|---------------|
| 8290 | All Other Federal Revenue | -\$71,012 |
| 8590 | All Other State Revenue | 50,000 |
| | Total: | -\$21,012 |

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

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

| <u>Budget Acct. #</u> | <u>Expenditure Source</u> | <u>Amount</u> |
|-----------------------|-------------------------------------|---------------|
| 1000 | Certificated Salaries | \$92,205 |
| 2000 | Classified Salaries | -76,074 |
| 3000 | Employee Benefits | -14,401 |
| 4000 | Books and Supplies | -79,779 |
| 5000 | Services & Other Operating Expenses | 67,037 |
| 9780 | Other Designations | -10,000 |
| | Total: | -\$21,012 |

Explanation: This Resolution reflects adjustments to the 2013/14 allocations for the Federal Preschool and Federal Preschool Match entitlements and increased revenue for the Child Development Facility Renovation program. This resolution also reflects adjustments to projected expenditures in the Child Development Fund.

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

Date: _____

By: _____

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

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

DEFERRED MAINTENANCE FUND 14

| <u>Budget Acct. #</u> | <u>Expenditure Source</u> | <u>Amount</u> |
|-----------------------|-------------------------------------|---------------|
| 4000 | Books and Supplies | \$3,800 |
| 5000 | Services & Other Operating Expenses | -3,800 |
| | Total: | \$0 |

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

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

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

Date: _____

By: _____

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$75,488 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

BUILDING FUND 21

| <u>Budget Acct. #</u> | <u>Income Source</u> | <u>Amount</u> |
|-----------------------|---|-----------------|
| 8919 | Other Authorized Interfund Transfers In | \$84,287 |
| 8979 | All Other Financing Sources | -8,799 |
| | Total: | <u>\$75,488</u> |

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

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

| <u>Budget Acct. #</u> | <u>Income Source</u> | <u>Amount</u> |
|-----------------------|----------------------|-----------------|
| 6000 | Capital Outlay | -\$8,799 |
| 9780 | Other Designations | \$84,287 |
| | Total: | <u>\$75,488</u> |

Explanation: This Resolution reflects an interfund transfer from the General Fund (Fund 01) and an adjustment to revenue for Laptop receipts in the Building Fund.

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

Date: _____

By: _____

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

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

CAPITAL FACILITIES FUND 25

| <u>Budget Acct. #</u> | <u>Expenditure Source</u> | <u>Amount</u> |
|-----------------------|-------------------------------------|---------------|
| 5000 | Services & Other Operating Expenses | \$16,999 |
| 6000 | Capital Outlay | -16,999 |
| | Total: | \$0 |

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

Explanation: This Resolution reflects adjustments to projected expenditures in the Capital Facilities Fund.

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

Date: _____

By: _____

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

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

SPECIAL RESERVE FOR CAPITAL OUTLAY PROJECTS FUND 40

| <u>Budget Acct. #</u> | <u>Income Source</u> | <u>Amount</u> |
|-----------------------|----------------------|---------------|
| 6000 | Capital Outlay | \$201,500 |
| 9780 | Other Designations | -201,500 |
| | Total: | \$0 |

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

Explanation: This Resolution reflects an increase to expenditures for facility projects at school sites in the Special Reserve for Capital Outlay Projects Fund.

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

Date: _____

By: _____

CONSENT ITEM

DATE: November 12, 2013

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Dr. Mathew Barnett, Principal, Nicolas Junior High School

SUBJECT: **APPROVE/RATIFY INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND JEREMY BATES OF REVOLUTION SPEAK TO PROVIDE STUDENT DEVELOPMENT TRAINING FOR THE BOYS' AND GIRLS' CONFERENCES ON OCTOBER 21 AND 28, 2013**

Background: Nicolas Junior High School is committed to improving student achievement by strengthening adolescent resiliency in decision making when faced with challenges such as alcohol/drug use, bullying, gangs, and violence.

Last year, the Boys' and Girls' Conferences were a huge success. The attendance at both conferences was 98-100%. The young boys and girls that participated in the conferences were inspired by the presentations given by Mr. Bates. The students were given the opportunity to realize and reinforce personal strengths to offset harmful peer pressure.

Rationale: Programs provided by Mr. Bates will help students build life skills while cultivating their innovation, creativity, and passion.

Funding: Cost is not to exceed \$2,850.00 and is to be paid from Nicolas Junior High School's Title I funds (#212).

Recommendation: Approve/Ratify Independent Contractor Agreement between Fullerton School District and Jeremy Bates of Revolution Speak to provide student development training for the Boys' and Girls' Conferences October 21 and 28, 2013.

JM:MB:nm
Attachment

2013-2014 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Jeremy Bates (Owner), Revolution Speak** 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: **Jeremy Bates of Revolution Speak. Nicolas Junior High School is committed to improving student achievement by strengthening adolescent resiliency in decision-making when faced with challenges such as alcohol/drug use, bullying, gangs, peer pressure and violence. Programs provided by Mr. Bates will help students build life skills, while cultivating their innovation, motivation, creativity, and self-esteem.**

2. Term. Contractor shall commence providing services under this Agreement on **October 21, 2013**, and will diligently perform as required and complete performance by **October 28, 2013**. **Each conference will be six hours of service for a total of 12 hours.**

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **two-thousand eight hundred and fifty dollars (\$2,850.00)**. Contractor shall submit a detailed invoice to 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 as they relate to the services to be provided under this

Agreement. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

6. Materials. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement. 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. Standard for Performance. The parties acknowledge that the District, in selecting the Contractor to perform the services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the services required hereunder. The Contractor shall perform the services in the manner of one who is a recognized specialist in the types of services to be performed. Time is of the essence in this Agreement. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties.

10. 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 (3) days after the day of mailing, whichever is sooner.

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

this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party, or no later than three (3) days after the day of mailing, whichever is sooner.

11. 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.

12. Insurance. The Contractor, at his/her sole cost and expense, shall insure its activities in connection with the services under this Agreement and shall obtain, keep in force, and maintain insurance as follows:

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

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

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

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

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

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

- (1) Indicate that the District and its Governing Board, officers, and employees have been endorsed as additional insureds under the coverages referred to under a., and b., and:
- (2) Include a provision that the coverages will be primary and will not participate with not be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the District.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

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

CONTRACTOR:
Jeremy Bates, Revolution Speak
Address on File

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 12th DAY OF November 2013 .

FULLERTON SCHOOL DISTRICT

Jeremy Bates, Revolution Speak
Contractor

By:

By:

Robert Pletka, Ed.D.
Superintendent

Signature

On File
Taxpayer ID Number

CONSENT ITEM

DATE: November 12, 2013
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
PREPARED BY: Sam Ricchio, Assistant Director, Technology & Media Services
SUBJECT: **APPROVE REQUEST TO SOLICIT COMPETITIVE PROPOSALS FOR BIDS FOR TELECOMMUNICATIONS AND DATA SERVICES FOR E-RATE Y17 (2014/2015) UTILIZING PUBLIC CONTRACT CODE (PCC) 20118.2**

Background: The Fullerton School District is currently using a wide area network consisting of a fiber optic network providing speeds of 45mbps to the District Office. This is the maximum speed a school site can connect to the Internet.

Rationale: With the addition of Internet capable devices and even more being purchased in the coming year, more bandwidth is required to access educational content needed by the schools.

Funding: Not applicable.

Recommendation: Approve request to solicit competitive proposals for bids for telecommunications and data services for E-rate Y17 (2014/2015) utilizing public contract code (PCC) 20118.2.

JM:SR:sg
Attachment

CONSENT ITEM

DATE: November 12, 2013
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Susan Hume, Assistant Superintendent, Business Services
SUBJECT: APPROVE/RATIFY FIRST AMENDMENT TO LICENSE AGREEMENT WITH THE NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, EFFECTIVE DECEMBER 1, 2013

Background: In order to operate its emergency communications system, the District in 2011 entered into a license agreement with the North Orange County Community College District (NOCCCD). The agreement allowed the District to install the necessary equipment to operate our emergency radio system throughout the District on the rooftop of the NOCCCD administration building.

The District would like to add additional equipment so it may add additional emergency channels to our system. NOCCCD has sufficient space and is agreeing to the installation of more equipment.

Rationale: By installing the additional equipment on the NOCCC administration building rooftop, the District will be able to use its emergency radios on multiple channels on a Districtwide basis. This is essential in the case of an emergency, when phone lines and cell phones may not work.

Funding: The cost to the District is \$500.00 per month from the General Fund.

Recommendation: Approve/Ratify first amendment to license agreement with the North Orange County Community College District, effective December 1, 2013.

SH:gs
Attachment

FIRST AMENDMENT TO LICENSE AGREEMENT

THIS FIRST AMENDMENT TO LICENSE AGREEMENT ("Amendment") is entered into and effective as of December 1, 2013, by and between NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a California community college district duly organized and validly existing under the laws of the state of California ("College District"), and FULLERTON SCHOOL DISTRICT, a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California ("School District"). College District and School District are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

R E C I T A L S:

A. College District and School District are Parties to that certain License Agreement dated as of January 18, 2012 (the "Agreement"), a true and correct copy of which is attached hereto as Exhibit "A", which authorized School District to use a portion of the College Site located at 1830 West Romneya Drive, Anaheim, California ("Premises"), for the purposes of erecting, maintaining and operating an antenna and supporting structures and improvements for the School District's emergency communications system.

B. College District and School District now desire to amend the Agreement, all as hereinafter provided, to allow the School District to add additional equipment ("Additional Equipment") to the Premises and add a monthly license use fee paid by School District to College District in consideration for allowing the Additional Equipment.

C. Pursuant to Section 15 of the Agreement, the Agreement may not be changed except in writing executed by both Parties.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, College District and School District hereby agree as follows:

1. License Agreement. College District and School District represent and warrant that the Agreement is the true, correct and complete Agreement, and that there have been no written or oral amendment(s) to the Agreement. All capitalized terms not otherwise defined herein shall have the meanings given in the Agreement.

2. Additional Equipment. The College District agrees to allow the School District to install, at School District's sole cost, Additional Equipment, including a second panel box and a second antenna, as described in Exhibit "B" attached hereto and incorporated by this reference. The Additional Equipment shall be installed and maintained in accordance with the terms of the Agreement and any DSA requirements, local requirements, the California Building Code, Title 24 and the Field Act, as applicable.

3. **License Use Fee.** Section 5 of the Agreement is deleted and replaced with the following:

School District shall pay College District a license use fee of Five Hundred Dollars (\$500.00) per month (the "License Use Fee"), payable monthly, in advance, on the first day of each and every month, throughout the Term of this Agreement. All payments shall be made via check. Payments not received by College District within thirty (30) days of becoming due, shall bear interest on the delinquent amount at the rate of five percent (5%) per annum from the date due until the date paid.

4. **Effect of Amendment.** Except to the extent the Agreement is modified by this Amendment, the remaining terms and conditions of the Agreement shall remain unmodified and in full force and effect. In the event of conflict, between the terms and conditions of the Agreement and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall prevail and control. As used in the Agreement, all references to "this Agreement" shall mean and refer to the Agreement as amended by this Amendment.

5. **Entire Agreement.** The Agreement, together with this Amendment, embodies the entire understanding between School District and College District with respect to its subject matter and can be changed only by an instrument in writing signed by School District and College District.

6. **Binding Effect; Partial Invalidity.** This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. If any provision of this Amendment shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Amendment or the Agreement.

7. **Counterparts.** This Amendment may be executed in one or more counterparts, including facsimile counterparts or electronic pdf counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute one in the same Amendment.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, this Amendment has been executed as of the day and year first set forth above.

COLLEGE DISTRICT:

NORTH ORANGE COUNTY COMMUNITY
COLLEGE DISTRICT

By: _____

Print Name: _____

Print Title: _____

SCHOOL DISTRICT:

FULLERTON SCHOOL DISTRICT

By: _____

Print Name: Susan Cross Hume

Print Title: Assistant Superintendent, Business

EXHIBIT A
LICENSE AGREEMENT (ANTENNA)

THIS LICENSE AGREEMENT ("Agreement") is entered into this 18th of January, 2012, ("Effective Date") by and between the NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a California community college district duly organized and validly existing under the laws of the state of California ("College District") and FULLERTON SCHOOL DISTRICT, a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California ("School District"). College District and School District are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

The Parties hereto for the consideration hereinafter expressed, covenant and agree as follows:

Section 1. License for Use of Premises. Subject to the terms and conditions hereinafter set forth, College District hereby authorizes School District to use a portion of the College Site (as defined below) owned by College District, and described in Exhibit A, consisting of an approximately ___ square feet (the "Premises"), for the purposes of erecting, maintaining and operating an antenna and supporting structures and improvements for the School District's emergency communications system, including any necessary easements over other portions of College District's property necessary for access and utilities (the "School District's Facilities"), as substantially depicted on the Preliminary Site Plan drawing attached hereto as Exhibit B. The Premises constitutes a portion of College District's land commonly known as the Anaheim Campus located at 1830 West Romneya Drive, Anaheim, CA 92801 (including access thereto) and referred to herein as the "College Site."

Section 2. Permitted Uses of Premises. A Preliminary Site Plan drawing/dimension sketch of the School District's Facilities is included as Exhibit B and is attached hereto. The School District's Facilities shall be maintained as depicted in the dimension sketch attached as Exhibit B. The Premises may be used by School District for the operation of an antenna and supporting structures and improvements for the School District's emergency communications system. School District may not erect or install any other facilities or use any other equipment of any kind not otherwise depicted on Exhibit B without obtaining College District's prior written approval, which approval shall be at the sole discretion of the College District. Such approval, if given, will be given only after School District obtains any permits or other approvals from the City of Anaheim, the Division of the State Architect ("DSA") or other public agencies, as applicable, and any other consent as specified by the College District's Board of Trustees. The foregoing notwithstanding, with respect to its equipment located on the ground, School District may perform maintenance, modifications, repairs, upgrades, enhancements, additions to, and replacement of School District's Facilities within the Premises that will not alter the appearance of the School District's Facilities without the prior written approval of College District, unless such changes or modifications would otherwise require additional approvals or permit applications from the appropriate zoning or planning boards.

