

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, February 28, 2012  
5:00 p.m. Closed Session, 6:00 p.m. Open Session  
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

Trustee Sugarman called a Regular meeting of the Fullerton School District Board of Trustees to order at 5:00 p.m. and Jackie Filbeck, District Liaison for 72<sup>nd</sup> District, led the pledge of allegiance to the flag.

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

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

Guest present: Cynthia Yount, *Parker and Covert, LLP*

Public Comments

Jackie Filbeck, spoke about Assembly Bill No. 1563: School Volunteers and distributed a fact sheet regarding AB 1563 to the Board of Trustees.

Recess to Closed Session – Agenda

At 5:13 p.m., the Board recessed to Closed Session for: •Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Mark Douglas [Government Code sections 54954.5(f), 54957.6] •Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957] •Confidential Student Services [Education Code sections 35146, 48918]; •Public Employee Appointment, Director II, Technology and Media Services (Government Code section 54957); • Public Employee Appointment, Risk Manager (Government Code section 54957)

Call to Order, Pledge of Allegiance

The Board returned to Open Session at 6:02 p.m., and members of the Maple Alumnae Committee led the pledge of allegiance to the flag.

Report from Closed Session

Regarding student #1011-12, it was moved by Beverly Berryman, seconded by Janny Meyer, and carried 5-0 that, pursuant to California Education Code section 48916, student #1011-12 be readmitted to the schools of the Fullerton School District having satisfied the conditions of the Rehabilitation Plan developed by the District at the time of expulsion. Student is eligible for readmission on or after January 27, 2012.

President Sugarman reported the Board meeting is audio taped.

Public Comments – Policy (see above)

Jesus Silva, Nicolas Junior High School teacher, thanked the Wilson W. Phelps Foundation for their support to the Speech and Debate team at Nicolas Junior High School. He shared that Nicolas is hosting its annual Speech and Debate Tournament on March 22, 2012, and were in need of judges. Interested Board members may participate as judges.

Introductions/Recognitions

Dr. Mathew Barnett, Principal at Nicolas Junior High School, introduced Helen Felix who was a finalist for the California League of Middle Schools Region 11 Educator of the Year Award. Mrs. Felix read a speech regarding her journey as a teacher and thanked those who have made a difference in her life. President Sugarman presented Mrs. Felix a certificate and flowers for her great accomplishment.

President Sugarman thanked the Wilson W. Phelps Foundation for their financial support over the years. Since 1998, the Wilson W. Phelps Foundation has granted over \$1.5 million dollars to Fullerton School District schools to help students become better learners. Marlene McGlensey announced that the Wilson W. Phelps Foundation granted \$70,599.00 to eight school sites, the Fullerton Education Foundation, and All the Arts for All the Kids for the 2011/2012 school year. Mrs. McGlensey shared that her grandparent's desire was to support local schools.

President Sugarman shared the Fullerton School District is honored to have the following Association of California School Administrators (ACSA) Region 17 award winning administrators: Superintendent of the Year - Dr. Mitch Hovey; Elementary Principal of the Year - Mrs. Susan Mercado, Maple School; and Middle Grades Principal of the Year - Dr. Mathew Barnett, Nicolas Junior High School.

President Sugarman reported she visited Rolling Hills School and had an opportunity to visit Crystal Pham's Kindergarten classroom. A short video was shown to exemplify 21<sup>st</sup> Century technology being used by Mrs. Pham's students.

President Sugarman congratulated Dr. Hilda Flores, Principal at Woodcrest School, for successfully defending her dissertation.

Maple Alumnae Committee president, Kitty Jaramillo, presented a check in the amount of \$4,000.00 towards Maple School. Susan Mercado, Maple School Principal, introduced the Maple Alumnae Committee and thanked them for their ongoing support of Maple School. President Sugarman shared that over the years the Maple Alumnae Committee has provided \$82,560.00 to Maple School.

#### Superintendent's Report

Dr. Hovey stated the Principal for a Day event was very successful. Community members shadowed a Principal for the day and the event concluded with a luncheon at the District Office. Dr. Hovey had an opportunity to go see the student performance of Willie Wonka and the Chocolate Factory at Golden Hill School.

#### Information from the Board of Trustees

Trustee Thornley – She shared the same sentiment that the Principal for a Day event was extremely successful. She commended the Kindergarten students in Mrs. Pham's classroom; kudos to everyone for using technology.

Trustee Thompson- no report.

Trustee Meyer- She congratulated the ACSA Region 17 Administrator of the Year award winners (Dr. Hovey, Dr. Barnett, and Mrs. Mercado). She was honored to be the presenter at the Ladera Vista Honor's Gate meeting. Mrs. Meyer visited the Pacific Drive Parent Education Program for the first time. She commended Commonwealth School for helping put out a great fundraiser event at Bourbon Street. She gave kudos to Laguna Road School for another spectacular Kindergarten orientation. She received lots of great information at the OCDE State of Education address where State Superintendent Tom Torlakson and County Superintendent Bill Habermehl spoke. The Laguna Road Healthy Heart stations were once again very informative. Trustee Meyer attended the Ladera Vista Open house and the First Grade's President's Day Program at Richman School. She is looking forward to Read Across America Day where she will read at Fisler, Acacia, Raymond, Commonwealth, and Hermosa Drive School.

Trustee Berryman- She reported that attending the State of Education was very motivational-it was great to hear Lucy Dunn's perspective. The Principal for a Day event was great and a common thread throughout the day was Principal ownership for their school. She gave kudos to the Principals for taking great pride in all they do.

President Sugarman- She shared a comment she received from a Principal for a Day participant who was impressed when he witnessed a custodian at the site he was visiting, pushing a student swing to test it for safety.

#### Approve Minutes

Moved by Beverly Berryman, seconded by Janny Meyer and carried 5-0 to approve the minutes of the Regular meeting on February 7, 2012.

#### Information PTA, FETA, CSEA, FESMA

PTA– Georgene Bravo – She reported the 11<sup>th</sup> Annual Young Author's Faire, which theme is: "Writing in the 21<sup>st</sup> Century," will be held on May 19, 2012 at OCDE. The fifth annual "Belle of the Ball" will be held on March 24, 2012, where 350 deserving teens will have an opportunity to shop for a free formal dress. There will be a free parenting seminar at Hermosa Drive on March 12, 2012, where Sandy Spurgeon McDonald will speak. Mrs. Bravo was honored to participate in Principal for a Day; she was very impressed with the student performance of Willie Wonka and Chocolate Factory at Golden Hill School.

FESMA –Sherry Hoyt – She reported that the ACSA Region 17 Administrator Awards were announced and congratulated Dr. Hovey, Dr. Barnett, and Mrs. Mercado. The recognition event to honor the recipients of the ACSA Region 17 Administrator Awards will be held on May 14, 2012.

CSEA– Marlene Acosta – On behalf of CSEA, she extended congratulations to Dr. Hovey, Dr. Barnett, and Mrs. Mercado for their awards. The CSEA Executive Board was proud to have attended (last year) the ACSA recognition dinner when Mark Douglas, Assistant Superintendent of Personnel, was honored for Personnel Administrator of the Year for Region 17.

FETA – Karla Turner – She reported that conferences will be held for junior highs where students who are at risk giving them an opportunity to correct their deficiencies before testing in late April. The bargaining teams for both the District and FETA continue to work together. Two years ago, the District and FETA implemented a program under the direction of ABC School District and the American Federation of Teachers to build a collaborative partnership and to improve communication. As a result, the District and FETA have reached a tentative agreement that both parties are positive about. The birthday for Dr. Seuss is on Friday, March 2<sup>nd</sup> at which time many people come to read a book to students at our school sites. FETA has sent each school site a series of bookplates commemorating the date and a gift card in the amount of \$100.00 to purchase books for each school. The final touches are being put on the Fullerton School District Teacher and Administrator evaluations. FETA extends congratulations to everyone who has received an award or recognition this evening during the Board meeting.

#### Information Items

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

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

##### Consent Items

Moved by Beverly Berryman, seconded by Janny Meyer and carried 5-0 to approve the consent items with a correction to agenda item #1a (adding Robert Craven as the new Director of Technology and Media Services).

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 F22C0075 through F22C0091, F22D0502 through F22D0569, F22M0150 through F22M0156, F22R0470 through F22R0521, F22S0027, F22T0027, F22V0084 through F22V0093, and F22X0369 through F22X0376 for the 2011/2012 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 140686 through 140749 for the 2011/2012 school year.

1e. Approve/Ratify warrants numbered 81805 through 82102 for the 2011/2012 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 8791 through 8802 for the 2011/2012 school year.

1g. Approve 2011/2012 Agreement for Provision of Orange County Friday Night Live Partnership services program at Laguna Road School – Agreement #37714 effective March 1, 2012.

1h. Approve the 2011/2012 Agreement with the Orange County Council, Boy Scouts of America – DBA Irvine Ranch Outdoor Education Center (IROEC) for Outdoor Science School.

1i. Approve 2011/2012 overnight field trip for Fisler School sixth grade students to attend Irvine Ranch Outdoor Education Center (IROEC) for Outdoor Science School from May 29, 2012 through June 1, 2012.

1j. Approve Zona Gray-Blair, Woodcrest School, to attend out-of-state “Council for Exceptional Children” conference in Denver, Colorado, April 11-14, 2012.

1k. Approve Lauralyn Eschner to attend out-of-state conference as part of Project CREATE! in Washington, D.C., March 14-15, 2012.

1l. Approve/Ratify Classified Personnel Report.

1m. Approve Classified tuition reimbursement.

1n. Adopt Resolution #11/12-22 proclaiming March 4-10, 2012 as Week of the School Administrator in the Fullerton School District.

1o. Approve contract with Pacific Coachways Charter Services to provide transportation for field trips, effective February 29, 2012 through June 30, 2012.

1p. Adopt Resolutions numbered 11/12-B017 through 11/12-B021 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1q. Approve out-of-state conference for the Annual North American Reggio Emilia Alliance (NAREA) Summer Conference June 22-24, 2012, in Portland, Oregon, for Marilee Cosgrove, Linda Jimenez-Martinez, and Tania Ruiz.

1r. Approve Amendment #1 to the 2010-2013 Internet Network Support Services Agreement with the Orange County Superintendent of Schools/Orange County Department of Education (OCDE).

#### Administrative Report

2a. First Reading of Pupil Attendance Calendar for the 2012/2013 School Year.

Mark Douglas shared the Board received a Revised Pupil Attendance Calendar for the 2012/2013 School Year at the Board table and will be asked to approve the final Pupil Attendance Calendar at the March 13, 2012 Board meeting.

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

There were no requests.

#### Adjournment

President Sugarman adjourned the Regular meeting on February 28, 2012 at 6:58 p.m.

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Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT  
Minutes of the Regular Meeting of the Board of Trustees  
Tuesday, March 13, 2012  
4:00 p.m. Closed Session, 6:00 p.m. Open Session  
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

Trustee Sugarman called a Regular meeting of the Fullerton School District Board of Trustees to order at 4:04 p.m. and Trustee Janny Meyer, led the pledge of allegiance to the flag.

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

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

Guest present: Steven Montanez, *Parker and Covert, LLP*

Public Comments

No comments.

Recess to Closed Session – Agenda

At 4:05 p.m., the Board recessed to Closed Session for: •Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Mark Douglas [Government Code sections 54954.5(f), 54957.6] •Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]; •Potential Litigation [Government Code section 54956.9(b)(1)]; •Confidential Student Services [Education Code sections 35146, 48918].

Call to Order, Pledge of Allegiance

The Board returned to Open Session at 6:13 p.m., and Robert Clarke, Nicolas Junior High School student, led the pledge of allegiance to the flag.

Report from Closed Session

President Sugarman reported that the Board voted 5-0 to Approve Final Settlement Compromise and Release Agreement between the Fullerton School District and the parents of Student ID # 770755. The District agrees to reimburse to the Parents an amount not to exceed \$1,500.00 (Fifteen hundred dollars) as payment for previously obtained educational costs and services. The District agrees to reimburse to "Champlin & Sciacca Client Trust Account" an amount not to exceed \$7,000.00 (Seven thousand dollars) as payment in full for all reasonable attorneys' fees arising out of or in any way related to OAH Case No. 2011100667.

Introductions/Recognitions

Dr. Mathew Barnett recognized the Nicolas Junior High School students who participated in the Spelling Bee, Honor Band, Elks Club Americanism essay contest, Choir, Dance Team, and Take Flight Airplane contest. Dr. Barnett presented an overview of the school's many programs and activities. Bianca Aumuller, Alyssa Duncan, Ashlea Grabau, Calla Hayward, Sheila Hernandez, Christian Mendoza, Sarahmarie Totten (students), and Robyn Clemente, Shital Desai, Dawn Inouye, Ezequiel Paz, Dennis Perry, and Tony Wilson (Staff) assisted Dr. Barnett with the presentation.

President Sugarman presented Robert Clarke, Nicolas Junior High School student, with a certificate recognizing him for his accomplishment as the 2012 runner-up for the 49th Annual Orange County Scripps National Spelling Bee.

Ted Lai, Apple Education Development Executive, and Matt Hannegan, Apple Account Executive, presented Valencia Park School and their Principal Emy Flores, the Apple Distinguished Program award for their iPods in Education Learning Project and Young Scholars After School Program. Mr. Lai and Mr. Hannegan also presented Robert C. Fisler School and their Principal Trang Lai, the Apple Distinguished School award.

Mrs. Flores and Mrs. Lai received framed plaques for their school. Valencia Park School received a \$120.00 iTunes gift card and Robert C. Fisler School a \$150.00 iTunes gift card. The gift cards are to be used for academic or administrative purposes.

#### Public Comments – Policy (see above)

There were no public comments at this time.

#### Superintendent's Report

Dr. Hovey shared his congratulations to Valencia Park and Robert C. Fisler Schools for their Apple distinguished recognition. He thanked President Sugarman for arranging a visit from Senator Mimi Walters to Valencia Park and Robert C. Fisler Schools to see first-hand amazing 21<sup>st</sup> Century technology learning in action. Dr. Hovey participated in the California Distinguished School validation visits at Acacia, Laguna Road, and Robert C. Fisler Schools. He is confident that all three schools will receive the distinguished school recognition. Dr. Hovey congratulated Robert Clarke for his accomplishment and shared that Robert received a \$275.00 cash prize. Dr. Hovey also congratulated Dr. Mathew Barnett for being named ACSA Region 17 Middle Grades Principal of the Year.

#### Information from the Board of Trustees

Trustee Thornley – She gave kudos to Dr. Barnett and the Nicolas Junior High School staff for their great accomplishments. She commented how exciting it is to see students at Nicolas Junior High School engaged and participating in many wonderful opportunities. Trustee Thornley enjoyed visiting classrooms and reading to students in honor of Dr. Seuss day.

Trustee Thompson- He also complimented Dr. Barnett and the students of Nicolas Junior High School. He shared that every time he visits Nicolas Junior High School he continues to be impressed. Trustee Thompson clarified a statement that was part of *Fullerton Stories* that reflected the notion that there was dissatisfaction regarding communication between the Superintendent and the Board of Trustees. Trustee Thompson shared he is pleased that recent conversations have been pursued to continue open communication.

Trustee Meyer- She attended the Open House at Hermosa Drive School that was held during the day; also attended Open House at Beechwood School. She had a fun day reading at Robert C. Fisler, Raymond, Acacia, Commonwealth, Pacific Drive, and Hermosa Drive Schools in celebration of Read Across America. She congratulated Laguna Road, Acacia, and Robert C. Fisler Schools for their successful California Distinguished School validation visits. She enjoyed attending the “meet and greet” at Robert C. Fisler’s validation visit. She is looking forward to reading at Laguna Road’s School “Day of the Reader” on March 14th. She will be attending the Willie Wonka production at Ladera Vista Junior High School. The CSEA Banquet will be held on May 19<sup>th</sup>. She congratulated Greg Adamson, Music instructor for All the Arts for All the Kids, who was honored as an educator through CSUF and commented about the nice article in the Fullerton Observer. Trustee Meyer gave compliments to CSEA for their informative and outstanding newsletter. She wished everyone a Happy St. Patrick’s Day, Easter, and Spring Break. Trustee Meyer is unable to attend the upcoming Board of Trustees meeting on April 3<sup>rd</sup> due to a trip out of the country.

Trustee Berryman- She echoed the sentiments of the great job of Nicolas Junior High School students and staff. She thanked them for their great presentation to the Board. Trustee Berryman thanked Emy Flores for allowing her to participate in the Apple tour at Valencia Park School. She observed the outstanding technology programs at Valencia Park School and the ability to utilize various technologies towards learning. She enjoyed attending the “meet and greet” at Acacia School’s validation visit. Trustee Berryman feels strongly that Acacia, Laguna Road, and Robert C. Fisler Schools, will all receive their California Distinguished School validation.

President Sugarman- She reported the eWaste event would be held on April 21 at Ladera Vista Junior High School; the cut-a-thon event will be held on April 22<sup>nd</sup> at Salon Lujon (fundraiser conducted by all three District Foundations); and the Toast to Learning Wine Auction on June 2<sup>nd</sup>. She stated the Technology Foundation wishes to raise an additional \$8,000.00 to help pay for Discovery Streaming.

#### Information from DELAC, PTA, FETA, CSEA, FESMA

CSEA– Marlene Acosta – Classified employees voted on the Tentative Agreement and the members overwhelmingly voted to accept the agreement. A special thanks to the CSEA negotiation team comprised of: Al Lacuesta, Carol Kerns, Gary Roberson, Wendy Rodriguez, Naidene Warren Sakamoto and Susan Meyer (Labor Relations Representative). The annual CSEA Banquet will be held on Saturday, May 19, 2012, at the Elks Club in Fullerton. The theme this year is sports and invitations will be sent to the Board at a later date.

FESMA –Susan Mercado – She spoke about the importance and benefits of becoming an ACSA member. She reported that Robert Johnson, Principal at Golden Hill, and Paula Pitluk, Principal at Sunset Lane, would be attending the upcoming Legislative Action Day in Sacramento.

FETA – Karla Turner – She stated Certificated staff voted on the Tentative Agreement and they voted to accept the agreement with 500 yes votes and 13 no's. A special thanks to the FETA negotiation team comprised of: Jeff Dotson, Ruth Gaer, Stacy Hollenbeck, Darlene Naslund, and Dottie Pendleton. She reported that initiatives that impact our school district budgets need to be evaluated so voters can make wise decisions. The CTA Board of Directors believes that the Governor's initiative is the best one to achieve the goals of keeping away deeper cuts away from education and other essential services. The Governor's initiative generates \$8 billion to \$10 billion and helps close the budget deficit. California PTA is supporting the initiative proposed by Molly Munger. Ms. Turner stated this initiative does not provide enough funding for higher education and taxes households that earn less than \$15,000.00 a year.

PTA– Georgene Bravo – no report.

#### Information Items

The District Activities Calendar is available at the following URL:

<http://distcal.fsd.k12.ca.us/x-cal-multi/getmth.mcal?cid=1>

#### Approve Minutes

Moved by Lynn Thornley, seconded by Beverly Berryman and carried 5-0 to approve the minutes of the Special meeting on February 16, 2012.

#### 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 and addressing agenda item #1h separately.

Regarding agenda item #1h, Janny Meyer recused herself from voting due to a conflict of interest. It was then moved by Chris Thompson, seconded by Lynn Thornley and approved 4-0 to approve agenda item #1h.

1a. Approve/Ratify Certificated Personnel Report.

1b. Accept gifts and authorize District staff to express the Board of Trustees' appreciation to all donors.

1c. Approve/Ratify purchase orders numbered F22B0016, F22C0092 through F22C0096, F22D0570 through F22D0629, F22M0157 through F22M0166, F22R0522 through F22R0550, F22T0028, F22V0094 through F22V0098, F22X0377 through F22X0381, and F22Y0042 through F22Y0043 for the 2011/2012 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 140750 through 140813 for the 2011/2012 school year.

1e. Approve/Ratify warrants numbered 82103 through 82296 for the 2011/2012 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 8803 through 8840 for the 2011/2012 school year.

1g. Approve District Plan for Providing Educational Services to All Expelled Students in Fullerton School District for School Years 2012/13, 2013/14 and 2014/15.

1h. Approve Amendment #1 to the AT&T five-year agreement upgrading the OPT-E-MAN Circuit from 50Mbps to 100Mbps for the connection between Fullerton School District and Orange County Department of Education (OCDE).

1i. Approve/Ratify Agreement for Provision of Educationally Related Mental Health Services between Fullerton School District and Orange County Health Care Agency (OCHCA) for the 2011/2012 school year.



1j. Approve/Ratify Amendment #1 of Nonpublic Agency Master Contract between Fullerton School District and Augmentative Communication Therapies for assistive technology services from December 16, 2011 through June 15, 2012.

1k. Approve/Ratify general retainer agreement for legal services with Olson, Hagel & Fishburn, LLP.

1l. Adopt Resolutions numbered 11/12-B022 through 11/12-B028 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1m. Approve/Ratify warrants numbered 1078 through 1079 for the 2011/2012 school year (District 40, Van Daele).

1n. Approve/Ratify warrants numbered 1120 through 1121 for the 2011/2012 school year (District 48, Amerige Heights).

1o. Approve agreement with AAA Solar Electric Inc., beginning July 1, 2012 through September 30, 2013 for the purchase of replacement of end-of-life network equipment and new wireless access points.

1p. Approve Certificated non re-elect notices.

1q. Approve release of certificated employees' March 15 Notices of possible re-assignment for the 2012/2013 school year.

#### Discussion/Action Items

2a. Approve revision to Pupil Attendance Calendar for the 2011/2012 school year.

Mark Douglas, Assistant Superintendent of Personnel Services, shared there is a need for a revision to the Pupil Attendance Calendar for 2011/2012 due to the implementation of two furlough days. It was moved by Lynn Thornley, seconded by Chris Thompson and carried 5-0 to approve revision to Pupil Attendance Calendar for the 2011/2012 school year.

2b. Approve Pupil Attendance Calendar for the 2012/2013 school year.

Mark Douglas shared the Pupil Attendance Calendar for 2012/2013 closely aligns with the high school district; He stated modifications may need to occur in the future to include furlough days. It was moved by Chris Thompson, seconded by Janny Meyer and carried 5-0 to approve Pupil Attendance Calendar for the 2012/2013 school year.

2c. Approve tentative agreement between the Fullerton School District and Fullerton Elementary Teachers Association (FETA) for 2011/2012.

Mark Douglas thanked the FETA and District negotiation teams for their dedication and work. Trustee Thompson stated he would not be approving the tentative agreement between the Fullerton School District and Fullerton Elementary Teachers Association (FETA) for 2011/2012 because he does not agree that reserves be depleted to support the items addressed in the agreement. It was then moved by Beverly Berryman, seconded by Janny Meyer and carried 4-1 (Trustee Thompson opposed) to approve tentative agreement between the Fullerton School District and Fullerton Elementary Teachers Association (FETA) for 2011/2012.

2d. Approve Tentative Agreement between California School Employees Association (CSEA) Chapter #130 and Fullerton School District for 2011/2012.

Chris Thompson stated that he would not be approving the tentative agreement between California School Employees Association (CSEA) Chapter #130 and Fullerton School District for 2011/2012 because he does not agree that reserves be depleted to support the items addressed in the agreement. It was then moved by Beverly Berryman, seconded by Janny Meyer and carried 4-1 (Trustee Thompson opposed) to approve Tentative Agreement between California School Employees Association (CSEA) Chapter #130 and Fullerton School District for 2011/2012.

2e. Adopt Resolution #11/12-23 to issue 2012/2013 Tax and Revenue Anticipation Notes (TRANS), up to \$15 million, for the Fullerton School District.

Susan Hume, Assistant Superintendent of Business Services, shared the District is receiving less revenue from the State and revenues are being deferred. The District is facing a financial situation that involves the potential need to issue 2012/2013 Tax and Revenue Anticipation Notes (TRANS), up to \$15 million. It was moved by Chris Thompson, seconded by Lynn Thornley and carried 5-0 to Adopt Resolution #11/12-23 to issue 2012/2013 Tax and Revenue Anticipation Notes (TRANS), up to \$15 million, for the Fullerton School District

2f. Approve the District's Second Interim Financial Report with a Qualified Certification. Per State guidelines, a Qualified Certification indicates that, based upon current projections, the District may not meet its financial obligations in the current or subsequent two fiscal years.

Susan Hume, Assistant Superintendent of Business Services, presented an overview of the District's Second Interim reporting period. It was then moved by Chris Thompson, seconded by Janny Meyer, and carried 5-0 to approve the District's Second Interim Financial Report with a Qualified Certification. Per State guidelines, a Qualified Certification indicates that, based upon current projections, the District may not meet its financial obligations in the current or subsequent two fiscal years.

2g. Approve 2012 California School Boards Association (CSBA) Delegate Assembly Election candidates.

Moved by Janny Meyer, seconded by Beverly Berryman and carried 4-0-1 (Trustee Thompson abstained) to approve the following 2012 California School Boards Association (CSBA) Delegate Assembly Election candidates: Dana Black (Newport-Mesa USD), Tammie Bullard (Tustin USD), Meg Cutuli (Los Alamitos USD), Judy Franco (Newport-Mesa USD), Susan Henry (Huntington Beach Union HSD), Kathy Moffat (Orange USD), Jo-Ann Purcell (Westminster SD), and Sharon Wallin (Irvine USD).

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

No requests.

Adjournment

President Sugarman adjourned the Regular meeting on March 13, 2012 at 8:00 p.m.

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Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT  
Special Meeting of the Board of Trustees  
March 19, 2012  
District Board Room, 1401 W. Valencia Drive, Fullerton, CA 92833  
5:45 p.m.  
Minutes

Call to Order and Pledge of Allegiance

President Sugarman called a Special meeting of the Fullerton School District Board of Trustees to order at 5:48 p.m. and Sherry Hoyt, Principal at Commonwealth School, led the Pledge of Allegiance to the flag.

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

Public Comments

There were no public comments.

Discussion Item

President Sugarman shared that Dr. Mitch Hovey has announced his retirement from the Fullerton School District effective July 1, 2012. She shared that the purpose of the Special meeting of the Board was to discuss the Superintendent search process. President Sugarman shared the following list of search firms are utilized by many districts: Leadership Associates, Dave Long and Associates, Harzard, Young, Attea & Associates, and the Cosca Group. Approximately three years ago, California School Boards Association also conducted Superintendent searches for approximately \$21,500.00 plus expenses. The current fee for Leadership Associates for a Superintendent search is \$24,500.00, which includes two consultants.

The Board held discussion regarding the Superintendent search process and viable search firms. Trustee Thompson suggested the Board hold a Special meeting to review proposals and interview search firms. The Board agreed to have the following search firms present a proposal to the Board on Wednesday, March 21, 2012 at 5:45 p.m.: Leadership Associates, Dave Long and Associates, and Harzard, Young, Attea & Associates.

Emy Flores, Principal at Valencia Park School, asked the Board of Trustees to keep in mind the vision and mission of the Fullerton School District as they seek a new Superintendent. Georgene Bravo, PTA Council President, commented that having a bilingual Superintendent was a plus.

Adjournment

President Sugarman adjourned the Special meeting on March 19, 2012 at 6:22 p.m.

FULLERTON SCHOOL DISTRICT  
Special Meeting of the Board of Trustees  
March 21, 2012  
District Board Room, 1401 W. Valencia Drive, Fullerton, CA 92833  
5:45 p.m.  
Minutes

Call to Order and Pledge of Allegiance

President Sugarman called a Special meeting of the Fullerton School District Board of Trustees to order at 5:48 p.m. and Georgene Bravo, PTA Council President, led the Pledge of Allegiance to the flag.

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

Public Comments

There were no public comments.

Discussion/Action Item

Dr. Richard Thome from Leadership Associates, Dr. Pedro Garcia from Hazard, Young, Attea, & Associates, and Dr. Joseph Condon from Dave Long & Associates presented their proposals to the Board and answered questions from the Board.

The Board held discussion regarding the proposals from the three Superintendent Search firms.

It was moved by Chris Thompson, seconded by Beverly Berryman and carried 3-0-1 (Thompson approved, Berryman approved, Meyer approved, Thornley abstained, and Sugarman refrained from voting) to hold a Special Board meeting on Monday, March 26, 2012, to select the Superintendent Search firm. The Board will review the proposals from Superintendent Search firms to make a decision on March 26.

Adjournment

President Sugarman adjourned the Special meeting on March 21, 2012 at 7:42 p.m.

FULLERTON SCHOOL DISTRICT  
Special Meeting of the Board of Trustees  
March 26, 2012  
District Board Room, 1401 W. Valencia Drive, Fullerton, CA 92833  
12:00 p.m.  
Minutes

Call to Order and Pledge of Allegiance

President Sugarman called a Special meeting of the Fullerton School District Board of Trustees to order at 12:08 p.m. and President Sugarman led the Pledge of Allegiance to the flag.

Board Members present: Beverly Berryman (via teleconferencing), Janny Meyer, Hilda Sugarman, Chris Thompson, Lynn Thornley

As authorized by the Brown Act, Government Code section 54953, the governing board of the Fullerton School District elected to use teleconferencing as part of this meeting. A member of the board participated in the meeting by teleconference from the Embassy Suites Sacramento Hotel, (100 Capitol Mall Sacramento, CA 95814, hotel lobby). Members of the public had an opportunity to participate in the meeting from that location.

Public Comments

There were no public comments.

Discussion/Action Item

1. Selection of Superintendent Search Firm.

The Board of Trustees held discussion regarding the three Superintendent Search firms (Leadership Associates, Hazard, Young, Attea, & Associates, and Dave Long & Associates). Prior to this meeting, members of the Board had an opportunity to further review the proposals and contact references for the three Search firms.

It was then moved by Lynn Thornley, seconded by Janny Meyer, and carried 5-0 to approve Leadership Associates to conduct the search for the new Superintendent.

Trustee Berryman excused herself from the teleconferencing meeting at 12:25 p.m.

Adjournment

President Sugarman adjourned the Special meeting on March 26, 2012 at 12:40 p.m.

FULLERTON SCHOOL DISTRICT  
Agenda for Regular Meeting of the Board of Trustees  
Tuesday, April 3 2012  
5:00 p.m. Closed Session, 6:00 p.m. Open Session  
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance

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.

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

- Conference with District's Chief Negotiator regarding FETA (Fullerton Elementary Teachers Association) and CSEA (California School Employees Association); District Representative – Mark Douglas [Government Code sections 54954.5(f), 54957.6]
- Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]
- Potential Litigation [Government Code section 54956.9(b)(1)]
- Confidential Student Services [Education Code sections 35146, 48918]

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

Cub Scout Troop Pack 1218, Commonwealth School  
Anaca Lord, Rolling Hills student (National Anthem)

Public Comments – Policy (see above)

Introduction/Recognitions

- Above and Beyond Award
  - Anaca Lord
  - Ernest Fregoso, Jr.
- Commonwealth School Report

Superintendent's Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

Information Items

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

### Approve Minutes

Regular meetings on February 28, 2012 and March 13, 2012

Special meetings on March 19, 2012, March 21, 2012, and March 26, 2012

### 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 F22C0097 through F22C0101, F22D0630 through F22D0704, F22M0167 through F22M0175, F22R0551 through F22R0609, F22S0028 through F22S0029, F22T0029 through F22T0031, F22V0099 through F22V0110, and F22X0382 through F22X0386 for the 2011/2012 fiscal year

1d. Approve/Ratify Nutrition Services purchase orders numbered 140814 through 140884 for the 2011/2012 school year.

1e. Approve/Ratify warrants numbered 82297 through 82593 for the 2011/2012 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 8841 through 8907 for the 2011/2012 school year.

1g. Approve Classified tuition reimbursement.

1h. Approve/Ratify Classified Personnel Report.

1i. Adopt Resolutions numbered 11/12-B029 through 11/12-B032 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1j. Approve/Ratify warrants numbered 1122 through 1123 for the 2011/2012 school year (District 48, Amerige Heights).

1k. Approve Agreement with The Liquidation Company to provide professional auction services to the Fullerton School District for the disposal of surplus items for the period of April 4, 2012 through April 4, 2013.

1l. Approve/Ratify Agreement with Educational Consulting Services (ECS) related to the District's mandated cost claims, effective July 1, 2012 through June 30, 2013.

1m. Approve agreement with Dolinka Group for administration of Community Facilities District 2000-1 (Van Daele) and Community Facilities District 2001-1 (Amerige Heights) for fiscal years 2012/2013 through 2014/2015.

1n. Approve Notice of Completion for R. Jensen Company, Inc., for Installation of ball walls at Acacia, Fern Drive, and Golden Hill Schools: FSD-11-12-CF-01.

1o. Approve administration agreement for a medical provider network (MPN) with WellComp Managed Care Services, Inc., effective April 4, 2012 through April 4, 2015.

1p. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 3 (January 1, 2012-March 31, 2012).

1q. Approve Student Teaching Agreement between Biola University and Fullerton School District to commence July 1, 2012 to June 30, 2014.

1r. Approve Independent Contractor Agreement between Fullerton School District and Shannon Harken to provide Response to Intervention (Rtl) training for Orangethorpe School between April 4 and June 15, 2012.

1s. Approve/Ratify Amendment #1 to Agreement for Provision of Positive Behavioral Intervention and Supports (PBIS) and Violence Prevention Education Services between Fullerton School District and Orange County Superintendent of Schools, Orange County Department of Education (OCDE) effective September 13, 2011 through June 30, 2012.

#### Administrative Reports

2a. "Sunshine" Fullerton School District's 2012/2013 proposal to negotiate with Fullerton Elementary Teachers Association.

2b. "Sunshine" Fullerton School District's 2012/2013 proposal to negotiate with California School Employees Association (CSEA), Chapter 130.

#### 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, May 1, 2012, at 6:00 p.m. in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.



CONSENT ITEM

**DATE:** April 3, 2012

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

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

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

Background: The following document reflects new hire(s), Certificated Administrator work calendar reduction, leave(s) of absence, and paid administrative leave(s) of absence.

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 APRIL 3, 2012**

**NEW HIRE(S)**

| <b>NAME</b>    | <b>ASSIGN/LOCATION</b> | <b>ACTION</b> | <b>COST CENTER</b> | <b>EFFECTIVE DATE</b> |
|----------------|------------------------|---------------|--------------------|-----------------------|
| Haley Hart     | Substitute Teacher     | Employ        | 100                | 03/07/12              |
| Diana Kang     | Substitute Teacher     | Employ        | 100                | 03/15/12              |
| Russell Zimmer | Substitute Teacher     | Employ        | 100                | 03/16/12              |

**CERTIFICATED ADMINISTRATOR WORK CALENDAR REDUCTION**

| <b>NAME</b>  | <b>ASSIGN/LOCATION</b>                           | <b>ACTION</b>   | <b>EFFECTIVE DATE</b> |
|--------------|--|-----------------|-----------------------|
| Mitch Hovey  | Superintendent                                   | 2 Furlough Days | 03/01/12              |
| Mark Douglas | Assistant Superintendent<br>Personnel Services   | 2 Furlough Days | 03/01/12              |
| Janet Morey  | Assistant Superintendent<br>Educational Services | 2 Furlough Days | 03/01/12              |

*(Please note: Work calendar reductions for all Classified Managers, including Assistant Superintendent of Business Services, Susan Hume, will be included at an upcoming Board Meeting.)*

Approve work calendar reduction of two furlough days, effective March 1, 2012, for the following Certificated Management employees:

|                  |                    |                     |                   |
|------------------|--------------------|---------------------|-------------------|
| Susan Albano     | Victoria Duffy     | Amanda Segovia Hale | David Palmer      |
| John Albert      | Sherry Dustin      | Sherrill Hoyt       | Karen Paulsson    |
| Erik Bagger      | Sharon Dyer        | Kathryn Ikola       | Dennis Perry      |
| Mathew Barnett   | Lauralyn Eschner   | Darek Jaronczyk     | Paula Pitluk      |
| Craig Bertsch    | Juleen Faur        | Robert Johnson      | Katina Rhodes     |
| Julie Brandon    | Hilda Flores       | Ginette Kelley      | Debra Rosengarten |
| Laura Bruce      | Ema Flores         | Sorour Khalili      | Laura Rydell      |
| Yolanda Castillo | Gretchen Francisco | Ann Kim             | Randa Schmalfeld  |
| Gina Cataldo     | Robin Gilligan     | Trang Lai           | Harold Sullivan   |
| Sung Chi         | Jody Goodrich      | Peggy Linne         | Karen Towers      |
| Yaelan Choo      | Julie Graham       | Yolanda McComb      | Karen Whisnant    |
| Robert Craven    | Karen Green        | Susan Mercado       |                   |
| Becky D'Arrigo   | Estella Grimm      | Maria Michel        |                   |

**LEAVE(S) OF ABSENCE**

| <b>NAME</b>    | <b>ASSIGN/LOCATION</b>          | <b>ACTION</b>    | <b>EFFECTIVE DATE</b> |
|----------------|---------------------------------|------------------|-----------------------|
| Blair Campbell | 3 <sup>rd</sup> Grade/Beechwood | Leave of Absence | 03/26/12-05/18/12     |
| Hai Mee Park   | 3 <sup>rd</sup> Grade/Hermosa   | Leave of Absence | 03/15/12-03/23/12     |

FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON APRIL 3, 2012

PAID ADMINISTRATIVE LEAVE(S) OF ABSENCE

| EMPLOYEE NUMBER | ASSIGN/LOCATION                 | ACTION                | EFFECTIVE DATE |
|-----------------|---------------------------------|-----------------------|----------------|
| 3538            | Elementary Grades/<br>Beechwood | Paid Leave of Absence | 02/27/12       |

This is to certify that this is an exact copy of the Certificated Personnel Report approved and recorded in the minutes of the meeting of the Board of Trustees on April 3, 2012.