(a) Governmental Approvals. To the extent governmental permits and approvals are required for School District to install and/or use the School District's Facilities; School District shall obtain and maintain such permits and approvals. School District shall submit plans for the School District's Facilities to the appropriate agencies within sixty (60) days of executing this

Agreement. School District shall notify the College District, in writing, prior to submitting plans or contacting outside agencies in regard to the construction of the School District's Facilities. When School District has obtained all required governmental permits and approvals for the installation and use of the School District's Facilities, School District shall give College District written notice (the "Commencement Letter"), which shall state the date on which School District shall commence installation of the School District's Facilities (the "Construction/Operational Phase Commencement Date"). School District shall give the College District written notice of intent to commence installation of the School District's Facilities at least thirty (30) days in advance of the anticipated Construction/Operational Phase Commencement Date. The written notices described above shall be sent to: Richard Williams, Director, Facilities Planning and Construction at 1830 West Romneya Drive, Anaheim, CA 92801.

(b) Testing. Prior to the Construction/Operational Phase Commencement Date School District, its employees, agents, contractors, and subcontractors may enter the Premises during normal College District business hours, provided that such access by School District is supervised and shall not unreasonably interfere with College District's programs and/or activities, for the purpose of making necessary inspections and engineering surveys and other reasonably necessary tests (collectively "Tests") to determine the suitability of the Premises for the School District's Facilities and for the purpose of preparing for the installation of the School District's Facilities. During any Tests or pre-installation work, School District shall carry required insurance as set forth below. School District shall notify College District of any proposed Tests or pre-installation work and will coordinate the scheduling of the same with College District. School District shall comply with any check-in or notice requirements established by the College District and shall require its employees, agents, contractors, and subcontractors or others under the control of the School District to do the same. These requirements include checking in at Building A of the College Site before accessing the Premises.

Section 3. Term. The Term of this License (the "Term") shall be for one (1) year, commencing upon the Effective Date, unless sooner terminated pursuant to the terms hereof. The Agreement shall automatically renew for four (4) additional one (1) year terms ("Renewal Terms") so long as School District is not in default under any terms of this License and unless either Party notifies the other Party in writing at least thirty (30) days prior to the expiration of the Term or Renewal Term, of its intention not to renew this Agreement. The terms and conditions for each Renewal Term shall be the same terms and conditions as in this Agreement.

Section 4. Access to Premises. College District permits School District, its employees, agents, contractors, and subcontractors the right to supervised access to the Premises during normal College District business hours only, provided that such access by School District shall not unreasonably interfere with College District's programs and/or activities, vehicular and pedestrian ingress to and egress from the College Site on a non-exclusive basis to install and service School District's Facilities. School District, its employees, agents, contractors, and subcontractors shall coordinate such access to the Premises and College Site with College District. School District's exercise of such rights shall not cause undue interference to College District. School District shall comply with any check-in or notice requirements established by the College District and shall require its employees, agents, contractors, and subcontractors or others under the control of the School District to do the same. These requirements include checking in at Building A of the College Site before

accessing the Premises. If emergency access is required after normal business hours the School District should contact Security Department at (714) 808-4901.

Section 5. License Use Fee. There shall be no license use fee charged.

Section 6. Conditions to Use.

1. Property Installed by School District. It is expressly understood and agreed that any and all improvements of whatsoever nature at any time erected or installed on the Premises by School District shall be and remain property of the School District.

2. Appearance of Improvements. School District, at School District's own cost and expense at all times during the term of this Agreement, agrees to keep and maintain, or cause to be kept and maintained, the School District's Facilities and all improvements erected or installed upon the Premises in a good state of appearance and repair, reasonable wear and tear excepted.

3. Approvals and Permits. School District agrees to comply with all applicable governmental codes, laws, rules, statutes and regulations relating to its installation and operation of the School District's Facilities on the Premises. College District shall be allowed to make alterations to the Premises to ensure that School District's equipment and School District's Facilities comply with all applicable federal, state or local laws, rules or regulations. School District shall, at its own cost and expense, obtain all necessary approvals and permits for installation of its School District's Facilities on the Premises. College District agrees to cooperate with School District in obtaining such permits or approvals as necessary, provided, however, that College District shall not incur any costs or expenses, including legal fees, in connection with such permits and approvals and/or compliance with any applicable federal, state or local laws, rules or regulations. If payment directly from the College District is necessary, the College District shall require payment from the School District in advance for any cost or expenses, including legal fees.

4. Reserved.

5. Utilities. School District agrees to be solely responsible for payment of all utilities associated with the operation of the School District's Facilities, including all costs associated with the installation of separate metering devices for the operation of the School District's Facilities. Upon School District's request, College District may assist in negotiating recordable utility easement(s), provided, however, that College District shall not incur any costs or expenses, including legal fees, in connection therewith. School District acknowledges that easements granted by the College District must be in accordance with the requirements set forth in Education Code section 81310 *et seq.* Within thirty (30) days of receiving an invoice from the College District detailing costs and expenses, School District agrees to reimburse College

District for reasonable costs or expenses, including legal fees, incurred in assisting School District in obtaining easements.

6. Taxes. The School District shall be liable for any and all taxes which may be levied or assessed upon the College Site that are directly attributable to the Agreement. School District, therefore, must recognize and understand in accepting this Agreement that School District and/or College District may be subject to a possible tax and such tax shall be the liability of and be paid by the School District. In the event real property taxes are assessed against College District that are directly attributable to the Agreement, reimbursement of any such tax shall be due to College District thirty (30) days following School District's receipt of a written request and reasonable evidence of amount for which School District is responsible.

7. DSA Inspector and Materials Testing. The College District shall hire the DSA Inspector directly, if necessary. College District shall hire any testing consultants directly, if necessary. College District shall not incur any costs or expenses, including legal fees, in connection with hiring the DSA Inspector or any testing consultants. School District shall deposit the amount of DSA Inspector fees or testing consultant fees plus related costs with the College District prior to the College District hiring the DSA Inspector or testing consultant. College District shall provide supporting documentation for such costs.

8. DSA Close-Out and Certification. School District may not use or operate the School District's Facilities until the project of constructing the School District's Facilities is closed-out and certified by DSA, if applicable. School District shall provide evidence of close-out and certification, in a form acceptable to the College District. Such documentation shall be sent to Richard Williams, Director, Facilities Planning and Construction at 1830 West Romneya Drive, Anaheim, CA 92801. If the evidence of DSA close-out and certification is acceptable to the College District, the College District will provide written authorization to use and operate the School District's Facilities. Use and/or operation of the School District's Facilities prior to College District authorization shall be considered a breach of this Agreement.

Section 7. Insurance.

(a) Commercial General Liability and Premises Damage. School District agrees to maintain in full force and effect a suitable policy or policies of commercial general liability and property damage insurance throughout the duration of the Agreement. Such insurance shall be in amounts not less than One Million and 00/100 Dollars (\$1,000,000.00) combined single limit coverage per occurrence for bodily injury and property damage, and Two Million and 00/100 Dollars (\$2,000,000.00) aggregate, which coverage may be satisfied through an umbrella coverage or excess policy.

(b) Automobile Liability. School District also agrees to maintain in full force and effect with regard to any vehicles which School District brings onto the Premises a suitable policy or policies of automobile liability insurance with a combined single limit of One Million and 00/100 Dollars (\$1,000,000) per accident throughout the duration of the Agreement.

(c) Workers Compensation. School District shall also maintain in full force and effect throughout the term of this Agreement Workers' Compensation insurance in accordance with the laws of California, and employers' liability insurance with a limit of not less than One Million and 00/100 Dollars (\$1,000,000.00) per employee and One Million and 00/100 Dollars (\$1,000,000.00) per occurrence.

(d) Indemnity Obligation. All insurance required under this Agreement shall be broad enough to insure the indemnity obligation set forth in this License under Section 8 of this Agreement.

(e) Notice: Additional Insureds. All insurance required under this Agreement shall contain an endorsement requiring thirty (30) days written notice from the insurance School District to both Parties before cancellation or change in coverage, scope or amount of any policy, and shall designate College District and its officers, agents and employees as additional named insureds. All insurance required under this Agreement shall be primary and shall waive all rights of subrogation. Any insurance carried by College District is excess and non-contributory with such primary insurance.

(f) Certificate of Insurance. Concurrently with the execution of the License and prior to installing its School District's Facilities or any portion thereof on the Premises, School District will provide College District with a certificate(s) or with acceptable proof of insurance from a joint powers agency, or similar entity, formed for the purpose of providing insurance to public agencies verifying such insurance and the terms described herein.

(g) Self-Insurance. The Parties agree that self insurance through a Joint Powers Authority or other self-insurance program that satisfies all School District's obligations under this section is acceptable.

Section 8. Indemnification.

School District and its successors and assigns shall indemnify, protect, defend and hold harmless College District and its successors and assigns from and against any and all actual or potential claims, liens, actions, demands, proceedings, lawsuits, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses (including, without limitation, reasonable attorneys' fees, litigation expenses and court costs) of every kind and character including, without limitation, on account of death, injury or damage to persons or property, arising out of, or caused, in whole or in part, by School District's use of or access to the Premises or the exercise by School District of any rights or obligations under this Agreement; provided, however, that School District shall not be liable for damages caused by College District's willful misconduct or active or passive negligence.

College District and its successors and assigns shall indemnify, protect, defend and hold harmless School District and its successors and assigns from and against any and all actual or potential claims, liens, actions, demands, proceedings, lawsuits, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses (including, without limitation, reasonable attorneys' fees, litigation expenses and court costs) of every kind and character including, without limitation, on account of death, injury or damage to persons or property, arising out of, or caused, in whole or in part, by the exercise by College District of any rights or obligations under this Agreement; provided, however, that College District shall not be liable for damages caused by School District's willful misconduct or active or passive negligence.

The provisions of this Section 8 shall survive the termination or expiration of this License.

Section 9. Interference.

School District's Facilities and operations shall not interfere with the communications, configurations, frequencies or operating equipment which exists on College District's College Site on the effective date of this Agreement ("Pre-existing Communications"), and School District's Facilities and operations shall comply with all non-interference rules of the FCC. Upon written notice from College District of apparent interference by School District with Pre-existing Communications, School District shall have the responsibility to promptly terminate such interference or demonstrate to College District with competent information that the apparent interference in fact is not caused by School District's Facilities or operations. College District shall have the right to install its own communications devices and allow other communications carriers to use College District's College Site. If there is subsequent interference with School District use, School District agrees that its remedy to terminate this Agreement shall be School District's exclusive remedy against College District and School District hereby waives any other rights or remedies it may have at law or in equity against College District.

Section 10. Termination. This License may be terminated by either Party without further liability upon thirty (30) days written notice of a breach of any covenant, condition or term hereof by the other Party, which default is not cured within sixty (60) days of receipt of written notice of default.

Section 11. Environmental Matters.

As of the Effective Date: (1) School District hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Premises, School District's Facilities or College Site in violation of any Environmental Law (as defined below), and (2) College District hereby represents and warrants that (i) it has no knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the Premises or College Site in violation of any Environmental Law; (ii) no notice has been received by or on behalf of College District from, and College District has no knowledge that notice has been given to any predecessor, owner or operator of the Premises or College Site by, any governmental entity or any person or entity claiming any violation of, or requiring compliance with any Environmental Law for any environmental damage in, on, under, upon or affecting the Premises; and (iii) it will not permit itself or any third party

to use, generate, handle, store or dispose of any Hazardous Material in, on under, upon, or affecting the Premises, School District's Facilities or College Site in violation of any Environmental Law.

- (a) Indemnification of College District. School District shall indemnify, defend and hold harmless College District from and against all judgments, suits, proceedings, liabilities, losses, costs, judgments, orders, obligations, damages, expenses or claims (whether by third parties or governmental authorities) arising out of or in any way relating to any such claims, costs, remediation, cleanup or damages which are incurred by College District as a result of a release or discharge of Hazardous Materials, as defined below, onto or in the Premises, School District's Facilities or College Site caused by the acts or omissions of School District, its agents, representatives or employees during its possession of the Premises, School District's Facilities or presence on the College Site.
- (b) Scope of Indemnification. The indemnity obligation includes, but is not limited to, remedial, removal, response, abatement, cleanup, legal, investigative, and monitoring costs, penalties, fines and disbursements, (including, without limitations, reasonable attorneys', consultants', and experts' fees) of any kind whatsoever, which may at any time be imposed upon or incurred by any indemnitee under this Section 11 arising, directly or indirectly, (i) from requirements of any federal, state or local environmental law; (ii) in connection with claims by government authorities or third parties related to the condition of the demised premises; and/or (iii) from the failure of any indemnitor under this Section 11, or any other party connected with such indemnitor, to obtain, maintain, or comply with any environmental permit.
- (c) Hazardous Materials. The term "Hazardous Materials" means any hazardous, toxic or dangerous substance, waste, containment, pollutant, gas or material, including, without limitation, gasoline, waste oil and other petroleum products and constituents thereof, which are now or may become regulated under any federal, state or local statute, regulation, ordinance or other law now or hereafter in effect, including, without limitation, any substance, waste or material which is now or hereafter (i) designated as a "hazardous substance" under the Federal Water Pollution Control Act and/or the Comprehensive Environmental Response, Compensation and Liability Act, (ii) designated as a hazardous waste or regulated substance pursuant to the Resource Conservation and Recovery Act, (iii) designated or listed as a hazardous material under the Hazardous Material Transportation Act, or (iv) is in any way regulated under the laws of the State of California.
- (d) Environmental Laws. The term "Environmental Laws" means all applicable federal, state, and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders, and decrees regulating, relating to or imposing liability or standards concerning, or in connection with, Hazardous Materials.