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Clerk/Secretary

CONSENT ITEM

**DATE:** April 3, 2012

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

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

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

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

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

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

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

SH:gs  
Attachment

**FULLERTON SCHOOL DISTRICT***Gifts: April 3,2012*

| <b><u>SCHOOL/SITE</u></b> | <b><u>DONOR</u></b>                                    | <b><u>DESCRIPTION</u></b>  |
|---------------------------|--|--|
| Acacia                    | Fullerton Technology Foundation<br>(Community Partner) | Monetary donation of \$10.00 for the school                                      |
| Acacia                    | MSNOC, Inc.<br>(Community Partner)                     | Monetary donation of \$430.00 for the school                                     |
| Acacia                    | Ashley E. Romero<br>(Community Partner)                | Monetary donation of \$615.00 for the school                                     |
| Beechwood                 | Fullerton Technology Foundation<br>(Community Partner) | Monetary donation of \$30.00 for the school                                      |
| Commonwealth              | Fullerton Technology Foundation<br>(Community Partner) | Monetary donation of \$120.00 for the school                                     |
| Commonwealth              | Houser & Skehan, Inc.<br>(Community Partner)           | Monetary donation of \$4,137.00 for the autism program                           |
| Fern Drive                | Fullerton Technology Foundation<br>(Community Partner) | Monetary donation of \$20.00 for technology                                      |
| Fern Drive                | Ju Oh<br>(Parent)                                      | Monetary donation of \$120.00 for the school (United Way employee donor program) |
| Fisler                    | Apple<br>(Community Partner)                           | \$150.00 iTunes gift card for the school   |
| Fisler                    | Fullerton Technology Foundation<br>(Community Partner) | Monetary donation of \$680.00 for technology and science                         |
| Hermosa Drive             | Mrs. Graciela Serna<br>(Parent)                        | Monetary donation of \$65.00 for laptops   |
| Ladera Vista              | Ladera Vista PTSA                                      | Monetary donation of \$350.00 for washer/dryer replacement                       |
| Nicolas JHS               | Anonymous Donor  | Monetary donation of \$134.29 for the dance program                              |
| Nicolas JHS               | Jack L. Whitwam<br>(Other: Grandfather)                | Monetary donation of \$150.00 for speech and debate                              |
| Orangethorpe              | Orangethorpe PTA                                       | Monetary donation of \$7,050.00 for All the Arts, walk-throughs, field trips     |
| Pacific Drive             | Fullerton Technology Foundation<br>(Community Partner) | Monetary donation of \$35.00 for Accelerated Reader                              |
| Parks JHS                 | Mr. and Mrs. Chang Lee<br>(Parents)                    | Monetary donation of \$100.00 for Garden Club                                    |

**FULLERTON SCHOOL DISTRICT*****Gifts: April 3,2012***

| <b><u>SCHOOL/SITE</u></b> | <b><u>DONOR</u></b>   | <b><u>DESCRIPTION</u></b>   |
|---------------------------|---|---|
| Raymond                   | Raymond PTA   | Monetary donation of \$1,275.00 for All the Arts                    |
| Raymond                   | Raymond PTA   | Monetary donation of \$1,000.00 for the garden program              |
| Richman                   | Children's Education Foundation of Orange County<br>(Community Partner) | Monetary donation of \$174.00 for field trip                        |
| Richman                   | Fullerton Technology Foundation<br>(Community Partner)                  | Monetary donation of \$25.00 for technology                         |
| Sunset Lane               | Joe and Yong Byon<br>(Parents)  | Monetary donation of \$1,000.00 for student council                 |
| Sunset Lane               | Fullerton Technology Foundation<br>(Community Partner)                  | Monetary donation of \$40.00 for the school                         |
| Valencia Park             | Apple<br>(Community Partner)  | \$120.00 iTunes gift card for the school                            |
| Woodcrest                 | Salt & Pepper Family Restaurant<br>(Community Partner)                  | Monetary donation of \$165.00 for 4 <sup>th</sup> grade field trips |

CONSENT ITEM

**DATE:** April 3, 2012  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**PREPARED BY:** Steve Miller, Director, Business Services  
**SUBJECT:** APPROVE/RATIFY PURCHASE ORDERS NUMBERED F22C0097 THROUGH F22C0101, F22D0630 THROUGH F22D0704, F22M0167 THROUGH F22M0175, F22R0551 THROUGH F22R0609, F22S0028 THROUGH F22S0029, F22T0029 THROUGH F22T0031, F22V0099 THROUGH F22V0110, AND F22X0382 THROUGH F22X0386 FOR THE 2011/2012 FISCAL YEAR

Background: Expenditures for the District must be approved by the Board of Trustees per Board Policy 3000(b). Any purchase orders included in the number range listed, but excluded in the Purchase Order Detail Report, are purchase orders that have either been canceled or changed in some manner and appear in the other sections of this report entitled Addendum to: Purchase Order Detail Report, 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 F22C0097 through F22C0101, F22D0630 through F22D0704, F22M0167 through F22M0175, F22R0551 through F22R0609, F22S0028 through F22S0029, F22T0029 through F22T0031, F22V0099 through F22V0110, and F22X0382 through F22X0386 for the 2011/2012 fiscal year.

SH:SM:cr  
 Attachment

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
 BOARD OF TRUSTEES MEETING 04/03/2012

FROM 02/22/2012 TO 03/12/2012

| <u>PO NUMBER</u> | <u>VENDOR</u>                  | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u>                            |
|------------------|--------------------------------|-----------------|-----------------------|-----------------------|---|
| F22C0097         | CTEBVI                         | 150.00          | 150.00                | 0114154101 5210       | Designated Instruction Severe / Conferences and Meetings      |
| F22C0098         | CALIFORNIA ASSOCIATION FOR GIF | 375.00          | 375.00                | 0121915101 5210       | LEA Program Instruction Golden / Conferences and              |
| F22C0099         | HEALTH ED                      | 179.00          | 179.00                | 0125554101 5210       | LEA Medi Cal Reimburse Speech / Conferences and               |
| F22C0100         | E L ACHIEVE                    | 350.00          | 350.00                | 0122452221 5210       | Title III Instr Staff Dev / Conferences and Meetings          |
| F22C0101         | NORTH ORANGE COUNTY SELPA      | 1,140.00        | 1,140.00              | 0142054201 5100       | Special Ed Administration / Subagreements for Services        |
| F22D0630         | PERMA BOUND                    | 5,396.59        | 5,396.59              | 0111630101 4310       | Donation Discretionary Fisler / Materials and Supplies Instr  |
| F22D0631         | KATIE'S CREATIVE GIFTS         | 193.95          | 193.95                | 0111630101 4310       | Donation Discretionary Fisler / Materials and Supplies Instr  |
| F22D0632         | ALL AMERICAN PARTY RENTALS     | 505.12          | 505.12                | 0111630101 4310       | Donation Discretionary Fisler / Materials and Supplies Instr  |
| F22D0633         | CDW.G                          | 181.40          | 181.40                | 0110211109 4310       | Instruction Beechwd DC / Materials and Supplies Instr         |
| F22D0634         | S&S WORLDWIDE INC              | 333.34          | 333.34                | 1208518101 4310       | Childcare Instr Laguna Road / Materials and Supplies Instr    |
| F22D0635         | S&S WORLDWIDE INC              | 247.86          | 247.86                | 1208518101 4310       | Childcare Instr Laguna Road / Materials and Supplies Instr    |
| F22D0636         | NORTHERN TOOL & EQUIPMENT CO   | 525.76          | 525.76                | 0111630101 4310       | Donation Discretionary Fisler / Materials and Supplies Instr  |
| F22D0637         | AMAZON.COM                     | 813.30          | 813.30                | 0130228101 4310       | Econ Impact Aid Valencia Park / Materials and Supplies        |
| F22D0638         | GOV CONNECTION                 | 23.26           | 23.26                 | 0130426103 4310       | SLIP Instruction Rolling Hills / Materials and Supplies Instr |
| F22D0639         | DAISY IT                       | 588.86          | 401.45                | 0130222101 4310       | Econ Impact Aid Pacific Drive / Materials and Supplies        |
|                  |                                |                 | 187.41                | 0130422103 4310       | SLIP Instruction Pacific Dr / Materials and Supplies Instr    |
| F22D0640         | ATLAS PEN AND PENCIL CORPORATI | 289.47          | 289.47                | 0121222101 4310       | Title I Pacific Drive Instr / Materials and Supplies Instr    |
| F22D0641         | AMAZON.COM                     | 167.11          | 167.11                | 0144222109 4310       | Technology Instr Pacific Drive / Materials and Supplies Instr |
| F22D0642         | DAISY IT                       | 53.82           | 53.82                 | 0109721109 4310       | Suppl Grant Support Orangethrp / Materials and Supplies       |
| F22D0643         | KOHBURG INC                    | 3,676.44        | 3,676.44              | 1208513101 4310       | Childcare Instr Fern Dr / Materials and Supplies Instr        |
| F22D0644         | KOHBURG INC                    | 1,272.53        | 1,272.53              | 1208511101 4310       | Childcare Instr Beechwood / Materials and Supplies Instr      |
| F22D0645         | KOHBURG INC                    | 376.05          | 376.05                | 1208513101 4310       | Childcare Instr Fern Dr / Materials and Supplies Instr        |
| F22D0646         | APPLE COMPUTER INC.            | 4,031.14        | 4,031.14              | 0111725109 4310       | Hourly Intervention Richman / Materials and Supplies Instr    |
| F22D0647         | AMAZON.COM                     | 135.30          | 135.30                | 0111625101 4310       | Richman Donation Discretionary / Materials and Supplies       |



**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
 BOARD OF TRUSTEES MEETING 04/03/2012

FROM 02/22/2012 TO 03/12/2012

| <u>PO NUMBER</u> | <u>VENDOR</u>                  | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u>                           |
|------------------|--------------------------------|-----------------|-----------------------|-----------------------|--|
| F22D0648         | MPS MEDICAL SUPPLY             | 71.59           | 71.59                 | 0109728279 4350       | S Grant Supp Admin Valencia Pk / Materials and Supplies      |
| F22D0649         | SUPPLY MASTER                  | 942.60          | 942.60                | 0110313109 4310       | Reimburse Fern Disc / Materials and Supplies Instr           |
| F22D0650         | SOS SURVIVAL PRODUCTS          | 706.62          | 706.62                | 0111611101 4310       | Donations Instr Beechwood / Materials and Supplies Instr     |
| F22D0651         | SOS SURVIVAL PRODUCTS          | 1,695.27        | 1,695.27              | 0111630101 4310       | Donation Discretionary Fisler / Materials and Supplies Instr |
| F22D0652         | DAISY IT                       | 43.04           | 43.04                 | 0109721109 4310       | Suppl Grant Support Orangethrp / Materials and Supplies      |
| F22D0653         | GORM INC                       | 181.83          | 181.83                | 0111618271 4350       | Donations Admin Laguna Rd / Materials and Supplies           |
| F22D0654         | PRECISION DATA PRODUCTS        | 519.02          | 519.02                | 0110223109 4310       | Instruction Parks DC / Materials and Supplies Instr          |
| F22D0655         | BARRETT ROBINSON INC           | 747.38          | 747.38                | 0109722109 4310       | Suppl Grant Support Pacific Dr / Materials and Supplies      |
| F22D0656         | POSITIVE PROMOTIONS            | 259.98          | 259.98                | 0111623101 4310       | Donations Instr Parks / Materials and Supplies Instr         |
| F22D0657         | J TAYLOR EDUCATION             | 473.36          | 300.00                | 0130230101 4310       | Economic Impact Aid Fisler / Materials and Supplies Instr    |
|                  |                                |                 | 173.36                | 0130430103 4310       | SLIP Instruction Fisler / Materials and Supplies Instr       |
| F22D0658         | NASCO WEST INC                 | 147.65          | 147.65                | 0110223159 4310       | Foods Parks Jr High / Materials and Supplies Instr           |
| F22D0659         | LAKESHORE LEARNING             | 244.27          | 244.27                | 0125554101 4310       | LEA Medi Cal Reimburse Speech / Materials and Supplies       |
| F22D0660         | SCHOLASTIC INC                 | 4,833.71        | 1,535.33              | 0111715109 4310       | Hourly Intervention GoldenHill / Materials and Supplies      |
|                  |                                |                 | 3,298.38              | 0130215101 4310       | Econ Impact Aid Golden Hill / Materials and Supplies Instr   |
| F22D0661         | CDW.G                          | 121.50          | 30.13                 | 0110223199 4310       | Keyboarding Parks Jr High / Materials and Supplies Instr     |
|                  |                                |                 | 91.37                 | 0110323109 4310       | Reimburse Parks Disc / Materials and Supplies Instr          |
| F22D0662         | GOV CONNECTION                 | 2,451.32        | 1,651.81              | 0121220101 4310       | Title I Nicolas Instruction / Materials and Supplies Instr   |
|                  |                                |                 | 799.51                | 0121920101 4310       | LEA ProgramInstruction Nicolas / Materials and Supplies      |
| F22D0663         | FOTRONIC CORPORATION           | 1,106.61        | 1,106.61              | 0121220101 4310       | Title I Nicolas Instruction / Materials and Supplies Instr   |
| F22D0664         | MASTER TEACHER                 | 81.10           | 81.10                 | 0111630101 4310       | Donation Discretionary Fisler / Materials and Supplies Instr |
| F22D0665         | AUNTIE ROXIES LIFE OF THE PART | 245.00          | 245.00                | 0111630101 4310       | Donation Discretionary Fisler / Materials and Supplies Instr |
| F22D0666         | DAISY IT                       | 306.76          | 306.76                | 0130219101 4310       | Economic Impact Aid Maple / Materials and Supplies Instr     |
| F22D0667         | S&S WORLDWIDE INC              | 31.01           | 31.01                 | 0130423103 4310       | SLIP Instruction Parks / Materials and Supplies Instr        |
| F22D0668         | DAISY IT                       | 749.79          | 749.79                | 0130223101 4310       | Economic Impact Aid Parks / Materials and Supplies Instr     |

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|------------------|-------------------------------|-----------------|-----------------------|-----------------------|--|
| F22D0669         | AMAZON.COM                    | 401.09          | 401.09                | 0121919101 4310       | LEA Program Instruction Maple / Materials and Supplies       |
| F22D0670         | SCHOOL SPECIALTY              | 195.05          | 195.05                | 0111625101 4310       | Richman Donation Discretionary / Materials and Supplies      |
| F22D0671         | STEVE SPANGLER SCIENCE        | 72.49           | 72.49                 | 0110223119 4310       | Science Parks Jr High / Materials and Supplies Instr         |
| F22D0672         | ROCKET SCIENCE MEDIA CORP     | 722.00          | 361.00                | 0122426101 4310       | Title III Limited Engl R Hills / Materials and Supplies Inst |
|                  |                               |                 | 361.00                | 0130226101 4310       | Econ Impact Aid Rolling Hills / Materials and Supplies       |
| F22D0673         | ORIENTAL TRADING COMPANY      | 43.10           | 43.10                 | 0111630101 4310       | Donation Discretionary Fisler / Materials and Supplies Instr |
| F22D0674         | GOV CONNECTION                | 23.26           | 23.26                 | 0111611101 4310       | Donations Instr Beechwood / Materials and Supplies Instr     |
| F22D0675         | AMAZON.COM                    | 274.03          | 274.03                | 0121219101 4310       | Title I Maple Instruction / Materials and Supplies Instr     |
| F22D0676         | DIGITAL NETWORKS GROUP INC    | 4,420.00        | 4,420.00              | 0130410103 5640       | SLIP Instruction Acacia / Repairs by Vendors                 |
| F22D0677         | DAISY IT                      | 247.70          | 247.70                | 0121229101 4310       | Title I Woodcrest Instruction / Materials and Supplies Instr |
| F22D0678         | DAISY IT                      | 461.08          | 461.08                | 0110226109 4310       | Instruction Rolling Hills DC / Materials and Supplies Instr  |
| F22D0679         | NASCO WEST INC                | 270.62          | 270.62                | 0111630101 4310       | Donation Discretionary Fisler / Materials and Supplies Instr |
| F22D0680         | DAISY IT                      | 53.82           | 53.82                 | 0122429101 4310       | Title III Ltd Engl Woodcrest / Materials and Supplies Instr  |
| F22D0681         | GOV CONNECTION                | 845.57          | 700.00                | 0130230101 4310       | Economic Impact Aid Fisler / Materials and Supplies Instr    |
|                  |                               |                 | 145.57                | 0130430103 4310       | SLIP Instruction Fisler / Materials and Supplies Instr       |
| F22D0682         | NASCO WEST INC                | 64.92           | 64.92                 | 0130427103 4310       | SLIP Instruction Sunset Lane / Materials and Supplies Instr  |
| F22D0683         | PROVANTAGE                    | 220.91          | 220.91                | 0130423103 4310       | SLIP Instruction Parks / Materials and Supplies Instr        |
| F22D0684         | PEIKERT, FRANK                | 808.13          | 808.13                | 0110217119 4310       | LV Productions / Materials and Supplies Instr                |
| F22D0685         | PINNACLE RADIO INC            | 206.88          | 206.88                | 0109717109 4310       | Suppl Grant Support Ladera Vis / Materials and Supplies      |
| F22D0686         | OFFICE DEPOT BUSINESS SERVICE | 97.37           | 61.23                 | 0132952101 4310       | Afr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst  |
|                  |                               |                 | 18.07                 | 1208111101 4310       | Preschool Instr Beechwood / Materials and Supplies Instr     |
|                  |                               |                 | 18.07                 | 1208127101 4310       | Preschool Inst Sunset Lane / Materials and Supplies Instr    |
| F22D0687         | DAISY IT                      | 195.92          | 195.92                | 0144221109 4310       | Technology Donations Orgethrpe / Materials and Supplies      |
| F22D0688         | AMAZON.COM                    | 753.33          | 677.99                | 0134352103 4310       | Community Based Engl TutorInst / Materials and Supplies      |
|                  |                               |                 | 75.34                 | 1208111101 4310       | Preschool Instr Beechwood / Materials and Supplies Instr     |

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|------------------|--------------------------------|-----------------|-----------------------|-----------------------|---|
| F22D0689         | AMAZON.COM                     | 478.45          | 478.45                | 1231152101 4310       | Pre K Famly Lit Support Instr / Materials and Supplies Instr  |
| F22D0690         | APPLE COMPUTER INC.            | 1,993.38        | 1,993.38              | 0122420101 4310       | Title III Limited Engl Nicolas / Materials and Supplies Instr |
| F22D0691         | ECAMM NETWORK LLC              | 64.49           | 64.49                 | 0109728279 4350       | S Grant Supp Admin Valencia Pk / Materials and Supplies       |
| F22D0692         | MACBOOKADAPTER/AC INC          | 139.94          | 139.94                | 0110217109 4310       | Instruction Ladera Vista DC / Materials and Supplies Instr    |
| F22D0693         | REALLY GOOD STUFF              | 267.06          | 267.06                | 0134012101 4310       | EISS Instruction Commonwealth / Materials and Supplies        |
| F22D0694         | PROVANTAGE                     | 850.06          | 850.06                | 0130417103 4310       | SLIP Instruction Ladera Vista / Materials and Supplies Instr  |
| F22D0695         | APPLE COMPUTER INC.            | 86.19           | 86.19                 | 0130230101 4310       | Economic Impact Aid Fisler / Materials and Supplies Instr     |
| F22D0696         | DAVE'S TROPHIES                | 193.95          | 193.95                | 0131652103 4310       | Arts and Music Grant Instruct / Materials and Supplies Instr  |
| F22D0697         | AMERICAN BUTTON MACHINES       | 873.14          | 873.14                | 0121229101 4310       | Title I Woodcrest Instruction / Materials and Supplies Instr  |
| F22D0698         | AMAZON.COM                     | 327.79          | 327.79                | 1231152101 4310       | Pre K Famly Lit Support Instr / Materials and Supplies Instr  |
| F22D0699         | FROGUTS INC                    | 300.00          | 300.00                | 0121220101 4310       | Title I Nicolas Instruction / Materials and Supplies Instr    |
| F22D0700         | SUNDATASUPPLY                  | 117.39          | 117.39                | 0144224109 4310       | Technology Donations Raymond / Materials and Supplies         |
| F22D0701         | DIGITAL NETWORKS GROUP INC     | 2,210.00        | 1,410.00              | 0130215101 5640       | Econ Impact Aid Golden Hill / Repairs by Vendors              |
|                  |                                |                 | 800.00                | 0140315279 5640       | School Administration Discret / Repairs by Vendors            |
| F22D0702         | TRIARCO ARTS AND CRAFTS        | 562.50          | 562.50                | 0111626101 4310       | Donations Instr Rolling Hills / Materials and Supplies Instr  |
| F22D0703         | WHITE RHINO PROMOTIONAL SOLUTI | 237.59          | 237.59                | 0121220101 4310       | Title I Nicolas Instruction / Materials and Supplies Instr    |
| F22D0704         | AMAZON.COM                     | 473.95          | 94.81                 | 0134352103 4310       | Community Based Engl TutorInst / Materials and Supplies       |
|                  |                                |                 | 189.57                | 1208111101 4310       | Preschool Instr Beechwood / Materials and Supplies Instr      |
|                  |                                |                 | 189.57                | 1208127101 4310       | Preschool Inst Sunset Lane / Materials and Supplies Instr     |
| F22M0167         | CUMMINS CAL PACIFIC INC        | 1,000.00        | 1,000.00              | 0153353819 5640       | Plant Maintenance DC / Repairs by Vendors                     |
| F22M0168         | GUITAR CENTER                  | 518.21          | 518.21                | 0153353819 4363       | Plant Maintenance DC / Materials and Supplies Repairs         |
| F22M0169         | ORTIZ TRACTOR SERVICE          | 2,950.00        | 2,950.00              | 1453328819 5640       | Deferred Maint Valencia Park / Repairs by Vendors             |
| F22M0170         | MIRACLE RECREATION EQUIPMENT C | 189.74          | 189.74                | 0153353819 4363       | Plant Maintenance DC / Materials and Supplies Repairs         |
| F22M0171         | ATOMIC CLOCKS ONLINE           | 1,287.61        | 1,287.61              | 0153353819 4363       | Plant Maintenance DC / Materials and Supplies Repairs         |
| F22M0172         | REXEL INC                      | 62.71           | 62.71                 | 0153353819 4363       | Plant Maintenance DC / Materials and Supplies Repairs         |

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|------------------|--------------------------------|-----------------|-----------------------|-----------------------|--|
| F22M0174         | ORANGE COUNTY APPLIANCE PARTS  | 115.29          | 115.29                | 0153353819 4363       | Plant Maintenance DC / Materials and Supplies Repairs        |
| F22M0175         | CUSTOM DESIGN UNIFORM CO       | 142.66          | 142.66                | 0153353819 4362       | Plant Maintenance DC / Supplies Uniforms                     |
| F22R0551         | RENAISSANCE LEARNING INC       | 4,487.75        | 4,487.75              | 0130222101 4310       | Econ Impact Aid Pacific Drive / Materials and Supplies       |
| F22R0552         | ORANGE CNTY DEPARTMENT OF EDUC | 1,080.00        | 1,080.00              | 0111623101 4310       | Donations Instr Parks / Materials and Supplies Instr         |
| F22R0553         | OKURA, KRISTEN                 | 600.00          | 600.00                | 0140155239 5805       | Curriculum Development Discret / Consultants                 |
| F22R0554         | KONECHY, KRISTEN               | 1,055.06        | 1,055.06              | 0111627101 4310       | After School Program Sunset Ln / Materials and Supplies      |
| F22R0555         | TOGO'S                         | 700.00          | 700.00                | 0108755271 4350       | Instr Science Program Admin / Materials and Supplies         |
| F22R0556         | DEVOS, TERRY                   | 323.25          | 323.25                | 0144230109 4310       | Technology Donations Fisler / Materials and Supplies Instr   |
| F22R0557         | FULLERTON COLLABORATIVE        | 100.00          | 100.00                | 0109555101 4310       | Beckman Science Instructional / Materials and Supplies       |
| F22R0558         | WHISNANT, KAREN                | 294.36          | 294.36                | 0144210109 4310       | Technology Donations Acacia / Materials and Supplies Instr   |
| F22R0559         | ANDERSSON, ANNICA              | 52.99           | 52.99                 | 0111720109 4310       | Hourly Intervention Nicolas / Materials and Supplies Instr   |
| F22R0560         | VETROVEC, STACY                | 136.66          | 136.66                | 0110220189 4310       | Arts Nicolas Jr High / Materials and Supplies Instr          |
| F22R0561         | ALLEN, MAUREEN                 | 600.00          | 600.00                | 0109555101 5805       | Beckman Science Instructional / Consultants                  |
| F22R0562         | OFFICE DEPOT BUSINESS SERVICE  | 172.38          | 172.38                | 0124854101 4310       | Spec Ed Preschool Instr / Materials and Supplies Instr       |
| F22R0563         | PRETEND CITY CHILDREN'S MUSEUM | 480.00          | 480.00                | 0110326109 5850       | Reimburse Rolling Hills Disc / Admission Fees                |
| F22R0564         | DAISY IT                       | 78.59           | 78.59                 | 0151454391 4350       | Special Services / Materials and Supplies Office             |
| F22R0565         | SONNY, MARK                    | 185.41          | 185.41                | 0110223109 4310       | Instruction Parks DC / Materials and Supplies Instr          |
| F22R0566         | OFFICE DEPOT BUSINESS SERVICE  | 161.50          | 161.50                | 0140155239 4350       | Curriculum Development Discret / Materials and Supplies      |
| F22R0567         | PEARSON SCHOOL SYSTEMS         | 10,000.00       | 10,000.00             | 0140955259 5810       | Information Systems ServicesDC / Data Processing             |
| F22R0568         | FRIESEN, DALE                  | 87.21           | 87.21                 | 0111630101 4310       | Donation Discretionary Fisler / Materials and Supplies Instr |
| F22R0569         | PHONAK HEARING SYSTEMS         | 77.89           | 77.89                 | 0124754101 4310       | Low Incidence Materials / Materials and Supplies Instr       |
| F22R0570         | DAISY IT                       | 289.72          | 289.72                | 0153750799 4350       | Business Administration DC / Materials and Supplies          |
| F22R0571         | HURTADO, ANNMARIE              | 35.58           | 35.58                 | 0121219101 4310       | Title I Maple Instruction / Materials and Supplies Instr     |
| F22R0572         | AEROMARK                       | 74.08           | 74.08                 | 0110223109 4310       | Instruction Parks DC / Materials and Supplies Instr          |

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|------------------|--------------------------------|-----------------|-----------------------|------------------------------------|--|
| F22R0573         | KONECHY, KRISTEN               | 58.07           | 58.07                 | 0111627101 4310                    | After School Program Sunset Ln / Materials and Supplies  |
| F22R0574         | NATIONAL PROFESSIONAL RESOURCE | 368.80          | 368.80                | 0135252393 4350                    | School Safety Program Pupil Sv / Materials and Supplies  |
| F22R0575         | PEARSON ASSESSMENT INC         | 822.75          | 822.75                | 0125554101 4315                    | LEA Medi Cal Reimburse Speech / Materials Test Kits  |
| F22R0576         | IMAGINE LEARNING               | 3,717.38        | 3,717.38              | 0130212101 4310                    | Econ Impact Aid Commonwealth / Materials and Supplies  |
| F22R0577         | HAWTHORNE EDUCATIONAL          | 189.64          | 189.64                | 0125554321 4315                    | LEA Medi Cal Reimb Psych / Materials Test Kits Protocols   |
| F22R0578         | MISSION SAN JUAN CAPISTRANO    | 1,404.00        | 1,404.00              | 0109411102 5850                    | Foundation Instr Beechwood / Admission Fees  |
| F22R0579         | SCHOFIELD, JEFFREY             | 141.90          | 141.90                | 0111611101 4310                    | Donations Instr Beechwood / Materials and Supplies Instr   |
| F22R0580         | AMAZON.COM                     | 369.38          | 369.38                | 0124254111 4310                    | Special Ed IDEA Basic SDC NSH / Materials and Supplies   |
| F22R0581         | APPLE COMPUTER INC.            | 10,152.48       | 4,950.65<br>5,201.83  | 0122552211 4310<br>0144255109 4310 | EETT Formula Instruct Supervis / Materials and Supplies<br>Tech Services Donation Instr / Materials and Supplies Instr |
| F22R0582         | SANTILLAN, LESLIE              | 97.68           | 97.68                 | 0111630101 4310                    | Donation Discretionary Fisler / Materials and Supplies Instr   |
| F22R0583         | CDW.G                          | 2,779.04        | 2,779.04              | 0125554101 4310                    | LEA Medi Cal Reimburse Speech / Materials and Supplies   |
| F22R0584         | AEROMARK                       | 217.11          | 217.11                | 0151354341 4350                    | Health Services / Materials and Supplies Office  |
| F22R0585         | COSGROVE, MARILEE              | 59.99           | 14.99<br>45.00        | 0134352103 4310<br>1208216101 5850 | Community Based Engl TutorInst / Materials and Supplies<br>Summer Camp Instr Herm Dr / Admission Fees                  |
| F22R0586         | FULLERTON HARDWARE             | 155.10          | 155.10                | 0110221109 4310                    | Instruction Orangethorpe DC / Materials and Supplies Instr   |
| F22R0587         | HARKEN, SHANNON                | 4,898.46        | 4,898.46              | 0121921101 5805                    | LEA Program Instr Orangethorpe / Consultants   |
| F22R0588         | FULLERTON OBSERVER             | 128.00          | 128.00                | 0109710109 4310                    | Suppl Grant Support Acacia / Materials and Supplies Instr  |
| F22R0589         | OFFICE DEPOT BUSINESS SERVICE  | 558.15          | 558.15                | 0125554101 4310                    | LEA Medi Cal Reimburse Speech / Materials and Supplies   |
| F22R0590         | ANDERSON, MARTHA               | 620.00          | 620.00                | 0134025101 5805                    | EISS Instruction Richman / Consultants   |
| F22R0591         | MORRISON, BRITTANY SWANEK      | 57.11           | 57.11                 | 0110220109 4310                    | Instruction Nicolas DC / Materials and Supplies Instr  |
| F22R0592         | RONCEVICH, KIMBERLY            | 1,381.26        | 1,381.26              | 0110220139 4310                    | Dance Nicolas Jr. High / Materials and Supplies Instr  |
| F22R0593         | AEROMARK                       | 101.82          | 101.82                | 0110217109 4310                    | Instruction Ladera Vista DC / Materials and Supplies Instr   |
| F22R0594         | NCS PEARSON INC                | 3,232.50        | 3,232.50              | 0121229101 4310                    | Title I Woodcrest Instruction / Materials and Supplies Instr   |

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|------------------|--------------------------------|-----------------|-----------------------|-----------------------|---|
| F22R0595         | LOS ANGELES COUNTY OFFICE OF E | 59.88           | 59.88                 | 0135252393 4350       | School Safety Program Pupil Sv / Materials and Supplies     |
| F22R0596         | FULLERTON COLLABORATIVE        | 100.00          | 100.00                | 1208216101 5850       | Summer Camp Instr Herm Dr / Admission Fees                  |
| F22R0597         | CA WORKERS' COMPENSATION INSTI | 203.82          | 203.82                | 6852458741 4350       | Workers Comp Admin / Materials and Supplies Office          |
| F22R0598         | VENTURE PACIFIC INSURANCE SERV | 1,804.00        | 1,804.00              | 6852458741 5450       | Workers Comp Admin / Insurance Premiums                     |
| F22R0599         | DAISY IT                       | 400.58          | 400.58                | 0142054201 4350       | Special Ed Administration / Materials and Supplies Office   |
| F22R0600         | VETROVEC, STACY                | 50.04           | 50.04                 | 0110220189 4310       | Arts Nicolas Jr High / Materials and Supplies Instr         |
| F22R0601         | PARENT INSTITUTE FOR QUALITY E | 9,990.00        | 4,995.00              | 0121220101 4310       | Title I Nicolas Instruction / Materials and Supplies Instr  |
|                  |                                |                 | 4,995.00              | 0130220101 4310       | Econ Impact Aid Nicolas / Materials and Supplies Instr      |
| F22R0602         | NRG DANCE AND CHEER            | 180.00          | 180.00                | 0110220139 4310       | Dance Nicolas Jr. High / Materials and Supplies Instr       |
| F22R0603         | SHARP INTERNATIONAL            | 200.00          | 200.00                | 0110220139 4310       | Dance Nicolas Jr. High / Materials and Supplies Instr       |
| F22R0604         | AEROMARK                       | 12.66           | 12.66                 | 0140955259 4350       | Information Systems ServicesDC / Materials and Supplies     |
| F22R0605         | STEVE SPANGLER SCIENCE         | 28.76           | 28.76                 | 0109555101 4310       | Beckman Science Instructional / Materials and Supplies      |
| F22R0606         | CHONG, JASON                   | 484.81          | 484.81                | 0111623101 4310       | Donations Instr Parks / Materials and Supplies Instr        |
| F22R0607         | COSGROVE, MARILEE              | 190.84          | 190.84                | 1208510101 4310       | Childcare Instr Acacia / Materials and Supplies Instr       |
| F22R0608         | FULLERTON OBSERVER             | 76.00           | 76.00                 | 0152351709 5899       | Contract Admin Discret / Other Expenses                     |
| F22R0609         | DAISY IT                       | 132.41          | 132.41                | 0152055779 4350       | Education Services Discret / Materials and Supplies Office  |
| F22S0028         | M AND M PAPER COMPANY          | 21,903.42       | 21,903.42             | 0100000000 9320       | Unrestricted / Stores                                       |
| F22S0029         | BATTERY EXPRESS                | 37.50           | 37.50                 | 0100000000 9320       | Unrestricted / Stores                                       |
| F22T0029         | IPC USA INC                    | 27,876.63       | 10,380.78             | 0156556369 4361       | Home to Sch Transportation DC / Materials and Supplies      |
|                  |                                |                 | 17,495.85             | 0156656369 4361       | Transportation Special Ed DC / Materials and Supplies Fuel  |
| F22T0030         | PARKHOUSE TIRE INC             | 1,218.39        | 375.72                | 0156556369 4360       | Home to Sch Transportation DC / Materials and Supplies      |
|                  |                                |                 | 842.67                | 0156656369 4360       | Transportation Special Ed DC / Materials and Supplies       |
| F22T0031         | DIESEL EXHAUST AND EMISSIONS   | 350.00          | 350.00                | 0156556369 5640       | Home to Sch Transportation DC / Repairs by Vendors          |
| F22V0099         | APPLE COMPUTER INC.            | 2,746.35        | 2,746.35              | 0121225101 6450       | Title I Richman Instruction / Repl Equip Less Than \$10,000 |
| F22V0100         | APPLE COMPUTER INC.            | 1,849.92        | 1,849.92              | 0109411102 6410       | Foundation Instr Beechwood / New Equip Less Than            |

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| F22V0101         | LIGHTSPEED TECHNOLOGIES INC   | 2,915.00          | 2,915.00              | 0124454101 6410       | Special Ed IDEA Low Incidence / New Equip Less Than          |
| F22V0102         | TROXELL COMMUNICATIONS        | 9,684.57          | 9,684.57              | 0121920101 6410       | LEA ProgramInstruction Nicolas / New Equip Less Than         |
| F22V0103         | GOV CONNECTION                | 700.38            | 700.38                | 0125554341 6410       | LEA Medi Cal Reimb Health Svcs / New Equip Less Than         |
| F22V0104         | OFFICE DEPOT BUSINESS SERVICE | 1,704.61          | 1,704.61              | 0110329109 6410       | Reimburse Woodcrest Disc / New Equip Less Than \$10,000      |
| F22V0105         | APPLE COMPUTER INC.           | 6,477.07          | 6,477.07              | 0130225241 6410       | Econ Impact Aid Media Richman / New Equip Less Than          |
| F22V0106         | TAYLOR'S APPLIANCE            | 1,109.08          | 379.54                | 0110217129 6410       | Physical Education Ladera Vist / New Equip Less Than         |
|                  |                               |                   | 379.54                | 0110217159 6410       | Foods Ladera Vista / New Equip Less Than \$10,000            |
|                  |                               |                   | 350.00                | 0110317109 6410       | Reimburse Ladera Disc / New Equip Less Than \$10,000         |
| F22V0107         | CULVER NEWLIN INC             | 510.57            | 510.57                | 0109721109 6410       | Suppl Grant Support Orangethrp / New Equip Less Than         |
| F22V0108         | TROXELL COMMUNICATIONS        | 3,441.54          | 3,441.54              | 0130215101 6410       | Econ Impact Aid Golden Hill / New Equip Less Than            |
| F22V0109         | APPLE COMPUTER INC.           | 3,352.90          | 84.05                 | 0111618101 4310       | Donations Instr Laguna Rd / Materials and Supplies Instr     |
|                  |                               |                   | 3,268.85              | 0111618101 6410       | Donations Instr Laguna Rd / New Equip Less Than \$10,000     |
| F22V0110         | APPLE COMPUTER INC.           | 2,128.06          | 31.25                 | 0121229101 4310       | Title I Woodcrest Instruction / Materials and Supplies Instr |
|                  |                               |                   | 2,096.81              | 0121229101 6410       | Title I Woodcrest Instruction / New Equip Less Than          |
| F22X0382         | CSM CONSULTING INC            | 23,500.00         | 23,500.00             | 0153050799 5805       | Business Administration DC / Consultants                     |
| F22X0383         | ACTION LEARNING SYSTEMS INC   | 4,000.00          | 4,000.00              | 0121228101 5805       | Title I Valencia Park / Consultants                          |
| F22X0384         | ARBIZZI, DANIELA              | 4,320.00          | 1,440.00              | 0134352103 5805       | Community Based Engl TutorInst / Consultants                 |
|                  |                               |                   | 1,440.00              | 1231019101 5805       | Preschool Instruction / Consultants                          |
|                  |                               |                   | 1,440.00              | 1231852101 5805       | Pre K Family Literacy Instr / Consultants                    |
| F22X0385         | SOLIANT HEALTH                | 25,000.00         | 25,000.00             | 0125554391 5866       | LEA Medi Cal Reimb Autism OT / Nonpublic Agency              |
| F22X0386         | HOME DEPOT, THE               | 3,000.00          | 3,000.00              | 0111623101 4310       | Donations Instr Parks / Materials and Supplies Instr         |
|                  | <b>Fund 01 Total:</b>         | <b>261,730.18</b> |                       |                       |  |
|                  | <b>Fund 12 Total:</b>         | <b>10,418.92</b>  |                       |                       |  |
|                  | <b>Fund 14 Total:</b>         | <b>2,950.00</b>   |                       |                       |  |
|                  | <b>Fund 68 Total:</b>         | <b>2,007.82</b>   |                       |                       |  |

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
BOARD OF TRUSTEES MEETING 04/03/2012

FROM 02/22/2012 TO 03/12/2012

| <u>PO</u><br><u>NUMBER</u>       | <u>VENDOR</u> | <u>PO</u><br><u>TOTAL</u> | <u>ACCOUNT</u><br><u>AMOUNT</u> | <u>ACCOUNT</u><br><u>NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|----------------------------------|---------------|---------------------------|---------------------------------|---------------------------------|------------------------------------|
| Total Amount of Purchase Orders: |               | 277,106.92                |                                 |                                 |                                    |



**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS**  
**BOARD OF TRUSTEES**                      **04/03/2012**

FROM 02/22/2012 TO 03/12/2012

| <u>PO NUMBER</u> | <u>VENDOR</u>                 | <u>PO TOTAL</u> | <u>CHANGE AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u>                           |
|------------------|-------------------------------|-----------------|----------------------|-----------------------|--|
| F22D0505         | CENTURY NOVELTY               | 323.00          | +1.91                | 0130430103 4310       | SLIP Instruction Fisler / Materials and Supplies Instr       |
| F22M0105         | GHATAODE BANNON ARCHITECTS    | 8,745.00        | +1,500.00            | 2567250859 5805       | Facilities Growth Dev Fees / Consultants                     |
| F22R0511         | BEYOND PLAY                   | 24.06           | +2.95                | 0142554279 4350       | Calif Childrens Services Instr / Materials and Supplies Offi |
| F22V0081         | JENSEN COMPANY, R             | 74,275.55       | +3,108.45            | 2567210859 6200       | Fac Growth Dev Fees Acacia / Buildings and Improve of        |
|                  |                               |                 | +3,167.10            | 2567213859 6200       | Fac Growth Dev Fees Fern Dr / Buildings and Improve of       |
| F22X0018         | SOUTHWEST SCHOOL SUPPLY       | 11,000.00       | +1,000.00            | 0110223109 4310       | Instruction Parks DC / Materials and Supplies Instr          |
| F22X0021         | SOUTHWEST SCHOOL SUPPLY       | 5,800.00        | +500.00              | 0109710109 4310       | Suppl Grant Support Acacia / Materials and Supplies Instr    |
| F22X0024         | SOUTHWEST SCHOOL SUPPLY       | 9,500.00        | +1,000.00            | 0130415103 4310       | SLIP Instruction Golden Hill / Materials and Supplies Instr  |
| F22X0027         | SOUTHWEST SCHOOL SUPPLY       | 18,700.00       | +3,000.00            | 0121222101 4310       | Title I Pacific Drive Instr / Materials and Supplies Instr   |
| F22X0041         | HOME DEPOT, THE               | 50.00           | -375.00              | 0140055249 4363       | Multi Media Technology DC / Materials and Supplies           |
|                  |                               |                 | -325.00              | 0140955259 4363       | Information Systems ServicesDC / Materials and Supplies      |
| F22X0042         | ORVAC ELECTRONICS             | 1,200.00        | +700.00              | 0140955259 4363       | Information Systems ServicesDC / Materials and Supplies      |
| F22X0046         | APPLE COMPUTER INC.           | 35,000.00       | +10,000.00           | 0144157259 4363       | Laptop Program Inform System / Materials and Supplies        |
| F22X0047         | APPLE COMPUTER INC.           | 10,000.00       | -10,000.00           | 0140055249 4363       | Multi Media Technology DC / Materials and Supplies           |
| F22X0064         | RUTAN AND TUCKER              | 25,000.00       | -15,000.00           | 0152151749 5825       | Personnel Serv Certificated DC / Legal Assistance            |
| F22X0066         | CHIDESTER AND ASSOCIATES, MAR | 10,000.00       | +9,000.00            | 0152151749 5825       | Personnel Serv Certificated DC / Legal Assistance            |
| F22X0220         | COSTCO WHOLESALE              | 900.00          | +500.00              | 0150954101 4310       | Oral Health Assessment Program / Materials and Supplies      |
| F22X0254         | FRY, ALISHIA LYNN             | 9,900.00        | +2,200.00            | 0141555109 5805       | Fine Arts Resource Instr / Consultants                       |
| F22X0255         | COLLINS, ARIAS                | 18,750.00       | +5,000.00            | 0141555109 5805       | Fine Arts Resource Instr / Consultants                       |
| F22X0256         | ROMERO, ASHLEY                | 14,950.00       | +2,300.00            | 0141555109 5805       | Fine Arts Resource Instr / Consultants                       |
| F22X0257         | WADE, BRANDON EDDY            | 12,500.00       | +2,500.00            | 0141555109 5805       | Fine Arts Resource Instr / Consultants                       |
| F22X0258         | KOHL, BRIAN                   | 13,750.00       | +2,500.00            | 0141555109 5805       | Fine Arts Resource Instr / Consultants                       |
| F22X0259         | GREEN, BRYAN                  | 19,500.00       | +3,000.00            | 0141555109 5805       | Fine Arts Resource Instr / Consultants                       |
| F22X0260         | RYANEN, CYNTHIA               | 9,200.00        | +2,300.00            | 0141555109 5805       | Fine Arts Resource Instr / Consultants                       |

**FULLERTON ELEMENTARY**

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS**

BOARD OF TRUSTEES

04/03/2012

FROM 02/22/2012 TO 03/12/2012

| <u>PO NUMBER</u> | <u>VENDOR</u>                         | <u>PO TOTAL</u> | <u>CHANGE AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u>                     |
|------------------|---------------------------------------|-----------------|----------------------|-----------------------|--|
| F22X0261         | WILSON, CYNTHIA ANN                   | 12,000.00       | +2,000.00            | 0141555109 5805       | Fine Arts Resource Instr / Consultants                 |
| F22X0265         | ADAMSON, GREG                         | 19,500.00       | +3,000.00            | 0141555109 5805       | Fine Arts Resource Instr / Consultants                 |
| F22X0268         | KAMALU, JOYLANI ROSEANN               | 17,250.00       | +4,600.00            | 0141555109 5805       | Fine Arts Resource Instr / Consultants                 |
| F22X0269         | AYEH, KATHY                           | 7,500.00        | +1,250.00            | 0141555109 5805       | Fine Arts Resource Instr / Consultants                 |
| F22X0270         | PATTEN, KIMBERLY ANN                  | 7,500.00        | +2,500.00            | 0141555109 5805       | Fine Arts Resource Instr / Consultants                 |
| F22X0271         | DYKES, KYLE                           | 15,000.00       | +2,500.00            | 0141555109 5805       | Fine Arts Resource Instr / Consultants                 |
| F22X0272         | PRUITT, LINDA                         | 7,500.00        | +2,500.00            | 0141555109 5805       | Fine Arts Resource Instr / Consultants                 |
| F22X0273         | MORRISON, LISA RAINEY                 | 13,800.00       | +4,600.00            | 0141555109 5805       | Fine Arts Resource Instr / Consultants                 |
| F22X0279         | ORR, THERESA                          | 16,500.00       | +4,400.00            | 0141555109 5805       | Fine Arts Resource Instr / Consultants                 |
| F22X0286         | FAUBION, REBECCA                      | 11,894.00       | +1,520.00            | 0125852221 5805       | Proj CREATE Staff Development / Consultants            |
| F22X0355         | COSTCO WHOLESALE                      | 1,400.00        | +1,000.00            | 0111624101 4310       | Donations Instr Raymond / Materials and Supplies Instr |
| F22X0369         | HOME DEPOT, THE                       | 1,500.00        | +500.00              | 0110217119 4310       | LV Productions / Materials and Supplies Instr          |
| F22Y0012         | GARY'S RADIATOR SERVICE               | 3,100.00        | +1,000.00            | 0156556369 4360       | Home to Sch Transportation DC / Materials and Supplies |
| F22Y0036         | SOUTHWEST SCHOOL SUPPLY               | 400.00          | +42.00               | 0156556369 4350       | Home to Sch Transportation DC / Materials and Supplies |
|                  |                                       |                 | +58.00               | 0156656369 4350       | Transportation Special Ed DC / Materials and Supplies  |
| F22Z0021         | GRAINGER INC, WW                      | 7,000.00        | +2,000.00            | 0153353819 4363       | Plant Maintenance DC / Materials and Supplies Repairs  |
| F22Z0056         | U HAUL INTERNATIONAL                  | 250.00          | +100.00              | 0153353819 4361       | Plant Maintenance DC / Materials and Supplies Fuel     |
|                  | <b>Fund 01 Total:</b>                 |                 | <b>53,374.86</b>     |                       |  |
|                  | <b>Fund 25 Total:</b>                 |                 | <b>7,775.55</b>      |                       |  |
|                  | <b>Total Amount of Change Orders:</b> |                 | <b>61,150.41</b>     |                       |  |

**FULLERTON ELEMENTARY**

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

BOARD OF TRUSTEES

04/03/2012

FROM 02/22/2012 TO 03/12/2012

| <u>PO NUMBER</u> | <u>VENDOR</u>                           | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u>                           |
|------------------|---|-----------------|-----------------------|-----------------------|--|
| F22M0173         | RESOURCE BUILDING MATERIALS             | 49.40           | 49.40                 | 0153353819 4363       | Plant Maintenance DC / Materials and Supplies Repairs        |
| F22R0440         | LONG BEACH, CITY OF                     | 170.00          | 170.00                | 0111610101 4310       | Donations Instr Acacia / Materials and Supplies Instr        |
| F22X0133         | STATER BROS                             | 300.00          | 300.00                | 1231019101 4310       | Preschool Instruction / Materials and Supplies Instr         |
| F22X0345         | LAKESHORE LEARNING                      | 750.00          | 750.00                | 0134022101 4310       | EISS Instruction Pacific Drive / Materials and Supplies Inst |
|                  | <b>Fund 01 Total:</b>                   | <b>969.40</b>   |                       |                       |  |
|                  | <b>Fund 12 Total:</b>                   | <b>300.00</b>   |                       |                       |  |
|                  | <b>Total Amount of Purchase Orders:</b> | <b>1,269.40</b> |                       |                       |  |

CONSENT ITEM

**DATE:** April 3, 2012  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**PREPARED BY:** Amanda Colón, Director, Nutrition Services  
**SUBJECT:** APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS  
NUMBERED 140814 THROUGH 140884 FOR THE 2011/2012 SCHOOL  
YEAR

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated February 22, 2012 through March 12, 2012, contains purchase orders numbered 140814 through 140884 for the 2011/2012 school year totaling \$396,061.41. Purchase order numbered 140814 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 140814 through 140884 for the 2011/2012 school year.

SH:AC:dlh  
Attachment

Schedule of Open / Out of Date Sequence/ Processed Food  
Commodity  
Purchase Order Report  
02-22-12 through 03-12-12

| Date  | Vendor | PO Number | Category | Amount               |
|---|--------|-----------|----------|----------------------|
| <b>Open Purchase Orders</b>                             |        |           |          |                      |
| <b>Amount Not To Exceed</b>                             |        |           |          |                      |
| NONE  |        |           |          |                      |
|   |        |           |          |                      |
|   |        |           |          |                      |
|   |        |           |          |                      |
|   |        |           |          |                      |
|   |        |           |          |                      |
|   |        |           |          |                      |
| <b>Out of Date Sequence P.O.'s</b>                      |        |           |          |                      |
| NONE  |        |           |          |                      |
|   |        |           |          |                      |
|   |        |           |          |                      |
|   |        |           |          |                      |
|   |        |           |          |                      |
|   |        |           |          |                      |
|   |        |           |          |                      |
| <b>Processed Food &amp; Commodity P.O.'s</b>            |        |           |          |                      |
| NONE  |        |           |          |                      |
|   |        |           |          |                      |
|   |        |           |          |                      |
|   |        |           |          |                      |
|   |        |           |          |                      |
|   |        |           |          |                      |
|   |        |           |          |                      |
|   |        |           |          |                      |
|   |        |           |          |                      |
|   |        |           |          |                      |
|   |        |           |          |                      |
|   |        |           |          |                      |
|   |        |           |          |                      |
| Total OPEN Purchase Orders                              |        |           |          | \$ -                 |
| Total Purchase Orders Out of Date Sequence              |        |           |          | -                    |
| Total Processed Food & Commodity P.O.'s                 |        |           |          | -                    |
| Total Purchase Orders from Purchase Order Detail Report |        |           |          | 396,061.41           |
| <b>TOTAL PURCHASE ORDERS</b>                            |        |           |          | <b>\$ 396,061.41</b> |

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 2/22/2012 and 3/12/2012

| Vendor Name               | PO No.      | P.O. Date       | Date Needed                                       | Revised Needed Date | Account No.          | Use Vendor Numbers       |
|---------------------------|-------------|-----------------|---|---------------------|----------------------|--------------------------|
| A & R Distributors        | 140850      | 3/1/2012        | 3/14/2012   |                     |                      | <input type="checkbox"/> |
| <b>Qty</b>                | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                                |                     | <b>Unit Cost</b>     | <b>Extended Cost</b>     |
| 30                        | case        | 7003            | Cracker, Jungle J&J Whole Grain #39085 200/1oz/cs |                     | \$20.9700            | \$629.10                 |
| 12                        | case        | 3205            | Brkfst Bar, Oatml Raisin, Quaker Oats 125ct       |                     | \$24.0000            | \$288.00                 |
|                           |             |                 |   |                     | <b>Sales Tax:</b>    | \$0.00                   |
|                           |             |                 |   |                     | <b>P.O. Total:</b>   | \$917.10                 |
| A & R Distributors        | 140858      | 3/5/2012        | 3/28/2012   |                     |                      | <input type="checkbox"/> |
| <b>Qty</b>                | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                                |                     | <b>Unit Cost</b>     | <b>Extended Cost</b>     |
| 80                        | case        | 7555            | Cookie,ChocChip, Red Fat IW, BV#70660 90/2oz.     |                     | \$27.0700            | \$2,165.60               |
|                           |             |                 |   |                     | <b>Sales Tax:</b>    | \$0.00                   |
|                           |             |                 |   |                     | <b>P.O. Total:</b>   | \$2,165.60               |
| A & R Distributors        | 140859      | 3/5/2012        | 3/14/2012   |                     |                      | <input type="checkbox"/> |
| <b>Qty</b>                | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                                |                     | <b>Unit Cost</b>     | <b>Extended Cost</b>     |
| 7                         | case        | 8264            | Chips,Tortilla,La Vencedora#080833 1.5oz 80ct     |                     | \$12.2500            | \$85.75                  |
|                           |             |                 |   |                     | <b>Sales Tax:</b>    | \$0.00                   |
|                           |             |                 |   |                     | <b>P.O. Total:</b>   | \$85.75                  |
| A & R Distributors        | 140866      | 3/8/2012        | 3/14/2012   |                     |                      | <input type="checkbox"/> |
| <b>Qty</b>                | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                                |                     | <b>Unit Cost</b>     | <b>Extended Cost</b>     |
| 1                         | case        | 8201            | Chips, Potato Plain Lays 120                      |                     | \$15.5500            | \$15.55                  |
| 2                         | case        | 8202            | Chips , Fritos Corn 120's                         |                     | \$15.5500            | \$31.10                  |
|                           |             |                 |   |                     | <b>Sales Tax:</b>    | \$0.00                   |
|                           |             |                 |   |                     | <b>P.O. Total:</b>   | \$46.65                  |
| A & R Distributors        | 140874      | 3/8/2012        | 4/18/2012   |                     |                      | <input type="checkbox"/> |
| <b>Qty</b>                | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                                |                     | <b>Unit Cost</b>     | <b>Extended Cost</b>     |
| 28                        | case        | 7003            | Cracker, Jungle J&J Whole Grain #39085 200/1oz/cs |                     | \$20.9700            | \$587.16                 |
|                           |             |                 |   |                     | <b>Sales Tax:</b>    | \$0.00                   |
|                           |             |                 |   |                     | <b>P.O. Total:</b>   | \$587.16                 |
|                           |             |                 |   |                     | <b>Vendor Total:</b> | \$3,802.26               |
|                           |             |                 |   |                     |                      | ^                        |
| HARRIS School Solutions   | 140815      | 2/22/2012       | 2/22/2012   |                     |                      | <input type="checkbox"/> |
| <b>Qty</b>                | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                                |                     | <b>Unit Cost</b>     | <b>Extended Cost</b>     |
| 6                         | ea          | HWTP917         | Y Cable, TiPRO Terminal                           |                     | \$25.0000            | \$150.00                 |
| 1                         | ea          | Delivery Char   | Estimated Delivery Charge                         |                     | \$15.9000            | \$15.90                  |
|                           |             |                 |   |                     | <b>Sales Tax:</b>    | \$11.63                  |
|                           |             |                 |   |                     | <b>P.O. Total:</b>   | \$177.53                 |
|                           |             |                 |   |                     | <b>Vendor Total:</b> | \$177.53                 |
|                           |             |                 |   |                     |                      | ^                        |
| Fullerton School District | 140852      | 3/1/2012        | 3/31/2012   |                     |                      | <input type="checkbox"/> |
| <b>Qty</b>                | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                                |                     | <b>Unit Cost</b>     | <b>Extended Cost</b>     |
| 1                         | ea          | 1               | Estimated 8B Payroll                              |                     | 210,000.0000         | \$210,000.00             |
| 1                         | ea          | 1               | Estimated District Expenses                       |                     | \$20,000.0000        | \$20,000.00              |
|                           |             |                 |   |                     | <b>Sales Tax:</b>    | \$0.00                   |
|                           |             |                 |   |                     | <b>P.O. Total:</b>   | \$230,000.00             |

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 2/22/2012 and 3/12/2012

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

Vendor Total: \$230,000.00  
A

Otis Spunkmeyer, Inc. 140825 2/27/2012 3/2/2012

| Qty           | Unit | Item No. | Description                                | Unit Cost | Extended Cost |
|---------------|------|----------|--|-----------|---------------|
| 2             | case | 7541     | Cookie Choc Chip #58900 160/2 oz./cs       | \$49.2200 | \$98.44       |
| 1             | case | 7543     | Cookie Peanut Butter #58905 160/2 oz./cs   | \$49.2200 | \$49.22       |
| 1             | case | 7660     | Cookie Sugar #58904 160/2 oz./cs           | \$70.5500 | \$70.55       |
| 2             | case | 7542     | Cookie Oatmeal Raisin #58903 160/2 oz./cs  | \$49.2200 | \$98.44       |
| 2             | case | 7544     | Cookie Wte Choc Mac Nt #58907 160/2 oz./cs | \$52.2000 | \$104.40      |
| Sales Tax:    |      |          |  |           | \$0.00        |
| P.O. Total:   |      |          |  |           | \$421.05      |
| Vendor Total: |      |          |  |           | \$421.05<br>^ |

Gold Star Foods Inc. 140817 2/24/2012 3/9/2012

| Qty         | Unit | Item No. | Description                                 | Unit Cost | Extended Cost |
|-------------|------|----------|---|-----------|---------------|
| 2           | case | 4041     | Crouton, Cube Herb Packet #201994 250/.3oz. | \$16.5300 | \$33.06       |
| Sales Tax:  |      |          |   |           | \$0.00        |
| P.O. Total: |      |          |   |           | \$33.06       |

Gold Star Foods Inc. 140826 2/29/2012 4/20/2012

| Qty         | Unit | Item No. | Description         | Unit Cost | Extended Cost |
|-------------|------|----------|---------------------|-----------|---------------|
| 115         | case | 1        | Strawberries, Fresh | \$1.5000  | \$172.50      |
| Sales Tax:  |      |          |                     |           | \$0.00        |
| P.O. Total: |      |          |                     |           | \$172.50      |

Gold Star Foods Inc. 140849 3/1/2012 3/16/2012

| Qty         | Unit | Item No. | Description                                    | Unit Cost | Extended Cost |
|-------------|------|----------|--|-----------|---------------|
| 8           | case | 30052    | Pigs-in-Blanket Wrp Dbl B, 60/2oz/cs GS#100488 | \$29.6500 | \$237.20      |
| 12          | case | 4410     | Vinegar White #202382 Golden State 4/1gal.     | \$8.4600  | \$101.52      |
| Sales Tax:  |      |          |  |           | \$0.00        |
| P.O. Total: |      |          |  |           | \$338.72      |

Gold Star Foods Inc. 140861 3/5/2012 3/23/2012

| Qty         | Unit | Item No. | Description  | Unit Cost | Extended Cost |
|-------------|------|----------|--|-----------|---------------|
| 4           | case | 55108    | Egg & Chse Wrap SunFrsh, IW 75/3.1oz., GS#401560   | \$37.1800 | \$148.72      |
| 10          | case | 3402     | Cherry Frudel, Pillsbury, IW 72/2.29oz.,GS#113000  | \$40.6400 | \$406.40      |
| 5           | case | 55110    | Egg Tac-Go,Sausage&Chse w/Trky, IW 96/3.2, #401562 | \$54.4300 | \$272.15      |
| 10          | case | 59601    | Burrito, Chorizo,Egg&Chs ArizonaGold 54/3.2#110644 | \$34.0400 | \$340.40      |
| 2           | case | 55001    | Chicken, Sausage Biscuit Tyson #18186 100/3.36oz.  | \$56.8100 | \$113.62      |
| 14          | case | 59703    | Pancakes Blueberry WG GS#113405 Max IW 80/3oz      | \$37.8200 | \$529.48      |
| 8           | case | 55106    | Frn Tst Cinn Glzd SunFrsh,IW 100/3.25oz.,GS#401546 | \$48.2800 | \$386.24      |
| 12          | cs   | 3207     | Bar, Benefit Apple Cinnamon,48/2oz. GS#113234      | \$20.7700 | \$249.24      |
| 4           | case | 55102    | Omelet Skillet w/Colby Chse GS#401555 IW 210/cs SF | \$67.0700 | \$268.28      |
| Sales Tax:  |      |          |  |           | \$0.00        |
| P.O. Total: |      |          |  |           | \$2,714.53    |

Gold Star Foods Inc. 140865 3/8/2012 3/23/2012

| Qty | Unit | Item No. | Description                                      | Unit Cost | Extended Cost |
|-----|------|----------|--|-----------|---------------|
| 12  | cs   | 4316     | Sauce, Enchilada Red, La Victoria,6/#1,GS#201476 | \$37.9900 | \$455.88      |
| 37  | case | 55007    | Chicken Patty WG Tyson ,1 44 , GS#401626         | \$42.9200 | \$1,588.04    |
| 48  | case | 4304     | Sauce BBQ Packet, #202338 Sona Hollen 500/12g.   | \$12.0100 | \$576.48      |
| 60  | case | 4312     | Catsup Packet, Hollens #202485 1000/9gm          | \$16.5900 | \$995.40      |

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 2/22/2012 and 3/12/2012

| Vendor Name          | PO No.      | P.O. Date       | Date Needed  | Revised Needed Date | Account No.        | Use Vendor Numbers       |
|----------------------|-------------|-----------------|--|---------------------|--------------------|--------------------------|
| Gold Star Foods Inc. | 140865      | 3/8/2012        | 3/23/2012  |                     |                    | <input type="checkbox"/> |
| <b>Qty</b>           | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                                 |                     | <b>Unit Cost</b>   | <b>Extended Cost</b>     |
| 10                   | case        | 4231            | Sauce Teriyaki Glaze, Kikkoman #201334 6/64oz.     |                     | \$41.5400          | \$415.40                 |
| 10                   | cs          | 4241            | Sauce,Bosco Pizza cups #202546 100/2oz.            |                     | \$28.5200          | \$285.20                 |
|                      |             |                 |  |                     | <b>Sales Tax:</b>  | \$0.00                   |
|                      |             |                 |  |                     | <b>P.O. Total:</b> | \$4,316.40               |
| Gold Star Foods Inc. | 140868      | 3/8/2012        | 3/28/2012  |                     |                    | <input type="checkbox"/> |
| <b>Qty</b>           | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                                 |                     | <b>Unit Cost</b>   | <b>Extended Cost</b>     |
| 21                   | case        | 65004           | Corn Whole Kernel 6/#10                            |                     | \$3.0200           | \$63.42                  |
|                      |             |                 |  |                     | <b>Sales Tax:</b>  | \$0.00                   |
|                      |             |                 |  |                     | <b>P.O. Total:</b> | \$63.42                  |
| Gold Star Foods Inc. | 140869      | 3/8/2012        | 3/30/2012  |                     |                    | <input type="checkbox"/> |
| <b>Qty</b>           | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                                 |                     | <b>Unit Cost</b>   | <b>Extended Cost</b>     |
| 60                   | cs          | 4351            | Syrup, Maple #202352 100/1.5/cs                    |                     | \$7.2000           | \$432.00                 |
| 34                   | case        | 55002           | Chicken, Sausage Patty Tyson #17443 354/1.36oz.    |                     | \$39.5800          | \$1,345.72               |
| 38                   | case        | 55116           | French Toast Sticks SnnyFrsh, 150/case, GS#401548  |                     | \$55.1500          | \$2,095.70               |
| 20                   | cs          | 56026           | Turkey Preckd Grnd, JennieO 4/7#/cs (D), GS#400986 |                     | \$50.1300          | \$1,002.60               |
| 42                   | case        | 57002           | Beef Patty,Mesquite Lean,Pierre135/2.5cs,GS#401398 |                     | \$20.8400          | \$875.28                 |
| 73                   | case        | 57017           | CheeseburgTwins Pierre, 80/5.5oz/case, GS#401356   |                     | \$51.6500          | \$3,770.45               |
| 25                   | case        | 56601           | Pizza,Double Stffd WhlGrn Gillardi Max#77387-12683 |                     | \$37.5200          | \$938.00                 |
| 40                   | case        | 56602           | Pizza,DbleStffd WhlGrn Trky Pepprn ConAgral2630 96 |                     | \$40.5000          | \$1,620.00               |
|                      |             |                 |  |                     | <b>Sales Tax:</b>  | \$0.00                   |
|                      |             |                 |  |                     | <b>P.O. Total:</b> | \$12,079.75              |
| Gold Star Foods Inc. | 140870      | 3/8/2012        | 4/4/2012   |                     |                    | <input type="checkbox"/> |
| <b>Qty</b>           | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                                 |                     | <b>Unit Cost</b>   | <b>Extended Cost</b>     |
| 21                   | case        | 65004           | Corn Whole Kernel 6/#10                            |                     | \$3.0200           | \$63.42                  |
| 29                   | case        | 64004           | Peaches diced can 6/#10                            |                     | \$2.8200           | \$81.78                  |
|                      |             |                 |  |                     | <b>Sales Tax:</b>  | \$0.00                   |
|                      |             |                 |  |                     | <b>P.O. Total:</b> | \$145.20                 |
| Gold Star Foods Inc. | 140871      | 3/8/2012        | 4/6/2012   |                     |                    | <input type="checkbox"/> |
| <b>Qty</b>           | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                                 |                     | <b>Unit Cost</b>   | <b>Extended Cost</b>     |
| 41                   | case        | 56029           | Turkey,TacoMeat Jennie-O#2856-28 4/7lb. (W&D)      |                     | \$49.7300          | \$2,038.93               |
| 70                   | case        | 66018           | Chicken, Roasted 8 pc IQF 30#                      |                     | \$2.8200           | \$197.40                 |
| 46                   | case        | 55019           | Chicken Nugget, Natural Tyson GS#401738            |                     | \$41.6500          | \$1,915.90               |
|                      |             |                 |  |                     | <b>Sales Tax:</b>  | \$0.00                   |
|                      |             |                 |  |                     | <b>P.O. Total:</b> | \$4,152.23               |
| Gold Star Foods Inc. | 140873      | 3/8/2012        | 4/20/2012  |                     |                    | <input type="checkbox"/> |
| <b>Qty</b>           | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                                 |                     | <b>Unit Cost</b>   | <b>Extended Cost</b>     |
| 40                   | case        | 58106           | Pork LF BBQ Rib Patty,Pierre100/3.0oz/cs,GS#401842 |                     | \$29.4700          | \$1,178.80               |
|                      |             |                 |  |                     | <b>Sales Tax:</b>  | \$0.00                   |
|                      |             |                 |  |                     | <b>P.O. Total:</b> | \$1,178.80               |
| Gold Star Foods Inc. | 140875      | 3/8/2012        | 4/20/2012  |                     |                    | <input type="checkbox"/> |
| <b>Qty</b>           | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                                 |                     | <b>Unit Cost</b>   | <b>Extended Cost</b>     |
| 71                   | case        | 30008           | Hot Dog, Turkey, Foster Farms, 5 80/cs,GS#100746   |                     | \$11.6700          | \$828.57                 |
|                      |             |                 |  |                     | <b>Sales Tax:</b>  | \$0.00                   |
|                      |             |                 |  |                     | <b>P.O. Total:</b> | \$828.57                 |
| Gold Star Foods Inc. | 140879      | 3/9/2012        | 3/16/2012  |                     |                    | <input type="checkbox"/> |
| <b>Qty</b>           | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                                 |                     | <b>Unit Cost</b>   | <b>Extended Cost</b>     |
| 30                   | case        | 57017           | CheeseburgTwins Pierre, 80/5.5oz/case, GS#401356   |                     | \$51.6500          | \$1,549.50               |



# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 2/22/2012 and 3/12/2012

| Vendor Name                      | PO No.      | P.O. Date       | Date Needed                                     | Revised Needed Date  | Account No.      | Use Vendor Numbers       |
|----------------------------------|-------------|-----------------|---|----------------------|------------------|--------------------------|
| Gold Star Foods Inc.             | 140879      | 3/9/2012        | 3/16/2012                                       |                      |                  | <input type="checkbox"/> |
| <b>Qty</b>                       | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                              |                      | <b>Unit Cost</b> | <b>Extended Cost</b>     |
|                                  |             |                 |   | <b>Sales Tax:</b>    |                  | \$0.00                   |
|                                  |             |                 |   | <b>P.O. Total:</b>   |                  | \$1,549.50               |
|                                  |             |                 |   | <b>Vendor Total:</b> |                  | \$27,572.68<br>^         |
| P & R Paper Supply Company, Inc. | 140818      | 2/24/2012       | 2/28/2012                                       |                      |                  | <input type="checkbox"/> |
| <b>Qty</b>                       | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                              |                      | <b>Unit Cost</b> | <b>Extended Cost</b>     |
| 6                                | Roll        | 87201           | Foil 18x1000' Heavy Gauge, Alum HFA 11807       |                      | \$35.8000        | \$214.80                 |
|                                  |             |                 |   | <b>Sales Tax:</b>    |                  | \$16.65                  |
|                                  |             |                 |   | <b>P.O. Total:</b>   |                  | \$231.45                 |
| P & R Paper Supply Company, Inc. | 140878      | 3/8/2012        | 3/20/2012                                       |                      |                  | <input type="checkbox"/> |
| <b>Qty</b>                       | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                              |                      | <b>Unit Cost</b> | <b>Extended Cost</b>     |
| 25                               | cs          | 85010           | Bowl, Styro Unlam 30 oz Pactiv YTH10030 1000/cs |                      | \$42.5500        | \$1,063.75               |
|                                  |             |                 |   | <b>Sales Tax:</b>    |                  | \$0.00                   |
|                                  |             |                 |   | <b>P.O. Total:</b>   |                  | \$1,063.75               |
|                                  |             |                 |   | <b>Vendor Total:</b> |                  | \$1,295.20<br>^          |
| ASR Food Distributors, Inc.      | 140820      | 2/24/2012       | 2/27/2012                                       |                      |                  | <input type="checkbox"/> |
| <b>Qty</b>                       | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                              |                      | <b>Unit Cost</b> | <b>Extended Cost</b>     |
| 27                               | case        | 999091          | Tangelo, Minneola 150ct CS #11609               |                      | \$19.0000        | \$513.00                 |
| 3                                | each        | 999059          | Pepper, Bell Red 15#/cs #20316                  |                      | \$0.5800         | \$1.74                   |
| 2                                | each        | 999006          | Cucumber, ea 26#/cs #20631                      |                      | \$0.2900         | \$0.58                   |
| 2                                | case        | 999028          | Tomato, Cherry 12bkt/lug #21890                 |                      | \$5.0000         | \$10.00                  |
| 5                                | lb          | 999265          | Stir Fry Vegetables LB #31419                   |                      | \$1.5500         | \$7.75                   |
| 15                               | case        | 999225          | Carrot sticks, 3" 5#/bag #30283                 |                      | \$1.1500         | \$17.25                  |
| 30                               | lb          | 999240          | Jicama Sticks, 5#/bag #30788                    |                      | \$1.8500         | \$55.50                  |
| 10                               | lb          | 999216          | Salad Mix, 4-way 5#/bag #31284                  |                      | \$0.6500         | \$6.50                   |
|                                  |             |                 |   | <b>Sales Tax:</b>    |                  | \$0.00                   |
|                                  |             |                 |   | <b>P.O. Total:</b>   |                  | \$612.32                 |
| ASR Food Distributors, Inc.      | 140821      | 2/24/2012       | 2/28/2012                                       |                      |                  | <input type="checkbox"/> |
| <b>Qty</b>                       | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                              |                      | <b>Unit Cost</b> | <b>Extended Cost</b>     |
| 5                                | lb          | 999213          | Lettuce, Shredded 5#/bag #30823                 |                      | \$0.6200         | \$3.10                   |
| 29                               | case        | 999130          | Banana, Petite green tip 40#/cs #11710          |                      | \$19.9500        | \$578.55                 |
| 6                                | each        | 999070          | Pineapple, 6-7EA/cs 3.5#ea #11428               |                      | \$1.9700         | \$11.82                  |
| 2                                | each        | 999059          | Pepper, Bell Red 15#/cs #20316                  |                      | \$0.5800         | \$1.16                   |
| 1                                | lb          | 999115          | Pepper, Jalapeno 10#/cs #20552                  |                      | \$1.1500         | \$1.15                   |
| 2                                | lb          | 999119          | Onion, Red 25#/sack #21092                      |                      | \$0.2000         | \$0.40                   |
| 6                                | each        | 999061          | Tomato, 6x6x2 20#/lug #21834                    |                      | \$0.1600         | \$0.96                   |
| 5                                | lb          | 999203          | Broccoli Florets 5#/bag #30159                  |                      | \$2.0500         | \$10.25                  |
| 5                                | lb          | 999208          | Carrot Coin, 5#/bag #30340                      |                      | \$0.9700         | \$4.85                   |
| 10                               | lb          | 999216          | Salad Mix, 4-way 5#/bag #31284                  |                      | \$0.6500         | \$6.50                   |
| 2                                | case        | 999266          | Broccoli/Baby Carrots Bag 50/2oz CS             |                      | \$31.1000        | \$62.20                  |
| 2                                | case        | 999224          | Celery sticks, 150ct 3/8c pkgs CS #31450        |                      | \$24.5000        | \$49.00                  |
| 1                                | ea          | 999280          | Kale, TT Mar Krazy ea #23460                    |                      | \$13.5400        | \$13.54                  |
| 2                                | ea          | 999281          | Kale, Shredded Fine 1# bag ea #30795            |                      | \$4.5500         | \$9.10                   |
|                                  |             |                 |   | <b>Sales Tax:</b>    |                  | \$0.00                   |
|                                  |             |                 |   | <b>P.O. Total:</b>   |                  | \$752.58                 |

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## Fullerton School District