Section 12. Assignment / Sublicensing. School District may not assign or sublicense this Agreement without the written consent of the College District, which consent may be granted in the sole discretion of the College District.

Section 13. Legal Interpretation of Instrument. The Parties expressly understand and agree that this Agreement constitutes a license for use of the Premises, and a non-exclusive license for any associated ingress and egress to the Premises, and is neither intended by the Parties, nor shall it be legally construed to convey a leasehold, easement, or other interest in real property. Should either Party be compelled to institute arbitration, legal, or other proceedings against the other for or on account of the other Party's failure or refusal to perform or fulfill any of the covenants or conditions of this Agreement on its part to be performed or fulfilled, the Parties agree that the rules and principles applicable to licenses shall govern such actions or proceedings. This Agreement shall be governed by the laws of the State of California.

Section 14. Attorneys' Fees. If any legal action is necessary to enforce any of the terms or conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which it may be entitled.

Section 15. Entire Agreement; Amendment. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof. This Agreement may not be changed except in writing executed by both Parties.

Section 16. Notices. Any notice, request, information or other document to be given hereunder to any of the Parties by any other Parties shall be in writing and shall be deemed given if and served upon delivery, if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows:

If to College District: North Orange County Community College District
 Attn: District Director- Facilities Planning & Construction
 1830 West Romney Ave.
 Anaheim, CA 92801

If to School District: Fullerton School District
 Attn: Superintendent
 1401 West Valencia Dr.
 Fullerton, CA 92833

Any Party may change the address or persons to which notices are to be sent to it by giving the written notice that such change of address or persons to the other Parties in the manner provided for giving notice. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

Section 17. Exhibits. The following exhibits which are attached hereto are incorporated herein and made a part of this Agreement:

Exhibit A - Premises Description and Map
Exhibit B - Site Plan/Dimension Sketch

Section 18. Recitals. The Recitals are incorporated into this Agreement as though fully set forth herein.

Section 19. No Liens. School District shall keep the Premises and College Site free and clear of all mechanic's and materialmen's liens, stop notices, lis pendens and other liens (collectively "Liens") arising out of the entry and work performed under this Agreement. In the event that any claim or cause of action is filed as a result of any Liens, School District shall indemnify and defend College District with respect to such claims and/or causes of action.

Section 20. Survival. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provision of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

Section 21. Severability. If any paragraph, section, sentence, clause or phrase contained in the Agreement shall become illegal, null or void, against public policy, or to otherwise unenforceable, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, against public policy, or otherwise unenforceable, the remaining paragraphs, sections, sentences, clauses or phrases contained in the Agreement shall not be affected thereby.

Section 22. As-Is Condition. The Premises is licensed in as-is condition and College District makes no representation or warranty of any kind regarding the character of the Premises, except as specifically set forth herein.

[signatures on following page]

IN WITNESS WHEREOF, the Parties have entered into this License Agreement as of the day set forth above.

COLLEGE DISTRICT:

NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

By: Fred Williams

Name: Fred Williams

Its: Vice Chancellor, Finance & Facilities

Date: 12/19/11

SCHOOL DISTRICT:

FULLERTON SCHOOL DISTRICT

By: Susan Cross Hume

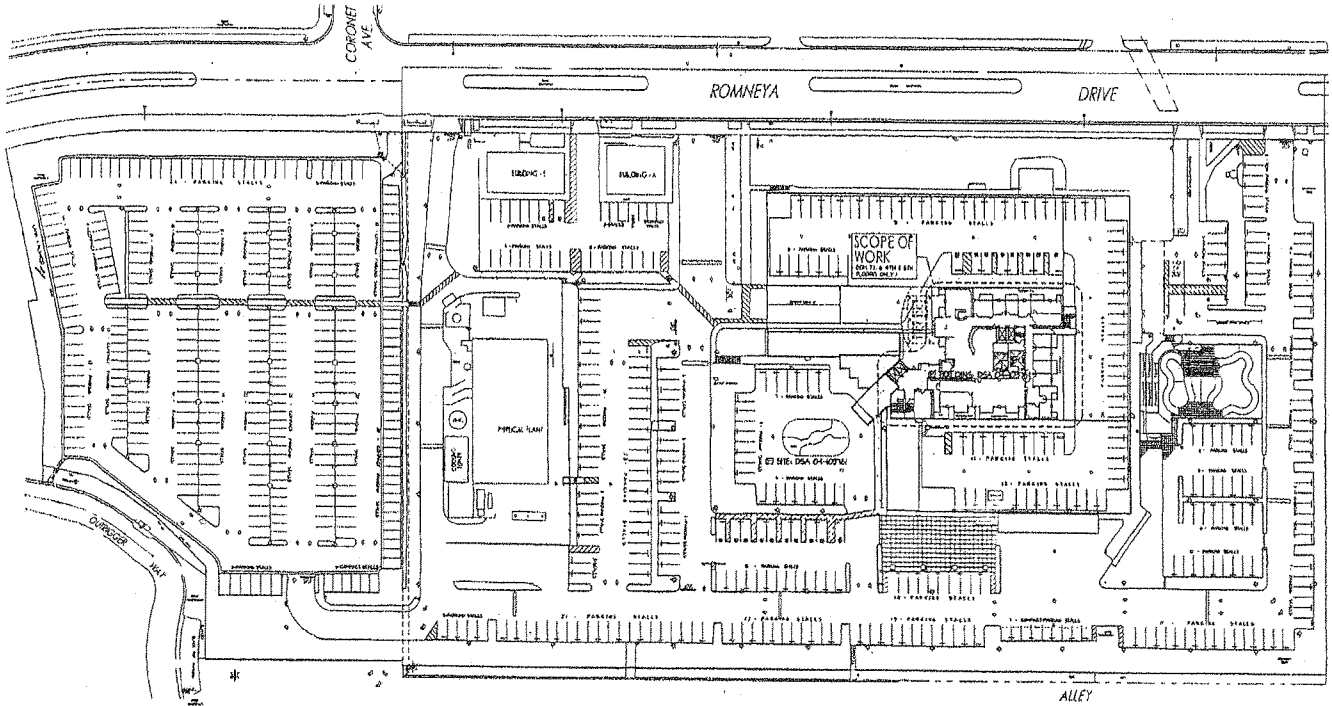
Name: Susan Cross Hume, CPA, CIA

Its: Assistant Superintendent, Business Services

Date: 1/20/12

EXHIBIT "A"

Premises Description and Map



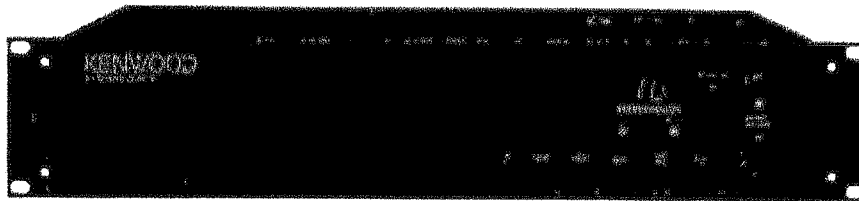
North Orange County Community College District
ANAHEIM CAMPUS
1830 West Romneya Drive
Anaheim, CA 92801

KENWOOD

TKR-751/851

VHF/UHF FM Repeater-Base Units

The versatile TKR-751/851 is ready for deployment as a 16-user group conventional repeater, a simplex or full-duplex base station, or as the RF core of a trunking system. Advanced features such as the DSP audio processing, 5-Tone/DTMF over-the-air remote control and programmable auxiliary I/O's combined with round-the-clock reliability add up to a superlative performing unit.



REPEATER OPERATION

The TKR-751/851 is "community repeater-ready" with the internal 16 QT/DDT group controller and programmable repeater functions such as 5-Tone access codes, CW Transmitter ID, Hang-Timer, Time-Out-Timer and Repeat Enable/Disable Key. The 1W-to-25W adjustable power output is ideal for on-site, exciter or repeater applications. (DC power supply not included)

CONVENTIONAL OR TRUNKING SYSTEM USE

The TKR-751/851 can serve as the core element of any conventional or trunking repeater system. The basic internal conventional controller can be bypassed and an external conventional or trunking logic controller unit can be easily interfaced for advanced systems.

SIMPLEX OR DUPLEX BASE STATION OPERATION

The TKR-751/851 can be operated in simplex or full-duplex base station mode with up to 16 channels and priority scan. Internal solid state antenna switching is provided for simplex single-antenna base station operation (requires internal modifications; see service manual). The accessory connectors provide DC or tone remote control interface. Also programmable are the six PF function keys, LED indicators, volume knob, local speaker, control/warning/alert/power-on tones and tone volume for facilitating any local, equipment room or remote site installation.

5-TONE SELECTIVE CALL, REPEATER OPEN/CLOSE

The built-in 5-Tone encoder/decoder (up to 3-frame) is compatible with a wide range of European protocols - EEA, EIA, CCHR, ZVEI, ZVEI-2, as well as the Kenwood tone format - while allowing detailed adjustment of parameters. There is also a 5-Tone decode function to open or close the repeater; this can be used in conjunction with QT/DDT.

5-TONE/DTMF OVER-THE-AIR REMOTE CONTROL

All front panel PF Key functions and AUX Input functions can be remotely activated and deactivated over-the-air via 5-Tone or DTMF codes and provide an acknowledgement single tone or custom 5-Tone/DTMF

transpond code. Also AUX outputs, upon activation and deactivation will encode unique 5-Tone/DTMF codes for monitoring and alarm purposes (examples: COR, fan status, low DC power supply, RF power down, PLL unlock, TDR and TX sense). For external analogue sensor and switch sensing, AUX inputs not assigned a programmable function can encode unique active and inactive 5-Tone/DTMF codes (examples: air conditioning failure, open door/gate).

LED DISPLAY & INDICATORS

The enhanced 7-segment/2-character front panel LED provides a high-visibility 2-character alphanumeric channel designator and scan indicator for base station operation, a PLL unlock indicator and a PC program mode status for both base and repeater modes. Front panel dual-colour LED's provide Transmit, Busy, Primary/Backup DC Power indications.

BACKUP POWER FEATURES

The Backup Battery Warning Tone transmits an over-the-air 5-second tone after DC supply has switched from "main" to "backup" power. Optionally a reminder Operation Tone can be transmitted while on backup power. These tones can be triggered when either DC power is connected to the backup DC input line or when the supplied voltage is lower than the programmed Power Supply Level DC voltage setting.

WINDOWS® PROGRAMMING AND TUNING SOFTWARE

Windows® compatible PC programming and tuning provides easy setup and alignment using the optional KPG-91D software and KPG-46 programming interface cable. The most common tuning parameters* are adjustable without opening the unit or using tools. *Receiver helical resonator bandwidth, MCF waveform, and quadrature detector coil require manual tuning.

Windows® is a registered trademark of the Microsoft Corporation, U.S.A.

REPEATER FEATURES

• Full-Duplex Operation • Built-in 16 QT/DDT Tone/Code Pair Community Repeater Operation • External Controller Interface • Conventional or Trunking Controller Compatible • Courtesy Tone • Repeat Enable/Disable • 6 CW Transmitter IDs • Repeat Hold Timer (hang timer) • Time-Out-Timer

BASE STATION FEATURES

• 16 Channels • Simplex or Full-Duplex Operation • Antenna Switch for Simplex/Single Antenna Operation • Priority Scan • Remote Control Inputs • 7-Segment 2-Character Channel & Scan LED Indicator • 2-Character Alphanumeric Channel Designator • Power/Transmit/Busy LED Indicators • 6 Lighted PF Keys • Local Takeover/Remote PF Key • Channel Up/Down PF Keys • Volume Control Knob • Front Microphone Jack • Front Panel Speaker • Voice Encryption Option Port

GENERAL

• Adjustable 1-25 W setting • Continuous Transmit Duty (100% @ 1-25W) • 19" Rack Mount Design • Wide/Narrow Channel Spacing • Primary DC Input Connector (AC-to-DC power supply optional) • Auto-Switched Back-up DC Input Connector • Backup Battery Warning/Operation Tones • Rear External Speaker Output (4 W Audio) • Rear Accessory/Logic Controller Connector (25-Pin) • Rear Test-Speaker-AUX Connector (15-Pin) • Built-in Cooling Fan (temperature- or carrier-controlled) • Programmable AUX Input/Output Functions • 8CD Remote Channel Selection (3 lines) • Macro-Function AUX Inputs • Selectable Toggle or Momentary Operation on AUX Input Ports • DTMF/5-tone Over-the-Air Remote Function & Auxiliary Output Control • Pro-Emphasis On/Off Control (at TA AUX Input) • External PTT Input at Power On • DSP-Processed QT/DDT • DSP-Processed Companded Audio (simplex base operation) • QT/DDT Squelch-Tail Elimination • Beep Function for Control, Warning, Alert & Power On Tones • Electronic Serial Number (ESN) • Embedded Message with Password Protection • High-Stability Oscillators (TCXO) • Windows® 98/2000/Me/XP compatible PC programming & tuning • Flash Memory



KENWOOD MEANS BUSINESS

Options

KMC-30
Microphone



KMC-9C
Desktop Microphone



KES-5
External Speaker



* Not all accessories may be available, please contact dealers for details.