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| Vendor Name                 | PO No. | P.O. Date | Date Needed                                     | Revised Needed Date | Account No.        | Use Vendor Numbers       |
|-----------------------------|--------|-----------|---|---------------------|--------------------|--------------------------|
| ASR Food Distributors, Inc. | 140822 | 2/24/2012 | 2/29/2012                                       |                     |                    | <input type="checkbox"/> |
| Qty                         | Unit   | Item No.  | Description                                     | Unit Cost           | Extended Cost      |                          |
| 1                           | ea     | 999140    | Daikon, ea                                      | \$1.6900            | \$1.69             |                          |
| 1                           | lb     | 999007    | Jicama, approx. 1-1/2#ea 20#/cs #20811          | \$1.0600            | \$1.06             |                          |
| 3                           | ea     | 999143    | Watercress, ea                                  | \$1.2400            | \$3.72             |                          |
| 3                           | ea     | 999142    | Leeks, ea                                       | \$1.0800            | \$3.24             |                          |
| 2                           | ea     | 999145    | Grapefruit, Pink Sections gal. #31656           | \$12.4500           | \$24.90            |                          |
| 5                           | lb     | 999139    | Pepper, Bell Tri-color sliced lb                | \$2.2400            | \$11.20            |                          |
| 1                           | each   | 999089    | Pepper, Bell Green 25#/cs #20293                | \$0.2200            | \$0.22             |                          |
| 1                           | each   | 999059    | Pepper, Bell Red 15#/cs #20316                  | \$0.5800            | \$0.58             |                          |
| 1                           | each   | 999005    | Cilantro, 30bunch/cs #20608                     | \$0.2100            | \$0.21             |                          |
| 2                           | case   | 999028    | Tomato, Cherry 12bkt/lug #21890                 | \$1.5000            | \$3.00             |                          |
| 5                           | lb     | 999240    | Jicama Sticks, 5#/bag #30788                    | \$1.8500            | \$9.25             |                          |
| 10                          | lb     | 999216    | Salad Mix, 4-way 5#/bag #31284                  | \$0.6500            | \$6.50             |                          |
|                             |        |           |   |                     | <b>Sales Tax:</b>  | \$0.00                   |
|                             |        |           |   |                     | <b>P.O. Total:</b> | \$65.57                  |
| ASR Food Distributors, Inc. | 140823 | 2/24/2012 | 3/1/2012  |                     |                    | <input type="checkbox"/> |
| Qty                         | Unit   | Item No.  | Description                                     | Unit Cost           | Extended Cost      |                          |
| 1                           | lb     | 999007    | Jicama, approx. 1-1/2#ea 20#/cs #20811          | \$1.0600            | \$1.06             |                          |
| 6                           | each   | 999061    | Tomato, 6x6x2 20#/lug #21834                    | \$0.1600            | \$0.96             |                          |
| 2                           | case   | 999028    | Tomato, Cherry 12bkt/lug #21890                 | \$1.5000            | \$3.00             |                          |
| 10                          | lb     | 999208    | Carrot Coin, 5#/bag #30340                      | \$0.9700            | \$9.70             |                          |
| 5                           | lb     | 999217    | Salad, Health Mix 5#/bag #30766                 | \$0.9000            | \$4.50             |                          |
| 5                           | lb     | 999240    | Jicama Sticks, 5#/bag #30788                    | \$1.8500            | \$9.25             |                          |
| 35                          | lb     | 999216    | Salad Mix, 4-way 5#/bag #31284                  | \$0.6500            | \$22.75            |                          |
|                             |        |           |   |                     | <b>Sales Tax:</b>  | \$0.00                   |
|                             |        |           |   |                     | <b>P.O. Total:</b> | \$51.22                  |
| ASR Food Distributors, Inc. | 140824 | 2/24/2012 | 3/2/2012  |                     |                    | <input type="checkbox"/> |
| Qty                         | Unit   | Item No.  | Description                                     | Unit Cost           | Extended Cost      |                          |
| 5                           | lb     | 999213    | Lettuce, Shredded 5#/bag #30823                 | \$0.6200            | \$3.10             |                          |
| 6                           | case   | 999275    | Apple, Gala 163ct 40#/cs #10023                 | \$23.5000           | \$141.00           |                          |
| 1                           | each   | 999111    | Avocado, EA #10416                              | \$0.9200            | \$0.92             |                          |
| 12                          | lb     | 999106    | Zucchini, Squash 22#/cs #21744                  | \$0.1700            | \$2.04             |                          |
| 15                          | lb     | 999210    | Celery Sticks 3" LB #30553                      | \$1.1000            | \$16.50            |                          |
|                             |        |           |   |                     | <b>Sales Tax:</b>  | \$0.00                   |
|                             |        |           |   |                     | <b>P.O. Total:</b> | \$163.56                 |
| ASR Food Distributors, Inc. | 140848 | 3/1/2012  | 3/16/2012                                       |                     |                    | <input type="checkbox"/> |
| Qty                         | Unit   | Item No.  | Description                                     | Unit Cost           | Extended Cost      |                          |
| 30                          | case   | 7210      | Bun,Honey Nemo's #20100 48/cs                   | \$23.7700           | \$713.10           |                          |
| 7                           | case   | 30063     | Chow Mein Noodles #52724002019 Ling's 2/5#/case | \$17.8700           | \$125.09           |                          |
|                             |        |           |   |                     | <b>Sales Tax:</b>  | \$0.00                   |
|                             |        |           |   |                     | <b>P.O. Total:</b> | \$838.19                 |
| ASR Food Distributors, Inc. | 140853 | 3/2/2012  | 3/5/2012  |                     |                    | <input type="checkbox"/> |
| Qty                         | Unit   | Item No.  | Description                                     | Unit Cost           | Extended Cost      |                          |
| 15                          | lb     | 999213    | Lettuce, Shredded 5#/bag #30823                 | \$0.6200            | \$9.30             |                          |
| 2                           | each   | 999111    | Avocado, EA #10416                              | \$0.9200            | \$1.84             |                          |
| 2                           | case   | 999130    | Banana, Petite green tip 40#/cs #11710          | \$19.9500           | \$39.90            |                          |
| 2                           | case   | 999038    | Grape, Red 20#/cs #10629                        | \$18.7500           | \$37.50            |                          |
| 1                           | each   | 999039    | Kiwi, approx. 108ct Vol Filled 22#/cs #10753    | \$20.7000           | \$20.70            |                          |
| 2                           | each   | 999059    | Pepper, Bell Red 15#/cs #20316                  | \$0.4900            | \$0.98             |                          |
| 2                           | each   | 999006    | Cucumber, ea 26#/cs #20631                      | \$0.2900            | \$0.58             |                          |
| 2                           | lb     | 999119    | Onion, Red 25#/sack #21092                      | \$0.2000            | \$0.40             |                          |
| 2                           | case   | 999028    | Tomato, Cherry 12bkt/lug #21890                 | \$1.5000            | \$3.00             |                          |

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| Qty   | Unit | Item No. | Description                              | Unit Cost | Extended Cost |
|---|------|----------|--|-----------|---------------|
| ASR Food Distributors, Inc. 140853 3/2/2012 3/5/2012 <input type="checkbox"/> |      |          |  |           |               |
| 5   | lb   | 999265   | Stir Fry Vegetables LB #31419            | \$1.5500  | \$7.75        |
| 10  | lb   | 999203   | Broccoli Florets 5#/bag #30159           | \$2.0500  | \$20.50       |
| 10  | case | 999225   | Carrot sticks, 3" 5#/bag #30283          | \$1.1500  | \$11.50       |
| 10  | lb   | 999208   | Carrot Coin, 5#/bag #30340               | \$0.9700  | \$9.70        |
| 25  | lb   | 999240   | Jicama Sticks, 5#/bag #30788             | \$1.8500  | \$46.25       |
| 10  | lb   | 999235   | Salad Mix, 3-way 5#/bag #31228           | \$0.6900  | \$6.90        |
| 2   | case | 999266   | Broccoli/Baby Carrots Bag 50/2oz CS      | \$31.1000 | \$62.20       |
| 3   | case | 999224   | Celery sticks, 150ct 3/8c pkgs CS #31450 | \$24.5000 | \$73.50       |

Sales Tax: \$0.00

P.O. Total: \$352.50

| Qty   | Unit | Item No. | Description                            | Unit Cost | Extended Cost |
|---|------|----------|--|-----------|---------------|
| ASR Food Distributors, Inc. 140854 3/2/2012 3/6/2012 <input type="checkbox"/> |      |          |  |           |               |
| 5   | lb   | 999213   | Lettuce, Shredded 5#/bag #30823        | \$0.6200  | \$3.10        |
| 1   | each | 999070   | Pineapple, 6-7EA/cs 3.5#ea #11428      | \$11.5000 | \$11.50       |
| 2   | each | 999059   | Pepper, Bell Red 15#/cs #20316         | \$0.4900  | \$0.98        |
| 2   | each | 999006   | Cucumber, ea 26#/cs #20631             | \$0.2900  | \$0.58        |
| 10  | lb   | 999007   | Jicama, approx. 1-1/2#ea 20#/cs #20811 | \$0.8900  | \$8.90        |
| 2   | case | 999028   | Tomato, Cherry 12bkt/lug #21890        | \$1.5000  | \$3.00        |
| 5   | lb   | 999203   | Broccoli Florets 5#/bag #30159         | \$2.0500  | \$10.25       |
| 5   | lb   | 999208   | Carrot Coin, 5#/bag #30340             | \$0.9700  | \$4.85        |
| 10  | lb   | 999216   | Salad Mix, 4-way 5#/bag #31284         | \$0.6500  | \$6.50        |
| 10  | case | 999130   | Banana, Petite green tip 40#/cs #11710 | \$19.9500 | \$199.50      |
| 7   | ea   | 999140   | Daikon, ea                             | \$1.6900  | \$11.83       |
| 1   | each | 999089   | Pepper, Bell Green 25#/cs #20293       | \$0.2200  | \$0.22        |
| 1   | each | 999059   | Pepper, Bell Red 15#/cs #20316         | \$0.5800  | \$0.58        |
| 1   | each | 999005   | Cilantro, 30bunch/cs #20608            | \$0.2100  | \$0.21        |
| 2   | lb   | 999007   | Jicama, approx. 1-1/2#ea 20#/cs #20811 | \$1.0600  | \$2.12        |
| 12  | lb   | 999106   | Zucchini, Squash 22#/cs #21744         | \$0.1700  | \$2.04        |
| 8   | each | 999061   | Tomato, 6x6x2 20#/lug #21834           | \$0.1600  | \$1.28        |
| 3   | ea   | 999143   | Watercress, ea                         | \$1.2400  | \$3.72        |
| 3   | ea   | 999142   | Leeks, ea                              | \$1.0800  | \$3.24        |
| 2   | ea   | 999145   | Grapefruit, Pink Sections gal. #31656  | \$12.4500 | \$24.90       |
| 5   | lb   | 999139   | Pepper, Bell Tri-color sliced lb       | \$2.2400  | \$11.20       |

Sales Tax: \$0.00

P.O. Total: \$310.50

| Qty   | Unit | Item No. | Description                              | Unit Cost | Extended Cost |
|---|------|----------|--|-----------|---------------|
| ASR Food Distributors, Inc. 140855 3/2/2012 3/7/2012 <input type="checkbox"/> |      |          |  |           |               |
| 5   | lb   | 999213   | Lettuce, Shredded 5#/bag #30823          | \$0.6200  | \$3.10        |
| 1   | ea   | 999118   | Cantaloupe, 12-15ea/cs 1ea/2# #10900     | \$1.7300  | \$1.73        |
| 2   | each | 999099   | Honeydew melon 5ea/cs 1ea/4# #10944      | \$3.6800  | \$7.36        |
| 1   | each | 999070   | Pineapple, 6-7EA/cs 3.5#ea #11428        | \$1.6400  | \$1.64        |
| 2   | ea   | 999142   | Leeks, ea                                | \$1.0800  | \$2.16        |
| 5   | lb   | 999203   | Broccoli Florets 5#/bag #30159           | \$2.0500  | \$10.25       |
| 15  | lb   | 999208   | Carrot Coin, 5#/bag #30340               | \$0.9700  | \$14.55       |
| 15  | lb   | 999210   | Celery Sticks 3" LB #30553               | \$1.1000  | \$16.50       |
| 15  | lb   | 999216   | Salad Mix, 4-way 5#/bag #31284           | \$0.6500  | \$9.75        |
| 30  | case | 999091   | Tangelo, Minneola 150ct CS #11609        | \$19.0000 | \$570.00      |
| 8   | case | 999224   | Celery sticks, 150ct 3/8c pkgs CS #31450 | \$24.5000 | \$196.00      |

Sales Tax: \$0.00

P.O. Total: \$833.04

| Qty   | Unit | Item No. | Description                | Unit Cost | Extended Cost |
|---|------|----------|----------------------------|-----------|---------------|
| ASR Food Distributors, Inc. 140856 3/2/2012 3/8/2012 <input type="checkbox"/> |      |          |                            |           |               |
| 5   | lb   | 999208   | Carrot Coin, 5#/bag #30340 | \$0.9700  | \$4.85        |

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 2/22/2012 and 3/12/2012

| Vendor Name                 | PO No.      | P.O. Date       | Date Needed  | Revised Needed Date | Account No.      | Use Vendor Numbers       |
|-----------------------------|-------------|-----------------|--|---------------------|------------------|--------------------------|
| ASR Food Distributors, Inc. | 140856      | 3/2/2012        | 3/8/2012   |                     |                  | <input type="checkbox"/> |
| <b>Qty</b>                  | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                                 |                     | <b>Unit Cost</b> | <b>Extended Cost</b>     |
| 10                          | lb          | 999210          | Celery Sticks 3" LB #30553                         |                     | \$1.1000         | \$11.00                  |
| 10                          | lb          | 999235          | Salad Mix, 3-way 5#/bag #31228                     |                     | \$0.6700         | \$6.70                   |
|                             |             |                 |  | <b>Sales Tax:</b>   |                  | \$0.00                   |
|                             |             |                 |  | <b>P.O. Total:</b>  |                  | \$22.55                  |
| ASR Food Distributors, Inc. | 140857      | 3/2/2012        | 3/9/2012   |                     |                  | <input type="checkbox"/> |
| <b>Qty</b>                  | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                                 |                     | <b>Unit Cost</b> | <b>Extended Cost</b>     |
| 8                           | case        | 999224          | Celery sticks, 150ct 3/8c pkgs CS #31450           |                     | \$24.5000        | \$196.00                 |
|                             |             |                 |  | <b>Sales Tax:</b>   |                  | \$0.00                   |
|                             |             |                 |  | <b>P.O. Total:</b>  |                  | \$196.00                 |
| ASR Food Distributors, Inc. | 140860      | 3/5/2012        | 3/16/2012  |                     |                  | <input type="checkbox"/> |
| <b>Qty</b>                  | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                                 |                     | <b>Unit Cost</b> | <b>Extended Cost</b>     |
| 65                          | case        | 30071           | Burrito, Posada#1071765Egg,BaconChz, 24/CS         |                     | \$20.4700        | \$1,330.55               |
| 18                          | case        | 59042           | Sausage Turkey Brkfst Sqrs WG Tony's #63912 128/cs |                     | \$46.6200        | \$839.16                 |
| 16                          | cs          | 59525           | Roll Bear Claw Apple WG #3818130W20thCntry 72/3 oz |                     | \$31.5300        | \$504.48                 |
| 10                          | case        | 56104           | Muffin Blubry#217230W 20Cent. 60/3oz/case          |                     | \$24.4000        | \$244.00                 |
|                             |             |                 |  | <b>Sales Tax:</b>   |                  | \$0.00                   |
|                             |             |                 |  | <b>P.O. Total:</b>  |                  | \$2,918.19               |
| ASR Food Distributors, Inc. | 140862      | 3/8/2012        | 3/23/2012  |                     |                  | <input type="checkbox"/> |
| <b>Qty</b>                  | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                                 |                     | <b>Unit Cost</b> | <b>Extended Cost</b>     |
| 81                          | cs          | 56032           | Enchilada, RF Chdr Chs Ls Cabos#64145/CM 144/1.9oz |                     | \$39.2000        | \$3,175.20               |
| 5                           | case        | 59501           | Cheese cheddar shred RF RS, LOL #25104 5#          |                     | \$15.8000        | \$79.00                  |
|                             |             |                 |  | <b>Sales Tax:</b>   |                  | \$0.00                   |
|                             |             |                 |  | <b>P.O. Total:</b>  |                  | \$3,254.20               |
| ASR Food Distributors, Inc. | 140863      | 3/8/2012        | 3/30/2012  |                     |                  | <input type="checkbox"/> |
| <b>Qty</b>                  | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                                 |                     | <b>Unit Cost</b> | <b>Extended Cost</b>     |
| 46                          | cs          | 56201           | Pear Singles Wawona #5958 96 ct.                   |                     | \$23.5300        | \$1,082.38               |
| 55                          | case        | 56401           | Burrito,Bean & Beef W Wheat Los Cabos#93540CN IW   |                     | \$40.1400        | \$2,207.70               |
|                             |             |                 |  | <b>Sales Tax:</b>   |                  | \$0.00                   |
|                             |             |                 |  | <b>P.O. Total:</b>  |                  | \$3,290.08               |
| ASR Food Distributors, Inc. | 140864      | 3/8/2012        | 4/6/2012   |                     |                  | <input type="checkbox"/> |
| <b>Qty</b>                  | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                                 |                     | <b>Unit Cost</b> | <b>Extended Cost</b>     |
| 44                          | case        | 56701           | Chicken, BBQ Teriyaki Lings #8-52724-11102-5 25#   |                     | \$113.0500       | \$4,974.20               |
| 4                           | case        | 59501           | Cheese cheddar shred RF RS, LOL #25104 5#          |                     | \$15.8000        | \$63.20                  |
|                             |             |                 |  | <b>Sales Tax:</b>   |                  | \$0.00                   |
|                             |             |                 |  | <b>P.O. Total:</b>  |                  | \$5,037.40               |
| ASR Food Distributors, Inc. | 140876      | 3/8/2012        | 4/20/2012  |                     |                  | <input type="checkbox"/> |
| <b>Qty</b>                  | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                                 |                     | <b>Unit Cost</b> | <b>Extended Cost</b>     |
| 5                           | cs          | 30048           | Weiner Dbl Mini-dog Chckn #60003 50/cs Michael B   |                     | \$41.6000        | \$208.00                 |
|                             |             |                 |  | <b>Sales Tax:</b>   |                  | \$0.00                   |
|                             |             |                 |  | <b>P.O. Total:</b>  |                  | \$208.00                 |
| ASR Food Distributors, Inc. | 140880      | 3/9/2012        | 3/12/2012  |                     |                  | <input type="checkbox"/> |
| <b>Qty</b>                  | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                                 |                     | <b>Unit Cost</b> | <b>Extended Cost</b>     |
| 10                          | lb          | 999213          | Lettuce, Shredded 5#/bag #30823                    |                     | \$0.6200         | \$6.20                   |
|                             |             |                 |  | <b>Sales Tax:</b>   |                  | \$0.00                   |
|                             |             |                 |  | <b>P.O. Total:</b>  |                  | \$6.20                   |
| ASR Food Distributors, Inc. | 140881      | 3/9/2012        | 3/13/2012  |                     |                  | <input type="checkbox"/> |
| <b>Qty</b>                  | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                                 |                     | <b>Unit Cost</b> | <b>Extended Cost</b>     |

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## Fullerton School District

Show all data where the Order Date is between 2/22/2012 and 3/12/2012

| Vendor Name                 | PO No.      | P.O. Date       | Date Needed                              | Revised Needed Date | Account No.          | Use Vendor Numbers       |
|-----------------------------|-------------|-----------------|--|---------------------|----------------------|--------------------------|
| ASR Food Distributors, Inc. | 140881      | 3/9/2012        | 3/13/2012                                |                     |                      | <input type="checkbox"/> |
| <b>Qty</b>                  | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                       |                     | <b>Unit Cost</b>     | <b>Extended Cost</b>     |
| 10                          | lb          | 999213          | Lettuce, Shredded 5#/bag #30823          |                     | \$0.6200             | \$6.20                   |
|                             |             |                 |  |                     | <b>Sales Tax:</b>    | \$0.00                   |
|                             |             |                 |  |                     | <b>P.O. Total:</b>   | \$6.20                   |
| ASR Food Distributors, Inc. | 140882      | 3/9/2012        | 3/14/2012                                |                     |                      | <input type="checkbox"/> |
| <b>Qty</b>                  | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                       |                     | <b>Unit Cost</b>     | <b>Extended Cost</b>     |
| 10                          | lb          | 999213          | Lettuce, Shredded 5#/bag #30823          |                     | \$0.6200             | \$6.20                   |
|                             |             |                 |  |                     | <b>Sales Tax:</b>    | \$0.00                   |
|                             |             |                 |  |                     | <b>P.O. Total:</b>   | \$6.20                   |
| ASR Food Distributors, Inc. | 140883      | 3/9/2012        | 3/15/2012                                |                     |                      | <input type="checkbox"/> |
| <b>Qty</b>                  | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                       |                     | <b>Unit Cost</b>     | <b>Extended Cost</b>     |
| 10                          | lb          | 999213          | Lettuce, Shredded 5#/bag #30823          |                     | \$0.6200             | \$6.20                   |
|                             |             |                 |  |                     | <b>Sales Tax:</b>    | \$0.00                   |
|                             |             |                 |  |                     | <b>P.O. Total:</b>   | \$6.20                   |
| ASR Food Distributors, Inc. | 140884      | 3/9/2012        | 3/16/2012                                |                     |                      | <input type="checkbox"/> |
| <b>Qty</b>                  | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                       |                     | <b>Unit Cost</b>     | <b>Extended Cost</b>     |
| 10                          | lb          | 999213          | Lettuce, Shredded 5#/bag #30823          |                     | \$0.6200             | \$6.20                   |
|                             |             |                 |  |                     | <b>Sales Tax:</b>    | \$0.00                   |
|                             |             |                 |  |                     | <b>P.O. Total:</b>   | \$6.20                   |
|                             |             |                 |  |                     | <b>Vendor Total:</b> | \$18,936.90              |
|                             |             |                 |  |                     |                      | ^                        |
| Hollandia Dairy             | 140827      | 3/1/2012        | 3/31/2012                                |                     |                      | <input type="checkbox"/> |
| <b>Qty</b>                  | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                       |                     | <b>Unit Cost</b>     | <b>Extended Cost</b>     |
| 8000                        | each        | 997007          | Lowfat 1% Pouch 1/2 PT 3X30 #1321        |                     | \$0.2072             | \$1,657.60               |
| 10000                       | each        | 997009          | CHOC FF Milk Pouch 1/2 PT 3X30 #1401     |                     | \$0.1995             | \$1,995.00               |
| 2000                        | ea          | 997077          | Juice, Orange 4oz #3770                  |                     | \$0.1410             | \$282.00                 |
| 2000                        | ea          | 997022          | Juice, Apple 4oz #3771                   |                     | \$0.1185             | \$237.00                 |
| 2000                        | ea          | 997096          | Juice, Appleberry, 4oz #3772             |                     | \$0.1295             | \$259.00                 |
| 2000                        | ea          | 997025          | Juice, Wildcherry 4oz #3774              |                     | \$0.1175             | \$235.00                 |
| 10                          | cs          | 997031          | Soy Milk 8th Cont Orig. 8oz. 12/cs #7071 |                     | \$8.4000             | \$84.00                  |
|                             |             |                 |  |                     | <b>Sales Tax:</b>    | \$0.00                   |
|                             |             |                 |  |                     | <b>P.O. Total:</b>   | \$4,749.60               |
| Hollandia Dairy             | 140828      | 3/1/2012        | 3/31/2012                                |                     |                      | <input type="checkbox"/> |
| <b>Qty</b>                  | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                       |                     | <b>Unit Cost</b>     | <b>Extended Cost</b>     |
| 8000                        | each        | 997007          | Lowfat 1% Pouch 1/2 PT 3X30 #1321        |                     | \$0.2072             | \$1,657.60               |
| 10000                       | each        | 997009          | CHOC FF Milk Pouch 1/2 PT 3X30 #1401     |                     | \$0.1995             | \$1,995.00               |
| 2000                        | ea          | 997077          | Juice, Orange 4oz #3770                  |                     | \$0.1410             | \$282.00                 |
| 2000                        | ea          | 997022          | Juice, Apple 4oz #3771                   |                     | \$0.1185             | \$237.00                 |
| 2000                        | ea          | 997096          | Juice, Appleberry, 4oz #3772             |                     | \$0.1295             | \$259.00                 |
| 2000                        | ea          | 997025          | Juice, Wildcherry 4oz #3774              |                     | \$0.1175             | \$235.00                 |
| 10                          | cs          | 997031          | Soy Milk 8th Cont Orig. 8oz. 12/cs #7071 |                     | \$8.4000             | \$84.00                  |
|                             |             |                 |  |                     | <b>Sales Tax:</b>    | \$0.00                   |
|                             |             |                 |  |                     | <b>P.O. Total:</b>   | \$4,749.60               |
| Hollandia Dairy             | 140829      | 3/1/2012        | 3/31/2012                                |                     |                      | <input type="checkbox"/> |
| <b>Qty</b>                  | <b>Unit</b> | <b>Item No.</b> | <b>Description</b>                       |                     | <b>Unit Cost</b>     | <b>Extended Cost</b>     |
| 8000                        | each        | 997007          | Lowfat 1% Pouch 1/2 PT 3X30 #1321        |                     | \$0.2072             | \$1,657.60               |
| 10000                       | each        | 997009          | CHOC FF Milk Pouch 1/2 PT 3X30 #1401     |                     | \$0.1995             | \$1,995.00               |
| 2000                        | ea          | 997077          | Juice, Orange 4oz #3770                  |                     | \$0.1410             | \$282.00                 |

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| Vendor Name     | PO No. | P.O. Date | Date Needed                              | Revised Needed Date | Account No.        | Use Vendor Numbers       |
|-----------------|--------|-----------|--|---------------------|--------------------|--------------------------|
| Hollandia Dairy | 140829 | 3/1/2012  | 3/31/2012                                |                     |                    | <input type="checkbox"/> |
| Qty             | Unit   | Item No.  | Description                              | Unit Cost           | Extended Cost      |                          |
| 2000            | ea     | 997022    | Juice, Apple 4oz #3771                   | \$0.1185            | \$237.00           |                          |
| 2000            | ea     | 997096    | Juice, Appleberry, 4oz #3772             | \$0.1295            | \$259.00           |                          |
| 2000            | ea     | 997025    | Juice, Wildcherry 4oz #3774              | \$0.1175            | \$235.00           |                          |
| 10              | cs     | 997031    | Soy Milk 8th Cont Orig. 8oz. 12/cs #7071 | \$8.4000            | \$84.00            |                          |
|                 |        |           |  |                     | <b>Sales Tax:</b>  | \$0.00                   |
|                 |        |           |  |                     | <b>P.O. Total:</b> | \$4,749.60               |
| Hollandia Dairy | 140830 | 3/1/2012  | 3/31/2012                                |                     |                    | <input type="checkbox"/> |
| Qty             | Unit   | Item No.  | Description                              | Unit Cost           | Extended Cost      |                          |
| 8000            | each   | 997007    | Lowfat 1% Pouch 1/2 PT 3X30 #1321        | \$0.2072            | \$1,657.60         |                          |
| 10000           | each   | 997009    | CHOC FF Milk Pouch 1/2 PT 3X30 #1401     | \$0.1995            | \$1,995.00         |                          |
| 2000            | ea     | 997077    | Juice, Orange 4oz #3770                  | \$0.1410            | \$282.00           |                          |
| 2000            | ea     | 997022    | Juice, Apple 4oz #3771                   | \$0.1185            | \$237.00           |                          |
| 2000            | ea     | 997096    | Juice, Appleberry, 4oz #3772             | \$0.1295            | \$259.00           |                          |
| 2000            | ea     | 997025    | Juice, Wildcherry 4oz #3774              | \$0.1175            | \$235.00           |                          |
| 10              | cs     | 997031    | Soy Milk 8th Cont Orig. 8oz. 12/cs #7071 | \$8.4000            | \$84.00            |                          |
|                 |        |           |  |                     | <b>Sales Tax:</b>  | \$0.00                   |
|                 |        |           |  |                     | <b>P.O. Total:</b> | \$4,749.60               |
| Hollandia Dairy | 140831 | 3/1/2012  | 3/31/2012                                |                     |                    | <input type="checkbox"/> |
| Qty             | Unit   | Item No.  | Description                              | Unit Cost           | Extended Cost      |                          |
| 8000            | each   | 997007    | Lowfat 1% Pouch 1/2 PT 3X30 #1321        | \$0.2072            | \$1,657.60         |                          |
| 10000           | each   | 997009    | CHOC FF Milk Pouch 1/2 PT 3X30 #1401     | \$0.1995            | \$1,995.00         |                          |
| 2000            | ea     | 997077    | Juice, Orange 4oz #3770                  | \$0.1410            | \$282.00           |                          |
| 2000            | ea     | 997022    | Juice, Apple 4oz #3771                   | \$0.1185            | \$237.00           |                          |
| 2000            | ea     | 997096    | Juice, Appleberry, 4oz #3772             | \$0.1295            | \$259.00           |                          |
| 2000            | ea     | 997025    | Juice, Wildcherry 4oz #3774              | \$0.1175            | \$235.00           |                          |
| 10              | cs     | 997031    | Soy Milk 8th Cont Orig. 8oz. 12/cs #7071 | \$8.4000            | \$84.00            |                          |
|                 |        |           |  |                     | <b>Sales Tax:</b>  | \$0.00                   |
|                 |        |           |  |                     | <b>P.O. Total:</b> | \$4,749.60               |
| Hollandia Dairy | 140832 | 3/1/2012  | 3/31/2012                                |                     |                    | <input type="checkbox"/> |
| Qty             | Unit   | Item No.  | Description                              | Unit Cost           | Extended Cost      |                          |
| 8000            | each   | 997007    | Lowfat 1% Pouch 1/2 PT 3X30 #1321        | \$0.2072            | \$1,657.60         |                          |
| 10000           | each   | 997009    | CHOC FF Milk Pouch 1/2 PT 3X30 #1401     | \$0.1995            | \$1,995.00         |                          |
| 2000            | ea     | 997077    | Juice, Orange 4oz #3770                  | \$0.1410            | \$282.00           |                          |
| 2000            | ea     | 997022    | Juice, Apple 4oz #3771                   | \$0.1185            | \$237.00           |                          |
| 2000            | ea     | 997096    | Juice, Appleberry, 4oz #3772             | \$0.1295            | \$259.00           |                          |
| 2000            | ea     | 997025    | Juice, Wildcherry 4oz #3774              | \$0.1175            | \$235.00           |                          |
| 10              | cs     | 997031    | Soy Milk 8th Cont Orig. 8oz. 12/cs #7071 | \$8.4000            | \$84.00            |                          |
|                 |        |           |  |                     | <b>Sales Tax:</b>  | \$0.00                   |
|                 |        |           |  |                     | <b>P.O. Total:</b> | \$4,749.60               |
| Hollandia Dairy | 140833 | 3/1/2012  | 3/31/2012                                |                     |                    | <input type="checkbox"/> |
| Qty             | Unit   | Item No.  | Description                              | Unit Cost           | Extended Cost      |                          |
| 8000            | each   | 997007    | Lowfat 1% Pouch 1/2 PT 3X30 #1321        | \$0.2072            | \$1,657.60         |                          |
| 10000           | each   | 997009    | CHOC FF Milk Pouch 1/2 PT 3X30 #1401     | \$0.1995            | \$1,995.00         |                          |
| 2000            | ea     | 997077    | Juice, Orange 4oz #3770                  | \$0.1410            | \$282.00           |                          |
| 2000            | ea     | 997022    | Juice, Apple 4oz #3771                   | \$0.1185            | \$237.00           |                          |
| 2000            | ea     | 997096    | Juice, Appleberry, 4oz #3772             | \$0.1295            | \$259.00           |                          |
| 2000            | ea     | 997025    | Juice, Wildcherry 4oz #3774              | \$0.1175            | \$235.00           |                          |
| 10              | cs     | 997031    | Soy Milk 8th Cont Orig. 8oz. 12/cs #7071 | \$8.4000            | \$84.00            |                          |
|                 |        |           |  |                     | <b>Sales Tax:</b>  | \$0.00                   |
|                 |        |           |  |                     | <b>P.O. Total:</b> | \$4,749.60               |

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| Vendor Name     | PO No. | P.O. Date | Date Needed                              | Revised Needed Date | Account No.        | Use Vendor Numbers       |
|-----------------|--------|-----------|--|---------------------|--------------------|--------------------------|
| Hollandia Dairy | 140834 | 3/1/2012  | 3/31/2012                                |                     |                    | <input type="checkbox"/> |
| Qty             | Unit   | Item No.  | Description                              | Unit Cost           | Extended Cost      |                          |
| 8000            | each   | 997007    | Lowfat 1% Pouch 1/2 PT 3X30 #1321        | \$0.2072            | \$1,657.60         |                          |
| 10000           | each   | 997009    | CHOC FF Milk Pouch 1/2 PT 3X30 #1401     | \$0.1995            | \$1,995.00         |                          |
| 2000            | ea     | 997077    | Juice, Orange 4oz #3770                  | \$0.1410            | \$282.00           |                          |
| 2000            | ea     | 997022    | Juice, Apple 4oz #3771                   | \$0.1185            | \$237.00           |                          |
| 2000            | ea     | 997096    | Juice, Appleberry, 4oz #3772             | \$0.1295            | \$259.00           |                          |
| 2000            | ea     | 997025    | Juice, Wildcherry 4oz #3774              | \$0.1175            | \$235.00           |                          |
| 10              | cs     | 997031    | Soy Milk 8th Cont Orig. 8oz. 12/cs #7071 | \$8.4000            | \$84.00            |                          |
|                 |        |           |  |                     | <b>Sales Tax:</b>  | \$0.00                   |
|                 |        |           |  |                     | <b>P.O. Total:</b> | \$4,749.60               |
| Hollandia Dairy | 140835 | 3/1/2012  | 3/31/2012                                |                     |                    | <input type="checkbox"/> |
| Qty             | Unit   | Item No.  | Description                              | Unit Cost           | Extended Cost      |                          |
| 8000            | each   | 997007    | Lowfat 1% Pouch 1/2 PT 3X30 #1321        | \$0.2072            | \$1,657.60         |                          |
| 10000           | each   | 997009    | CHOC FF Milk Pouch 1/2 PT 3X30 #1401     | \$0.1995            | \$1,995.00         |                          |
| 2000            | ea     | 997077    | Juice, Orange 4oz #3770                  | \$0.1410            | \$282.00           |                          |
| 2000            | ea     | 997022    | Juice, Apple 4oz #3771                   | \$0.1185            | \$237.00           |                          |
| 2000            | ea     | 997096    | Juice, Appleberry, 4oz #3772             | \$0.1295            | \$259.00           |                          |
| 2000            | ea     | 997025    | Juice, Wildcherry 4oz #3774              | \$0.1175            | \$235.00           |                          |
| 10              | cs     | 997031    | Soy Milk 8th Cont Orig. 8oz. 12/cs #7071 | \$8.4000            | \$84.00            |                          |
|                 |        |           |  |                     | <b>Sales Tax:</b>  | \$0.00                   |
|                 |        |           |  |                     | <b>P.O. Total:</b> | \$4,749.60               |
| Hollandia Dairy | 140836 | 3/1/2012  | 3/31/2012                                |                     |                    | <input type="checkbox"/> |
| Qty             | Unit   | Item No.  | Description                              | Unit Cost           | Extended Cost      |                          |
| 15000           | each   | 997007    | Lowfat 1% Pouch 1/2 PT 3X30 #1321        | \$0.2072            | \$3,108.00         |                          |
| 15000           | each   | 997009    | CHOC FF Milk Pouch 1/2 PT 3X30 #1401     | \$0.1995            | \$2,992.50         |                          |
| 3000            | ea     | 997077    | Juice, Orange 4oz #3770                  | \$0.1410            | \$423.00           |                          |
| 3000            | ea     | 997022    | Juice, Apple 4oz #3771                   | \$0.1185            | \$355.50           |                          |
| 3000            | ea     | 997096    | Juice, Appleberry, 4oz #3772             | \$0.1295            | \$388.50           |                          |
| 3000            | ea     | 997025    | Juice, Wildcherry 4oz #3774              | \$0.1175            | \$352.50           |                          |
| 10              | cs     | 997031    | Soy Milk 8th Cont Orig. 8oz. 12/cs #7071 | \$8.4000            | \$84.00            |                          |
|                 |        |           |  |                     | <b>Sales Tax:</b>  | \$0.00                   |
|                 |        |           |  |                     | <b>P.O. Total:</b> | \$7,704.00               |
| Hollandia Dairy | 140837 | 3/1/2012  | 3/31/2012                                |                     |                    | <input type="checkbox"/> |
| Qty             | Unit   | Item No.  | Description                              | Unit Cost           | Extended Cost      |                          |
| 8000            | each   | 997007    | Lowfat 1% Pouch 1/2 PT 3X30 #1321        | \$0.2072            | \$1,657.60         |                          |
| 10000           | each   | 997009    | CHOC FF Milk Pouch 1/2 PT 3X30 #1401     | \$0.1995            | \$1,995.00         |                          |
| 2000            | ea     | 997077    | Juice, Orange 4oz #3770                  | \$0.1410            | \$282.00           |                          |
| 2000            | ea     | 997022    | Juice, Apple 4oz #3771                   | \$0.1185            | \$237.00           |                          |
| 2000            | ea     | 997096    | Juice, Appleberry, 4oz #3772             | \$0.1295            | \$259.00           |                          |
| 2000            | ea     | 997025    | Juice, Wildcherry 4oz #3774              | \$0.1175            | \$235.00           |                          |
| 10              | cs     | 997031    | Soy Milk 8th Cont Orig. 8oz. 12/cs #7071 | \$8.4000            | \$84.00            |                          |
|                 |        |           |  |                     | <b>Sales Tax:</b>  | \$0.00                   |
|                 |        |           |  |                     | <b>P.O. Total:</b> | \$4,749.60               |
| Hollandia Dairy | 140838 | 3/1/2012  | 3/31/2012                                |                     |                    | <input type="checkbox"/> |
| Qty             | Unit   | Item No.  | Description                              | Unit Cost           | Extended Cost      |                          |
| 8000            | each   | 997007    | Lowfat 1% Pouch 1/2 PT 3X30 #1321        | \$0.2072            | \$1,657.60         |                          |
| 10000           | each   | 997009    | CHOC FF Milk Pouch 1/2 PT 3X30 #1401     | \$0.1995            | \$1,995.00         |                          |
| 2000            | ea     | 997077    | Juice, Orange 4oz #3770                  | \$0.1410            | \$282.00           |                          |
| 2000            | ea     | 997022    | Juice, Apple 4oz #3771                   | \$0.1185            | \$237.00           |                          |
| 2000            | ea     | 997096    | Juice, Appleberry, 4oz #3772             | \$0.1295            | \$259.00           |                          |
| 2000            | ea     | 997025    | Juice, Wildcherry 4oz #3774              | \$0.1175            | \$235.00           |                          |
| 10              | cs     | 997031    | Soy Milk 8th Cont Orig. 8oz. 12/cs #7071 | \$8.4000            | \$84.00            |                          |

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 2/22/2012 and 3/12/2012

| Vendor Name     | PO No. | P.O. Date | Date Needed                              | Revised Needed Date | Account No.   | Use Vendor Numbers            |
|-----------------|--------|-----------|--|---------------------|---------------|-------------------------------|
| Hollandia Dairy | 140838 | 3/1/2012  | 3/31/2012                                |                     |               | <input type="checkbox"/>      |
| Qty             | Unit   | Item No.  | Description                              | Unit Cost           | Extended Cost |                               |
|                 |        |           |  |                     |               | <b>Sales Tax:</b> \$0.00      |
|                 |        |           |  |                     |               | <b>P.O. Total:</b> \$4,749.60 |
| Hollandia Dairy | 140839 | 3/1/2012  | 3/31/2012                                |                     |               | <input type="checkbox"/>      |
| Qty             | Unit   | Item No.  | Description                              | Unit Cost           | Extended Cost |                               |
| 8000            | each   | 997007    | Lowfat 1% Pouch 1/2 PT 3X30 #1321        | \$0.2072            | \$1,657.60    |                               |
| 10000           | each   | 997009    | CHOC FF Milk Pouch 1/2 PT 3X30 #1401     | \$0.1995            | \$1,995.00    |                               |
| 2000            | ea     | 997077    | Juice, Orange 4oz #3770                  | \$0.1410            | \$282.00      |                               |
| 2000            | ea     | 997022    | Juice, Apple 4oz #3771                   | \$0.1185            | \$237.00      |                               |
| 2000            | ea     | 997096    | Juice, Appleberry, 4oz #3772             | \$0.1295            | \$259.00      |                               |
| 2000            | ea     | 997025    | Juice, Wildcherry 4oz #3774              | \$0.1175            | \$235.00      |                               |
| 10              | cs     | 997031    | Soy Milk 8th Cont Orig. 8oz. 12/cs #7071 | \$8.4000            | \$84.00       |                               |
|                 |        |           |  |                     |               | <b>Sales Tax:</b> \$0.00      |
|                 |        |           |  |                     |               | <b>P.O. Total:</b> \$4,749.60 |
| Hollandia Dairy | 140840 | 3/1/2012  | 3/31/2012                                |                     |               | <input type="checkbox"/>      |
| Qty             | Unit   | Item No.  | Description                              | Unit Cost           | Extended Cost |                               |
| 8000            | each   | 997007    | Lowfat 1% Pouch 1/2 PT 3X30 #1321        | \$0.2072            | \$1,657.60    |                               |
| 10000           | each   | 997009    | CHOC FF Milk Pouch 1/2 PT 3X30 #1401     | \$0.1995            | \$1,995.00    |                               |
| 2000            | ea     | 997077    | Juice, Orange 4oz #3770                  | \$0.1410            | \$282.00      |                               |
| 2000            | ea     | 997022    | Juice, Apple 4oz #3771                   | \$0.1185            | \$237.00      |                               |
| 2000            | ea     | 997096    | Juice, Appleberry, 4oz #3772             | \$0.1295            | \$259.00      |                               |
| 2000            | ea     | 997025    | Juice, Wildcherry 4oz #3774              | \$0.1175            | \$235.00      |                               |
| 10              | cs     | 997031    | Soy Milk 8th Cont Orig. 8oz. 12/cs #7071 | \$8.4000            | \$84.00       |                               |
|                 |        |           |  |                     |               | <b>Sales Tax:</b> \$0.00      |
|                 |        |           |  |                     |               | <b>P.O. Total:</b> \$4,749.60 |
| Hollandia Dairy | 140841 | 3/1/2012  | 3/31/2012                                |                     |               | <input type="checkbox"/>      |
| Qty             | Unit   | Item No.  | Description                              | Unit Cost           | Extended Cost |                               |
| 20000           | each   | 997007    | Lowfat 1% Pouch 1/2 PT 3X30 #1321        | \$0.2072            | \$4,144.00    |                               |
| 10000           | each   | 997009    | CHOC FF Milk Pouch 1/2 PT 3X30 #1401     | \$0.1995            | \$1,995.00    |                               |
| 2000            | ea     | 997077    | Juice, Orange 4oz #3770                  | \$0.1410            | \$282.00      |                               |
| 2000            | ea     | 997022    | Juice, Apple 4oz #3771                   | \$0.1185            | \$237.00      |                               |
| 2000            | ea     | 997096    | Juice, Appleberry, 4oz #3772             | \$0.1295            | \$259.00      |                               |
| 2000            | ea     | 997025    | Juice, Wildcherry 4oz #3774              | \$0.1175            | \$235.00      |                               |
| 10              | cs     | 997031    | Soy Milk 8th Cont Orig. 8oz. 12/cs #7071 | \$8.4000            | \$84.00       |                               |
|                 |        |           |  |                     |               | <b>Sales Tax:</b> \$0.00      |
|                 |        |           |  |                     |               | <b>P.O. Total:</b> \$7,236.00 |
| Hollandia Dairy | 140842 | 3/1/2012  | 3/31/2012                                |                     |               | <input type="checkbox"/>      |
| Qty             | Unit   | Item No.  | Description                              | Unit Cost           | Extended Cost |                               |
| 8000            | each   | 997007    | Lowfat 1% Pouch 1/2 PT 3X30 #1321        | \$0.2072            | \$1,657.60    |                               |
| 10000           | each   | 997009    | CHOC FF Milk Pouch 1/2 PT 3X30 #1401     | \$0.1995            | \$1,995.00    |                               |
| 2000            | ea     | 997077    | Juice, Orange 4oz #3770                  | \$0.1410            | \$282.00      |                               |
| 2000            | ea     | 997022    | Juice, Apple 4oz #3771                   | \$0.1185            | \$237.00      |                               |
| 2000            | ea     | 997096    | Juice, Appleberry, 4oz #3772             | \$0.1295            | \$259.00      |                               |
| 2000            | ea     | 997025    | Juice, Wildcherry 4oz #3774              | \$0.1175            | \$235.00      |                               |
| 10              | cs     | 997031    | Soy Milk 8th Cont Orig. 8oz. 12/cs #7071 | \$8.4000            | \$84.00       |                               |
|                 |        |           |  |                     |               | <b>Sales Tax:</b> \$0.00      |
|                 |        |           |  |                     |               | <b>P.O. Total:</b> \$4,749.60 |
| Hollandia Dairy | 140843 | 3/1/2012  | 3/31/2012                                |                     |               | <input type="checkbox"/>      |
| Qty             | Unit   | Item No.  | Description                              | Unit Cost           | Extended Cost |                               |
| 8000            | each   | 997007    | Lowfat 1% Pouch 1/2 PT 3X30 #1321        | \$0.2072            | \$1,657.60    |                               |
| 10000           | each   | 997009    | CHOC FF Milk Pouch 1/2 PT 3X30 #1401     | \$0.1995            | \$1,995.00    |                               |



# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 2/22/2012 and 3/12/2012

| Vendor Name     | PO No. | P.O. Date | Date Needed                               | Revised Needed Date | Account No.        | Use Vendor Numbers       |
|-----------------|--------|-----------|---|---------------------|--------------------|--------------------------|
| Hollandia Dairy | 140843 | 3/1/2012  | 3/31/2012                                 |                     |                    | <input type="checkbox"/> |
| Qty             | Unit   | Item No.  | Description                               | Unit Cost           | Extended Cost      |                          |
| 2000            | ea     | 997077    | Juice, Orange 4oz #3770                   | \$0.1410            | \$282.00           |                          |
| 2000            | ea     | 997022    | Juice, Apple 4oz #3771                    | \$0.1185            | \$237.00           |                          |
| 2000            | ea     | 997096    | Juice, Appleberry, 4oz #3772              | \$0.1295            | \$259.00           |                          |
| 2000            | ea     | 997025    | Juice, Wildcherry 4oz #3774               | \$0.1175            | \$235.00           |                          |
| 10              | cs     | 997031    | Soy Milk 8th Cont Orig. 8oz. 12/cs #7071  | \$8.4000            | \$84.00            |                          |
|                 |        |           |   |                     | <b>Sales Tax:</b>  | \$0.00                   |
|                 |        |           |   |                     | <b>P.O. Total:</b> | \$4,749.60               |
| Hollandia Dairy | 140844 | 3/1/2012  | 3/31/2012                                 |                     |                    | <input type="checkbox"/> |
| Qty             | Unit   | Item No.  | Description                               | Unit Cost           | Extended Cost      |                          |
| 8000            | each   | 997007    | Lowfat 1% Pouch 1/2 PT 3X30 #1321         | \$0.2072            | \$1,657.60         |                          |
| 10000           | each   | 997009    | CHOC FF Milk Pouch 1/2 PT 3X30 #1401      | \$0.1995            | \$1,995.00         |                          |
| 2000            | ea     | 997077    | Juice, Orange 4oz #3770                   | \$0.1410            | \$282.00           |                          |
| 2000            | ea     | 997022    | Juice, Apple 4oz #3771                    | \$0.1185            | \$237.00           |                          |
| 2000            | ea     | 997096    | Juice, Appleberry, 4oz #3772              | \$0.1295            | \$259.00           |                          |
| 2000            | ea     | 997025    | Juice, Wildcherry 4oz #3774               | \$0.1175            | \$235.00           |                          |
| 10              | cs     | 997031    | Soy Milk 8th Cont Orig. 8oz. 12/cs #7071  | \$8.4000            | \$84.00            |                          |
|                 |        |           |   |                     | <b>Sales Tax:</b>  | \$0.00                   |
|                 |        |           |   |                     | <b>P.O. Total:</b> | \$4,749.60               |
| Hollandia Dairy | 140845 | 3/1/2012  | 3/31/2012                                 |                     |                    | <input type="checkbox"/> |
| Qty             | Unit   | Item No.  | Description                               | Unit Cost           | Extended Cost      |                          |
| 8000            | each   | 997007    | Lowfat 1% Pouch 1/2 PT 3X30 #1321         | \$0.2072            | \$1,657.60         |                          |
| 10000           | each   | 997009    | CHOC FF Milk Pouch 1/2 PT 3X30 #1401      | \$0.1995            | \$1,995.00         |                          |
| 2000            | ea     | 997077    | Juice, Orange 4oz #3770                   | \$0.1410            | \$282.00           |                          |
| 2000            | ea     | 997022    | Juice, Apple 4oz #3771                    | \$0.1185            | \$237.00           |                          |
| 2000            | ea     | 997096    | Juice, Appleberry, 4oz #3772              | \$0.1295            | \$259.00           |                          |
| 2000            | ea     | 997025    | Juice, Wildcherry 4oz #3774               | \$0.1175            | \$235.00           |                          |
| 10              | cs     | 997031    | Soy Milk 8th Cont Orig. 8oz. 12/cs #7071  | \$8.4000            | \$84.00            |                          |
|                 |        |           |   |                     | <b>Sales Tax:</b>  | \$0.00                   |
|                 |        |           |   |                     | <b>P.O. Total:</b> | \$4,749.60               |
| Hollandia Dairy | 140846 | 3/1/2012  | 3/31/2012                                 |                     |                    | <input type="checkbox"/> |
| Qty             | Unit   | Item No.  | Description                               | Unit Cost           | Extended Cost      |                          |
| 8000            | each   | 997007    | Lowfat 1% Pouch 1/2 PT 3X30 #1321         | \$0.2072            | \$1,657.60         |                          |
| 10000           | each   | 997009    | CHOC FF Milk Pouch 1/2 PT 3X30 #1401      | \$0.1995            | \$1,995.00         |                          |
| 2000            | ea     | 997077    | Juice, Orange 4oz #3770                   | \$0.1410            | \$282.00           |                          |
| 2000            | ea     | 997022    | Juice, Apple 4oz #3771                    | \$0.1185            | \$237.00           |                          |
| 2000            | ea     | 997096    | Juice, Appleberry, 4oz #3772              | \$0.1295            | \$259.00           |                          |
| 2000            | ea     | 997025    | Juice, Wildcherry 4oz #3774               | \$0.1175            | \$235.00           |                          |
| 10              | cs     | 997031    | Soy Milk 8th Cont Orig. 8oz. 12/cs #7071  | \$8.4000            | \$84.00            |                          |
|                 |        |           |   |                     | <b>Sales Tax:</b>  | \$0.00                   |
|                 |        |           |   |                     | <b>P.O. Total:</b> | \$4,749.60               |
| Hollandia Dairy | 140847 | 3/1/2012  | 3/31/2012                                 |                     |                    | <input type="checkbox"/> |
| Qty             | Unit   | Item No.  | Description                               | Unit Cost           | Extended Cost      |                          |
| 5000            | each   | 997007    | Lowfat 1% Pouch 1/2 PT 3X30 #1321         | \$0.2072            | \$1,036.00         |                          |
| 5000            | each   | 997009    | CHOC FF Milk Pouch 1/2 PT 3X30 #1401      | \$0.1995            | \$997.50           |                          |
| 3000            | ea     | 997077    | Juice, Orange 4oz #3770                   | \$0.1410            | \$423.00           |                          |
| 3000            | ea     | 997022    | Juice, Apple 4oz #3771                    | \$0.1185            | \$355.50           |                          |
| 3000            | ea     | 997096    | Juice, Appleberry, 4oz #3772              | \$0.1295            | \$388.50           |                          |
| 3000            | ea     | 997025    | Juice, Wildcherry 4oz #3774               | \$0.1175            | \$352.50           |                          |
| 10              | cs     | 997031    | Soy Milk 8th Cont Orig. 8oz. 12/cs #7071  | \$8.4000            | \$84.00            |                          |
| 50              | cs     | 997094    | Cottage Cheese, Low Fat, 5lb. #2044, 4/cs | \$8.6264            | \$431.32           |                          |
| 50              | each   | 997014    | Sour Cream 5-LB #2161                     | \$6.1620            | \$308.10           |                          |

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 2/22/2012 and 3/12/2012

| Vendor Name            | PO No. | P.O. Date | Date Needed  | Revised Needed Date | Account No.          | Use Vendor Numbers       |
|------------------------|--------|-----------|--|---------------------|----------------------|--------------------------|
| Hollandia Dairy        | 140847 | 3/1/2012  | 3/31/2012  |                     |                      | <input type="checkbox"/> |
| Qty                    | Unit   | Item No.  | Description  | Unit Cost           | Extended Cost        |                          |
| 50                     | case   | 997093    | Yogurt Yami Asstd 4oz 48/case #2185                | \$15.9824           | \$799.12             |                          |
| 50                     | ea     | 997092    | Yogurt Vanilla 32lb #2700                          | \$31.1916           | \$1,559.58           |                          |
| 50                     | ea     | 997095    | Yogurt, Lowfat Strawberry, 32lb #2705              | \$30.8236           | \$1,541.18           |                          |
| 50                     | case   | 997017    | Cream Cheese 100/1 oz cup/cs #5894                 | \$14.0000           | \$700.00             |                          |
| 10                     | case   | 3427      | Creamer, Coffee H.D. 3/8oz 400/cs                  | \$8.5600            | \$85.60              |                          |
| 10                     | case   | 3435      | Creamer, Frnch Vanlla 1/2oz 288/cs                 | \$18.9200           | \$189.20             |                          |
| 10                     | ea     | 3474      | Mayonnaise, 1 gal                                  | \$12.5000           | \$125.00             |                          |
|                        |        |           |  |                     | Sales Tax:           | \$0.00                   |
|                        |        |           |  |                     | P.O. Total:          | \$9,376.10               |
|                        |        |           |  |                     | <b>Vendor Total:</b> | <b>\$109,808.90</b>      |
| ^                      |        |           |  |                     |                      |                          |
| U.S. Foodservice, Inc. | 140814 | 2/22/2012 | 2/22/2012  |                     |                      | <input type="checkbox"/> |
| Qty                    | Unit   | Item No.  | Description  | Unit Cost           | Extended Cost        |                          |
| 1                      | case   | 4320      | Dressing, Creamy Italian USF#2087732 4/1 gal       | \$31.4100           | \$31.41              |                          |
|                        |        |           |  |                     | Sales Tax:           | \$0.00                   |
|                        |        |           |  |                     | P.O. Total:          | <del>-\$31.41</del>      |
| <u>VOIDED</u>          |        |           |  |                     |                      |                          |
| U.S. Foodservice, Inc. | 140819 | 2/24/2012 | 2/29/2012  |                     |                      | <input type="checkbox"/> |
| Qty                    | Unit   | Item No.  | Description  | Unit Cost           | Extended Cost        |                          |
| 5                      | case   | 70104     | Sponge w/ Scrbr Nyl #9522350 20/cs                 | \$18.4700           | \$92.35              |                          |
| 36                     | case   | 3002      | Cereal,CinnaToast R/Sugar GenMills#9491895 96/cs   | \$22.1900           | \$798.84             |                          |
| 36                     | case   | 3005      | Cereal,Cocoa Puffs Rd/Sugar GenMills#9526567 96/cs | \$22.1900           | \$798.84             |                          |
|                        |        |           |  |                     | Sales Tax:           | \$7.16                   |
|                        |        |           |  |                     | P.O. Total:          | \$1,697.19               |
| U.S. Foodservice, Inc. | 140851 | 3/1/2012  | 3/14/2012  |                     |                      | <input type="checkbox"/> |
| Qty                    | Unit   | Item No.  | Description  | Unit Cost           | Extended Cost        |                          |
| 5                      | case   | 4205      | Catsup Del Monte # 401442 Red Gold 6/#10/cs        | \$24.4100           | \$122.05             |                          |
|                        |        |           |  |                     | Sales Tax:           | \$0.00                   |
|                        |        |           |  |                     | P.O. Total:          | \$122.05                 |
| U.S. Foodservice, Inc. | 140867 | 3/8/2012  | 3/14/2012  |                     |                      | <input type="checkbox"/> |
| Qty                    | Unit   | Item No.  | Description  | Unit Cost           | Extended Cost        |                          |
| 3                      | case   | 20011     | Olive Blk Pitted Med #263826 Jackpot 6/#10/cs      | \$34.6500           | \$103.95             |                          |
|                        |        |           |  |                     | Sales Tax:           | \$0.00                   |
|                        |        |           |  |                     | P.O. Total:          | \$103.95                 |
| U.S. Foodservice, Inc. | 140872 | 3/8/2012  | 4/6/2012   |                     |                      | <input type="checkbox"/> |
| Qty                    | Unit   | Item No.  | Description  | Unit Cost           | Extended Cost        |                          |
| 26                     | case   | 8001      | Shell Taco, Corn #3351095 Mission, 5" 200/case     | \$10.3700           | \$269.62             |                          |
|                        |        |           |  |                     | Sales Tax:           | \$0.00                   |
|                        |        |           |  |                     | P.O. Total:          | \$269.62                 |
| U.S. Foodservice, Inc. | 140877 | 3/8/2012  | 4/18/2012  |                     |                      | <input type="checkbox"/> |
| Qty                    | Unit   | Item No.  | Description  | Unit Cost           | Extended Cost        |                          |
| 28                     | case   | 3120      | Pudding, Chocolate, Value Line 6/#10               | \$26.3600           | \$738.08             |                          |
|                        |        |           |  |                     | Sales Tax:           | \$0.00                   |
|                        |        |           |  |                     | P.O. Total:          | \$738.08                 |

# Purchase Orders - Detail

## Fullerton School District

Show all data where the Order Date is between 2/22/2012 and 3/12/2012

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

Vendor Total: ~~\$2,962.30~~  
#2,930.89

Old Grove Orange, Inc.                      140816    2/22/2012    2/27/2012

| Qty | Unit | Item No. | Description                         | Unit Cost | Extended Cost |
|-----|------|----------|-------------------------------------|-----------|---------------|
| 36  | case | 1        | Cucumbers, Baby (Persian) 130-150ct | \$31.0000 | \$1,116.00    |

Sales Tax: \$0.00

P.O. Total: \$1,116.00

Vendor Total: \$1,116.00

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^

GRAND TOTAL # 396,061.41

CONSENT ITEM

**DATE:** April 3, 2012

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

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

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

**SUBJECT:** APPROVE/RATIFY WARRANTS NUMBERED 82297 THROUGH 82593 FOR THE 2011/2012 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 82297 through 82593 for the 2011/2012 school year totaling \$840,354.56. Warrants are issued by school districts as payment for goods and services.

| <u>Fund</u>                       | <u>Amount</u> |
|-----------------------------------|---------------|
| 01 General Fund                   | \$746,723.15  |
| 12 Child Development              | 7,121.79      |
| 14 Deferred Maintenance           | 16,270.72     |
| 21 Building Fund                  | 94.27         |
| 25 Capital Facilities             | 13,568.96     |
| 68 Workers' Compensation          | 41,597.03     |
| 81 Property / Liability Insurance | 14,978.64     |
| Total                             | \$840,354.56  |

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 82297 through 82593 for the 2011/2012 school year.

SH:SM:ca

CONSENT ITEM

**DATE:** April 3, 2012  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**PREPARED BY:** Amanda Colón, Director, Nutrition Services  
**SUBJECT:** APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 8841 THROUGH 8907 FOR THE 2011/2012 SCHOOL YEAR

Background: Board approval is requested for Nutrition Services warrants numbered 8841 through 8907 for the 2011/2012 school year. The total amount presented for approval is \$203,855.49. Warrant numbered 8862 was voided.

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 8841 through 8907 for the 2011/2012 school year.

SH:AC:dlh

CONSENT ITEM

**DATE:** April 3, 2012  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Kathleen Carroll, Director, Classified Personnel Services  
**SUBJECT:** APPROVE CLASSIFIED TUITION REIMBURSEMENT

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

Mary Dardis (Instructional Assistant/Regular) - Class taken at Irvine Valley College:

HD 145 Language and Literacy  
Total amount payable \$142.76

Erika Gomez (Social Service Assistant) – Class taken at Chapman University  
SOC 201-01 Social Research Design

Total amount payable \$500.00

Guillermo Melendez (HVAC Technician) – Class taken at Mount San Antonio College:

AIRC 10 Tech Math A/C and Refrigeration  
Total amount payable \$86.00

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

Funding: Employee reimbursements are funded from the District's tuition reimbursement budget number 0152258749-5885 for the 2011/2012 fiscal year. \$5,000.00 is a contract language mandate and is budgeted annually for such expenses.

Recommendation: Approve Classified tuition reimbursement.

MLD:KC:ph

CONSENT ITEM

**DATE:** April 3, 2012  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Kathleen Carroll, 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 March 12, 2012.

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.

KC:ph  
Attachments

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
PRESENTED TO THE PERSONNEL COMMISSION: 03/12/2012  
PRESENTED TO THE BOARD OF TRUSTEES: 04/03/2012

| First Name | Last Name         | Classification           | Action                                 | Effective | Site | Hours   | Program | Range   |
|------------|-------------------|--------------------------|--|-----------|------|---------|---------|---------|
| Juliet     | Knight            | Instr. Asst./SE II B     | Amend effective date of reduc. of hrs. | 02/06/12  | 15   | 3.00    | 128     | B14/5   |
| Maria E.   | Quinones          | Bus Driver               | Amend resignation date from 2/7/12     | 02/02/12  | 56   | 24.7/wk | 565/566 | B21/6   |
| Danielle   | Ortega            | Instr. Asst./Rec.        | Change last name from Dorse            | 03/09/12  | 60   | 19.5/wk | 85      | B11/3   |
| Teresa     | Perkins           | Playground Sup.          | Change to regular status               | 02/21/12  | 30   | 1.20    | 100     | B11/1   |
| Tina       | Johnson           | Playground Sup./sub      | Change to substitute status            | 02/23/12  | 18   |         | 100     | B11/1   |
| Nellie     | Louise            | Playground Sup./sub      | Change to substitute status            | 02/17/12  | 30   |         | 100     | B11/1   |
| Mayra      | Zavala            | After School Site Lead   | FMLA 2/27-3/9/12                       | 02/27/12  | 60   | 8.00    | 329     | B18/6   |
| Robert     | Urenda            | Bus Driver               | Hire probationary status               | 02/22/12  | 56   | 25.4/wk | 565/566 | B21/1   |
| Jennifer   | de Gala           | Clerical Asst. II        | Hire probationary status               | 02/17/12  | 15   | 8.00    | 403     | B19/1   |
| Rocio      | Rodriguez         | Clerical Asst. II/BB     | Hire probationary status               | 03/05/12  | 28   | 3.75    | 403     | B20/1   |
| Marcial    | Escobar           | Instr. Asst./Rec.        | Hire probationary status               | 03/13/12  | 29   | 6.25/wk | 302     | B11/1   |
| Jerrick    | O'Conner          | Instr. Asst./Rec.        | Hire probationary status               | 02/23/12  | 30   | 14.0/wk | 302/341 | B11/1   |
| Edgar      | Espinoza          | Instr. Asst./Reg.        | Hire probationary status               | 02/27/12  | 28   | 3.00    | 117     | B11/1   |
| Jenine     | Davis             | Instr. Asst./SE I        | Hire probationary status               | 03/07/12  | 12   | 3.00    | 242     | B14/1   |
| Francilia  | Ortega            | Instr. Asst./SE II B     | Hire probationary status               | 03/08/12  | 12   | 6.00    | 505     | B14/1   |
| Jeanette   | Valenzuela        | AVID Tutor               | Hire regular status                    | 02/06/12  | 20   | 6.0/wk  | 212     | \$10.00 |
| Chris      | Hunter            | Clerical Asst. II/sub    | Hire substitute status                 | 02/06/12  | 99   |         | 999     | B19/1   |
| Stacy      | Rath              | Clerical Asst. II/sub    | Hire substitute status                 | 02/24/12  | 99   |         | 999     | B19/1   |
| Dustin     | Emerson           | Custodian I/sub          | Hire substitute status                 | 02/06/12  | 53   |         | 542     | B17/1   |
| Ralph      | Encinas           | Custodian I/sub          | Hire substitute status                 | 02/07/12  | 53   |         | 542     | B17/1   |
| Rafael     | Garcia Guerrero   | Custodian I/sub          | Hire substitute status                 | 03/07/12  | 53   |         | 542     | B17/1   |
| Benito     | Gonzalez          | Custodian I/sub          | Hire substitute status                 | 03/02/12  | 53   |         | 542     | B17/1   |
| Manuel     | Lemus             | Custodian I/sub          | Hire substitute status                 | 02/07/12  | 53   |         | 542     | B17/1   |
| Armando    | Magana            | Custodian I/sub          | Hire substitute status                 | 03/01/12  | 53   |         | 542     | B17/1   |
| Ana        | Medina de Tafolla | Custodian I/sub          | Hire substitute status                 | 03/01/12  | 53   |         | 542     | B17/1   |
| Anthony    | Ortega            | Custodian I/sub          | Hire substitute status                 | 03/10/12  | 53   |         | 542     | B17/1   |
| Eloy       | Perez             | Custodian I/sub          | Hire substitute status                 | 03/02/12  | 53   |         | 542     | B17/1   |
| SunHee     | Stephenson        | Custodian I/sub          | Hire substitute status                 | 03/01/12  | 53   |         | 542     | B17/1   |
| Candace    | Streubel          | Custodian I/sub          | Hire substitute status                 | 02/08/12  | 53   |         | 542     | B17/1   |
| Jesse      | Valdivia          | Custodian I/sub          | Hire substitute status                 | 02/15/12  | 53   |         | 542     | B17/1   |
| Laura      | Ocampo            | Food Service Asst. I/sub | Hire substitute status                 | 02/22/12  | 90   |         | 606     | B08/1   |
| Lorena     | Parra Aguilar     | Food Service Asst. I/sub | Hire substitute status                 | 02/03/12  | 90   |         | 606     | B08/1   |
| Elisa      | Guzman            | Playground Sup./sub      | Hire substitute status                 | 02/27/12  | 27   |         | 100     | B11/1   |
| Kelly      | Niemann           | Playground Sup./sub      | Hire substitute status                 | 03/02/12  | 10   |         | 100     | B11/1   |



FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
PRESENTED TO THE PERSONNEL COMMISSION: 03/12/2012  
PRESENTED TO THE BOARD OF TRUSTEES: 04/03/2012

| First Name | Last Name       | Classification             | Action                             | Effective | Site | Hours    | Program | Range |
|------------|-----------------|----------------------------|------------------------------------|-----------|------|----------|---------|-------|
| Leticia    | Torres          | Playground Sup./sub        | Hire substitute status             | 02/07/12  | 28   | 3.50     | 100     | B11/1 |
| Ann        | Wydra           | Playground Sup./sub        | Hire substitute status             | 02/09/12  | 30   |          | 100     | B11/1 |
| Bradnee    | Spalding        | Transporter/sub            | Hire substitute status             | 02/08/12  | 50   |          | 999     | B20/1 |
| Ruby       | Paule           | Instr. Asst./SE II A       | Increase hours from 3.0 to 6.0/day | 02/06/12  | 29   | 6.00     | 121     | B14/2 |
| Melisa     | Blevins         | Clerical Asst. I           | Increase hours from 3.8            | 03/01/12  | 11   | 6.00     | 403     | B17/6 |
| Employee   | ID 5006         | Instr. Asst./SE I          | Paid administrative leave          | 02/10/12  | 20   | 6.00     | 242     | B14/6 |
| Alexander  | Yang            | After School Site Lead     | Promotion                          | 03/05/12  | 60   | 6.00     | 85      | B18/1 |
| Mika       | Cross-Sepulveda | Clerical Asst. II          | Resignation                        | 03/01/12  | 23   | 3.00     | 304     | B19/2 |
| Khanh      | Dinh            | Instr. Asst./Rec.          | Resignation                        | 03/12/12  | 60   | 19.0/wk  | 85      | B11/4 |
| Sem        | Ibrahim         | Instr. Asst./Rec.          | Resignation                        | 02/04/12  | 30   | 14.0/wk  | 302/341 | B11/2 |
| Diana      | Kang            | Instr. Asst./Rec.          | Resignation                        | 03/02/12  | 60   | 19.5/wk  | 85      | B11/3 |
| Courtney   | Banks           | Instr. Asst./Reg.          | Resignation                        | 02/17/12  | 21   | 17.5/wk  | 318     | B11/4 |
| Cesar      | Marin           | Trans. Biling. Tech. Asst. | Resignation                        | 03/05/12  | 54   | 8.00     | 420     | B24/6 |
| Susan      | Gurrola         | Food Service Asst. I       | Resignation on probation           | 02/10/12  | 90   | 1.00     | 606     | B08/1 |
| Pamela     | Arnado          | Instr. Asst./SE I          | Resignation on probation           | 03/19/12  | 19   | 3.00     | 126     | B14/1 |
| Luciana    | Machado-Diaz    | Instr. Asst./SE I          | Resignation on probation           | 02/27/12  | 29   | 3.00     | 121     | B14/1 |
| Jennifer   | Zuloaga         | Instr. Asst./Rec.          | Resignation-hire substitute status | 04/02/12  | 60   | 19.75/wk | 329     | B11/4 |
| Judy       | Drews           | Bus Driver                 | Route rebid                        | 02/20/12  | 56   | 26.4/wk  | 565/566 | B21/2 |
| Bobbi      | Bowles          | Clerical Asst II/sub       | Separation-no longer available     | 03/02/12  | 99   |          | 999     | B19/1 |
| Candance   | Streubel        | Custodian I/sub            | Separation-no longer available     | 02/27/12  | 53   |          | 542     | B17/1 |
| Hyun       | Lee             | Instr. Asst./BBK/sub       | Separation-no longer available     | 02/09/12  | 99   |          | 999     | B14/1 |
| Jessica    | Nygren          | Instr. Asst./Rec./sub      | Separation-no longer available     | 03/02/12  | 60   |          | 999     | B11/1 |
| Maria      | Aguilera        | Instr. Asst./Reg./sub      | Separation-no longer available     | 03/02/12  | 28   |          | 100     | B11/1 |
| Nicole     | Nowell          | Instr. Asst./Reg./sub      | Separation-no longer available     | 03/02/12  | 28   |          | 100     | B11/1 |
| Alicia     | Recob           | Instr. Asst./Reg./sub      | Separation-no longer available     | 03/02/12  | 28   |          | 302/224 | B11/1 |
| Jeanette   | Chang           | Instr. Asst./SE/sub        | Separation-no longer available     | 02/09/12  | 99   |          | 999     | B14/6 |
| Christina  | Nivela          | Instr. Asst./SE/sub        | Separation-no longer available     | 02/09/12  | 99   |          | 999     | B14/1 |
| Krystal    | Valdenegro      | Instr. Asst./SE/sub        | Separation-no longer available     | 03/02/12  | 99   |          | 999     | B14/1 |
| Jacqueline | Williams        | Instr. Asst./SE/sub        | Separation-no longer available     | 03/02/12  | 99   |          | 999     | B14/1 |
| Vanessa    | Juarez          | Playground Sup./sub        | Separation-no longer available     | 03/02/12  | 30   |          | 100     | B11/1 |
| Jessica    | Trujillo        | Playground Sup./sub        | Separation-no longer available     | 03/02/12  | 28   |          | 100     | B11/1 |
| Carol      | Wilson          | Secretary/sub              | Separation-no longer available     | 02/14/12  | 99   |          | 999     | B21/6 |
| Martha     | Craig           | Food Service Asst. I       | Service retirement                 | 06/15/12  | 90   | 6.00     | 606     | B08/6 |
| Proceso    | Jusay           | Bus Driver                 | Service retirement-hire sub status | 06/15/12  | 56   | 28.2/wk  | 565/566 | B21/6 |

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
PRESENTED TO THE PERSONNEL COMMISSION: 03/12/2012  
PRESENTED TO THE BOARD OF TRUSTEES: 04/03/2012

| First Name | Last Name   | Classification       | Action                              | Effective | Site | Hours   | Program | Range |
|------------|-------------|----------------------|-------------------------------------|-----------|------|---------|---------|-------|
| Roy        | Arredondo   | Custodian I          | Service retirement-hire sub status  | 06/07/12  | 21   | 8.00    | 542     | B17/6 |
| Maria C.   | Garcia      | Instr. Asst./BB      | Service retirement-hire sub status  | 02/21/12  | 19   | 3.50    | 212/224 | B14/6 |
| Heidi      | Harris      | Ed. Media Asst.      | Temporary additional hours          | 12/01/11  | 21   |         | 212     | B19/6 |
| Esther     | Surjanto    | Food Service Asst. I | Temporary additional hours          | 02/07/12  | 90   | 3.00    | 606     | B08/3 |
| Jessica    | Lopez       | Instr. Asst./BB      | Temporary additional hours          | 01/31/12  | 23   | 6.0/wk  | 219     | B14/6 |
| Dianna     | Vargas      | Instr. Asst./BB      | Temporary additional hours          | 02/29/12  | 60   |         | 85      | B14/5 |
| Angela     | Naranjo     | Instr. Asst./Rec.    | Temporary additional hours          | 02/29/12  | 60   |         | 85      | B11/6 |
| Employee   | ID 1246     | Instr. Asst./SE/sub  | Termination                         | 02/22/12  | 99   |         | 999     | B14/6 |
| Employee   | ID 5123     | Instr. Asst./Reg./LT | Termination (Limited Term)          | 02/28/12  | 28   | 3.50    | 219     | B11/1 |
| Employee   | ID 5008     | Ed. Media Asst.      | Termination on probation            | 03/07/12  | 19   | 10.0/wk | 402     | B19/1 |
| Employee   | ID 4984     | Instr. Asst./Rec.    | Termination on probation            | 03/09/12  | 60   | 19.5/wk | 85      | B11/1 |
| Barbara    | Masterson   | Instr. Asst./SE I    | Transfer from Laguna to G.H.        | 02/06/12  | 15   | 3.75    | 120     | B14/6 |
| Kathleen   | Stonebraker | Instr. Asst./SE I    | Unpaid leave of absence 2/6-5/28/12 | 02/06/12  | 21   | 6.00    | 242     | B14/6 |
| Tanisha    | Taylor      | Instr. Asst./Rec.    | Voluntary reduction of hours        | 03/01/12  | 60   | 17.5/wk | 85      | B11/1 |

CONSENT ITEM

**DATE:** April 3, 2012

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

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

**PREPARED BY:** Becky Silva, Assistant Director, Business Services

**SUBJECT:** **ADOPT RESOLUTIONS NUMBERED 11/12-B029 THROUGH 11/12-B032 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 11/12-B029 through 11/12-B032 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:cr  
Attachment

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$6,856 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

**GENERAL FUND 01**  
**UNRESTRICTED**

| <u>Budget Acct. #</u> | <u>Income Source</u>    | <u>Amount</u> |
|-----------------------|-------------------------|---------------|
| 8590                  | All Other State Revenue | -\$8          |
| 8699                  | All Other Local Revenue | 6,864         |
| Total:                |                         | \$6,856       |

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

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

| <u>Budget Acct. #</u> | <u>Expenditure Source</u>           | <u>Amount</u> |
|-----------------------|-------------------------------------|---------------|
| 1000                  | Certificated Salaries               | \$35,666      |
| 2000                  | Classified Salaries                 | 574           |
| 3000                  | Employee Benefits                   | 13,545        |
| 4000                  | Books and Supplies                  | -41,959       |
| 5000                  | Services & Other Operating Expenses | -970          |
| Total:                |                                     | \$6,856       |

Explanation: This Resolution reflects an increase to revenue and expenditures for PTA and ASB reimbursements and a slight decrease to the School Safety Violence Prevention Program. It also includes adjustments to estimated 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 \$168,743 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> |
|-----------------------|--|---------------|
| 8181                  | Special Education – Entitlement per UDC  | \$168,862     |
| 8182                  | Special Education – Discretionary Grants | -1,772        |
| 8290                  | All Other Federal Revenue                | 1,502         |
| 8590                  | All Other State Revenue                  | 151           |
| Total:                |  | \$168,743     |

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               | \$25,527      |
| 2000                  | Classified Salaries                 | -14,855       |
| 3000                  | Employee Benefits                   | -11,004       |
| 4000                  | Books and Supplies                  | 178,653       |
| 5000                  | Services & Other Operating Expenses | -14,651       |
| 7000                  | Other Outgo                         | 5,073         |
| Total:                |                                     | \$168,743     |

Explanation: This Resolution reflects increases to revenue and expenditures for the Special Education Federal IDEA entitlement and the 2010/11 Teacher Quality grant. It also includes adjustments to project estimated expenditures in the General Fund restricted programs.