Specifications

| | TKR-751 | TKR-851 |
|--|--|---|
| GENERAL (Measurements made per EN300 086) | | |
| Frequency Range Type 1: | 145 - 174 MHz | 440 - 470 MHz |
| Number of Channels | 16 | |
| Channel Spacing Wide Narrow (PLL channel stepping) | 25, 20 kHz 12.5 kHz (5, 0.25 kHz) | |
| Operating Voltage | 13.2 V DC \pm 15% | |
| Current Drain Standby Standby (w/power save) Receive Transmit/Receive | 0.8 A 0.3 A Operating mode: DC-IN Backup, FAN: Term, SAVE: On, DISP: Off 1.2 A Less than 8 A | |
| Duty Cycle | Receive: 100%, Transmit: 100% | |
| Frequency Stability | \pm 0.0002% (-30° C - +60° C) | \pm 0.00015% (-30° C - +60° C) |
| Operating Temperature Range | -30° C - +60° C | |
| Dimensions (W x H x D) | 483 x 88 x 340 mm | |
| Weight (net) | 9.7kg | |
| Applicable Standard | EN300 086, 219, 113, EN301 489, EN60065, 60950, 60215 | |
| RECEIVER (Measurements made per EN300 086) | | |
| Antenna Impedance | 50 Ω | |
| Sensitivity: 20 dB SINAD | 0.45 μ V | |
| Adjacent Channel Selectivity | 85 dB at \pm 25 kHz 82 dB at \pm 20 kHz 77 dB at \pm 12.5 kHz | 83 dB at \pm 25 kHz 80 dB at \pm 20 kHz 75 dB at \pm 12.5 kHz |
| Intermodulation | 72 dB | |
| Hum & Noise Wide Narrow | 50 dB at 25 kHz 48 dB at 20 kHz 45 dB at 12.5 kHz | |
| Audio Output (Ext. Speaker) | 4 W (at 4 Ω , less than 5% distortion) | |
| Spurious & Image Rejection | 90 dB | |
| Audio Distortion (Ext. Speaker) | Less than 2.5% at 1000 Hz | |
| Band Spread Type 1: | 3 MHz | 5 MHz |

| | TKR-751 | TKR-851 |
|--|---|---------|
| TRANSMITTER (Measurements made per EN300 086) | | |
| Antenna Impedance | 50 Ω | |
| RF Power Output Hi Low | 25 W (default) 1 W (default) (100% duty at 1-25 W) | |
| APC Variable Range | 1-25 W 25 W adjustable to 1 W | |
| Type of Emission | 16K0F3E, 14K0F3E, 8K50F3E, 14K0F2E, 12K0F2D, 7K50F2D | |
| Modulation Limiting | 15 kHz at \pm 25 kHz 14 kHz at \pm 20 kHz 12.5 kHz at \pm 12.5 kHz | |
| Spurious Emission | -36 dBm \leq 1 GHz -30 dBm $>$ 1 GHz | |
| FM Noise (EIA) Wide Narrow | 50 dB at 5 kHz 48 dB at 4 kHz 45 dB at 2.5 kHz | |
| Microphone Impedance | 600 Ω | |
| Modulation Distortion Type 1: | Less than 3% at 1000 Hz | |
| Band Spread | 28 MHz | 30 MHz |
| REPEATER CONTROL (Measurements made per TIA/EIA-603) | | |
| Signaling (simultaneous) Max. Number of Tones | 16 | |
| DT Decoder/Encoder Tone Frequency Decoder Response Time Squelch Tail Elimination Time Encoder Frequency Error Sensitivity | 67.0 - 210.7Hz (0.1Hz step) 250 ms or less 140 to 200 ms \pm 0.3% or less SINAD 8dB or less | |
| DQT Decoder/Encoder DQT Code Decoder Response Time Turn-off Code Transmission Time Sensitivity | 23 bits total: a 3-digit octal number (0 - 7, 12 bits) with error correction (11 bits) 250 ms or less 140 to 200 ms SINAD 8dB or less | |
| Time out Timer | Off to 30 min. | |
| Repeat Hold Time | Off to 10 sec. | |
| EXTERNAL CONTROL | | |
| CWID Maximum Modulation CW Tone Frequency Morse Code Speed Maximum Character Memory | Maximum deviation of 40% \pm 10% 400Hz to 2000Hz, (default 800Hz) 8 to 30 words per minute, (default 20WPM) Up to 32 characters (includes space) | |
| CW Message Maximum Character Number of Banks | Up to 32 characters per bank (includes space) 8 banks | |
| Test Tone Maximum Modulation Test Tone Frequency | Maximum deviation of 60% 300Hz to 3000Hz (default 1000Hz) | |
| 5-Tone Standard | EEA, ZVEI, CCIR, ZVEI-2, EIA, Kenwood | |

Kenwood follows a policy of continuous advancement in development.
For this reason specifications may be changed without notice.



ISO9001 Registered
Communication Equipment Division
Kenwood Corporation
ISO9001 certification

CE01680

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KENWOOD

TKR-751/851

VHF/UHF FM Repeater-Base Units

The versatile TKR-751/851 is ready for deployment as a 16-user group conventional repeater, a simplex or full-duplex base station, or as the RF core of a trunking system. Advanced features such as the DSP audio processing, 5-Tone/DTMF over-the-air remote control and programmable auxiliary I/O's combined with round-the-clock reliability add up to a superlative performing unit.



REPEATER OPERATION

The TKR-751/851 is "community repeater-ready" with the internal 16 QT/DQT group controller and programmable repeater functions such as 5-Tone access codes, CW Transmitter ID, Hang-Timer, Time-Out-Timer and Repeat Enable/Disable Key. The 1W-to-25W adjustable power output is ideal for on-site, exciter or repeater applications. (DC power supply not included)

CONVENTIONAL OR TRUNKING SYSTEM USE

The TKR-751/851 can serve as the core element of any conventional or trunking repeater system. The basic internal conventional controller can be bypassed and an external conventional or trunking logic controller unit can be easily interfaced for advanced systems.

SIMPLEX OR DUPLEX BASE STATION OPERATION

The TKR-751/851 can be operated in simplex or full-duplex base station mode with up to 16 channels and priority scan. Internal solid state antenna switching is provided for simplex single-antenna base station operation (requires internal modifications; see service manual). The accessory connectors provide DC or tone remote control interface. Also programmable are the six PF function keys, LED indicators, volume knob, local speaker, control/warning/alert/power-on tones and tone volume for facilitating any local, equipment room or remote site installation.

5-TONE SELECTIVE CALL, REPEATER OPEN/CLOSE

The built-in 5-Tone encoder/decoder (up to 3-frame) is compatible with a wide range of European protocols - EEA, EIA, CCIR, ZVEI, ZVEI-2, as well as the Kenwood tone format - while allowing detailed adjustment of parameters. There is also a 5-Tone decode function to open or close the repeater; this can be used in conjunction with QT/DQT.

5-TONE/DTMF OVER-THE-AIR REMOTE CONTROL

All front panel PF Key functions and AUX Input functions can be remotely activated and deactivated over-the-air via 5-Tone or DTMF codes and provide an acknowledgement single tone or custom 5-Tone/DTMF

transpond code. Also AUX outputs, upon activation and deactivation will encode unique 5-Tone/DTMF codes for monitoring and alarm purposes (examples: COR, fan status, low DC power supply, RF power-down, PLL unlock, TOR and TX sense). For external analogue sensor and switch sensing, AUX inputs not assigned a programmable function can encode unique active and inactive 5-Tone/DTMF codes (examples: air conditioning failure, open door/gate).

LED DISPLAY & INDICATORS

The enhanced 7-segment/2-character front panel LED provides a high-visibility 2-character alphanumeric channel designator and scan indicator for base station operation, a PLL unlock indicator and a PC program mode status for both base and repeater modes. Front panel dual-colour LED's provide Transmit, Busy, Primary/Backup DC Power indications.

BACKUP POWER FEATURES

The Backup Battery Warning Tone transmits an over-the-air 5-second tone after DC supply has switched from "main" to "backup" power. Optionally a reminder Operation Tone can be transmitted while on backup power. These tones can be triggered when either DC power is connected to the backup DC input line or when the supplied voltage is lower than the programmed Power Supply Level DC voltage setting.

WINDOWS® PROGRAMMING AND TUNING SOFTWARE

Windows® compatible PC programming and tuning provides easy setup and alignment using the optional KPG-91D software and KPG-46 programming interface cable. The most common tuning parameters* are adjustable without opening the unit or using tools. *Receiver inductor resonator bandwidth, MCF waveform, and quadrature detector coil requires manual tuning. Windows® is a registered trademark of the Microsoft Corporation, U.S.A.

REPEATER FEATURES

• Full-Duplex Operation • Built-in 16 QT/DQT Tone/Code Pair Community Repeater Operation • External Controller Interface • Conventional or Trunking Controller Compatible • Courtesy Tone • Repeat Enable/Disable • 8 CW Transmitter IDs • Repeat Hold Timer (hang timer) • Time-Out-Timer

BASE STATION FEATURES

• 16 Channels • Simplex or Full-Duplex Operation • Antenna Switch for Simplex/Single Antenna Operation • Priority Scan • Remote Control Inputs • 7-Segment 2-Character Channel & Scan LED Indicator • 2-Character Alphanumeric Channel Designator • Power/Transmit/Busy LED Indicators • 6 Lighted PF Keys • Local Takeover/Remote PF Key • Channel Up/Down PF Keys • Volume Control Knob • Front Microphone Jack • Front Panel Speaker • Voice Encryption Option Port

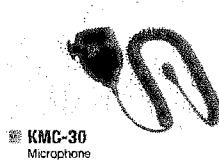
GENERAL

• Adjustable 1-25 W setting • Continuous Transmit Duty (100% @ 1-25W) • 18" Rack Mount Design • Wide/Narrow Channel Spacing • Primary DC Input Connector (AC-to-DC power supply optional) • Auto-Switched Back-up DC Input Connector • Backup Battery Warning/Operation Tones • Rear External Speaker Output (4 W Audio) • Rear Accessory/Logic Controller Connector (25-Pin) • Rear Test-Speaker-AUX Connector (15-Pin) • Built-in Cooling Fan (temperature- or carrier-controlled) • Programmable AUX Input/Output Functions • BCD Remote Channel Selection (3 lines) • Macro-Function AUX Inputs • Selectable Toggle or Momentary Operation on AUX Input Ports • DTMF/5-Tone Over-the-Air Remote Function & Auxiliary Output Control • Pre-Emphasis On/Off Control (at TA AUX Input) • External PTT Input at Power On • DSP-Processed QT/DQT • DSP-Processed Companded Audio (simplex base operation) • QT/DQT Squelch-Tail Elimination • Beep Function for Control, Warning, Alert & Power On Tones • Electronic Serial Number (ESN) • Embossed Message with Password Protection • High-Stability Oscillators (TCXO) • Windows® 98/2000/Me/XP compatible PC programming & tuning • Flash Memory



KENWOOD MEANS BUSINESS

Options



KMC-30
Microphone



KMC-9C
Desktop Microphone



KES-5
External Speaker

* Not all accessories may be available, please contact dealers for details.

Specifications

| | TKR-751 | TKR-951 |
|---|---|---|
| GENERAL (Measurements made per EN300 086) | | |
| Frequency Range Type 1: | 146 - 174 MHz | 440 - 470 MHz |
| Number of Channels | 16 | |
| Channel Spacing | 25, 20 kHz | |
| Wide | 12.5 kHz | |
| Narrow (PLL channel stepping) | (5, 6.25 kHz) | |
| Operating Voltage | 13.2 V DC $\pm 15\%$ | |
| Current Drain | 0.8 A | |
| Standby | 0.3 A | |
| (W/power save) | Operating mode: DC-Off, Backup, FAN: Temp, BAVE: On, DISP: Off | |
| Receive | 1.2 A | |
| Transmit/Receive | Less than 8 A | |
| Duty Cycle | Receive: 100%, Transmit: 100% | |
| Frequency Stability | $\pm 0.0002\%$ (-30° C ~ +60° C) | $\pm 0.00015\%$ (-30° C ~ +60° C) |
| Operating Temperature Range | -30° C ~ +60° C | |
| Dimensions (W x H x D) | 483 x 88 x 340 mm | |
| Weight (net) | 9.7kg | |
| Applicable Standard | EN300 086, 216, 113, EN301 489, EN60065, 60950, 80216 | |
| RECEIVER (Measurements made per EN300 086) | | |
| Antenna Impedance | 50 Ω | |
| Sensitivity: 20 dB SINAD | 0.45 μ V | |
| Adjacent Channel Selectivity | 85 dB at ± 25 kHz 82 dB at ± 20 kHz 77 dB at ± 12.5 kHz | 83 dB at ± 25 kHz 80 dB at ± 20 kHz 75 dB at ± 12.5 kHz |
| Intermodulation | 72 dB | |
| Hum & Noise | 50 dB at 25 kHz 48 dB at 20 kHz 45 dB at 12.5 kHz | |
| Wide | | |
| Narrow | | |
| Audio Output (Ext. Speaker) | 4 W (at 4 Ω , less than 5% distortion) | |
| Spurious & Image Rejection | 60 dB | |
| Audio Distortion (Ext. Speaker) | Less than 2.5% at 1000 Hz | |
| Band Spread Type 1: | 3 MHz | 6 MHz |

| | TKR-751 | TKR-951 |
|---|---|---------|
| TRANSMITTER (Measurements made per EN300 086) | | |
| Antenna Impedance | 50 Ω | |
| RF Power Output | 25 W (default) 1 W (default) (100% duty at 1-25 W) | |
| Hi | | |
| Low | | |
| APC Variable Range | 1-25 W 25 W adjustable to 1 W | |
| Type of Emission | 16K2F3E, 14K2F3E, 8K52F3E, 14K2F2E, 12K2F2D, 7K52F2D | |
| Modulation Limiting | ± 5 kHz at ± 25 kHz ± 4 kHz at ± 20 kHz ± 2.5 kHz at ± 12.5 kHz | |
| Spurious Emission | -36 dBm \leq 1 GHz -30 dBm $>$ 1 GHz | |
| FM Noise (EIA) | 50 dB at 5 kHz 48 dB at 4 kHz 45 dB at 2.5 kHz | |
| Wide | | |
| Narrow | | |
| Microphone Impedance | 600 Ω | |
| Modulation Distortion Type 1: | Less than 3% at 1000 Hz | |
| Band Spread | 28 MHz | 30 MHz |
| REPEATER CONTROL (Measurements made per TIA/EIA-603) | | |
| Signaling (simultaneously) Max. Number of Tones | 16 | |
| QT Decoder/Encoder Tone Frequency | 67.0 - 210.7 Hz (0.1 Hz step) | |
| Decoder Response Time | 260 ms or less | |
| Squelch Tail Elimination Time | 140 to 200 ms | |
| Encoder Frequency Error | $\pm 0.3\%$ or less | |
| Sensitivity | SINAD 8dB or less | |
| DQT Decoder/Encoder DQT Code | 23 bits total: a 3-digit octal number (0 - 7, 12 bits) with error correction (11 bits) | |
| Decoder Response Time | 250 ms or less | |
| Turn-off Code Transmission Time | 140 to 200 ms | |
| Sensitivity | SINAD 8dB or less | |
| Time out Timer | Off to 30 min. | |
| Repeat Hold Time | Off to 10 sec. | |
| EXTERNAL CONTROL | | |
| CWID Maximum Modulation CW Tone Frequency Morse Code Speed Maximum Character Memory | Maximum deviation of 40% \pm 10% 400Hz to 2000Hz, (default 800Hz) 5 to 30 words per minute, (default 20WPM) Up to 32 characters (includes space) | |
| CW Message Maximum Character Number of Banks | Up to 32 characters per bank (includes space) 8 banks | |
| Test Tone Maximum Modulation Test Tone Frequency | Maximum deviation of 50% 300Hz to 3000Hz, (default 1000Hz) | |
| 5-Tone Standard | E2A, ZVEI, CCIR, ZVEI-2, EIA, Kenwood | |