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:

**CHILD DEVELOPMENT FUND 12**

| <u>Budget Acct. #</u> | <u>Expenditure Source</u>           | <u>Amount</u> |
|-----------------------|-------------------------------------|---------------|
| 1000                  | Certificated Salaries               | \$1,000       |
| 2000                  | Classified Salaries                 | 17,810        |
| 3000                  | Employee Benefits                   | 2,617         |
| 4000                  | Books and Supplies                  | -21,227       |
| 5000                  | Services & Other Operating Expenses | -200          |
|                       | 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 project estimated 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:

**PROPERTY AND LIABILITY FUND 81**

| <u>Budget Acct. #</u> | <u>Expenditure Description</u>      | <u>Amount,</u>   |
|-----------------------|-------------------------------------|------------------|
| 4000                  | Books and Supplies                  | <u>-\$30,000</u> |
| 5000                  | Services & Other Operating Expenses | <u>30,000</u>    |
|                       | 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 project estimated expenditures in the Property and Liability Fund.

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

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

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

CONSENT ITEM

**DATE:** April 3, 2012  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**PREPARED BY:** Steve Miller, Director, Business Services  
**SUBJECT:** APPROVE/RATIFY WARRANTS NUMBERED 1122 THROUGH 1123 FOR THE 2011/2012 SCHOOL YEAR (DISTRICT 48, AMERIGE HEIGHTS)

Background: Board approval is requested for warrants numbered 1122 through 1123 for the 2011/2012 school year. The total amount presented for approval is \$22,525.45

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

|    |              |                    |
|----|--------------|--------------------|
| 01 | General Fund | <u>\$22,525.45</u> |
|    | Total        | \$22,525.45        |

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 warrants numbered 1122 through 1123 for the 2011/2012 school year (District 48, Amerige Heights).

SH:SM:cr



CONSENT ITEM

**DATE:** April 3, 2012

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

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

**PREPARED BY:** Ron Mullins, Supervisor, Purchasing and Stores

**SUBJECT:** APPROVE AGREEMENT WITH THE LIQUIDATION COMPANY TO PROVIDE PROFESSIONAL AUCTION SERVICES TO THE FULLERTON SCHOOL DISTRICT FOR THE DISPOSAL OF SURPLUS ITEMS FOR THE PERIOD OF APRIL 4, 2012 THROUGH APRIL 4, 2013

Background: Over a period of time, the various District sites accumulate supplies and equipment which have become obsolete, unserviceable, unrepairable, or otherwise not suitable for school use. Some of these items may be salvaged or sold, thus providing the District with some recovery of residual value.

By employing the professional services of a disposal/auction company, the District expects to realize greater interest in its sale items and generate greater revenues than could be generated by disposing of surplus property in other manners allowed by law.

Rationale: Routine removal of obsolete, unserviceable, and unrepairable furniture and equipment from the surplus storage area is necessary due to limited storage space. Sale of these items at auction will provide revenue for the General Fund.

Funding: Cost to the District is standard seller's fee of 35% of gross sales. Costs will be paid from the proceeds of sale. Residual revenues will be deposited in the General Fund.

Recommendation: Approve Agreement with The Liquidation Company to provide professional auction services to the Fullerton School District for the disposal of surplus items for the period of April 4, 2012 through April 4, 2013.

SH:RM:gs  
Attachment



10012 CITRUS AVENUE  
FONTANA, CA 92335  
888-700-0523

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## AGREEMENT

This agreement dated the 4<sup>th</sup> day of April, 2012 in the County of Orange, State of California, by and between **FULLERTON SCHOOL DISTRICT** hereinafter referred to as SELLER, and **THE LIQUIDATION COMPANY** hereinafter referred to as AUCTIONEER.

This Agreement is to conduct an unreserved auction for the sale of all board approved surplus property to the SELLER'S needs either through offsite auctions, online at TLCAuctions.com or at eBay.com

1. For all the services, which AUCTIONEER is obligated to perform under the terms of this Agreement, the SELLER shall pay to the AUCTIONEER a standard Seller's Fee of 35 percent of gross sales. AUCTIONEER shall provide a check made payable to **FULLERTON SCHOOL DISTRICT** of net proceeds of auction. The check shall be delivered to SELLER no later than thirty (30) working days after the sale and removal of sold items.
2. The duty of the AUCTIONEER shall be to serve as AUCTIONEER and to provide the necessary additional team members to solicit and receive bids on property offered for sale and to award said property to the highest qualified bidder. AUCTIONEER has a security bond (#70611286) on file with the State of California. AUCTIONEER is also licensed by the State of California Cal Recycle Program for the collection of electronic waste (#102618). AUCTIONEER shall perform all other duties in regards to such sales, including but not limited to advertising, telemarketing, cashiering, pick up surplus items, DMV paperwork, bookkeeping, clerking, set-up, tagging, inventorying, and other related functions.
3. AUCTIONEER shall be an independent contractor retained by the SELLER for the aforementioned purpose. Employees of the AUCTIONEER will not be considered for any reason to be employees of the SELLER.
4. It shall be the responsibility of the AUCTIONEER to obtain, at the AUCTIONEER'S expense, all required licenses and permits necessary to perform under this Agreement. SELLER warrants that they are the owner of and has merchantable title to the items of surplus property offered for sale as set forth in this agreement, and grants to the AUCTIONEER the right to convey a merchantable title to that property to the successful buyer at the auction. SELLER shall offer all board approved surplus property to AUCTIONEER. In the event SELLER provides a listing of surplus items, said list will be made an integral part of this Agreement as Exhibit "A". No items shall be removed from Exhibit "A" less than four days prior to the scheduled auction date.

5. The AUCTIONEER shall comply with all Federal, State, and County safety, environmental, and sanitation laws and regulations.
6. In the case of dispute, the laws of the State of California and the County of Orange shall apply.
7. Non-discrimination in the performance of the terms of this Agreement: AUCTIONEER agrees that he will not engage in or permit subcontractors where applicable, as he may employ, from engaging in discrimination in employment of persons because of race, color, sex, religion, ancestry, or national origin.
8. AUCTIONEER shall have the right but not the obligation to charge buyers a "BUYERS PREMIUM" or surcharge not to exceed thirteen percent (13%), the full amount of which AUCTIONEER will be entitled.
9. AUCTIONEER shall provide SELLER with the selling price for each lot sold.
10. The term of this agreement shall be for a period of one year, beginning on April 4, 2012 and ending on April 3, 2013. The SELLER or AUCTIONEER has the right to terminate this agreement at any time in its sole discretion upon thirty (30) days prior written notice specifying the desired date of termination.

The parties hereto have executed this Agreement on 4<sup>th</sup> day of April, 2012.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

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

The Liquidation Company

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

Fullerton School District

CONSENT ITEM

**DATE:** April 3, 2012

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

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

**PREPARED BY:** Rachel Grantham, Financial Analyst

**SUBJECT:** **APPROVE/RATIFY AGREEMENT WITH EDUCATIONAL CONSULTING SERVICES (ECS) RELATED TO THE DISTRICT'S MANDATED COST CLAIMS, EFFECTIVE JULY 1, 2012 THROUGH JUNE 30, 2013**

Background: Mandated cost claims are billed to the State and cover additional time spent on activities that are mandated by the State. Fullerton School District has filed claims each year despite the absence of funding being forthcoming from the State. During 2006/2007, part of the backlog of claims was paid and, due to the District's decision to continue filing claims, the District received over \$3.6 million in funds. During 2010/2011, the District received an additional \$679,801.00 of backlogged receipts and \$262,794.00 in 2011/2012. The District will continue to file claims in order to maximize the potential income stream as long as mandates are in force by the State.

Services will include training and support for school site and department staff in gathering data for mandate filing.

Rationale: The continued filing of mandated cost claims will pursue recovery of funds due to the District from the State.

Funding: Cost is not to exceed \$15,000.00 from General Fund (01).

Recommendation: Approve/Ratify Agreement with Educational Consulting Services (ECS) related to the District's mandated cost claims, effective July 1, 2012 through June 30, 2013.

SH:RG:gs  
Attachment



## CONSULTING AGREEMENT

This agreement made and entered into July 1, 2012 by and between the **FULLERTON SCHOOL DISTRICT**, hereinafter referred to as the "District" and **EDUCATIONAL CONSULTING SERVICES, INC.**, hereinafter referred to as "ECS".

It is hereby mutually agreed that EDUCATIONAL CONSULTING SERVICES, INC. will provide consulting services to the DISTRICT under the following terms and conditions:

WHEREAS, the District is in need of special services and advice in financial, economic, accounting or administrative matters; and

WHEREAS, ECS is specially trained, experienced, and competent to provide the special services and advice required;

NOW, THEREFORE, the parties hereto agree as follows:

1. ECS will provide the following services:

Will train, monitor, prepare, and file the district's mandated cost claims.

Will represent the district in responding to desk or field audits conducted by the State Controller's Office for all claims prepared by ECS.

2. This Agreement shall commence on July 1, 2012 and shall continue in full force and effect until June 30, 2013 ("Initial Term"). Unless either party sends written notice to the other party at least 30 days prior to the end of the Initial Term or any subsequent term, this Agreement shall automatically renew for an additional year *following* the Initial Term, subject to the termination provisions herein.
3. The District will prepare and furnish to ECS upon request such information as is reasonably necessary to the performance of ECS to this Agreement.
4. The District shall pay ECS \$15,000 (Fifteen Thousand) for mandated cost services. The district shall pay ECS 1/12 of the contract amount each month for the duration of the Agreement.

If new mandated cost claim programs are introduced by the State during the period of this agreement, ECS will charge the following hourly rate for data collection and claim preparation for those claims only.

|                       |                  |
|-----------------------|------------------|
| Principal             | \$90.00 per hour |
| Management Consultant | \$75.00 per hour |

Clerical

\$40.00 per hour

5. The District may terminate this Agreement and compensate ECS for work completed up to the date of notification. A written thirty-day notification by the Superintendent or designee shall be sufficient to stop further performance of services by ECS.
6. ECS agrees to and shall hold harmless and indemnify the agents, and employees from every claim or demand made and every liability or loss, damage, or expense of any nature whatsoever.
7. This Agreement is not assignable without written consent of the parties hereto.
8. ECS shall comply with all applicable federal, state, and local laws, rules and regulations, and ordinances including worker's compensation.

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

Educational Consulting Services, Inc.

Fullerton School District

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Phil K. Urabe, Ed.D

Signature

Federal ID #33-0885056

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Printed Name

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Title

CONSENT ITEM

**DATE:** April 3, 2012

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

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

**PREPARED BY:** Rachel Grantham, Financial Analyst

**SUBJECT:** **APPROVE AGREEMENT WITH DOLINKA GROUP FOR ADMINISTRATION OF COMMUNITY FACILITIES DISTRICT 2000-1 (VAN DAELE) AND COMMUNITY FACILITIES DISTRICT 2001-1 (AMERIGE HEIGHTS) FOR FISCAL YEARS 2012/2013 THROUGH 2014/2015**

Background: For the past several years, the District has utilized the services of Dolinka Group for financial consulting services related to the administration of Community Facilities District 2000-1 (Van Daele) and Community Facilities District 2001-1 (Amerige Heights). The focus of these services has been to determine the special tax rates and to facilitate the collection of the special taxes by Orange County. The agreement presented for approval would include these same services for fiscal years 2012/2013 through 2014/2015. Payment for services rendered will be according to the hourly rates (i.e., \$85.00-\$250.00) listed in Exhibit B of the agreement as invoices are received.

Rationale: Special tax calculations are required as part of the ongoing administration of the two CFD Districts.

Funding: Payment will be from General Fund (01) purchase orders for District 40 (Van Daele) not to exceed \$12,000.00, and District 48 (Amerige Heights) not to exceed \$13,000.00. "Amounts not to exceed" include billings based on hourly rates plus expenses.

Recommendation: Approve agreement with Dolinka Group for administration of Community Facilities District 2000-1 (Van Daele) and Community Facilities District 2001-1 (Amerige Heights) for fiscal years 2012/2013 through 2014/2015.

SH:RG:gs  
Attachment



## **AGREEMENT FOR CONSULTING SERVICES**

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into this 4th day of April 2012 ("Effective Date"), by and between Fullerton School District at 1401 W. Valencia Drive Fullerton, CA 92833, hereinafter called "Client", and Dolinka Group, LLC at 20 Pacifica, Suite 900, Irvine, CA 92618, hereinafter called "Consultant". The Client and the Consultant in consideration of the mutual promises and conditions herein contained agree as follows:

### **ARTICLE I.** **SERVICES TO BE PERFORMED BY CONSULTANT**

**Section 1.1 Consulting Services, Statement of Work.** Client hereby retains Consultant to perform the services ("Consulting Services") set forth in the statement of work (the "Statement of Work" or "SOW") as attached as Exhibit A to this Agreement. The Consulting Services and the Statement of Work are governed by this Agreement. In the event of any conflict between the terms of this Agreement and the terms of the SOW, the terms of this Agreement shall control. This Agreement along with the SOW shall be referred to hereinafter as the "Agreement". Consultant may subcontract any portion of the Consulting Services, provided that Consultant shall notify Client in writing of the name and address of any proposed subcontractor and Client either consents or fails to respond to the notification with respect to the use of any particular proposed subcontractor within ten (10) business days of delivery thereof.

**Section 1.2 No Agency.** The relationship of Client and Consultant hereunder is that of independent contractors. In all matters relating to this Agreement, each of Client and Consultant shall be solely responsible and liable for the acts of its employees and agents, and the employees or agents of either party shall not be considered employees or agents of the other party. Neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other party, nor shall Client or Consultant act or represent or hold itself out as having authority to act as an agent or partner of the other, or in any way to bind or commit the other to any obligations. Nothing in this Agreement is intended to create or constitute, nor does it create or constitute, an employment, joint venture, partnership, agency, trust or other relationship or association of any kind between the parties.

### **ARTICLE II.** **OWNERSHIP; USE**

**Section 2.1 Consultant Materials.** As between Client and Consultant, Consultant owns any and all, including all intellectual property rights therein, (collectively, "Consultant Materials") (a) computer software (including without limitation financial models, compilations of formulas and spreadsheet models), inventions, designs, programs, improvements, techniques, ideas, concepts, trade secrets and know-how, proprietary models, processes and methods used by Consultant in the performance of the Consulting Services, and (b) reports, drawings, templates, specifications, computer files, field data, notes, other documents and instruments and other works of authorship and developments made, conceived, created, discovered, invented or reduced to practice in the performance of the Consulting Services or otherwise under this Agreement.

**Section 2.2 Client's Rights and Obligations.** Client acknowledges and agrees that the consideration paid by Client herein only entitles Client to a right to use the hard copy or electronically transmitted reports portion of the Consultant Materials generated pursuant to the Consulting Services (each a "Report"). Client shall not reuse (for any purpose other than the



purpose for which the Report was intended) or make any modification to the Reports without the prior written authorization of the Consultant. As Consultant is performing the Consulting Services solely for the benefit of Client, Client shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant, its shareholders, officers, directors, employees and subcontractors against any damages, losses, liabilities and costs and expenses, including reasonable attorneys' fees and costs, arising from or allegedly arising from or in any way connected with the unauthorized use of the Consultant Materials or the unauthorized use, reuse or modification of the Reports by or through Client.

**Section 2.3 Rights.** Consultant reserves all rights in the Consultant Materials, including without limitation the Reports, not granted hereunder. Nothing in this Agreement shall prohibit Consultant from using the Consultant Materials for any purpose either during the term of this Agreement or thereafter. Without limiting the generality of the foregoing, Client acknowledges that Consultant may have used reports and analyses that Consultant authored for other clients as base works or templates for the Reports, and Client acknowledges and agrees that Consultant has the right to use the Reports as base works or templates for reports and analyses that Consultant authors for Consultant's other clients, provided, however that Consultant shall not use any Confidential Information (defined below) provided by Client in such future reports and analyses. Client further acknowledges and agrees that Consultant has spent and will spend substantial time and effort in collection and compiling data and information (including without limitation Client Data, as defined below) (the "Data Compilations") in connection with the Consulting Services and that such Data Compilations may be used by Consultant for its own purposes, including, without limitation, sale or distribution to third parties; provided, however, that Consultant will not sell or distribute any of Client's Confidential Information that may be contained in such Data Compilations, unless such information is used only on an aggregated and anonymous basis.

### **ARTICLE III.** **COMPENSATION**

**Section 3.1 Fees.** Client shall pay Consultant a professional fee computed according to the fee schedule attached as Exhibit B hereto (the "Fee Schedule") for the Consulting Services rendered hereunder. Consultant may adjust its rates in the event of an amendment of the Statement of Work, any other agreed-to expansion of the Consulting Services to be rendered hereunder or upon agreement of the parties. Rates are exclusive of taxes, levies, duties, governmental charges or expenses. If Consultant is required to pay any of the foregoing based on Consultant Services provided under this Agreement, such taxes, levies, duties, governmental charges and expenses (with the exception of any Consultant's income taxes) will be billed and paid by Client.

**Section 3.2 Reimbursement.** Client agrees that it shall reimburse Consultant for Consultant's out-of-pocket expenses incurred in performance of the Consulting Services plus a 15% administrative charge calculated thereon. Expenses of Consultant in the performance of any Consulting Services may include, without limitation, the following:

- (a) Cost of clerical assistance @ \$50.00 per hour;
- (b) Transportation costs, including mileage for the use of personal automobiles at the prevailing IRS standard rate, rental vehicles, travel, lodging and regularly scheduled commercial airline ticket costs;
- (c) Third-party photographic reproduction and data purchases; and
- (d) Cost of photocopies, facsimile, postage, overnight deliveries, conference call hosting, and phone calls at 5% of Consulting Services billed.

**Section 3.3 Invoices.** On or about the fifteenth (15) day following each month during which Consulting Services are rendered hereunder, or as soon as is reasonably practicable thereafter, Consultant shall deliver to Client an invoice covering the Consulting Services performed and the reimbursable expenses incurred in the prior month. Client shall pay all invoices within forty-five (45) days of the date of each invoice. A monthly charge of 1.2% may be imposed against past due accounts. Payment of invoices shall not be subject to any discounts or set-offs by Client, unless agreed to in writing by Consultant.

**Section 3.4 Records.** Consultant shall maintain records of its fees relating to the Consulting Services performed and any reimbursable expenses incurred under this Agreement for review by an authorized representative of Client for a period of three (3) years from the date of each invoice delivered by Consultant in relation thereto, provided, however, that (a) Client shall be entitled to no more than one such review per year, (b) any such reviews shall take place during normal business hours, and (c) all authorized representatives of Client performing a review under this Section 3.4 shall first sign a nondisclosure agreement in form and substance reasonably satisfactory to Consultant protecting Consultant's confidential information before conducting such review.

#### **ARTICLE IV. OTHER AGREEMENTS OF CONSULTANT**

**Section 4.1 Performance.** Consultant shall perform the Consulting Services in accordance with the Statement of Work and the applicable generally accepted industry standards and practices. Client shall provide prompt written notice to Consultant if Client becomes aware of any fault or defect in the Consulting Services, including any errors, omissions or inconsistencies in the Reports. Subject to Section 5.2, should any errors in the Reports caused by Consultant's negligence be detected within thirty (30) days after the applicable Consulting Services were performed, Client's sole remedy and Consultant's exclusive liability shall be for Consultant, at Consultant's option, to (a) correct the error at no additional charge to Client by revising the Reports to eliminate the errors; or (b) refund to Client the amount paid by Client for the deficient portion of the Consulting Service(s) that resulted in the error.

**Section 4.2 Necessary tools.** Consultant shall supply all tools and instrumentalities required to perform the Consulting Services under the Agreement.

**Section 4.3 Workers' Compensation.** Consultant shall maintain workers' compensation insurance for Consultant's employees and agents performing Consulting Services as required by law. Consultant agrees that it shall comply with all federal, state, and local laws and ordinances as it relates to the work to be performed under this Agreement.

**Section 4.4 Liability Insurance.** Consultant shall, at its sole cost and expense, carry and maintain throughout the term of this Agreement professional liability insurance covering errors and omissions, with limits of not less than \$1,000,000 per occurrence or \$2,000,000 aggregate. Evidence of such insurance shall be provided to Client upon request.

#### **ARTICLE V. OTHER AGREEMENTS OF CLIENT**

**Section 5.1 Client's Assistance.** Client shall provide all information, data and documents as specified in the SOW, or reasonably requested by Consultant and which is reasonably necessary to the performance of the Consulting Services. Client shall also satisfy any assumptions and perform any Client obligations identified in the Statement of Work, and shall comply with all applicable laws and regulations in performing hereunder.

## **Section 5.2** Client Responsibility.

(a) Client acknowledges that, in performing the Consulting Services and preparing the Reports, Consultant will be using and relying upon various data, reports, studies, computer printouts and other information, documents and representations as to facts, the source of which may be Client, public agencies or other third-parties, (all of which shall be referred to herein as the "Client Data"). Client agrees that Consultant is entitled to use and rely upon such Client Data in preparing the Reports and performing the other Consulting Services hereunder, and that Consultant shall not be obligated to establish or verify the accuracy of the Client Data, nor shall Consultant be responsible for the impact or effect of Client Data on its work products (including without limitation the Reports) in the event that such Client Data is in error and therefore introduces error into the work products (including without limitation the Reports).

(b) Client represents and warrants to Consultant that Client has the right to deliver to Consultant the Client Data delivered to Consultant hereunder and neither the Client Data, nor its use as contemplated hereunder, shall (i) infringe any intellectual property rights of any third party, (ii) violate any laws or privacy rights of any third party, or (iii) violate any third parties' privacy policies, and Client shall use commercially reasonable efforts to ensure that the Client Data does not contain any viruses or other damaging or disabling code.

(c) Client shall defend, indemnify and hold Consultant harmless from and against all obligations, losses, liabilities, damages, claims, attachments, executions, demands, actions and/or proceedings (collectively, "Claims") and all costs and expenses in connection therewith, including reasonable attorneys' fees and expenses, arising out of or connected with the performance of the Consulting Services under this Agreement when such Claims arise from, relate to, or in any way result from (i) errors contained in Client Data furnished to Consultant, or (ii) Client's breach of its warranties or covenants hereunder. Client's obligations under this subsection shall be reduced to the extent that they arise out of Consultant's gross negligence or willful misconduct.

**Section 5.3** Testimony. In the event that court appearances, testimony or depositions are required of Consultant by Client in connection with the Consulting Services rendered hereunder, and the parties do not separately contract for such additional services, Client shall compensate Consultant for such appearances at a rate of \$300 per hour and shall reimburse Consultant for out-of-pocket expenses on a cost basis.

**Section 5.4** Non-Solicitation. Client shall not solicit the employment of or hire any of Consultant's employees during the term, and for one year following the termination of, this Agreement; provided, however, that the foregoing restrictions shall not prohibit Client from generalized solicitation or advertising, including the use of an independent employment agency or search firm whose efforts are not specifically directed at such employees. Notwithstanding the foregoing, such employees shall not include any individual (a) whose employment with Consultant has terminated for any reason (other than through breach of this Section 5.4), or (b) whose employment or solicitation thereof has been agreed upon in writing by Consultant.

## **ARTICLE VI.** **TERM; TERMINATION**

**Section 6.1** Term. This Agreement shall become effective on the Effective Date and will continue in effect until the earlier of (a) completion of performance under the SOW, or (b) termination as provided herein.

**Section 6.2** Convenience. Either party may terminate this Agreement (and the Statement of Work) for convenience upon thirty (30) prior written days' notice to the other party.

**Section 6.3** Breach. Either party may terminate this Agreement (and the Statement of Work) with written notice to the other party if the other party is in material breach of any of its obligations under this Agreement, which breach is not cured within three (3) days' written notice from the other party. Without limiting the generality of the foregoing, if Client fails to make payments when due hereunder, Consultant may suspend performance of the Consulting Services upon notice to Client. Consultant shall have no liability to Client for any costs or damages arising as a result of such suspension. Upon payment in full by Client (provided that Consultant has not terminated the Agreement in the interim), Consultant shall resume Consulting Services under this Agreement, and the Statement of Work shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

**Section 6.4** Fees. Upon expiration or termination of this Agreement, Client shall pay all of Consultant's fees, expenses and other costs payable by Client pursuant to Article III, which have accrued through the date of expiration or termination.

**Section 6.5** Survival. Sections 1,2, 3.1, 3.2, 3.3, 5.2, 5.4, 6.4, 6.5 and Articles II, VII and VIII shall survive the expiration or termination of this Agreement.

## **ARTICLE VII. CONFIDENTIALITY**

**Section 7.1** Definition. "Confidential Information" means all information that is disclosed by a party to the other party and that: (a) is designated as confidential, regardless of the form in which it is disclosed; or (b) relates to a party's markets, customers, patents, trade secrets, inventions, procedures, methods, designs, strategies, distributors or business in general. The term Confidential Information shall not include any item of information which: (i) the receiving party can prove was in its possession without a duty of confidentiality prior to disclosure thereof by the disclosing party whether prior to or during the term of this Agreement; (ii) is or becomes generally available to the public other than as a result of any action or omission by the receiving party; (iii) is rightfully disclosed to the receiving party by a third party without the imposition on the third party of any confidentiality obligation or restrictions on use; or (iv) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, as evidenced by the receiving party's written records. The Consultant Materials are Consultant's Confidential Information (subject to the rights set forth in Section 2.2).

**Section 7.2** Obligation. Each party, as a receiving party, shall (a) hold all Confidential Information of the disclosing party in confidence and not disclose the other party's Confidential Information to anyone except its employees who have a need to know and who are at all times informed of, and understand that they are bound to observe, the same confidentiality and nondisclosure restrictions and obligations as are set forth in this Agreement; (b) use the other party's Confidential Information only as necessary for its performance hereunder; and (c) hold and protect the other party's Confidential Information with the same degree of care that it uses with its own information of like importance, but in no event less than a reasonable standard of care.

**Section 7.3** Compelled Disclosure. If either receiving party is requested or required by law or legal process to disclose any of the disclosing party's Confidential Information, the person required to disclose such Confidential Information shall provide the disclosing party with prompt oral and written notice, so that the disclosing party may seek a protective order or other appropriate remedy. In the event that such a protective order or other remedy is not promptly obtained, the receiving party shall furnish only that portion of the disclosing party's Confidential

Information which is legally required and shall exercise its best efforts to obtain a protective order or other reliable assurance that confidential treatment shall be accorded to the disclosing party's Confidential Information.

**Section 7.4 Injunctive Relief.** Each party, as a receiving party, agrees that remedies at law are inadequate to protect against its breach or threatened breach of this Article VII. Accordingly, each party agrees that the other party may obtain injunctive relief against it in the event of any such breach or threat thereof, in addition to any other legal or equitable remedies that may be available.

## **ARTICLE VIII. GENERAL PROVISIONS**

**Section 8.1 Notice.** Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing, by mail or by electronic mail (reader receipt requested). Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, or at the following email addresses (Consultant: [bdolinka@dolinkagroup.com](mailto:bdolinka@dolinkagroup.com); Client: (Fullerton School District)), but each party may change the address by written notice in accordance with the first sentence of this Section 8.1. Notices delivered personally or by electronic mail (reader receipt requested) will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two (2) days after mailing.

**Section 8.2 Assignment.** Neither party may assign this Agreement, in whole or in part without the express written consent of the other party, with the exception of an assignment carried out as part of a merger, restructuring or reorganization, or as a sale or transfer of all or substantially all of a party's equity or assets. Any such attempted assignment or delegation without proper consent shall be void. This Agreement shall inure to the benefit of and shall be binding upon the party's respective successors and permitted assigns.

**Section 8.3 Not Public Official.** Neither this Agreement, nor any duties or obligations under this Agreement, nor the intentions or expectations of Client will cause Consultant to be a "public official" as that term is used in Section 87100 of Title 9 of the California Government Code. Client and Consultant agree that Consultant is not a "public official" or "participating in governmental decision" as those terms are used in Section 87100. Client and Consultant also agree that no actions and opinions necessary for the performance of duties under this Agreement will cause Consultant to be a "public official" or "participating in a governmental decision" as those terms are used in Section 87100.

**Section 8.4 Entire Agreement.** This Agreement and Exhibits A and B hereto supersede any and all agreements, either oral or written, between the parties hereto with respect to the rendering of service by Consultant for Client and contains all of the covenants and agreements between the parties with respect to the rendering of the Consulting Services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any reference to any statute herein shall be construed as including all statutory provisions consolidating, amending or replacing such statute.

**Section 8.5 Amendment.** This Agreement and any exhibit hereto (including the Statement of Work) may not be amended or modified except as expressly provided herein or in writing by the parties and signed by authorized representatives of both parties.

**Section 8.6 Severability.** If any provision in 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 without being impaired or invalidated in any way.

**Section 8.7 Dispute Resolution.**

(a) Except as set forth in Section 7.4, the parties agree to first try in good faith to settle any dispute hereunder by mediation pursuant to the Mediation Rules of the American Arbitration Association. If the dispute is not settled by mediation, the dispute may be resolved by final and binding arbitration.

(b) Except as set forth in Section 7.4, on the written request of one party served on the other, the dispute shall be submitted to binding arbitration in accordance with the commercial rules and regulations of the American Arbitration Association and the provisions of the California Arbitration Act (Sections 1280 through 1294.2 of the California Code of Civil Procedure). The arbitration shall take place in Orange County, California, or such other location mutually agreed to by the parties. Consultant shall select the arbitrator. If Consultant and Client do not agree on such arbitrator, however, Client shall select a second arbitrator. The Client-selected arbitrator and the Consultant-selected arbitrator shall then select a third arbitrator, which arbitrator shall conduct the arbitration. The parties may select arbitrators from JAMS, ADR, ARC or any independent arbitrator/neutral for dispute resolution. The parties are not required to hire an AAA arbitrator for resolution of a dispute hereunder. No arbitration shall include by way of consolidation or joinder any parties or entities not a party to this Agreement without the express written consent of Client, Consultant and any party or entity sought to be joined with an express reference to this provision. Any party or entity joined in the arbitration, after mutual consent, shall be bound by this provision. The decree or judgment of an award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

(c) The prevailing party in any arbitration brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees. The non-prevailing party shall be liable, to the extent allowable under law, for all fees and expenses of the arbitrator(s) and all costs of the arbitration.

**Section 8.8 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules.

**Section 8.9 Third Parties.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Consultant. The Consulting Services are being performed solely for Client's benefit, and no other party or entity shall have any claim against Consultant because of this Agreement or the performance or nonperformance of services hereunder.

**Section 8.10 DISCLAIMER OF CONSEQUENTIAL DAMAGES.** EXCEPT FOR DAMAGES ARISING FROM BREACH OF SECTION 2.2 or ARTICLE VII, NEITHER CONSULTANT NOR CLIENT, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, TREBLE, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, LOST BUSINESS OPPORTUNITY, LOSS OF USE, LOSS OF INCOME, LOSS OF REPUTATION, PERSONAL INJURY OR THE LIKE) RESULTING FROM OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LIABILITY ARISING OUT OF CONTRACT, TORT,

NEGLIGENCE, AND STRICT LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Section 8.11 Force Majeure.** Neither party will be liable for any failure to perform (except for payment of monies due hereunder) due to unforeseen circumstances or causes beyond its reasonable control, including, but not limited to, acts of God, war, acts of terrorism, embargoes, acts of civil or military authorities, fire, flood, accident, strikes, inability to secure transportation, facilities, fuel, energy, labor or materials. In the event of force majeure, time for delivery or other performance will be extended for a period equal to the duration of the delay caused thereby.

**Section 8.12 Limitation.** The parties intend that the Consulting Services shall not subject the Consultant's individual shareholders, officers, directors, members, managers or employees to any personal legal exposure for the risks associated with the Consulting Services. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of the individual shareholders, officers, directors, members, managers or employees.

**Section 8.13 DISCLAIMER.** EXCEPT AS MAY BE SPECIFIED IN THIS AGREEMENT, CONSULTANT EXPRESSLY DISCLAIMS ALL WARRANTIES UNDER THIS AGREEMENT, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT AND WARRANTIES ARISING UNDER COURSE OF DEALING OR TRADE USAGE.

**Section 8.14 Limitation of Liability.** In recognition of the relative risks and benefits of the Consulting Services to both Client and Consultant, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, that, except for breach of Article VII by Consultant, Consultant's total aggregate liability under or relating to this Agreement for any cause of action, including contract, tort and otherwise, shall not exceed the sum of amounts actually paid to Consultant under this Agreement. The limitations of liability set forth in this Article VIII and exclusion of certain damages shall apply regardless of the success or effectiveness of any of the exclusive remedies provided for under this Agreement. Any action against Consultant must be brought within eighteen (18) months after the cause of action arises.

IN WITNESS WHEREOF, this Agreement has been executed on the Effective Date.

CONSULTANT:

CLIENT:

**Dolinka Group, LLC**

**Fullerton School District**

By:   
Benjamin Dolinka  
President/CEO

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

Date: 3/5/12

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

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## EXHIBIT A

### SCOPE OF WORK

#### **FULLERTON SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT ADMINISTRATION SERVICES**

Dolinka Group, LLC shall provide consulting services to assist Fullerton School District ("FSD" or "School District") in the administration of Community Facilities Districts ("CFD") Nos. 2000-1 and 2001-1. The focus of these services shall be to determine the special tax rates and to facilitate the collection of the special taxes in fiscal years 2012/2013 through 2014/2015 by the County of Orange ("County").

The specific activities and tasks to be performed under this Scope of Work include the following:

**Task 1**      **Classify Property**

This task involves Dolinka Group classifying property in the CFD as either "Taxable Property" or "Exempt Property". After such classification, Dolinka Group shall further classify "Taxable Property" as either "Developed Property" or "Undeveloped Property". Finally, "Developed Property" will be assigned to the special tax classes listed in the RMAs.

**Task 2**      **Calculate Special Tax Requirement and Special Tax Rates**

This task involves Dolinka Group calculating the "Special Tax Requirement" and the special tax rates of the CFD for a given year. To calculate the "Special Tax Requirement", Dolinka Group shall use the balances in accounts and funds held by the trustee/fiscal agent and adhere to the flow of funds described in the trust/fiscal agent agreement. Upon calculating the "Special Tax Requirement", Dolinka Group shall employ the RMAs to set the special tax rates on "Developed Property" and "Undeveloped Property" to satisfy the "Special Tax Requirement".

**Task 3**      **Submit Special Taxes**

This task involves Dolinka Group submitting the special tax levy on or before August 10 of each fiscal year, or such other date specified by the County, to the Auditor-Controller for inclusion on the consolidated property tax bills. Dolinka Group shall submit the special tax levy on media specified by the County.

**Task 4**      **Audit Account Statements**

This task involves Dolinka Group auditing the account statements of the CFD. As mentioned in Task 2, it is essential the trustee/fiscal agent adhere to the flow of funds described in the trust/fiscal agent agreements.



**Task 5**      **Calculate Letter of Credit**

This task involves Dolinka Group calculating the amount of the letter of credit required to be posted by the land developer/merchant builder(s), if applicable. Dolinka Group shall coordinate the amount of the letter of credit with the land developer/merchant builder(s) and the trustee/fiscal agent.

**Task 6**      **Prepare Reports**

This task involves Dolinka Group preparing reports either to assist the School District or that are required under the Mello-Roos Act. Such reports shall include (i) an Annual Special Tax Report containing the findings of the financial analysis and an explanation of the methodology employed to apportion the special taxes for the CFD, (ii) the California Debt and Investment Advisory Commission Report in accordance with Section 53359.5 of the Government Code as stated in SB 1464, (iii) the Continuing Disclosure Report required by the Securities and Exchange Commission, and (iv) the Use of Funds Report required by Senate Bill 165.

**Task 7**      **Disseminate Continuing Disclosure Report**

This task involves Dolinka Group disseminating the Continuing Disclosure Report prepared under Task 6 to the appropriate parties. Such report may be disseminated either electronically or by hard copy.

**Task 8**      **Calculate Prepayments**

This task involves Dolinka Group calculating prepayment amounts for existing property owners within the CFD. To the extent a prepayment occurs, Dolinka Group shall coordinate with the trustee/fiscal agent for the calling of bonds and the Tax Collector for revising the tax bill.

**Task 9**      **Identify Delinquent Special Taxes**

This task involves Dolinka Group identifying delinquent special taxes by reviewing special tax payment information from the County. Delinquent special taxes shall be identified for the first installment, second installment, and end of fiscal year. Dolinka Group shall assist the School District in adhering to covenants made to the bond holders regarding the remedy of delinquent special taxes. Such remedies may include, but not limited to, sending notices to property owners with delinquent special taxes. (Should Dolinka Group provide services beyond the first and second installment delinquency notices and the identification of the delinquency rate at the end of each fiscal year, such services shall be considered out of the Scope of Work and will be billed on a time and materials basis.)

**Task 10**      **Respond to Property Owners and Bond Holders**

This task involves Dolinka Group responding to existing and prospective property owners within the CFD and bond holders. Information provided by Dolinka Group shall be limited to public documents or calculations made to set the special tax rates.

## EXHIBIT B

### FEE SCHEDULE

#### **FULLERTON SCHOOL DISTRICT COMMUNITY FACILITIES DISTRICT ADMINISTRATION SERVICES**

The annual cost for Dolinka Group, LLC to perform the tasks listed in the Scope of Work for Fullerton School District ("FSD" or "District") shall be billed on a time and material basis with an annual maximum amount of \$10,000 (plus expenses) per fiscal year for Community Facilities District ("CFD") No. 2000-1, and \$12,000 (plus expenses) for CFD No. 2001-1.

|                    |            |
|--------------------|------------|
| President          | \$250/Hour |
| Vice President     | \$225/Hour |
| Director           | \$200/Hour |
| Senior Associate   | \$150/Hour |
| Associate          | \$125/Hour |
| Senior Analyst     | \$110/Hour |
| Analyst            | \$100/Hour |
| Research Assistant | \$ 85/Hour |

In addition to fees for services, Client shall reimburse Consultant for out-of-pocket expenses as outlined in section 3.2 of the Agreement.

If the School District requests additional consulting services in any year other than those covered in the Scope of Work, fees for services shall be negotiated between the School District and Dolinka Group at such time.

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CONSENT ITEM

**DATE:** April 3, 2012  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Susan Hume, Ed.D., Assistant Superintendent, Business Services  
**PREPARED BY:** Larry Lara, Director, Maintenance, Operations and Facility Services  
**SUBJECT:** APPROVE NOTICE OF COMPLETION FOR R. JENSEN COMPANY, INC., FOR INSTALLATION OF BALL WALLS AT ACACIA, FERN DRIVE, AND GOLDEN HILL SCHOOLS: FSD-11-12-CF-01

Background: On December 13, 2011, the Board of Trustees approved the award of a contract for Installation of ball walls at Acacia, Fern Drive, and Golden Hill Schools: FSD-11-12-CF-01, to R. Jensen Company, Inc. This project is now substantially complete.

Rationale: As this project is now determined to be substantially complete, staff recommends the Board authorize the filing of a Notice of Completion with the Orange County Clerk-Recorder's Office.

Funding: The completed contract amount is \$74,275.55 from Capital Facilities Fund (25).

Recommendation: Approve Notice of Completion for R. Jensen Company, Inc., for Installation of ball walls at Acacia, Fern Drive, and Golden Hill Schools: FSD-11-12-CF-01.

SH:LL:mm  
Attachment

RECORDING REQUESTED BY:  
Fullerton School District  
1401 West Valencia Drive  
Fullerton, CA 92833

AND WHEN RECORDED MAIL TO:  
Fullerton School District  
1401 West Valencia Drive  
Fullerton, CA 92833  
Facility Services Department

**EXEMPT RECORDING REQUESTED  
PER GOV. CODE SECTION 6103**

**THIS SPACE FOR RECORDER'S USE ONLY**

**TITLE OF DOCUMENT:**

**NOTICE OF COMPLETION OF WORK**

NOTICE IS HEREBY GIVEN that the Fullerton (Elementary) School District of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: Acacia School, 1200 N. Acacia Avenue; Fern Drive School, 1400 W. Fern Drive; and Golden Hill School, 732 Barris Drive, Fullerton, CA, the contract for the doing of which was heretofore entered into on the 13<sup>th</sup> day of December, 2011, which contract was made with R. Jensen Company, Inc., of Norco, CA, as contractor; that the work on said improvements was actually completed and accepted on the 3<sup>rd</sup> day of April, 2012, that title to said property vests in the Fullerton (Elementary) School District of Orange County; that the surety for the above-named contractor is the Contractors Bonding and Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: Installation of Ball Walls at Acacia, Fern Drive, and Golden Hills Schools: FSD-11-12-CF-01.

FULLERTON SCHOOL DISTRICT OF ORANGE COUNTY

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

Vice President of the Board of Trustees, 1401 West Valencia Drive, Fullerton, California 92833

STATE OF CALIFORNIA

COUNTY OF ORANGE

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_ day of \_\_\_\_\_, 2012, by Beverly Berryman, proved to me on the basis of satisfactory evidence to be the person who before me, says: That she is the Vice President of the Board of Trustees of the Fullerton School District of Orange County, California; that the Fullerton School District of Orange County, California, is the owner of said property described in the foregoing notice; that she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true and correct and are made under penalty of perjury under the laws of the State of California.

\_\_\_\_\_  
SUBSCRIBED AND SWORN TO BEFORE ME

\_\_\_\_\_  
Notary Public in and for said County and State

CONSENT ITEM

**DATE:** April 3, 2012

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

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

**SUBJECT:** APPROVE ADMINISTRATION AGREEMENT FOR A MEDICAL PROVIDER NETWORK (MPN) WITH WELLCOMP MANAGED CARE SERVICES, INC., EFFECTIVE APRIL 4, 2012 THROUGH APRIL 4, 2015

Background: The District provides treatment for its employees' job-related injuries and illnesses through its self-insured workers' compensation program. A medical provider network (MPN) will provide the most efficient and effective treatment options and services. An MPN is an entity or group of health care providers set up by an insurer or self-insured employer and approved by the administrative director of the Division of Workers' Compensation (DWC) to treat workers injured on the job.

District staff recommends implementation of the MPN through WellComp Managed Care Services, Inc. WellComp will provide the following services under the proposed agreement:

- Prepare and file the MPN application with the DWC
- Contract with medical providers to provide most cost-effective and efficient services to District employees
- Training and outreach to District staff regarding the implementation of the MPN
- Ongoing customer service to assist employees in accessing and utilizing the MPN
- Ongoing administration of the MPN

Rationale: Through the MPN, injured workers will be provided with quality medical care through their choice of a provider who is part of an exclusive network of health providers, each of whom is experienced with the California workers' compensation system.

Funding: Cost for the one-time filing fee to establish the MPN with the DWC is \$1,500.00. The ongoing access fee is \$60.00 per filed claim. The estimated annual ongoing cost is not to exceed \$5,000.00 a year. All costs will be paid from the Workers' Compensation Fund. The term of the contract is for three years from the date of implementation. Absent notice of termination by either party at least 180 days prior to the expiration date of the previous term, the agreement will renew automatically for another three-year term.

Recommendation: Approve administration agreement for a medical provider network (MPN) with WellComp Managed Care Services, Inc., effective April 4, 2012 through April 4, 2015.

**FULLERTON SCHOOL DISTRICT**  
**MEDICAL PROVIDER NETWORK**  
**ADMINISTRATION AGREEMENT**

This Medical Provider Network Administration Agreement (“Agreement”) is entered into between the Fullerton School District (“Client”) and WellComp Managed Care Services, Inc., a California corporation with its principal place of business at 99 Cherry Hill Road, Parsippany, New Jersey 07054 , as of this 4th day of April, 2012 (the “Effective Date”).

**RECITALS**

WHEREAS, Client is a self insured employer that desires, pursuant to California Labor Code Section 4616 et seq., to provide a medical provider network called the “WellComp™ MPN” (the “MPN”) to its employees

WHEREAS, WellComp Managed Care Services, Inc. is a medical provider network administrator (“MPN Administrator”) for self-insured employers, joint powers authorities, and insurance entities in California; and

WHEREAS, Client desires to engage an MPN Administrator to develop, implement, and administer the MPN, and desires to be the Client’s MPN Administrator and develop, implement, and administer the MPN.

NOW, THEREFORE, the undersigned parties agree as follows:

**AGREEMENT**

1. **Responsibilities of WellComp Managed Care Services, Inc.** In coordination with Client and its insured, WellComp Managed Care Services, Inc. will provide all services required for the timely and successful filing and for the administration of a medical provider network pursuant to Labor Code Section 4616 et seq. The services provided will include.

1.1 Contractual agreements for medical networks. WellComp Managed Care Services, Inc. will provide Client and [its insured] with access to the WellComp™ medical provider network, under which WellComp Managed Care Services, Inc. has or will enter into contractual agreements with medical providers and medical provider networks pursuant to C.C.R. Title 8 Sections 9767.3(d)(8)(C), (D) and (E).

1.2 Employee notice. WellComp Managed Care Services, Inc. will develop a notice as required under C.C.R. Title 8 Section 9767.12 (“Employee Notice”) and will (i) advise Client [and its insured] in the distribution of the Employee Notice to covered employees and (ii) work with Client [and its insured] to produce affidavits that the Employee Notice was distributed.

1.3 MPN application. WellComp Managed Care Services, Inc. will prepare, on behalf of Client, the MPN application to be filed with the Administrative Director (defined in Section 3.1) and all attachments thereto and other required filing for a validly organized medical provider network pursuant to Labor Code Section 4616 et seq. WellComp Managed Care Services, Inc. also agrees to prepare and file on behalf of Client up to one amendment of the MPN application for each 12 month period starting with the Approval Date. There will be no additional fee for that service.

1.4 Website access. WellComp Managed Care Services, Inc. will provide Client and covered employees with access to the WellComp™ website.

1.5 Member education and training. WellComp Managed Care Services, Inc. will undertake notices and explanations it determines to be appropriate to educate Client on utilizing the medical provider network, including, for example, educational materials, trainings, and teleconferences.

1.6 Information services. WellComp Managed Care Services, Inc. will publicize and monitor a toll free telephone number that is available to the Client and its covered employees, who may call to learn more about the MPN and its provider network;

1.7 Patient services. WellComp Managed Care Services, Inc. will coordinate patient services with Client. WellComp Managed Care Services, Inc. will be responsible for developing and distributing materials, such as a provider directory, that may reasonably be requested by covered employees.

1.8 Medical provider services. WellComp Managed Care Services, Inc. will be responsible for communication with medical providers within the MPN regarding medical providers' participation in the WellComp™ medical provider network.

1.9 On-going administration. WellComp Managed Care Services, Inc. will perform such acts as required for the on-going administration of the MPN, including any such acts as may reasonably be requested by Client.

2. **Responsibilities of Client.** Client acknowledges that the timely and successful filing and implementation and administration of the MPN will require cooperation between Client and WellComp Managed Care Services, Inc., and Client hereby agrees to make good faith efforts to perform such acts as may be reasonably requested by WellComp Managed Care Services, Inc., including:

2.1 Nominations of medical providers. Client shall provide information on medical providers nominated by Client in the form requested by WellComp Managed Care Services Inc.

2.2 Required data. Client shall provide information about Client, as requested by WellComp Managed Care Services, Inc. for performance of WellComp Managed Care Services, Inc. obligations under this Agreement, including information required to file the MPN application such as the facilities locations of Client.

2.3 Except as set forth in Section 1 above, Client and its insured shall be responsible for the printing and distribution costs of materials including the Employee Notice; except that, if Client requests WellComp Managed Care Services, Inc. to arrange for the printing of the Employee Notice, the cost for each notice shall be twelve and one half cents (\$.125) per Employee Notice.

### 3. **Consideration**

3.1 **Filing and Administration Fee.** Client shall pay WellComp Managed Care Services, Inc. a one-time filing fee of fifteen hundred dollars (\$1,500). Such fee shall be due on or before the date that the MPN application is filed with the Administrative Director of the California Division of Workers' Compensation ("AD").

3.2 **MPN Access Fee.** Pursuant to this Agreement, Client shall pay WellComp Managed Care Services, Inc. a per claim access fee equal to sixty dollars (\$60.00), which shall be an allocated expense to each individual workers' compensation claim that accesses the MPN (the "Access Fee"). The Access Fee shall only be applied once per claim for the duration of this Agreement.

3.3 **Negotiated Discounts.** Certain agreements between WellComp Managed Care Services, Inc. and medical providers contain negotiated arrangements for reduced reimbursement below the Official Medical Fee Schedule, a portion of which discount is retained by WellComp Managed Care Services, Inc. to subsidize network administration. These arrangements are described in the WellComp™ Medical Provider Agreement, attached hereto as Exhibit A. Client acknowledges that the compensation it would otherwise pay WellComp Managed Care Services, Inc. would be higher without this arrangement to which the Client expressly consents.

### 4. **Term and Termination**

4.1 **Term of Agreement.** This Agreement is effective as of the Effective Date and shall continue through the earlier of (i) the last day of the 36th month after the Approval Date (the "Term") or (ii) the date that the AD suspends or terminates the MPN. If this Agreement terminates due to the expiration of the Term, the Agreement shall automatically renew for consecutive 36-month terms, commencing on the day following the expiration of the previous term, unless either party gives the other party notice of termination at least 180 days prior to the expiration date of the previous term, in which case this Agreement shall terminate as of the expiration date of the previous term.

The "Approval Date" shall mean the date that the MPN application is approved by the AD or deemed approved pursuant to California Labor Code 4616(b) and California Code of Regulations (C.C.R.) Title 8 Section 9767.2

4.2 **Termination for Material Breach.** Either party may terminate this Agreement for material breach of this Agreement by the other party in the following circumstances:

(a) If such breach is reasonably capable of being cured in sixty (60) Days, and the breach has not been cured within 60 Days of notice from the non-breaching party; or



(b) If such breach cannot be reasonably be cured within sixty (60) Days, and if the breaching party has not begun to cure or remedy such breach within sixty (60) Days of notice from the non-breaching party, or if the breaching party has not diligently continued to prosecute a cure until such default is cured or remedied, or in any event if the breach is not cured within one hundred and twenty (120) Days of notice from the non-breaching party.

(c) If Client fails to pay monies due WellComp Managed Care Services, Inc. within thirty (30) days after written notice, that payment is past due.

**4.3 Termination for Changes in Law.** If there are changes in workers' compensation laws during the term of this Agreement which make it impossible for a party to fulfill its obligations under this Agreement, the affected party may notify the other in writing to request amendment of the Agreement to comply with those changes. Such written notice shall include specific citations to the relevant changes in the law and be accompanied by a letter from legal counsel outlining how changes in the law affect a party's obligation to fulfill its obligations. The parties shall negotiate in good faith over such amendments. If the parties are unable to agree upon such amendments within ninety (90) Days of receipt of the notice described in this Section, either party may terminate this Agreement upon an additional ninety (90) Days notice.

## 5. Insurance Coverage

**5.1 Blanket Fidelity Bond.** WellComp Managed Care Services, Inc. will maintain or cause to be maintained in effect a blanket fidelity bond or equivalent insurance, such as Third Party Crime insurance, in an amount not less than Five Hundred Thousand Dollars (\$500,000), covering any and all principals, officers and employees involved in performance of the Agreement.

**5.2 Errors and Omissions Insurance.** WellComp Managed Care Services, Inc. will maintain or cause to be maintained Errors and Omissions Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.

**5.3 Commercial General Liability Insurance.** WellComp Managed Care Services, Inc. will maintain or cause to be maintained commercial general liability insurance in the amount not less than one million dollars (\$1,000,000), which shall be primary over any other insurance carried by Client.

## 6. General Conditions

### 6.1 Indemnification.

(a) WellComp Managed Care Services, Inc. shall indemnify, hold harmless and defend Client, its agents, employees, assigns, successors, officers and directors against any and all loss, damage, fines, liability, costs and expenses, including without limitation reasonable attorney fees and costs that Client may become obligated to pay to the extent such loss, damage,

finances, liability, costs and expenses are due directly to the acts or omissions of WellComp Managed Care Services, Inc., its agents, employees, officers or directors. Client agrees to notify WellComp Managed Care Services, Inc. immediately in writing of any claim, demand, notice of liability, or action.

(b) Client shall indemnify, hold harmless and defend WellComp Managed Care Services, Inc., its agents, employees, assigns, successors, officers and directors against any and all loss, damage, fines, liability, costs and expenses, including without limitation reasonable attorney fees and costs WellComp Managed Care Services, Inc. may become obligated to pay to the extent such loss, damage, fines, liability, costs and expenses are due directly to the acts or omissions of Client, its agents, employees, officers or directors. WellComp Managed Care Services, Inc. agrees to notify Client immediately in writing of any claim, demand, notice of liability or action.

**6.2 Confidentiality of this Agreement.** To the extent reasonably possible, each party agrees to maintain this Agreement as a confidential document and not to disclose the Agreement to any third party or any of its terms without the prior approval of the other party.

**6.3 Non-Disclosure.** WellComp Managed Care Services, Inc. agrees that Client, its directors, officers, employees, affiliates, subsidiaries, representatives, agents, assigns, or successors, may use WellComp Managed Care Services, Inc. Confidential Information (as defined below) during and after the term of this Agreement in connection with the services provided under this Agreement and in connection with the normal activities and administration of the MPN. However, neither Client, nor its directors, officers, employees, affiliates, subsidiaries, representatives, agents, assigns or successors, may disclose WellComp Managed Care Services, Inc. Confidential Information to anyone, whether directly or indirectly, except as otherwise required by law or with WellComp Managed Care Services, Inc. consent or as reasonably necessary to carry out the normal activities and administration of the MPN or its successor or affiliated entities. Confidential Information shall be defined as WellComp Managed Care Services, Inc. proprietary and unique information as pertaining to the development, implementation and administration of MPN networks, including, but not limited to, business plans, strategic plans, concepts, business methods, customer lists and addresses, contracts, marketing plans, trademarks and copyrights. Client shall assure that its directors, officers, employees, affiliates, subsidiaries, agents, assigns or successors comply with the foregoing obligations.

**6.4 Additional Assurance.** The provisions of this Agreement shall be self-operative and shall require no further agreement by the Parties except as may be specifically provided in this Agreement. However, Client shall execute such additional instruments and take such additional acts as may be reasonably requested in order to effectuate this Agreement.

**6.5 Relationship of Parties.** This Agreement does not and shall not be construed to create the relationship of agent, employee, partnership, joint venture, or association between the parties, but is an agreement by and between two independent contractors.

**6.6 Assignment.** This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. No person or entity shall be a third-party beneficiary of this Agreement. Client and WellComp Managed Care Services, Inc. shall not

assign, sell or otherwise transfer this Agreement or any interest in it, without the prior written consent of the other party. However, Client and WellComp Managed Care Services, Inc. may assign this Agreement and its rights, interests and benefits hereunder to any controlled affiliate or successor entity of Client or WellComp Managed Care Services, Inc., respectively; provided such assignee assumes the assignor's obligations in writing.

6.7 **Non-Exclusive Arrangement.** WellComp Managed Care Services, Inc. may contract to provide Services to employers or insurers or other entities other than Client.

6.8 **Governing Law.** This Agreement shall be governed by and construed in accordance with the applicable federal laws and regulations and the laws of California without resort to principles of conflicts of laws.

6.9 **Force Majeure.** Either party shall be excused from any inability to meet its obligations under this Agreement due to extraordinary circumstances beyond its reasonable control occasioned by war, riot, insurrection, civil commotion, fire, flood, earthquake, extreme weather or other act of God.

6.10 **Amendments.** This Agreement may not be modified without the express written approval of all Parties except as otherwise provided in this Agreement.

6.11 **Waiver.** No waiver by any Party of any breach or violation of any provision of this Agreement shall operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision.

6.12 **Severability.** In the event any portion of this Agreement is found to be void, illegal, or unenforceable, the validity or enforceability of all other portions shall not be affected.

6.13 **Captions.** Captions in this Agreement are descriptive only and do not affect the intent or interpretation of the Agreement.

6.14 **Entire Agreement.** This Agreement supersedes any prior agreements, promises, negotiations, or representations, either oral or written relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

|                                      |  |
|--------------------------------------|--|
| WellComp Managed Care Services, Inc. | Fullerton School District                        |
| By: _____                            | By: _____  |
| Name: _____                          | Name: <u>Susan Cross Hume, CPA, CIA</u>          |
| Title: _____                         | Title: <u>Assistant Superintendent, Business</u> |

**Exhibit A**

**WellComp™ Medical Provider Agreement**

# WellComp

MEDICAL PROVIDER NETWORK

## PROVIDER AGREEMENT

THIS PROVIDER AGREEMENT (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_ 2011, and made effective as of Effective Date, by and between \_\_\_\_\_ (**PLEASE PROVIDE**) ("Medical Provider") and WellComp Managed Care Services, Inc. (Wellcomp), a California corporation with its principal place of business at 99 Cherry Hill Road, Parsippany, New Jersey 07054.

### RECITALS

WHEREAS, the Company offers and administers on behalf of its client employers a Medical Provider Network (referred to herein as the "WellComp Network") and wishes to arrange for the provision of medical services to individuals covered under such network.

WHEREAS, Medical Provider is a physician, healthcare professional, provider of ancillary services, or entity contracting with physicians and/or healthcare providers to provide medical services and is licensed in the State of California to provide professional services in the field of \_\_\_\_\_ (**PLEASE PROVIDE**) and in the specialty of \_\_\_\_\_ (**PLEASE PROVIDE**).

WHEREAS, the Company desires to engage Medical Provider to deliver or arrange for the delivery of medical services through the WellComp Network, and Medical Provider is willing to deliver medical services on the terms specified herein.

WHEREAS, this Agreement is entered into by the Parties for the purpose and with the intention of fulfilling the obligations set forth in California Rules and Regulations ("C.C.R.") Title 8 Sections 9767.3(d)(8)(C), (D) and (E).

NOW THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the Parties agree as follows:

#### 1. Definitions

1.1 Claims Administrator. A self-administered insurer, a self administered self-insured employer, or a third-party administrator for a self-insured employer, insurer, legally uninsured employer or joint powers authority.

1.2 Covered Employee. An employee whose employer or employer's insurer has established an MPN using the WellComp Network for the provision of Medical Treatment for its injured employees.

1.3 Effective Date. The date that the Administrative Director of the California Division of Workers' Compensation approves the WellComp Network as a Medical Provider Network.

1.4 Maximum Medical Improvement. The point of an employee's recovery at which little or no improvement can be gained through continued medical care. For the purpose assessing permanent disability, the term "Maximum Medical Improvement" as used under the AMA Guidelines and the term "Permanent and Stationary" as used in the Labor Code are used synonymously.

1.5 Medical Provider. A physician, healthcare professional, provider of ancillary services, or entity contracting with physicians and/or healthcare professionals to provide medical services; who is qualified to provide medical services and, upon execution of this Agreement, has agreed to provide medical services to Covered Employees and to become part of the WellComp Network.

1.6 Medical Provider's Affiliated Physicians of Providers. Physicians or other professionals required to be credentialed by Company and who are employees or independent contractors of Medical Provider who will assist Medical Provider in providing Medical Services under this Agreement.

1.7 Medical Provider Network ("MPN"). A network of medical providers established by an employer to provide medical treatment for occupational injuries and illnesses pursuant to California Labor Code ("Labor Code") Section 4616 *et seq.*

1.8 Medically Necessary. Those services used in the scope of service by a Medical Provider or his/her Affiliated Physicians and Providers, which are: (a) rendered for the treatment and diagnosis of illness; and (b) appropriate for the symptoms, consistent with the diagnosis and otherwise in accordance with sufficient scientific evidence and professionally recognized standards; and (c) not furnished primarily for convenience of the Covered Employee, Medical Provider or other provider of services; and (d) furnished in an economically efficient manner, which may be provided safely and efficiently of the Covered Employee.

1.9 MPN Applicant ("Applicant"). A self-insured employer, joint powers authority, or an insurer admitted to transact workers' compensation insurance in the State of California (an Applicant is herein also referred to as "MPN Employer").

1.10 MPN Applicant Designee. An entity or individual identified by the Applicant, who, by agreement can prepare and file the MPN application on behalf of the Applicant. MPN Applicant Designee can be the Company, a Claims Administrator, claims examiner or other entity or person responsible for administration of the Applicant's workers' compensation claims.

1.11 Medical Treatment. Medical treatment that an employer is required to provide to a Covered Employee who alleges or sustains an occupational injury arising out of the course and scope of employment under California's workers' compensation laws and regulations.

1.12 Primary Treating Physician. A physician who is responsible for managing the care of the employee and who has examined the employee at least once for the purpose of rendering a prescribed treatment and has monitored the effects of the treatment thereafter.

1.13 Second Opinion. An opinion rendered by a Medical Provider after an in person examination to address a Covered Employee's dispute over either the diagnosis or the treatment prescribed by an initial treating physician.

1.14 Secondary Treating Physician. Any physician other than the Primary Treating Physician who examines or provides treatment to the employee but is not primarily responsible for continuing management of the care of the employee.

1.15 Third Opinion. An opinion rendered by a Medical Provider after an in person examination to address a Covered Employee's dispute over either the diagnosis or the treatment prescribed by a treating physician rendering a Second Opinion.

1.16 Utilization Review. Utilization management functions as defined in Labor Code Section 4610 that prospectively, retrospectively or concurrently review the provision of Medical Treatment in compliance with Company's rules, regulations, policies and procedures as amended from time to time by Company.

## 2. Delivery of Services

2.1 Services. Medical Provider shall make determinations and provide (or, if Medical Provider is an entity, through its affiliates arrange for provision) of medical services to treat occupational injuries to Covered Employees as reasonably required to cure or relieve the effects of such injury.

2.2 Referrals. Medical Provider shall provide referrals for Medically Necessary services, provided that referrals outside of the WellComp Network must be authorized by the MPN Employer or its Claims Administrator in compliance with Company's rules, regulations, procedures and policies, as amended from time to time by Company.

2.3 Medical Responsibility. Medical services and referrals shall be provided in accordance with generally accepted clinical and ethical standards.

2.4. Medical Provider Representations and Warranties. Medical Provider represents and warrants to the Company that:

(a) Medical Provider is not and shall not be bound by any agreement or arrangement which would preclude Medical Provider from entering into, or from fully performing the services required under, this Agreement;

(b) Medical Provider's license (and the license of Medical Provider's Affiliated Physicians and Providers) has never been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way in any jurisdiction;

(c) Medical Provider, his/her Affiliated Physicians and Providers shall maintain any and all licenses, certificates or other legal authority or approval required by California and federal laws and regulations to perform the duties required under this Agreement or is/are exempt from such requirements.

(d) Medical Provider's privileges (and the privileges of Medical Provider's Affiliated Physicians and Providers) at any health care facility have never been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or made subject to terms of probation or any other restriction;

(e) Medical Provider, his/her Affiliated Physicians and Providers have never been convicted of a felony, crime of moral turpitude or criminal offense related to health care, has never had his/her DEA permit denied, suspended, revoked or has never been listed by any federal or state agency as excluded or otherwise ineligible for federal or state program participation.

(f) If Medical Provider is an entity: Medical Provider is registered in good standing in the State of California and is in compliance will all applicable laws and regulations.

2.5 Notification. Medical Provider shall immediately notify Company of any event causing or likely to cause a failure by Medical Provider to meet the professional qualification requirements and standards set forth in this Section 2.4 and shall immediately notify Company of any legal, ethics, or other action against Medical Provider or his/her Affiliated Physicians or Providers. Such actions include, but are not limited to, actions by applicable state regulatory board, professional associations or hospitals and malpractice actions. Medical Provider hereby authorizes Company to receive reports on demand from the state licensure agencies, professional associations and other agencies which may maintain data relating to the legal status, litigation history or clinical performance of Medical Provider or his/her Affiliated Physicians or Providers.

2.6 Compliance with Rules and Laws. Medical Provider shall at all times comply with all policies, bylaws, rules and regulations of Company which are hereby incorporated by reference and may be amended by Company in its sole discretion from time to time, all standards applicable to Medical Provider's profession, and all applicable federal, state and local laws, rules and regulations.

2.7 Mutual Indemnification. Each party agrees to indemnify and hold the other harmless from any claim, loss, damage, liability, expense or obligation, including attorneys' fees, court costs and punitive or similar damages, resulting from that party's acts or omissions, except to the extent that recovery is made by the other party from insurance coverage in effect.

### 3. Compensation

3.1 Reimbursement. Medical Provider shall be reimbursed by MPN Employer for Medical Provider's services under this Agreement at a rate of ninety two percent (92%) of the relevant California workers' compensation fee schedule as promulgated in accordance with California's workers' compensation laws. The eight percent (8%) retained by the Company is in consideration of the substantial commitment made and services to be rendered by the Company hereunder and to help make our MPN more ubiquitous in the marketplace by passing savings onto MPN Employers. Medical Provider acknowledges and agrees that this percentage represents the fair market value in the community for the quality, type and amount of services provided to Medical Provider by the Company and for the benefit of being a member of the Company.



3.2 Billing. Medical Provider shall submit requests for reimbursement to the MPN Employer or its Claims Administrator in compliance with Company's rules, regulations, procedures or policies, which shall be provided to Medical Provider. Medical Provider's billing may be subject to re-pricing by the Company in accordance with the Fee Schedule. Medical Provider, his/her Affiliated Physicians and Providers and their staff may be required from time to time to attend classes or seek continuing education with respect to workers' compensation billing and/or Company's procedures and policies.

#### 4. Medical Provider Qualifications

4.1 Standards. Medical services provided by or arranged for by Medical Provider shall be delivered by personnel with a license in good-standing and qualified by adequate training or experience to discharge their responsibilities and operate their facilities in a manner that complies with applicable laws, regulations and generally accepted standards in the industry.

4.2 Certification. The Medical Provider shall complete and warrants as true and correct all information contained in the WellComp Provider Profile and Certification attached as Exhibit A, and hereby represents and warrants that Medical Provider is qualified, licensed, competent, and insured to provide medical care pursuant to Labor Code 4600 *et seq.* and meets all requirements set forth in this Agreement.

4.3 Credentialing. Medical Provider shall comply with all credentialing and re-credentialing standards and requirements established by Company as set forth in the Company's rules, regulations, procedures and policies as amended by Company from time to time in its own discretion, or as otherwise required by applicable law or regulations. Medical Provider must meet Company's credentialing standards and must be approved by the Company before providing or arranging services under this Agreement. However, if Medical Provider is a entity that credentials its Affiliated Physicians and Providers, the Company may waive this Section if the Company receives and provides written acceptance of Medical Provider's own credentialing policy.

4.4 Non-Discrimination. Medical Provider agrees that it, and/or each of its Affiliated Physicians and Providers, shall not differentiate or discriminate in its provisions of medical services to Covered Employees because of race, color, ethnic origin, national origin, religion, sex, martial status, sexual orientation, income, disability, or age.

4.5 Responsibility for Own Acts/Insurance. Each of the parties to this Agreement shall be responsible for their own acts. Medical Provider, at his/her sole cost or expense, shall maintain throughout the term of this Agreement and for a period of five (5) years following the termination of this Agreement, professional liability insurance in the minimum amount of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate. Medical Provider shall also maintain general liability insurance, including but not limited to premises, personal injury and contractual liability insurance, in a minimum amount of one million dollars (\$1,000,000.00) per occurrence, combined single limit, bodily injury and property damage, to insure Medical Provider his/her employees, agents and representatives against claims for damages. A certificate of insurance shall be issued to Company prior to the commencement of this Agreement and upon the renewal of the insurance coverage specified in this Section. All insurance required under this Agreement shall be provided by insurers who are

licensed to do business in California. Company shall receive thirty (30) days' prior written notice of cancellation or material reduction in the insurance coverage specified in this Section. Notwithstanding any other provision of this Agreement, failure to provide the certificate of insurance shall be grounds for immediate termination of this Agreement.

## 5. Company's Obligations

5.1 List of Medical Providers. In cooperation with an MPN Employer, the Company shall list Medical Provider by specialty as part of the WellComp MPN, on or within a reasonable time after the Effective Date. This list of Medical Providers ("Medical Provider List") shall be:

(a) Made available to an MPN Employer's Covered Employees within on or within a reasonable time after the Effective Date and within a reasonable time of any amendment or revision thereof.

(b) Referred to in arranging for an initial medical evaluation with a physician in the WellComp Network after an injury to a Covered Employee.

(c) Provided or otherwise made accessible to Covered Employees seeking Second and Third Opinions and physicians in accordance with C.C.R Title 8 Section 9767.7.

5.2 Administration. The Company shall perform all administrative, enrollment and other functions required in the development and maintenance of a validly organized MPN.

5.3 Utilization Review. Notwithstanding anything to the contrary contained herein, this Agreement prevents neither (i) MPN Employer's obligation to submit medical request to the Company's Utilization Review process nor (ii) Medical Providers right to appeal any Utilization Review by the Company.

5.4 Claims Management. The MPN Applicant, through submission of its plan to the Administrative Director of the California Division of Workers' Compensation, will work with the Company or an MPN Applicant Designee to handle all correspondence, billing, and other administrative matters on behalf of the MPN Employer.

## 6. Medical Provider's Obligations

### 6.1 Provision of Services.

(a) If MPN Employer or its Claims Administrator arrange for an initial medical evaluation of an injured Covered Employee with Medical Provider, and Medical Provider is available within the time requested and required by C.C.R Title 8 Section 9767.5(f), then Medical Provider shall evaluate the Covered Employee and, if Medically Necessary, begin treatment.

(b) After this initial visit, Medical Provider shall continue to provide Medical Treatment to the Covered Employee until (i) MPN employer or its Claims Administrator notify Medical Provider that another Primary Care Provider or Secondary Care Provider will be treating the employee or (ii) the Covered Employee's workers' compensation claim has been denied.

(c) If Medical Provider is unqualified to treat the particular health care condition suffered by the Covered Employee or a referral is otherwise necessary, Medical Provider shall only refer a Covered Employee outside the MPN with prior written authorization by the MPN Employer or its Claims Administrator.

(d) If requested by a Covered Employee being treated in the MPN, and if Medical Provider is available within the time requested and required by C.C.R Title 8 Section 9767.5(f), Medical Provider agrees that it may be requested to render Second Opinions or Third Opinions.

## 6.2 Reporting Duties.

(a) If the Medical Provider is acting in the capacity of the Primary Treating Physician or the Secondary Treating Physician for a Covered Employee, the Medical Provider agrees:

(i) To report in accordance with C.C.R. Title 8 Section 9785.

(ii) In the case that the Covered Employee's occupational injury or illness results in permanent disability, the report generated pursuant to 6.1(a) above shall address permanent disability as defined in Labor Code Section 4660 and apportionment as defined in Labor Code Section 4663.

(b) If the Medical Provider is rendering a Second Opinion or Third Opinion, the Medical Provider agrees to report in accordance with C.C.R. Title 8 Section 9767.7(f).

6.3 Prior Treatment of Covered Employee. If the Medical Provider was treating a Covered Employee for an occupational injury or illness prior to the employee being covered under the WellComp Network, upon Medical Provider's agreement to be a participating provider pursuant to this Agreement, subsequent treatment of the Covered Employee shall fall within the WellComp Network to the extent permissible under law.

6.4 Continuity of Care. Medical Provider shall abide by the provisions of the Continuity of Care Policy, attached as Exhibit B.

6.5 Access Standards. The Medical Provider recognizes and agrees to the following access standards:

(a) The Medical Provider agrees to assist the MPN Employer in its obligation to provide non-emergent initial medical services to a Covered Employee within three business days of the MPN Employer's receipt of a Covered Employee request.

(b) The Medical Provider agrees to assist the MPN Employer in its obligation to provide non-emergent specialist services to a Covered Employee within 20 business days of the MPN Employer's receipt of Covered Employee request.

6.6 Alternative Work Duties for Employees. The Medical Provider agrees to assist the MPN Employer or its Claims Administrator in the process of determining opportunities for

transitional work assignments prior to a finding of Maximum Medical Improvement or permanent modified or alternate work duties post.

6.7 Second and Third Opinions. Medical Provider understands that from time to time, Covered Employees may request a Second Opinion or Third Opinion to resolve disputes regarding the diagnosis or treatment plan as prescribed by the Medical Provider acting as Primary Treating Physician or Secondary Treating Physician. When acting as the Primary Treating Physician or Secondary Treating Physician, Medical Provider agrees that should a Covered Employee request a Second or Third Opinion, Medical Provider will use its best efforts to provide all records and diagnostic test results necessary for a physician to render a Second Opinion or Third Opinion.

6.8 Utilization Review. The Medical Provider agrees to direct all treatment requests relating to Covered Employees through the Company's Utilization Review process. The Company's Utilization Review Program Summary is attached hereto as Exhibit C.

6.9 Referral Services. The Medical Provider agrees that when directed by the MPN Employer or its Claims Administrator, he/she will refer diagnostic, pharmaceutical, and durable medical equipment services to the requisite network provider designated by the MPN Employer, the Company, or the WellComp Network.