Kenwood follows a policy of continuous advancement in development.
For this reason specifications may be changed without notice.



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CONSENT ITEM

DATE: November 12, 2013

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

FROM: Susan Hume, Assistant Superintendent, Business Services

SUBJECT: APPROVE/RATIFY GIFT AND CORPORATE GUARANTY AGREEMENT BETWEEN THE FULLERTON SCHOOL DISTRICT AND THE BEECHWOOD SCHOOL FOUNDATION, EFFECTIVE NOVEMBER 1, 2013

Background: At the July 30, 2013 Board meeting, the District approved a Loan Guaranty Agreement for the Beechwood Foundation on their contract with Apple, Inc. By approving that agreement, the District agreed to be a cosigner on the Foundation's loan from Apple, Inc., and pledged to make the lease payments for the Foundation, should it be unable to make its required payments.

This Agreement is between the District and the Beechwood Foundation. In exchange for the District's agreeing to sign the previous guaranty agreement, the Foundation has agreed to take all necessary steps to ensure that it makes all of the required loan payments so that the expense does not fall back to the District. Steps include having lease payments be the first budget priority of the Foundation, using all available assets to pay lease payments, making partial payments if necessary, and negotiating a payment plan with the District should the Foundation be unable to make payments and the expenditure fall back to the District.

Rationale: By signing this agreement, the Foundation acknowledged its responsibility and liability to the District. The District has already agreed to be the cosigner on the lease; approval of this agreement documents the understanding between the District and the Foundation regarding the lease.

Funding: There is no cost to the District.

Recommendation: Approve/Ratify Gift and Corporate Guaranty Agreement between the Fullerton School District and the Beechwood School Foundation, effective November 1, 2013.

SH:gs
Attachment

Gift and Corporate Guaranty Agreement between
The Fullerton School District and the Beechwood School Foundation

This Gift and Corporate Guaranty Agreement (“Agreement”), effective as of March 1, 2013 (“Effective Date”), is made and entered into by and between the Beechwood School Foundation (“Donor”) and the Fullerton School District (“District”). Based upon the Recitals below, and in consideration of the mutual promises and benefits hereunder, the parties hereto hereby agree as follows:

RECITALS

Donor wishes to make a charitable gift of 315 iPads to Beechwood School for the use and benefit of District students in the classroom.

Donor is entering into an agreement (“Lease”) with Apple, Inc., as detailed in Master Equipment Lease #426 dated June 28, 2013 and Equipment Schedule No. 426-055 thereto for the lease of the 36 iPads. Payment terms are as follows:

| | |
|----------------|------------------|
| Equipment cost | \$150,985.00 |
| E-Waste fee | 945.00 |
| Taxes | <u>12,078.80</u> |
| Total | \$164,008.80 |

To be paid in 5 semi-annual payments of \$34,187.50. First payment due January 1, 2014. Total lease term 36 months. Equipment purchase option at end of lease of \$1.00

Apple, Inc. has required, as a condition of its entering into the Lease with Donor, that a Corporate Guaranty Agreement be executed by the District and delivered to Apple, Inc.

The District desires to accept such gift, subject to the terms and conditions set forth in this Agreement.

AGREEMENT

1. **Gift.** Donor hereby agrees to enter into the Lease with Apple Inc. Donor will gift to the District for the use and benefit of the District the 36 iPads obtained through the lease. The iPads will become the property of the District upon receipt by the District. Placement and use of the iPads is at the total discretion of the District.
2. **Guaranty Agreement.** The District agrees to execute the Corporate Guaranty Agreement with Apple, Inc.

3. **Payment of Lease.** Donor confirms to the District that lease payments will be made by the Foundation as scheduled.
4. **Donor Budget of First Fundraising Dollars.** Donor confirms that Lease payments will be the first priority expenditure in its budget for the next five years. Donor will encumber funds and make Lease payments before any other expenditure. If Donor fails to achieve fundraising projections, all other expenditures will be terminated before the Donor defaults on the lease.
5. **Donor Use of Funds:** Should Donor fail to achieve fundraising projections, and termination of all other expenditures is not sufficient to achieve required budget to make Lease payment, Donor will use any and all cash, investment, and other asset reserves to continue to make Lease payments.
6. **Non-payment of Lease.** If Donor is unable to make a full scheduled lease payment, Donor will inform the District as soon as possible of the delinquency. Donor agrees to use all available reserves to make Lease payments, even if only a partial payment. In the case of Donor inability to make Lease payments, District will make the necessary scheduled payment, or part of payment Donor is unable to make, and Donor will become a debtor of the District.
7. **Agreement Resulting from Donor Non-Payment of Lease:** If the District is required to make all or part of a lease payment for the Donor, the Donor and District agree to enter into a new agreement whereby Donor will agree to a payment schedule to District to pay off debt owed to District. This new agreement will provide that all revenues of the Donor will be used to pay off the debt to the District, before any other expenditures are made.
8. **Assignment.** This Agreement and the rights and benefits hereunder may not be assigned by either party without the prior written consent of the other party, which consent shall be in the sole and absolute discretion of the non-assigning party.
9. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with regard to the matters referred to herein, and supersedes all prior oral and written agreement, if any, of the parties in respect hereto. This Agreement may not be modified or amended except by written agreement executed by both parties hereto. The captions inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.
10. **Board of Trustees Approval.** This Agreement is subject to the approval by the Board and this Agreement will not be effective unless and until approved by the Board.

ACCEPTED AND AGREED TO:

BEECHWOOD SCHOOL FOUNDATION

By: Marla Dorsey
Name Marla Dorsey
President

BOARD OF TRUSTEES OF THE
FULLERTON SCHOOL DISTRICT

By: _____

Name: Susan Cross Hume, CPA, CIA, CGMA
Assistant Superintendent of Business

DISCUSSION/ACTION ITEM

DATE: November 12, 2013
TO: Robert Pletka, Ed.D, District Superintendent
FROM: Susan Hume, Assistant Superintendent, Business Services
SUBJECT: APPROVE REVISED BOARD POLICY BP 3350 (PREVIOUSLY 4360)

Background: The following policy was presented to the Board of Trustees for the first reading at the October 15, 2013 Board meeting:

Revised:
Business and Non-Instructional Operations
BP 4360 (New Number 3350) Travel: Reimbursement

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

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

Funding: Not applicable.

Recommendation: Approve revised board policy BP 3350 (previously 4360).

SH:gs
Attachments

Fullerton School District

Board Policy

Travel: Reimbursement

BP 3350

Personnel

Board Adopted: February 25, 1992

Board Revised: December 13, 2005, November 16, 2010

The Board of Trustees shall pay all actual and necessary expenses, including travel, incurred by any employee performing authorized services for the District. Funds expended shall not exceed those budgeted by the Board for these purposes. The Board may authorize an advance of funds to cover necessary expenses.

The Board shall approve employee requests for travel, meetings, and conferences within the financial limitations set forth by the annually adopted budget.

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

The Board delegates authority to the Superintendent to approve employee requests for travel, meetings and conferences within the financial limitations set forth by the annually adopted budget. Meetings not previously budgeted for shall be approved on an individual basis by the Board of Trustees. All conference attendance of staff must be recommended by the immediate supervisor and approved by the Superintendent **or designee**.

The Superintendent is authorized to approve the reimbursement of actual and necessary expenses for attendance at meetings and conferences by employees of the Fullerton School District, provided that:

1. Such meeting or conference shall relate directly to the duties of the employee.
2. Attendance is recommended by the employee's immediate supervisor.
3. Funds have been budgeted for conference expenses.
4. Funds expended shall not exceed the amount budgeted by the Board of Trustees.

All out of state conferences will be individually presented to and approved by the Board of Trustees.

Legal References:

EDUCATION CODE

44016 Travel expense

44032 Travel expense payment

44033 Automobile allowance

44802 Student teacher's travel expense

CSBA Revision

6/98

~~Fullerton School District~~

~~Board Policy~~

~~Travel: Reimbursement~~

BP 4360

~~Personnel~~

~~Board Adopted: February 25, 1992~~

~~Board Revised: December 13, 2005, November 16, 2010~~

~~The Board of Trustees shall pay all actual and necessary expenses, including travel, incurred by any employee performing authorized services for the District. Funds expended shall not exceed those budgeted by the Board for these purposes. The Board may authorize an advance of funds to cover necessary expenses.~~

~~The Board shall approve employee requests for travel, meetings, and conferences within the financial limitations set forth by the annually adopted budget.~~

~~The Board shall reimburse employees for the use of their own vehicles in the performance of regularly assigned duties. The Board shall establish an allowance for such use on either a mileage or monthly basis.~~

~~The Board delegates authority to the Superintendent to approve employee requests for travel, meetings and conferences within the financial limitations set forth by the annually adopted budget. Meetings not previously budgeted for shall be approved on an individual basis by the Board of Trustees. All conference attendance of staff must be recommended by the immediate supervisor and approved by the Superintendent.~~

~~The Superintendent is authorized to approve the reimbursement of actual and necessary expenses for attendance at meetings and conferences by employees of the Fullerton School District, provided that:~~

- ~~1. Such meeting or conference shall relate directly to the duties of the employee.~~
- ~~2. Attendance is recommended by the employee's immediate supervisor.~~
- ~~3. Funds have been budgeted for conference expenses.~~
- ~~4. Funds expended shall not exceed the amount budgeted by the Board of Trustees.~~

~~All out of state conferences will be individually presented to and approved by the Board of Trustees.~~

Legal References:

~~EDUCATION CODE~~

~~44016 Travel expense~~

~~44032 Travel expense payment~~

~~44033 Automobile allowance~~

~~44802 Student teacher's travel expense~~

~~CSBA Revision~~

~~6/98~~

DISCUSSION/ACTION ITEM

DATE: November 12, 2013

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

FROM: Mark Douglas, Assistant Superintendent, Personnel Services

SUBJECT: APPROVE LANGUAGE ALIGNMENT AND EXTENSION OF ASSISTANT SUPERINTENDENTS' CONTRACTS THROUGH JUNE 30, 2015

Background: Assistant Superintendents are limited to a maximum of a three-year employment contract. All of the current contracts are coming to a close in June of 2014. All three contracts were created at different times and with language that is inconsistent. After recent revision to the Superintendent's contract, legal counsel recommended that the Assistant Superintendents' contracts be similarly adjusted where appropriate. The changes do not increase compensation from current contracts. Any changes to current contracts require mutual consent between Assistant Superintendent and Superintendent. Each year, the Assistant Superintendents are evaluated by the Superintendent based on District/Division Goals. As part of the evaluation, the Superintendent determines any adjustments to their original Contracts. The Superintendent has met to evaluate the three Assistant Superintendents and determined that adjustments would be made to each of their Contracts. A copy of each contract is available in the Superintendent's Office for review.

Rationale: Any amendments or adjustments to contracts require Board approval.

Funding: General Fund.

Recommendation: Approve language alignment and extension of Assistant Superintendents' contracts through June 30, 2015.

MD:nm

DISCUSSION/ACTION ITEM

DATE: November 12, 2013
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Mark Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE AMENDMENT OF BOARD-APPROVED CONTRACT FOR DISTRICT SUPERINTENDENT

Background: Each year the Superintendent is evaluated by the Board based on District Goals. As part of the evaluation, the Board determines any adjustments to the original Contract. The Board has met to evaluate the Superintendent and determined that adjustments would be made to the Superintendent's Contract. A copy of the amendment is available in the Superintendent's Office for review.

Rationale: Any amendments or adjustments to contracts require Board approval.

Funding: General Fund.

Recommendation: Approve amendment of Board-approved Contract for District Superintendent.

MD:nm

DISCUSSION/ACTION ITEM

DATE: November 12, 2013
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND MARGY PRICE TO PROVIDE COACHING IN LEADERSHIP CAPACITY FOR PRINCIPALS TO PROMOTE STUDENT LEARNING AND ACHIEVEMENT EFFECTIVE NOVEMBER 13, 2013 THROUGH JUNE 30, 2014**

Background: Professional coaching has played a strategic role in District staff development for both teachers and administrators to promote student learning and raise student achievement in classrooms and schools. Successful coaching is grounded in research and theory of action including Best Practices, Professional Learning Communities, and McREL's 21 leadership characteristics.

Rationale: Up to 30 days of individualized coaching sessions will be provided by Margy Price throughout the 2013/2014 school year targeting leadership responsibilities to promote student learning and academic performance. Areas of focus include such things as classroom walk-throughs, lesson observations, instructional and supervisory leadership, and progress evaluations through review of student learning data.

Funding: A daily rate of \$571.21 will be paid; total cost not to exceed \$10,000.00 and will be paid from budget #304.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Margy Price to provide coaching in leadership capacity for principals to promote student learning and achievement effective November 13, 2013 through June 30, 2014.

JM:nm
Attachment

2013-2014 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Margy Price** 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: **Up to 30 days of coaching in leadership capacity for principals to promote student learning and achievement.**
2. Term. Contractor shall commence providing services under this Agreement on **November 13, 2013** and will diligently perform as required and complete performance by **June 30, 2014**.
3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Ten Thousand Dollars (\$10,000.00), with a daily rate of Five Hundred Seventy One Dollars and Twenty One Cents**. 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 as they relate to the services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
6. Materials. Contractor shall furnish, at his/her own expense, all labor, materials,

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

10. 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 (3) days after the day of mailing, whichever is sooner.

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

11. 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.

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

CONTRACTOR:
Margy Price
Address 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 12th DAY OF November 2013.

FULLERTON SCHOOL DISTRICT

By:

Robert Pletka, Ed.D.
Superintendent

Margy Price

(Contractor Name)

By:

Signature

Margy Price

(Typed Name, Title)

On File

Taxpayer Identification Number

ADMINISTRATIVE REPORT

DATE: November 12, 2013
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: FIRST READING OF NEW AND REVISED BOARD POLICIES

Background: The California School Boards Association (CSBA) provides up-to-date legal templates of board policies, which are adopted by the majority of school districts in our State.

Upon review of current board policies, the following board policies need to be added or revised to reflect current laws and practice:

New:

Personnel
BP 4119.41, 4219.41, 4319.41 Employees With Infectious Disease

Revised:

Personnel
BP 4030 Nondiscrimination in Employment
BP 4111, 4211, 4311 Recruitment and Selection
BP 4112.9, 4212.9, 4312.9 Employee Notifications
BP 4119.1, 4219.1, 4319.1 Civil and Legal Rights
BP 4119.21, 4219.21, 4319.21 Professional Standards

The purpose of this Administrative Report will be to afford Board members the opportunity to review these board policies, ask questions, receive clarification and propose revisions prior to approval of these policies at the December 10th Board of Trustees Meeting.

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

Funding: Not applicable.

Recommendation: Not applicable.

MLD:nm
Attachments

Fullerton School District

Board Policy

Employees With Infectious Disease

BP 4119.41, 4219.41, 4319.41

PERSONNEL

Board Adopted:

The Board of Trustees desires to promote the health of District students and staff in order to reduce absenteeism and enhance employee and student performance. The Superintendent or designee shall develop strategies to prevent the outbreak or spread of infectious diseases at District schools.

An infectious disease is one that is caused by a microorganism and is potentially transmittable to another individual, whether through airborne transmission, bloodborne transmission, skin-to-skin contact, foodborne transmission, or other casual or noncasual means. A communicable infectious disease, such as influenza or chicken pox, is contagious and can be readily transmitted by infectious bacteria or viral organisms.

In accordance with law, job applicants shall be required to provide evidence that they are free of tuberculosis or any other communicable infectious disease prior to beginning employment.

To prevent the outbreak or spread of infectious diseases, the Superintendent or designee may provide infection prevention supplies and information to employees, including information about recommended vaccinations. Employees also shall observe universal precautions to avoid contact with potentially infectious blood or other bodily fluids.

Plans for addressing a communicable infectious disease outbreak, including, but not limited to, plans for addressing employee shortages during such an outbreak, shall be included in the district's emergency preparedness plan.

The Superintendent or designee shall immediately report to the local health officer the presence or suspected presence of any communicable infectious disease. In addition, a school nurse or other health care provider who knows of or is in attendance on a case or suspected case of any of the diseases or conditions listed in 17 CCR 2500 shall make a report to the local health officer. If no health care provider is in attendance, any individual having knowledge of a person who is suspected to be suffering from one of the specified diseases or conditions may make a report to the local health officer. (17 CCR 2500, 2508)

Nondiscrimination/Reasonable Accommodation

The District shall not discriminate against any employee or job applicant who has an infectious disease that meets the federal or state definition of a disability under the Americans with Disabilities Act, California Fair Employment and Housing Act, or Section 504 of the Federal Rehabilitation Act. (Government Code 12900-12996; 29 USC 794; 42 USC 12101-12213)

Upon request, any qualified person with a disability shall be provided reasonable accommodation to perform the essential duties of his/her position in accordance with the criteria and processes described in AR 4032 - Reasonable Accommodation.

Legal Reference:

EDUCATION CODE

44839 Medical certificate; periodic medical examination

44839.5 Requirements for employment of retirant

49406 Examination for tuberculosis (employees)

CIVIL CODE

56-56.37 Confidentiality of medical information

GOVERNMENT CODE

12900-12996 Fair Employment and Housing Act

HEALTH AND SAFETY CODE

120975-121020 Mandated blood testing and confidentiality to protect public health

CODE OF REGULATIONS, TITLE 2

7293.5-7294.2 Discrimination based on disability

CODE OF REGULATIONS, TITLE 5

5502-5504 Medical certification

CODE OF REGULATIONS, TITLE 17

2500 Reportable diseases and conditions

2508 Reporting of communicable diseases; duty of schools

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

COURT DECISIONS

Chevron USA v. Echazabal, (2002) 536 U.S. 73, 122 S.Ct. 2045

School Board of Nassau County, Florida v. Arline, (1987) 408 U.S. 273

Management Resources:

CSBA PUBLICATIONS

H1N1 Influenza (Swine Flu), Fact Sheet, April 2009

Pandemic Influenza, Fact Sheet, September 2007

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH PUBLICATIONS

California HIV/AIDS Laws, 2009, January 2010

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS

Enforcement Guidance: Reasonable Accommodation and Undue Hardship under the Americans with Disabilities Act, October 2002

WEB SITES

CSBA: <http://www.csba.org>

California Department of Public Health: <http://www.cdph.ca.gov>

California School Nurses Organization: <http://www.csno.org>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Equal Employment Opportunity Commission: <http://www.eeoc.gov>

U.S. Department of Health and Human Services: <http://www.hhs.gov>

CSBA Revisions

(6/88 12/91) 7/12

Fullerton School District

Board Policy

Nondiscrimination in Employment

BP 4030

Personnel

Board Adopted: November 29, 2005

Board Revised:

The Board of Trustees prohibits unlawful discrimination against and/or harassment of District employees and job applicants on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, **genetic information**, veteran status, gender, **gender identity, gender expression, sex** or sexual orientation at any District site and/or activity. The Board of Trustees also prohibits retaliation against any District employee or job applicant who complains, testifies or in any way participates in the District's complaint procedures instituted pursuant to this policy.

Prohibited discrimination consists of the taking of any adverse employment action against a person, including termination or denial of promotion, job assignment, or training, or in discriminating against the person in compensation, terms, conditions, or other privileges of employment based on any of the prohibited categories of discrimination listed above.

The prohibition against discrimination based on the religious creed of an employee or job applicant includes any discrimination based on the person's religious dress or grooming practices or any conflict between the person's religious belief, observance, or practice and an employment requirement. The prohibition against discrimination based on the sex of an employee or job applicant shall include any discrimination based on the person's pregnancy, childbirth, breastfeeding, or any related medical conditions. (Government Code 12926, 12940)

Harassment consists of any unwelcome verbal, physical, or visual conduct that is based on any of the prohibited categories of discrimination listed above and that is so severe or pervasive that it adversely affects an individual's employment opportunities, has the purpose or effect of unreasonably interfering with the individual's work performance, or creates an intimidating, hostile, or offensive work environment.

The Board also prohibits retaliation against any district employee or job applicant who complains, testifies, assists, or in any way participates in the District's complaint procedures instituted pursuant to this policy.

Any District employee who engages or participates in unlawful discrimination, or who aids, abets, incites, compels or coerces another to discriminate, is in violation of this policy and is subject to disciplinary action, up to and including dismissal.

Any District employee who observes or has knowledge of an incident of unlawful discrimination or harassment shall report the incident to the Principal, District administrator or Superintendent as soon as practical after the incident. Failure of a District employee to report discrimination or harassment may result in disciplinary action.

The Superintendent shall regularly publicize, within the District, the District's nondiscrimination policy and the availability of complaint procedures.

The District's policy and administrative regulation shall be posted in all schools and offices including staff lounges.

The Board of Trustees designates the following position(s) as Coordinator(s) for Nondiscrimination in Employment:

Assistant Superintendent, Personnel Services
Fullerton School District
1401 W. Valencia Drive
Fullerton, California 92833
(714) 447-7400

Any employee or job applicant who believes that he/she has been or is being discriminated against or harassed in violation of District policy should, as appropriate, immediately contact his/her supervisor, the Coordinator, or the Superintendent who shall advise the employee or applicant about the District's procedures for filing, investigating, and resolving any such complaint.

Complaints regarding employment discrimination or harassment shall immediately be investigated in accordance with AR 4031 - Complaints Concerning Discrimination in Employment.

Other Remedies

An employee may, in addition to filing a discrimination complaint with the District, file a complaint with either the California Department of Fair Employment and Housing (DFEH) or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:

1. To file a valid complaint with DFEH, the employee must file his/her complaint within one year of the alleged discriminatory act(s).
2. To file a valid complaint directly with EEOC, the employee must file his/her complaint within 180 days of the alleged discriminatory act(s). To file a valid complaint with EEOC after filing a complaint with DFEH, the employee must file the complaint within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by DFEH, whichever is earlier.

Employees wishing to file complaints with the DFEH and EEOC should contact the nondiscrimination coordinator for more information.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment shall report the incident to the Coordinator or Superintendent as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately.

Training and Notifications

The Superintendent or designee shall provide training to employees about how to recognize harassment and discrimination, how to respond appropriately, and components of the District's policies and regulations regarding discrimination.

The Superintendent or designee shall regularly publicize, within the District and in the community, the District's nondiscrimination policy and the availability of complaint procedures. Such publication shall be included in each announcement, bulletin, or application

form that is used in employee recruitment. (34 CFR 100.6, 106.9)

The District's policy shall be posted in all District schools and offices including staff lounges and student government meeting rooms. (5 CCR 4960)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

CIVIL CODE

51.7 Freedom from violence or intimidation

GOVERNMENT CODE

11135 Unlawful discrimination

12900-12996 Fair Employment and Housing Act

PENAL CODE

422.56 Definitions, hate crimes

CODE OF REGULATIONS, TITLE 2

7287.6 Terms, conditions and privileges of employment

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 29

621-634 Age Discrimination in Employment Act

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964, as amended

2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended

2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008

2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

6101-6107 Age discrimination in federally assisted programs

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 34

100.6 Compliance information

104.7 Designation of responsible employee for Section 504

104.8 Notice

106.8 Designation of responsible employee and adoption of grievance procedures

106.9 Dissemination of policy

110.1-110.39 Nondiscrimination on the basis of age

COURT DECISIONS

Thompson v. North American Stainless LP, (2011) 131 S.Ct. 863

Shephard v. Loyola Marymount, (2002) 102 Cal.App.4th 837

Management Resources:

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Notice of Non-Discrimination, August 2010

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS

Questions and Answers: Religious Discrimination in the Workplace, 2008

Fullerton School District BP 4040

Page 3 of 4

Enforcement Guidance: Reasonable Accommodation and Undue Hardship under the Americans with Disabilities Act, October 2002

Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 1999

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>

CSBA Revisions

(3/10 3/12) 11/12

Fullerton School District

Board Policy

Recruitment and Selection

BP 4111, 4211, 4311

Personnel

Board Adopted: September 29, 2005

Board Revised: September 28, 2010

Board Revised:

The Board of Trustees desires to employ the most highly qualified and appropriate person available for each open position in order to improve student achievement and efficiency in District operations.

The Superintendent or designee shall **develop fair, open, and transparent recruitment and selection processes and procedures which ensure that employees are selected based on demonstrated knowledge, skills, and competence and not on any bias, personal preference, or unlawful discrimination.**

- ~~1. Recruit candidates for open positions based on an assessment of the District's needs for specific skills, knowledge and abilities.~~
- ~~2. Develop job descriptions that accurately describe all essential and marginal functions and duties of each position.~~
- ~~3. Disseminate job announcements to ensure a wide range of candidates.~~
- ~~4. Develop selection procedures that identify the best possible candidate for each position based on screening processes, interviews, observations and recommendations from previous employers.~~
- ~~5. Establish an interview committee, as appropriate, to rank candidates and recommend finalists.~~

When a vacancy occurs, the Superintendent or designee shall review the job description for the position to ensure that it accurately describes the major functions and duties of the position. He/she also shall disseminate job announcements to ensure a wide range of candidates.

The District's selection procedures shall include screening processes, interviews, observations, and recommendations from previous employers as necessary to identify the best possible candidate for a position. The Superintendent or designee may establish an interview committee, as appropriate, to rank candidates and recommend finalists. All discussions and recommendations shall be confidential in accordance with law.

During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job. No inquiry shall be made with regard to any category of discrimination prohibited by State or federal law. All discussions and recommendations shall be confidential in accordance with law.

For each position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law and the Board for the position. No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee.

Recruiting Incentives for Teachers

Contingent upon available funding, the Superintendent or designee may provide incentives to recruit credentialed teachers to teach in any district school ranked in the bottom half of the State Academic Performance Index **or as specified as difficult to fill as defined by the Declaration of Need report to the State**. Such incentives may include, but are not limited to, signing bonuses, improved work conditions, teacher compensation or housing subsidies. (Education Code 44735)

Legal References:

EDUCATION CODE

200-262.4 Prohibition of discrimination
44066 Limitations on certification requirement
44259 Teaching credential; exception; designated subjects; minimum requirements
44735 Incentive grants for recruiting teachers for low-performing schools
44740-44741 Personnel management assistance teams
44750 Teacher recruitment resource center
44830-44831 Employment of certificated persons
44858 Age or marital status in certificated positions
44859 Prohibition against certain rules and regulations re residency
45103-45139 Employment (classified employees)
49406 Examination for tuberculosis

GOVERNMENT CODE

815.2 Liability of public entities and public employees
12900-12996 Fair Employment and Housing Act, including:
12940-12956 Discrimination prohibited; unlawful practices

UNITED STATES CODE, TITLE 8

1324a Unlawful employment of aliens
1324b Unfair immigration related practices

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended
2000h-2-2000h-6 Title IX, 1972 Education Act Amendments

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

COURT DECISIONS

C.A. v William S. Hart Union High School District et al., (2012) 138 Cal.Rptr.3d 1

Management Resources:

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

Education Job Opportunities Information Network: <http://www.edjoin.org>

Teach USA: <http://www.calteach.org>

U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>

CSBA Revisions

(7/03) 7/12

Fullerton School District

Board Policy

Employee Notification

BP 4055 4112.9, 4212.9, 4312.9

Personnel

Board Adopted: November 29, 2005

Board Revised:

The Board of Trustees believes that providing clear communications to staff is essential to establishing a professional, positive work environment and enhancing their job performance. The Superintendent or designee shall provide district employees all notifications required by law and any other notifications he/she believes will promote staff knowledge of the district's policies, programs, activities, and operations.

When required by law, Board policy, or administrative regulation, District employees shall be asked to sign an acknowledgment indicating receipt of the notification. Such acknowledgments shall be retained in each employee's personnel file.

~~The Fullerton School District shall provide employees with the following notifications and shall obtain signed acknowledgments that the notifications were received when so required by law or regulations.~~

Acknowledgments Required by Law

- ~~1. — Legal obligation to report known or suspected instances of child abuse.~~
- ~~2. — Oath or affirmation of allegiance required of public employees.~~
- ~~3. — Hepatitis B vaccine declination.~~
- ~~4. — School bus driver drug and alcohol testing policy, regulations, and related information.~~
- ~~5. — Notice of release from position requiring an administrative or supervisory credential.~~
- ~~6. — The classified employee's class specification, salary data, assignment or work location, duty hours and prescribed workweek.~~
- ~~7. — Information about certificated employee membership in the State Teachers' Retirement System.~~

Acknowledgement Not Required by Law

- ~~1. — District's drug and alcohol free workplace.~~
- ~~2. — FSD non-smoking policy.~~
- ~~3. — Prohibition of sexual harassment.~~
- ~~4. — Certificated employee's employment status and salary.~~
- ~~5. — State disability insurance rights and benefits.~~

- ~~6. — Certified employee evaluations.~~
- ~~7. — Requirements and information pertinent to emergency teaching or specialist permit applicants.~~
- ~~8. — Notice of layoff.~~
- ~~9. — Derogatory information to be placed in personnel file.~~
- ~~10. — Exhaustion of classified employee's paid leave.~~
- ~~11. — Notice of charges related to disciplinary action.~~
- ~~12. — Notice of intent to dismiss.~~
- ~~13. — Students whose actions could constitute grounds for suspension or expulsion, except for possession or use of tobacco.~~

Legal References:

EDUCATION CODE

- 231.5 Sexual harassment policy
- 17612 Notification of pesticide use
- 22455.5 STRS information to potential members
- 22461 Postretirement compensation limitation
- 35031 Nonreelection of superintendent, assistant superintendent, or manager of classified services
- 35171 Notice of regulations pertaining to certificated employee evaluations
- 37616 Notice of public hearing on year-round schedule
- 44031 Personnel file contents, inspection
- 44663-44664 Evaluation of certificated employees
- 44842 Reemployment notices, certificated employees
- 44896 Transfer of administrator or supervisor to teaching position
- 44916 Written statement of employment status
- 44929.21 Reelection or nonreelection of probationary employee after second year
- 44934 Notice of disciplinary action for cause
- 44938 Notice of unprofessional conduct and opportunity to correct
- 44940.5-44941 Notification of suspension and intent to dismiss
- 44948.3-44948.5 Dismissal of probationary employees
- 44949 Cause, notice and right to hearing
- 44951 Continuation in position unless notified, administrative or supervisory personnel
- 44954 Nonreelection of temporary employees
- 44955 Reduction in number of employees
- 45113 Notification of charges, classified employees
- 45117 Notice of layoff, classified employees
- 45169 Employee salary data, classified employees
- 45192 Industrial and accident leave
- 45195 Additional leave
- 46162 Notice of public hearing on block schedule
- 49013 Complaints regarding student fees
- 49079 Notification to teacher; student who has engaged in acts re: grounds suspension or expulsion

GOVERNMENT CODE

- 1126 Incompatible activities of employees
- Fullerton School District BP 4112.9, 4212.9, 4312.9
Page 2 of 3

3100-3109 Oath or affirmation of allegiance
8355 Certification of drug-free workplace, including notification
12950 Sexual harassment
54957 Complaints against employees; right to open session
54963 Unauthorized disclosure of confidential information
HEALTH AND SAFETY CODE
104420 Tobacco-free schools
120875 Information on AIDS, AIDS-related conditions, and hepatitis B
120880 Notification to employees re AIDS, AIDS-related conditions, and hepatitis B
1797.796 Automated external defibrillators; notification of use and locations
LABOR CODE
2800.2 Notification of availability of continuation health coverage
3550-3553 Notifications re: workers' compensation benefits
5401 Workers' compensation; claim form and notice of potential eligibility
PENAL CODE
11165.7 Child Abuse and Neglect Reporting Act; notification requirement
11166.5 Employment; statement of knowledge of duty to report child abuse or neglect
UNEMPLOYMENT INSURANCE CODE
2613 Disability insurance; notice of rights and benefits
CODE OF REGULATIONS, TITLE 2
7288.0 Sexual harassment training, provision of district policy
CODE OF REGULATIONS, TITLE 5
4622 Uniform complaint procedures
80303 Reports of change in employment status, alleged misconduct
CODE OF REGULATIONS, TITLE 8
3204 Employees exposed to bloodborne pathogens, access to exposure and medical records
5193 California bloodborne pathogens standard
CODE OF REGULATIONS, TITLE 13
2480 Vehicle idling, limitations
UNITED STATES CODE, TITLE 38
4344 Uniformed Services Employment and Reemployment Rights Act, notice requirement
UNITED STATES CODE, TITLE 41
8101-8106 Drug-Free Workplace Act
CODE OF FEDERAL REGULATIONS, TITLE 29
825.300 Family and Medical Leave Act; notice requirement
CODE OF FEDERAL REGULATIONS, TITLE 34
104.8 Nondiscrimination
106.9 Dissemination of policy, nondiscrimination on basis of sex
CODE OF FEDERAL REGULATIONS, TITLE 40
763.84 Asbestos inspections, response actions and post-response actions
763.93 Asbestos management plans
CODE OF FEDERAL REGULATIONS, TITLE 49
382.601 Controlled substance and alcohol use and testing notifications

CSBA Revisions
(6/94 2/95) 7/12

Fullerton School District

Board Policy

Civil and Legal Rights

BP 4075 4119.1, 4219.1, 4319.1

Personnel

Board Adopted: November 29, 2005

Board Revised:

The Board of Trustees believes that the personal life of an employee is not an appropriate concern of the Fullerton School District, except as it may directly prevent the employee from performing his/her duties or responsibilities.

An employee's religious or political activities, **including religious, political, cultural, social, or other beliefs or activities**, or the lack thereof, shall not be grounds for any discrimination or disciplinary action by the District, provided these activities do not violate Board policy, administrative regulations or local, state or federal laws.

The District shall make no inquiry concerning the personal values, attitudes, and beliefs of District employees or their sexual orientation or political or religious affiliations, beliefs, or opinions except when authorized by law. In addition, no District employee shall be required to provide critical appraisals of other individuals with whom the employee has a familial relationship. However, the District reserves the right to access any publicly available information about any employee.

No employee shall be disciplined or retaliated against solely for acting to protect a student engaged in conduct authorized under Education Code 48907 or 48950.

When necessary to protect the health, welfare, or safety of students and staff, school officials may search district property under an employee's control.

~~Teachers shall have the right to refuse to submit to any evaluation or survey conducted by the District concerning personal values, attitudes and beliefs; sexual orientation; political affiliations or opinions; critical appraisals of other individuals with whom the teacher has a family relationship; or religious affiliations or beliefs.~~

Whistleblower Protection

All employees shall have the right to disclose improper governmental activities to a Board member, a school administrator, a member of the Orange County Board of Education, Orange County Superintendent of Schools, or the Superintendent of Public Instruction. An improper governmental activity is an activity by the District or a District employee that violates state or federal law, is economically wasteful, or involves gross misconduct, incompetency or inefficiency.

The Superintendent or designee shall prominently display in lettering larger than size 14 point type a list of employees' rights and responsibilities under the whistleblower laws, including the telephone number of the whistleblower hotline maintained by the office of the California Attorney General. (Labor Code 1102.8)

No employee shall use or attempt to use his/her official authority or influence to intimidate, threaten, coerce or command another employee for the purpose of interfering with that employee's right to disclose improper governmental activity.

An employee who has disclosed improper governmental activity and believes that he/she has subsequently been subjected to acts or attempted acts of reprisal shall file a written complaint in accordance with the District's complaint procedures. After filing a complaint with the District, he/she may also file a copy of the complaint with local law enforcement.

Rights in Legal Proceedings **Protection Against Liability**

No employee shall be liable for harm caused by his/her act or omission when he/she is acting within the scope of employment or district responsibilities; when the employee's act or omission is in conformity with federal or state law, district policy, or administrative regulation; or when the employee's act or omission is in furtherance of an effort to control, discipline, expel, or suspend a student or to maintain order or control in the classroom or school.

The protection against liability shall not apply when:

1. The employee acted with willful or criminal misconduct, gross negligence, recklessness, or a conscious, flagrant indifference to rights or safety of the individual harmed.
2. The employee caused harm by operating a motor vehicle or other vehicle requiring license or insurance.
3. The employee was not properly licensed, if required, by state law for such activities.
4. The employee was found by a court to have violated a federal or state civil rights law.
5. The employee was under the influence of alcohol or any drug at the time of the misconduct.
6. The misconduct constituted a crime of violence pursuant to 18 USC 16 or an act of terrorism for which the employee has been convicted in a court.
7. The misconduct involved a sexual offense for which the employee has been convicted in a court.
8. The misconduct occurred during background investigations, or other actions, involved in the employee's hiring.

~~Any employee has the right, if contacted by an attorney or the representative of a law firm not employed by the District about any claim, complaint, lawsuit or other legal proceeding against the District, to:~~

- ~~1. Speak to the attorney or the representative without fear of punishment in retaliation for such communication.~~
- ~~2. Contact his/her supervisor before answering questions or responding in any way.~~
- ~~3. Refuse to speak to the attorney or representative.~~
- ~~4. Notify the District that the attorney or representative has requested an interview.~~

5. ~~Consult with his/her own attorney or an attorney employed by the District or bargaining unit.~~
6. ~~Be represented at any interview either by his/her own attorney or an attorney employed by the District.~~

Legal References:

EDUCATION CODE

200-262.4 Prohibition of discrimination
7050-7058 Political activities of school officers and employees
44040 Discrimination based on employee's appearance before certain boards or committees
44110-44114 Reporting by school employees of improper governmental activity
48907 Student freedom of expression; employee's protection of student rights
48950 Speech and other communication
49091.24 Teacher rights to refuse evaluation/survey of personal life

CIVIL CODE

51 Unruh Civil Rights Act

GOVERNMENT CODE

815.3 Intentional torts
820-823 Tort claims act
825.6 Indemnification of public entity
3540.1 Public employment definitions
3543.5 Interference with employee's rights prohibited
12650-12656 False claims actions
12940-12951 Discrimination prohibited; unlawful practices

LABOR CODE

1102.5-1106 Whistleblower protections

UNITED STATES CODE, TITLE 18

16 Crime of violence defined

UNITED STATES CODE, TITLE 20

6731-6738 Teacher liability protection

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

2000h-2000h-6 Title IX, 1972 Education Act Amendments

12101-12213 Americans with Disabilities Act

COURT DECISIONS

Hartnett v. Crosier, (2012) 205 Cal.App.4th 685

Johnson v. Poway Unified School District, (2011) 658 F.3d 954

Ohton v. CSU San Diego, (2007) 56 Cal.Rptr.3d 111

Garcetti v. Ceballos, (2006) 543 U.S. 1186

O'Conner v. Ortega, (1987) 480 U.S. 709

New Jersey v. T.L.O., (1985) 468 U.S. 325

Management Resources:

WEB SITES

California Attorney General: <http://www.oag.ca.gov>

CSBA Revisions

(3/04 7/07) 7/12

Fullerton School District BP 4112.1, 4212.1, 4312.1

Fullerton School District

Board Policy

Professional Standards

BP 4119.21, 4219.21, 4319.21

Personnel

Board Adopted: September 29, 2005

Board Revised:

The Board of Trustees expects Fullerton School District employees to maintain the highest ethical standards, exhibit professional behavior, follow District policies and regulations, and abide by State and federal laws, **and exercise good judgment when interacting with students and other members of the school community.** Employee conduct should enhance the integrity of the District and advance the goals of the educational programs. Each employee should make a commitment to acquire the knowledge and skills necessary to fulfill his/her responsibilities and should focus on his/her contribution to the learning and achievement of District students.

The Board encourages District employees to accept as guiding principles the professional standards and codes of ethics adopted by professional associations to which they may belong.

Each employee should make a commitment to acquire the knowledge and skills necessary to fulfill his/her responsibilities and should focus on his/her contribution to the learning and achievement of District students.

Inappropriate employee conduct includes, but is not limited to:

- 1. Engaging in any conduct that endangers students, staff, or others, including, but not limited to, physical violence, threats of violence, or possession of a firearm or other weapon**
- 2. Engaging in harassing or discriminatory behavior towards students, parents/guardians, staff, or community members, or failing or refusing to intervene when an act of discrimination, harassment, intimidation, or bullying against a student is observed**
- 3. Physically abusing, sexually abusing, neglecting, or otherwise willfully harming or injuring a child**
- 4. Engaging in inappropriate socialization or fraternization with a student or soliciting, encouraging, or maintaining an inappropriate written, verbal, or physical relationship with a student**
- 5. Possessing or viewing any pornography on school grounds, or possessing or viewing child pornography or other imagery portraying children in a sexualized manner at any time**
- 6. Using profane, obscene, or abusive language against students, parents/guardians, staff, or community members**
- 7. Willfully disrupting District or school operations by loud or unreasonable noise or other action**

8. Using tobacco, alcohol, or an illegal or unauthorized substance, or possessing or distributing any controlled substance, while in the workplace or at a school-sponsored activity
9. Dishonesty with students, parents/guardians, staff, or members of the public, including, but not limited to, falsification of information in employment records or other school records
10. Divulging confidential information about students, district employees, or district operations to persons not authorized to receive the information
11. Using District equipment or other District resources for the employee's own commercial purposes or for political activities
12. Using District equipment or communications devices for personal purposes while on duty, except in an emergency, during scheduled work breaks, or for personal necessity
13. Employees shall be notified that computer files and all electronic communications, including, but not limited to, email and voice mail, are not private. To ensure proper use, the Superintendent or designee may monitor employee usage of District technological resources at any time without the employee's consent.
14. Causing damage to or engaging in theft of property belonging to students, staff, or the district
15. Wearing inappropriate attire

An employee who observes or has evidence of another employee's inappropriate conduct shall immediately report such conduct to the principal or Superintendent or designee. An employee who has knowledge of or suspects child abuse or neglect shall file a report pursuant to the District's child abuse reporting procedures as detailed in AR 5141.4 - Child Abuse Prevention and Reporting.

Any reports of employee misconduct shall be promptly investigated. Any employee who is found to have engaged in inappropriate conduct in violation of law or Board policy shall be subject to disciplinary action and, in the case of a certificated employee, may be subject to a report to the Commission on Teacher Credentialing. The Superintendent or designee shall notify local law enforcement as appropriate.

An employee who has knowledge of but fails to report inappropriate employee conduct may also be subject to discipline.

The District prohibits retaliation against anyone who files a complaint against an employee or reports an employee's inappropriate conduct. Any employee who retaliates against any such complainant, reporter, or other participant in the district's complaint process shall be subject to discipline.

Staff Conduct with Students

~~The Board expects all employees to exercise good judgment and maintain professional standards and boundaries when interacting with students both on and off school property. Inappropriate employee conduct shall include, but not be limited to, engaging in harassing or discriminatory behavior; engaging in inappropriate socialization or fraternization with a student; soliciting, encouraging, or~~

~~establishing an inappropriate written, verbal, or physical relationship with a student; furnishing tobacco, alcohol, or other illegal or unauthorized substances to a student; or engaging in child abuse.~~

~~An employee who observes or has evidence of inappropriate conduct between another employee and a student shall immediately report such conduct to the principal or Superintendent or designee. An employee who has knowledge of or suspects child abuse shall file a report pursuant to the District's child abuse reporting procedures as detailed in AR 5141.4 – Child Abuse Prevention and Reporting.~~

Legal References:

EDUCATION CODE

200-262.4 Prohibition of discrimination

44242.5 Reports and review of alleged misconduct

PENAL CODE

11164-11174.4 Child Abuse and Neglect Reporting Act

CODE OF REGULATIONS, TITLE 5

80303 Reports of dismissal, resignation and other terminations for alleged misconduct

80331-80338 Rules of conduct for professional educators

Management Resources:

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

California Standards for the Teaching Profession, 2009

COUNCIL OF CHIEF STATE SCHOOL OFFICERS PUBLICATIONS

Educational Leadership Policy Standards: ISLLC 2008, 2008

NATIONAL EDUCATION ASSOCIATION PUBLICATIONS

Code of Ethics of the Education Profession, 1975

WESTED PUBLICATIONS

Moving Leadership Standards into Everyday Work: Descriptions of Practice, 2003

WESTED AND ASSOCIATION OF CALIFORNIA SCHOOL ADMINISTRATORS PUBLICATIONS

California Professional Standards for Educational Leaders, 2001

WEB SITES

CSBA: <http://www.csba.org>

Association of California School Administrators: <http://www.acsa.org>

California Department of Education: <http://www.cde.ca.gov>

California Federation of Teachers: <http://www.cft.org>

California School Employees Association: <http://www.csea.com>

California Teachers Association: <http://www.cta.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Council of Chief State School Officers: <http://www.ccsso.org>

WestEd: <http://www.WestEd.org>

CSBA Revisions

(11/01 7/09) 7/12

ADMINISTRATIVE REPORT

DATE: November 12, 2013
TO: Robert Pletka, Ed.D, District Superintendent
FROM: Susan Hume, Assistant Superintendent, Business Services
SUBJECT: FIRST READING OF NEW BOARD POLICY 1325

Background: The California School Boards Association (CSBA) provides up-to-date legal templates of board policies, which are adopted by the majority of school districts in our State.

Upon review of current board policies, the following board policy reflects current laws and practice:

New Board Policy:
BP 1325 Advertising and Promotion

The purpose of this Administrative Report will be to afford Board members the opportunity to review this board policy, ask questions, receive clarification, and propose revisions prior to approval of these policies at the December 10, 2013, Board of Trustees Meeting.

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

Funding: Not applicable.

Recommendation: Not applicable.

SH:gs

Fullerton School District

Board Policy

Advertising and Promotion

BP 1325

Community Relations

Board Adopted:

Limited Open Forum

The Board of Trustees desires to promote positive relationships between schools and the community in order to enhance community support and involvement in District schools. The Superintendent or designee may approve:

1. Distribution of noncommercial materials that publicize services, special events, public meetings, or other items of interest to students or parents/guardians.
2. Distribution of promotional materials of a commercial nature to students or parents/guardians.
3. Products and materials donated by commercial enterprises for use in the classroom, as long as they serve an educational purpose and do not unduly promote any commercial activity or products. Such materials may bear the name and/or logo of the donor.

Prior to distribution, posting, or publication, the Superintendent or designee shall review and approve all advertising copy and promotional materials to ensure compliance with Board policy.

The Superintendent or designee may selectively approve or disapprove distribution of materials or publishing of copy based on the criteria listed below, but may not disapprove materials or copy in an arbitrary or capricious manner or in a way that discriminates against a particular viewpoint on a subject that would otherwise be allowed.

All materials to be distributed shall bear the name and contact information of the sponsoring entity.

As necessary, the Superintendent or designee shall require a disclaimer to be placed on the promotional materials to be distributed, posted, or published. The use of promotional materials does not imply District endorsement of any identified products or services.

Criteria for Approval

The Superintendent or designee shall not accept for distribution any materials that:

1. Are obscene, libelous, or slanderous (Education Code 48907)
2. Incite students to commit unlawful acts, violate school rules, or disrupt the orderly operation of the schools (Education Code 48907)
3. Promote any particular political interest, candidate, party, or ballot measure unless such materials are being distributed at a forum in which candidates or advocates from all sides are presenting their views to the students during school hours or during events scheduled pursuant to the Civil Center Act
4. Discriminate against, attack, or denigrate any group on account of any unlawful consideration
5. Promote the use or sale of materials or services that are illegal or inconsistent with school objectives, including but not limited to, materials or advertisements for tobacco, intoxicants, non-nutritious foods and beverages, and movies or products unsuitable for children
6. Distribute unsolicited merchandise for which an ensuing payment is required

The Superintendent or designee also may consider the educational value of the materials, the age or maturity of students in the intended audience, and whether the materials support the basic educational mission of the District, directly benefit the students, or are of intrinsic value to the students or their parents/guardians.

Legal References:

CALIFORNIA CONSTITUTION

Article 1, Section 2 Free speech rights

EDUCATION CODE

[7050-7058](#) Political activities of school officers and employees

[35160](#) Authority of governing boards

[35160.1](#) Broad authority of school districts

[35172](#) Promotional activities

[38130-38138](#) Civic Center Act

BUSINESS AND PROFESSIONS CODE

[25664](#) Advertisements encouraging minors to drink

U.S. CONSTITUTION

Amendment 1, Freedom of speech and expression

COURT CASES

Hills v. Scottsdale Unified School District 48, (2003) 329 F.3d 1044

DiLoreto v. Downey Unified School District, (1999) 196 F.3d 958

Yeo v. Town of Lexington, (1997) U.S. First Circuit Court of Appeals, No. 96-1623

Hemry v. School Board of Colorado Springs, (D.Col. 1991) 760 F.Supp. 856

Bright v. Los Angeles Unified School District, (1976) 134 Cal. Rptr. 639, 556 P.2d 1090, 18 Cal. 3d 350

Lehman v. Shaker Heights, (1974) 418 U.S. 298

CSBA Revisions

(6/92 11/01) 4/13

ADMINISTRATIVE REPORT

DATE: November 12, 2013

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

SUBJECT: **FIRST READING OF ASSEMBLY BILL 86: COMMON CORE STATE STANDARDS (CCSS) IMPLEMENTATION FUNDING EXPENDITURE PLAN FOR 2013/2014 AND 2014/2015**

Background: Assembly Bill (AB) 86 (Chapter 48, Statutes of 2013), Section 85, appropriates \$1.25 billion (approximately \$200 per prior year enrollment) in the 2013-2014 school year to support the integration of academic content standards instruction adopted pursuant to various *Education Code* sections.

CCSS implementation funds can be expended for any of the following purposes:

- Professional development for teachers, administrators, and paraprofessional educators or other classified employees involved in the direct instruction of pupils that is aligned to the academic content standards adopted
- Instructional materials aligned to the academic content standards including, but not limited to, supplemental instructional materials
- Integration of these academic content standards through technology-based instruction for purposes of improving the academic performance of pupils, including, but not necessarily limited to, expenditures necessary to support the administration of computer-based assessments and provide high-speed, high-bandwidth Internet connectivity for the purpose of administration of computer-based assessments

Rationale: As a condition of receiving CCSS implementation funds, the District, is required to:

- Develop and adopt a plan delineating how the CCSS implementation funds will be spent. The plan must be explained in a public meeting of the governing board of the school district and then be adopted in a subsequent public meeting
- Report detailed expenditure information to the California Department of Education (CDE) on or before July 1, 2015, including, but not limited to, specific purchases made and the number of teachers, administrators, or paraprofessional educators that received professional development. The funds may be spent in 2013-14 and 2014-15.

The CCSS Advisory Committee met on October 8, 2013 to brainstorm needs and to draft the AB 86 Expenditure Plan.

Funding: Not applicable.

Recommendation: Not applicable.

JM:nm
Attachment

Fullerton School District

Common Core State Standards Expenditure Plan For the 2013-14 and 2014-15 Fiscal Years

Background

The enacted California State Budget for 2013-14 provides one-time funds to local educational agencies to support the educational staff training, technology infrastructure, and devices required to implement the Federal Common Core State Standards (CCSS) and Smarter Balanced Assessment Consortium (SBAC) testing system. Planning and preparations are already underway, and continue in progress, to transition into CCSS and SBAC, which are required to be in place for the 2014-15 academic year.

The funds must be spent by July 1, 2015. As a condition of receiving the funds, a spending plan for the funds must be presented at a public meeting of the governing board and then approved at a subsequent public meeting of the governing board. What follows is the proposed spending plan for the Common Core State Standards funding that we will be receiving.

The CCSS Advisory Committee met on October 8, 2013 to brainstorm needs and to draft the AB 86 Expenditure Plan.

Funding

The estimated amount of one-time funds to be received for this purpose is **\$2,766,000**.

Uses and Expenditures

- We plan to use the funds during 2013-14 and 2014-15 in the following manner
- Provide professional learning workshops and trainings for certificated and classified classroom staff on the CCSS and to develop curriculum aligned to the new standards
- Provide parent education workshops on the CCSS and SBAC assessments
- Purchase instructional materials and supplemental instructional materials aligned to the CCSS with a focus on writing
- Upgrade the technology infrastructure to provide Internet access and meet Smarter Balanced Technology Strategy Framework and System Requirements Specifications
- Purchase additional devices and software for technology-based instruction in the CCSS and SBAC assessments

| Proposed Expenditures | Estimated Cost |
|---------------------------------------|-----------------------|
| Infrastructure/Bandwidth | \$520,000 |
| iPads: 3,000 x \$650 | \$1,950,000 |
| Staff Development/Parent Education | \$130,000 |
| Instructional Materials | \$100,000 |
| Total Expenditures \$2,766,000 | \$2,700,000 |