6.10 Medical Records. Medical Provider shall maintain all patient medical records relating to the services provided to Covered Employees under this Agreement in such form and containing such information as required by state and federal law, including, but not limited to, the Health Insurance Portability and Accountability Act and regulations promulgated thereunder ("HIPAA"). Medical Provider agrees to, at the request of MPN Employer, its Claims Administrator, or the Company, to transfer complete original or a complete copy of the medical records of any Covered Employee transferred to another provider within or outside the WellComp Network to the extent required by law for the proper administration of workers' compensation benefits and the provision of Medical Treatment. Medical Provider and Company shall enter into a Business Associate Agreement under HIPAA, if applicable. Medical Provider and his/her Affiliated Physicians and Providers shall maintain the confidentiality of all medical records of Covered Employees in accordance with state and federal law, including, but not limited to, HIPAA. In no event may Medical Provider use or disclose Protected Health Information within the meaning of HIPAA in any manner that violated or would violate HIPAA. The cost of reproducing such records shall be born by Medical Provider. This transfer of medical records shall be at no additional cost to the MPN Employer, the Company, or the WellComp Network and shall be made within a reasonable time following a request, but in no event less than five business days. Medical Provider agrees and understands that timely transfer of medical records is necessary to ensure continuity of care for Covered Employees. This provision of this Section shall survive the termination of this Agreement.

## 7. Term and Termination

7.1 Term. This Agreement shall commence on the Effective Date and shall be continuous until terminated pursuant to this Section 7.

7.2 Termination Without Cause. This Agreement may be terminated by either party with or without cause by providing written notice sixty (60) days in advance to the other.

7.3 Termination for Cause. This Agreement may be terminated for cause by either party (“the terminating party”) if the other party (“the breaching party”) breaches any material term, covenant or condition of this Agreement and fails to cure the breach within fifteen (15) days (“Cure Period”) of a written notice of termination underlying the cause of termination by the terminating party. If the breaching party fails to cure the breach within the Cure Period to the reasonable satisfaction of the terminating party or if the breach is not curable, the terminating party shall provide written notice of failure to cure the breach following expiration of the Cure Period and the Agreement shall terminate upon receipt of the written notice from the terminating party or at any such other date specified by such notice.

7.4 Immediate Termination of Medical Provider. Notwithstanding any other provision in this Agreement, this Agreement shall be terminated immediately by Company upon written notice to Medical Provider or Affiliated Physicians or Providers in the following circumstances:

(a) Failure to meet any requirement of Section 2.4.

(b) Cancellation, termination or lapse of Medical Provider’s or his/her Affiliated Physicians or Providers’ professional liability or general liability insurance coverage required by this Agreement.

(c) Company’s reasonable determination that the services provided by Medical Provider or his/her Affiliated Physicians or Providers to Covered Employees do not meet community standards consisting of accepted, recognized and established professional practices in the community in which Medical Provider is located or that the health and safety of Covered Employees is jeopardized by the continuation of this Agreement.

7.5 Post-Termination Agreement. If this Agreement is terminated but services are required beyond the termination date pursuant to California Labor Code Section 4616.2(d) or any successor provision, Medical Provider shall continue to provide such services for required amount of time after termination of the Agreement, as determined by Company, and pursuant to the same contractual terms and conditions in this Agreement, including compensation.

7.6 Legal Jeopardy. If (a) either party obtains a written opinion of legal counsel stating that, in the event of an audit or investigation by a governmental agency, this Agreement is likely to be challenged by such governmental agency as illegal or improper or resulting in fines, penalties or exclusion from state or federal programs for either party; or (b) a governmental agency or court issues a new rule, regulation, standard, interpretation, order or decision that materially and adversely affects the legality of this Agreement or which subjects either party to a risk of prosecution or civil monetary penalty, or which indicates a rule or regulation with which a party, in its good faith judgment, desires further compliance, then that party may give the other notice of intent to amend or terminate this Agreement. Such notice shall set forth in sufficient detail a) the legal event giving rise to the notice; b) the consequences of the legal event as to the noticing party; c) the noticing party’s intention to terminate or amend this Agreement; d) the noticing party’s proposed amendment and e) the noticing party’s request for commencement of

the renegotiation period. Within thirty (30) days of such notice, the parties shall meet and confer to discuss mutually acceptable means of restructuring the relationship to eliminate the legal concern. In the event that the parties are unable to reach agreement on new terms within sixty (60) days of their meeting, this Agreement shall automatically terminate.

7.7 Fair Hearing Plan. Medical Provider acknowledges and agrees that this Agreement may be terminated in accordance with this Section 7 without the necessity of a fair hearing before the Company's Board of Directors, or any other body, except as otherwise permitted and set forth in the Company's Fair Hearing Plan, which is attached as Exhibit D.

## 8. Confidential and Proprietary Information.

During the term and after the date of termination of this Agreement, Medical Provider and his/her Affiliated Physicians and Providers shall maintain confidential all information designated in this Section ("Confidential Information"). The Confidential Information consists of: (a) all information containing the names, addresses and telephone numbers of Covered Employees and MPN Employers and officers, directors, employees and agents of such MPN Employers; (b) Company's manuals, rules, regulations, procedures and policies; (c) Company's marketing, promotional materials and all information pertaining to Company's business plan, strategic plans, business methods, forms, procedures and innovations, customer lists, volumes and pricing, any and all terms of agreements between Company and other parties (including, but not limited to, lenders, borrowers, clients, employers, buyers and sellers), information regarding Company's current or prospective plans and the cost of such services to Company, and information generally related to the development of Company's business and the related information, utilization review, technical support and customer service and (d) any other information compiled and created by Company which is proprietary to Company and which Company identifies in writing to Medical Provider. Medical Provider and his/her Affiliated Physicians and Providers may only use the Confidential Information to the extent necessary to perform their duties under this Agreement or upon express prior written permission of Company.

## 9. Dispute Resolution

9.1 Notices. Except as provided for in Section 7 above, in the event of a claim, dispute, including payment dispute, or other matter between or among WellComp, the Company, and Provider arising out of, relating to, or in any way connected with this Agreement (collectively, "Disputes," or each, individually, a "Dispute"), including the performance of or failure to perform any term, covenant, or condition in this Agreement, either the Company or Provider shall submit a notice regarding the nature of the Dispute to the other party to the following address: Dispute Resolution Notice, c/o Devora Brainard, WellComp Managed Care Services, Inc., P. O. Box 59914., Riverside CA 92517, (951) 892-7200. Thereafter, Provider Network and Client shall meet and confer in good faith to resolve the Dispute or Disputes.

9.2 Dispute Process. The Company and Provider, or each parties designees, shall work together to reach a resolution of the Dispute, and shall not involve MPN Employer in any manner concerning such Dispute, except to the extent that an MPN Employer is an indispensable party in reaching a resolution. If a Dispute is not resolved by the parties within 90 Days after the notice, at the election of either party, the Dispute shall be submitted to the Workers' Compensation Appeals Board (WCAB) in accord with the California Labor Code and all applicable procedures, rules and regulations.

9.3 Cooperation on Complaints. When any complaint relating to this Agreement is brought to the attention of WellComp, the Company, or Provider, the parties shall cooperate to investigate complaints promptly and shall use their best efforts to resolve complaints in an expeditious, fair, and equitable manner. Such cooperation shall include, but not be limited to, meeting with each other, providing information bearing on the complaint, and taking all reasonable actions necessary to resolve the complaint.

10. General Provisions

10.1 Confidentiality of this Agreement. To the extent reasonably possible, each party agrees to maintain this Agreement as a confidential document and not to disclose the Agreement or any of its terms without the prior and specific written approval of the other party.

10.2 Additional Assurance. The provisions of this Agreement shall be self-operative and shall require no further agreement by the Parties except as may be specifically provided in this Agreement. However, at the request of either Party, the other Party shall execute such additional instruments and take such additional acts as may be reasonably requested in order to effectuate this Agreement.

10.3 Governing Law. This Agreement shall be governed by and construed in accordance with the applicable federal laws and regulations and the laws of California.

10.4 Notice. Any notice, demand, or communication required, permitted, or desired to be given shall be deemed effectively given when personally delivered or sent by fax or mail to the addresses listed below:

(a) If to the Company:

WellComp Managed Care Services, Inc.  
P.O. Box 59914  
Riverside, CA 92517

(b) If to the Medical Provider (**PLEASE PROVIDE**):

Provider: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

10.5 Third Party Beneficiaries; Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors, and assigns. No person or entity shall be a third-party beneficiary of this Agreement. Medical Provider and Company shall not assign, sell or otherwise transfer this Agreement or any interest in it, without the prior consent of the other party. However, Company may assign this Agreement and its rights, interests and benefits hereunder to any affiliate or successor entity of Company.

10.6 Amendments. This Agreement may not be modified without the express written approval of both Parties except as otherwise provided in this Agreement.

10.7 Waiver. No waiver by either Party of any breach or violation of any provision of this Agreement shall operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision.

10.8 Severability. In the event any portion of this Agreement is found to be void, illegal, or unenforceable, the validity or enforceability of all other portions shall not be affected.

10.9 Entire Agreement. This Agreement supersedes any prior agreements, promises, negotiations, or representations, either oral or written relating to the subject matter of this Agreement.

10.10 Incorporation of Exhibits and Company's Rules, Regulations, Procedures and Policies. All exhibits to this Agreement and Company's rules, regulations, procedures and policies are an integral part of this Agreement and are incorporated in full herein by this reference. Notwithstanding any provision in this Agreement, Company may unilaterally amend the Exhibits and its rules, regulations, procedures and policies, which shall become effective thirty (30) days after notice of the amendment to Medical Provider.

10.11 Independent Contractor Relationship. The relationship between Company and Medical Provider is an independent contractor relationship. Neither Medical Provider nor his/her Affiliated Physicians or Providers, nor Medical Provider's other employees or agents are partners, employees or agents of Company and neither Company nor its employees or agents are partners, employees or agents of Medical Provider. None of the provisions of this Agreement shall be construed to create a relationship of agency, representation, joint venture, ownership, control of employment between the parties other than that of independent parties contracting solely for the purpose of effectuating this Agreement. Nothing contained in this Agreement shall cause either party to be liable or responsible for any debt, liability or obligation of the other party or any third party unless such liability or responsibility is expressly assumed by the party sought to be charged therewith.

10.12 Independent Counsel. The parties represent and warrant that they have consulted with (or had the opportunity to consult with) their own independent legal counsel or advisors concerning their rights and duties under this Agreement, and have read and understand the terms of this Agreement. In the case of any uncertainty under this Agreement, this Agreement shall be construed without regard to which party was primarily responsible for drafting this Agreement.

10.13 Cooperation in Legal Proceedings. Upon the request of Company, Medical Provider shall cooperate fully with Company in the prosecution or defense of any threatened or initiated claims, investigations, hearings or legal proceedings of any nature involving or potentially involving Company.

10.14 Captions. Captions in this Agreement are descriptive only and do not affect the intent or interpretation of the Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their names by the undersigned, the same being duly authorized to do so.

Accepted By:

Accepted By:

**MEDICAL PROVIDER**

**WELLCOMP MANAGED CARE SERVICES, INC.**

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
(Please print or type name)

\_\_\_\_\_  
(Please print or type name)

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

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

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

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

Entity Tax ID: \_\_\_\_\_

**Exhibit A**

## WellComp Provider Profile and Certification

Before you return the requested information please be sure that you have included:

- Copies of Primary Hospital Privileges
- Copy of Curriculum Vitae (CV) or resume
- Copy of Foreign Medical School (ECFMG) Certificate
- Explanation to questions answered YES on Page 4  
(Malpractice information within the past five years)
- Copy of Malpractice Insurance Certificate  
(Including limits and policy period)
- Copy of General Liability Insurance  
(Including limits and policy period)
- Signed Release of Information
- Copy of Residency Certificate
- Copy of Medical Graduation
- Copy of Board Certificate
- Copy of State Pharmacy License (Nevada Providers Only)
- Copy of current DEA Certificate
- Copy of current State License
- W-9 (Request for Taxpayer Identification)
- Complete physician roster for all locations

Please Note: Your Provider Profile cannot be processed without these items. Please call if we can be of any assistance.

PLEASE RETURN:  
**WellComp Managed Care Services, Inc.**  
**Credentialing Department**  
P.O. Box 59914  
Riverside, CA 92517  
Ph: (800) 544-8150 | Fax: (888) 620-6921

WellComp Managed Care Services

MPN PROVIDER PROFILE

ALL INFORMATION SHALL REMAIN CONFIDENTIAL AND ONLY USED FOR THE PURPOSE OF VERIFYING YOUR CREDENTIALS.

INSTRUCTIONS:

- 1. THIS FORM SHOULD BE TYPED OR PRINTED.
2. THIS FORM IS SPECIFIC TO TAX IDENTIFICATION NUMBER:
3. IF MORE SHEETS ARE NEEDED THAN PROVIDED ON ORIGINAL, ATTACH ADDED SHEETS WITH REFERENCE TO QUESTIONS BEING ANSWERED.
4. EVERY QUESTION MUST BE ANSWERED.

Completion of this form does not indicate a binding agreement. If accepted, the appropriate Agreement must be executed by both parties and must match W-9 & WellComp Provider Agreement.

PROVIDER IDENTIFICATION - Information will be used in directories.

Last First MI Degree
AKA Names Email Address
Physician NPI (National Provider Identifier) # Are you a QME or AME
Do you, the provider, fluently speak a language other than English? If Yes, list language(s):

PRIMARY OFFICE INFORMATION - Information will be used in directories.

Practice Name Phone #
Physical Address City State Zip
Tax ID/SSN Group NPI (National Provider Identifier) #
Do you provide 24 hour coverage?
Are you an Urgent Care facility?

Table with 8 columns: Hours of Operation, MONDAY From / To, TUESDAY From / To, WEDNESDAY From / To, THURSDAY From / To, FRIDAY From / To, SATURDAY From / To, SUNDAY From / To.

CORRESPONDENCE ADDRESS

Check here if same as primary location.

Correspondence Type (Check all that apply)
Credentiaing Billing
Mailing Other (Specify)

Address City State Zip
Contact Name Phone # Email Address

**ADDITIONAL INFORMATION**

% of treatment Non-Occupational \_\_\_\_\_%

Patient referral referred from:

Employer \_\_\_\_\_%

Applicant Counsel \_\_\_\_\_%

Employee \_\_\_\_\_%

Defense Counsel \_\_\_\_\_%

**PRACTICE INFORMATION**

Answering service/After-hours phone number (\_\_\_\_\_) \_\_\_\_\_

Number of years in practice \_\_\_\_\_

Number of years in practice in current state \_\_\_\_\_

Do you accept Medicare Assignment? Yes No

List **other** licensed practitioners in your office(s)

Name \_\_\_\_\_ Degree \_\_\_\_\_ Tax ID/SSN \_\_\_\_\_

Name \_\_\_\_\_ Degree \_\_\_\_\_ Tax ID/SSN \_\_\_\_\_

Name \_\_\_\_\_ Degree \_\_\_\_\_ Tax ID/SSN \_\_\_\_\_

Name \_\_\_\_\_ Degree \_\_\_\_\_ Tax ID/SSN \_\_\_\_\_

Is your business designated as one or more of the following?

Small Business Enterprise (SBE) Yes No

Disabled Veteran Business Enterprise (DVBE) Yes No

Women Business Enterprise (WBE) Yes No

Minority Business Enterprise (MBE) Yes No

Disadvantaged Business Enterprise (DBE) Yes No

Supplier Education & Economic Development (SEED) Yes No

***If you answered yes to one or more of the above, please attach a copy of your current certification for each designation.***

Call Coverage. List the name of each member in the Group. (Use attached list if necessary).

Name \_\_\_\_\_ Specialty \_\_\_\_\_ TIN \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Name \_\_\_\_\_ Specialty \_\_\_\_\_ TIN \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

***During the effective period, specific to this contracted Tax Identification Number, WellComp reserves the right to review and approve roster updates that result in additional physicians or additional locations that were not previously disclosed by this form. Change in physician rosters and/or addition of locations may nullify this contract.***

**LICENSURE INFORMATION – List all licenses. If additional space is needed, attach a separate page.**

State License # \_\_\_\_\_ State \_\_\_\_\_ Expiration \_\_\_\_\_

State License # \_\_\_\_\_ State \_\_\_\_\_ Expiration \_\_\_\_\_

DEA Registration # \_\_\_\_\_ State \_\_\_\_\_ Expiration \_\_\_\_\_

DEA Registration # \_\_\_\_\_ State \_\_\_\_\_ Expiration \_\_\_\_\_

Medicare Billing ID # \_\_\_\_\_ Medicare UPIN \_\_\_\_\_ Medicaid # \_\_\_\_\_

**INSURANCE COVERAGE – If additional space is needed, attach a separate page.**

Medical Professional Liability Carrier \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ City, State \_\_\_\_\_

Coverage Amt – Occurrence \$ \_\_\_\_\_ Coverage Amt – Aggregate \$ \_\_\_\_\_

General Liability Carrier \_\_\_\_\_ Phone # \_\_\_\_\_

Coverage Amt – Occurrence \$ \_\_\_\_\_ Coverage Amt – Aggregate \$ \_\_\_\_\_

**BOARD CERTIFICATION / SPECIALTY BOARD STATUS – If additional space is needed, attach a separate page.**

The following information should be listed, as you would like it to appear in the provider directory. You may have more than one specialty listed. Please indicate your primary specialty first. Indicate if you are board eligible or board certified in the specialty.

Primary Specialty \_\_\_\_\_ Board Certified  Yes  No Board Eligible  Yes  No

Secondary Specialty \_\_\_\_\_ Board Certified  Yes  No Board Eligible  Yes  No

Additional Specialty \_\_\_\_\_ Board Certified  Yes  No Board Eligible  Yes  No

**FOREIGN MEDICAL GRADUATES – If you are not Board Certified or did not graduate from a US Residency Program, provide your ECFMG # and the date of issuance.**

ECFMG # \_\_\_\_\_ Certification Date \_\_\_\_\_

**HOSPITAL AFFILIATIONS – List hospitals where you maintain privileges. If additional space is needed, attach a separate page.**

Facility Name \_\_\_\_\_ Address \_\_\_\_\_

Active \_\_\_\_\_ Admitting \_\_\_\_\_ Temporary \_\_\_\_\_ Other \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

Facility Name \_\_\_\_\_ Address \_\_\_\_\_

Active \_\_\_\_\_ Admitting \_\_\_\_\_ Temporary \_\_\_\_\_ Other \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

**IMPORTANT:  
LIABILITY DATA (REQUIRED)**

This information must be supplied for all professional liability claims (both past and present). Failure to explain claims, complaints, and other actions will delay or prohibit the processing of your Provider Profile Form.

**PROFESSIONAL STATUS – All questions must be answered. All questions answered “yes” please explain each one in complete detail and attach it to this form.**

|    |   |                                 |                                |               |
|----|---|---------------------------------|--------------------------------|---------------|
| 1  | Are you, or have you ever been, the subject of a malpractice claim or a defendant in a malpractice suit?  | <input type="checkbox"/><br>Yes | <input type="checkbox"/><br>No | How many<br>— |
| 2  | Have there ever been any settlements, judgments, or charges dropped involving your professional practice during the past five years?  | <input type="checkbox"/><br>Yes | <input type="checkbox"/><br>No |               |
| 3  | Have you ever lost your Board Certification, or failed to re-certify?   | <input type="checkbox"/><br>Yes | <input type="checkbox"/><br>No |               |
| 4  | Have there ever been any actions against your professional license, including but not limited to restrictions, limitations, denials, revocations, suspensions, or cancellations in any state? | <input type="checkbox"/><br>Yes | <input type="checkbox"/><br>No |               |
| 5  | Has your DEA license ever been restricted, limited, reduced, denied, suspended, or cancelled?   | <input type="checkbox"/><br>Yes | <input type="checkbox"/><br>No |               |
| 6  | Have you ever been convicted of a misdemeanor or felony?  | <input type="checkbox"/><br>Yes | <input type="checkbox"/><br>No |               |
| 7  | Has Medicare, Medicaid, or any other medical reimbursement plan ever brought formal charges against you for alleged inappropriate fees or Quality of Care issues?                             | <input type="checkbox"/><br>Yes | <input type="checkbox"/><br>No |               |
| 8  | Do you know if you have ever been the subject of any reports to a state or federal data bank?   | <input type="checkbox"/><br>Yes | <input type="checkbox"/><br>No |               |
| 9  | Do you have any physical or mental limitations that would interfere with the practice of your specialty? List any prescribed medications:   | <input type="checkbox"/><br>Yes | <input type="checkbox"/><br>No |               |
| 10 | Have you ever received treatment or been advised to receive treatment for alcohol or substance abuse?   | <input type="checkbox"/><br>Yes | <input type="checkbox"/><br>No |               |
| 11 | Are you currently using any illegal drugs?  | <input type="checkbox"/><br>Yes | <input type="checkbox"/><br>No |               |
| 12 | Has any hospital, facility, HMO or other health plan ever limited, denied, revoked, or restricted your professional privileges?   | <input type="checkbox"/><br>Yes | <input type="checkbox"/><br>No |               |
| 13 | Has your professional liability coverage ever been restricted, limited, denied, or not renewed for any reason?  | <input type="checkbox"/><br>Yes | <input type="checkbox"/><br>No |               |

**REFERENCES – List three current professional references in your specialty type.**

| Name  | Specialty | Telephone # | Fax #     |
|-------|-----------|-------------|-----------|
| _____ | _____     | ( ) _____   | ( ) _____ |
| _____ | _____     | ( ) _____   | ( ) _____ |
| _____ | _____     | ( ) _____   | ( ) _____ |

**INSURANCE ATTESTATION**

I currently have and agree to maintain professional liability insurance in the amounts of One million (\$1,000,000) per occurrence and Three million (\$3,000,000) aggregate and Commercial general liability insurance coverage in the amount of One million (\$1,000,000) aggregate and Two million (\$2,000,000) per occurrence or other coverage amounts as indicated in the Provider Profile, Insurance Section, if deemed appropriate by WellComp Managed Care Services.

**PARTICIPATION STATEMENT**

I hereby affirm and attest that all statements and information contained in this form are true to the best of my knowledge, information, and belief. I understand that falsification, misrepresentation, or omission of any fact(s) requested will be sufficient cause for denial of this form and/or subsequent termination of any privileges granted on the basis of this form.

I understand and agree that acceptance of this form does not constitute approval or acceptance of this Credentialing Profile and grants me no rights or privileges of participation until such time as I receive written notice of participating status by the contracting plans.

I understand that the information contained in this form will be used to evaluate my credentials according to the quality assessment standards set forth by each contracting plan. As part of this evaluation process and for the purpose of verifying information provided on or relative to this form, I grant permission to contact an individual, institution, agency or other entity identified on or relative to this form.

I also grant permission to perform an on-site review of my practice location(s). I understand that this form process may not be considered complete without such an on-site review.

Any notice of changes in the status of this Provider Profile Form should be mailed to:

Provider Relations  
Credentialing Department  
P.O. Box 59914  
Riverside, CA 92517

Provider's Signature \_\_\_\_\_ Date \_\_\_\_\_



**CONSENT AND AUTHORIZATION TO RELEASE INFORMATION**

Provider Relations  
Credentialing Department  
P.O. Box 59914  
Riverside, CA 92517

This Consent and Authorization to Release Information (this Consent) shall serve as notice that the undersigned professional has engaged WellComp Managed Care Services, Inc. to perform medical/professional-credentialing services on his/her behalf. In order to facilitate WellComp Managed Care Services, Inc. performance of these services, I hereby irrevocably consent to, authorize, and instruct any and all hospitals, medical schools, state and federal licensing boards or managed care or provider organizations, and any other healthcare provider organizations, and any other healthcare providers to release and provide directly to WellComp Managed Care Services, Inc., any and all information such person or entity may have in its possession concerning or relating to me in any way. Further, I hereby release from liability and agree to hold harmless each and every such person or entity who provides information to WellComp Managed Care Services, Inc. pursuant to this Consent so long as the information was provided in good faith, at the specific request of WellComp Managed Care Services, Inc. and without malice concerning my professional competence and/or ethical character.

Dated as of this \_\_\_\_ day of \_\_\_\_\_ 201\_\_.

Professional's Name (Please print) \_\_\_\_\_

Professional's Signature \_\_\_\_\_

**Exhibit B**

**Continuity of Care Policy and  
Transfer of Care Policy**

## WELLCOMP MEDICAL PROVIDER NETWORK CONTINUITY OF CARE POLICY

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With the goal of ensuring appropriate, quality medical care, administered in a timely fashion, in compliance with California Labor Code Section 4616.2 and as well the Title 8 California Code of Regulations (CCR) Section 9767.10; the WellComp Medical Provider Network offers the covered employee Continuity of Care benefits as described below.

### **Continuity of Care Defined:**

(Title 8, CCR, Section 9767.10)

At the request of a covered employee, an employer that offers a medical provider network shall be allowed to complete the treatment by a terminated provider under specific circumstances as set forth in Labor Code Section 4616.2(d) and (e). Those conditions are defined as:

(1) **Acute condition.** An acute condition is a medical condition that involves a sudden onset of symptoms due to an illness, injury, or other medical problem that requires prompt medical attention and has a limited duration of less than 90 days. Completion of treatment shall be provided for the duration of the acute condition.

(2) **Serious chronic condition.** A serious chronic condition is a medical condition due to a disease, illness, or medical problem or medical disorder that is serious in nature and that persists without full cure or worsens over 90 days or requires ongoing treatment to maintain remission or prevent deterioration. Completion of treatment shall be provided for a period of time necessary to complete a course of treatment and to arrange for a safe transfer to another provider, as determined by the insurer or employer in consultation with the injured employee and the terminated provider and consistent with good professional practice. Completion of this treatment under this paragraph shall not exceed 12 months from the contract termination date.

(3) **Terminal illness.** A terminal illness is an incurable or irreversible condition that has a high probability of causing death within one year or less. Completion of treatment shall be provided for the duration of a terminal illness.

(4) **Surgery.** Performance of a surgery or other procedure that is authorized by the insurer or employer as part of a documented course of treatment and has been recommended and documented by the provider to occur within 180 days from the contract's termination date.

If the injured covered employee's injury or illness does not meet the conditions set forth above, the injured covered employee may be transferred into the network for medical treatment. If WellComp is going to transfer care and the injured employee disagrees, the injured employee may ask the treating doctor for a report that addresses whether the employee is in one of the categories listed above. The treating physician shall provide a report to the injured employee within twenty calendar days of the request. If the treating physician fails to issue the report, then the injured employee will be required to select a new provider from within the MPN.

Should the injured employee or the employer dispute the medical determination of continuity of care made by the treating physician, the dispute shall be resolved pursuant to Labor Code section 4062.

If the treating physician agrees with the employer's determination that the injured covered employee's medical condition does not meet the conditions set forth above, the employee shall choose a new provider from within the network during the dispute resolution process.

Notice of determination, from the employer or SCRMA, will be conveyed to the covered employee and the employee's primary treating physician in both English and Spanish and written in lay persons terms to the maximum extent possible advising of authorization to continue treatment with terminated provider or, alternatively notice that a new provider within the WellComp Medical Provider Network is to be chosen along with specific reason for this determination.

If the treating physician does not agree with the employer's determination that the injured covered employee's medical condition does not meet the conditions set forth above, the injured covered employee shall continue to treat with the terminated provider until the dispute is resolved.

### **Changes in Network Provider**

(Cal. L.C. Section 4616.2 (d) and (e))

The employer, the WellComp MPN, or the claims administrator may require a terminated provider whose services are continued beyond the contract termination date, pursuant to California Labor Code Section 4616.2 (d)(4)(A) and 4616.2(e), to agree in writing to be subject to the same contractual terms and conditions that were imposed upon the provider prior to termination. If the terminated provider does not agree to comply or does not comply with these contractual terms and conditions, the employer, the WellComp MPN, or the claims administrator is not required to continue the provider's services beyond the contract termination date.

Pursuant to 4616.2(d), the employer, the WellComp MPN, or the claims administrator shall not be required to provide for completion of treatment by a provider whose contract has been terminated or not renewed for reasons relating to a medical disciplinary cause or reason, as defined in paragraph (6) of subdivision (a) of Section 805 of the Business and Profession Code, or fraud or other criminal activity.

Should such a provider contract termination occur, in which the provider is not willing to continue to complete treatment services consistent with the above description, or cannot complete treatment as described above, the employer, the WellComp MPN, or the claims administrator will assist in your referral to another provider comparable in specialty to that of your present care within the network. If the same provider continues treatment after termination of his or her contract, such services shall be rendered under the same terms and conditions as the provider contract effective before its termination.

As with other aspects of continuity of care, the transfer of medical records from one provider to another is done in a timely manner and in accordance with confidentiality regulations policies and procedures.

## **WELLCOMP MEDICAL PROVIDER NETWORK TRANSFER OF CARE POLICY**

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With the goal of ensuring appropriate, quality medical care, administered in a timely fashion, in compliance with Title 8 California Code of Regulations (CCR) Section 9767.9; the WellComp Medical Provider Network offers the covered employee Transfer of Care benefits as described below.

### **Transfer of Care from outside of the Network into the Network:** (Title 8, CCR, Section 9767.9)

If the covered employee was injured prior to the employer's implementation of the WellComp MPN and is in need of continuing medical care, the Transfer of Care policy will apply:

If desired, the covered employee may transfer his or her care into the WellComp MPN by contacting the employer, claims administrator or the WellComp Patient Services Department and advising them of the desire to transfer care to a provider in the network. Assistance will be provided to the covered employee in accessing the WellComp MPN Directory, scheduling an appointment, and transferring the medical records to a new WellComp MPN physician.

Until the injured covered employee is transferred into the MPN, the employee's physician may make referrals to providers within or outside the MPN.

If a covered employee is being treated for an occupational injury or illness by a physician or provider prior to coverage under the WellComp MPN, and the physician or provider becomes a provider within the network, all continued care from that provider falls under the provisions of the WellComp MPN as of the date of inception into the network. Except in the case of a pre-designation of a treating physician.

If the injury occurred prior to the implementation and the medical service provider is not a participant in the network, then the covered employee may be directed to a new medical service provider within the medical provider network. There may be concerns as to whether or not a covered employee can continue a treatment plan established by an out of network provider. WellComp understands this concern and offers continuation of care benefits to its new covered employees. Under certain circumstances, as detailed in Title 8, CCR, Sections 9785 and 9767.9, a covered employee may be authorized to continue care with a provider outside the medical provider network until it is appropriate to transfer the covered employee into its network of providers, when possible, without disturbing the treatment plan, as established by the out of network provider .

Circumstances that shall warrant authorization to continue care with provider outside the medical provider network are:

(1) An **acute condition**. An acute condition is a medical condition that involves a sudden onset of symptoms due to an illness, injury, or other medical problem that requires prompt medical attention and has a duration of less than 90 days. Completion of treatment shall be provided for the duration of the acute condition.

(2) A **serious chronic condition**. A serious chronic condition is a medical condition due to a disease, illness, catastrophic injury, or other medical problem or medical disorder that is serious in nature and that persists without full cure or worsens over 90 days and requires ongoing treatment to maintain remission or prevent deterioration. Completion of treatment shall be provided for a period of time necessary, up to one year: (A) to complete a course of treatment approved by the employer or claims administrator; and (B) to arrange for transfer to another provider within the MPN, as determined by the claims administrator or employer. The one year period for completion of treatment starts from the date of the injured covered employee's receipt of the notification of the determination that the employee has a serious chronic condition.

(3) A **terminal illness**. A terminal illness is an incurable or irreversible condition that has a high probability of causing death within one year or less. Completion of treatment shall be provided for the duration of a terminal illness.

(4) **Performance of a surgery** or other procedure that is authorized by the claims administrator or employer as part of a documented course of treatment and has been recommended and documented by the provider to occur within 180 days from the MPN coverage effective date.

If the injured covered employee's injury or illness does not meet the conditions set forth above, the injured covered employee may be transferred into the WellComp MPN for medical treatment.

Following the employer's or claims administrator's determination of the injured covered employee's medical condition, the employer, claims administrator or the WellComp Patient Services Department shall notify the covered employee of the determination regarding the completion of treatment and whether or not the employee may be transferred into the MPN for medical treatment. The notification shall be sent to the covered employee's residence and a copy of the letter shall be sent to the covered employee's primary treating physician. The notification shall be written in English and Spanish and use layperson's terms to the maximum extent possible.

**Disputes:** If the covered employee disputes the medical determination under this section, the injured covered employee shall request a report from the covered employee's primary treating physician that addresses whether the covered employee falls within any of the conditions set forth in the above categories (1) through (4). The treating physician shall provide the report to the covered employee within twenty calendar days of the request. If the treating physician fails to issue the report, then the injured employee will be required to select a new provider from within the MPN.

If the employer or insurer or covered employee objects to the medical determination by the treating physician, the dispute regarding the medical determination made by the treating physician concerning the transfer of care shall be resolved pursuant to the Labor Code Section 4062.

If the treating physician agrees with the employer's or insurer's determination that the covered employee's medical condition does not meet the conditions as defined above, the transfer of care shall go forward during the dispute resolution process.

If the treating physician does not agree with the employer's or insurer's determination that the injured covered employee's medical condition does not meet the conditions as defined above, the transfer of care shall not go forward until the dispute is resolved.

*Once an injured employee becomes a WellComp Medical Provider Network covered employee, there may be concerns about continuity of care. To obtain information regarding this benefit, please contact us at (800) 544-8150 weekdays from 7:30a.m. through 5:30p.m. A representative will assist with these questions by obtaining further information and facilitating referral to the claims examiner or our managed care department.*

**Exhibit C**

**Utilization Review Program Summary**



## UTILIZATION REVIEW

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The following utilization review program is subject to any and all other existing Company policies, as such policies may be amended from time to time, and to applicable law.

### AUTHORIZATIONS FOR TREATMENT AND PAYMENT

General. Company shall determine whether evaluation and/or treatment (collectively "treatment") recommended by a health care provider is medically necessary. (The term "medical necessity" is described in more detail below.) Such determination shall be in the form of an approval, modification or a denial of a health care provider's request for authorization of treatment and/or payment for treatment ("Authorization Request"). Company will retain direct management control over Authorization Requests. Utilization review may be prospective, retrospective and/or concurrent.

Request For Authorization. A health care provider shall submit a written Authorization Request to Company that shall contain the information reasonably required to process and consider the request and shall be in a form reasonably acceptable to Company.

Standards For Reviewing Request. The criteria used to determine whether to approve, modify, delay or deny medical treatment services shall be:

- Developed with involvement from actively practicing physicians;
- Consistent with the schedule for medical treatment utilization adopted pursuant to
- California Labor Code Section 5307.27 ("official utilization schedule") and, prior to the adoption of such schedule, consistent with the recommended standards set forth in the updated American College of Occupational and Environmental Medicine ("ACOEM") Occupational Medical Practice Guidelines as set for in California Labor Code Section 4604.5; and
- Evaluated at least annually and updated if necessary.

For all injuries not covered by the ACOEM Occupational Medical Practice Guidelines or the official utilization schedule, criteria shall accord with other evidence based medical treatment guidelines generally recognized by the medical community.

In the case of chiropractic care, Company shall establish guidelines in consultation with affiliated chiropractors who are participants in the utilization review process for chiropractic care. In the case of acupuncture care, Company shall establish guidelines in

consultation with affiliated acupuncturists who are participants in the utilization review process for acupuncture care.

Reviewers. Company may use a non-physician reviewer to initially apply medically- based criteria to requests for authorization or to bill for medical services, but no request for authorization shall be denied and no request for payment shall be denied or reduced on the basis that the services provided were not reasonably required to cure or relieve the injury, except by a physician with an unrestricted license by his or her licensing board who has education, training, expertise, and experience that is pertinent for evaluating the specific clinical issues or services under review. Analogously, reviewers need not be chiropractors or acupuncturists to initially apply chiropractic-based or acupuncture-based criteria, provided only licensed and qualified chiropractors and acupuncturists may deny or reduce requests in their fields on the bases that services were not reasonably required.

#### Timing Of Decision.

Prospective or concurrent decisions shall be made in a timely fashion that is appropriate for the nature of the employee's condition, not to exceed five (5) working days from the receipt of the information reasonably necessary to make the determination, but in no event more than fourteen (14) days from the date of the medical treatment recommendation by the physician. In cases where the review is retrospective, the decision shall be communicated to the individual who received services, or to the individual's designee, within thirty (30) days of receipt of information that is reasonably necessary to make this determination.

When the employee's condition is such that the employee faces an imminent and serious threat to his or her health, including, but not limited to, the potential loss of life, limb, or other major bodily function, or the normal timeframe for the decision making process, as described in the immediately preceding paragraph, would be detrimental to the employee's life or health or could jeopardize the employee's ability to regain maximum function, decisions to approve, modify, delay, or deny requests by physicians prior to, or concurrent with, the provision of medical treatment services to employees shall be made in a timely fashion that is appropriate for the nature of the employee's condition, but not to exceed seventy-two (72) hours after the receipt of the information reasonably necessary to make the determination.

#### Delays.

If a Company cannot make decision within the timeframes specified in the immediately preceding section because Company has not received all of the information reasonably necessary and requested, because Company requires consultation by an expert reviewer, or because Company has asked that an additional examination or test be performed upon the employee that is reasonable and consistent with good medical practice, Company shall immediately notify the physician and the employee in writing that Company cannot make a decision within the required timeframe, and specify the information requested but not received, the expert reviewer to be consulted, or the additional examinations or tests required. Company shall also notify the physician and employee of the anticipated date

on which a decision may be rendered. Upon receipt of all information reasonably necessary and requested by Company, Company shall approve, modify, or deny the request for authorization within the timeframes specified in the immediately preceding section.

#### Timing Of Communication Of Decision.

Company shall communicate decisions on prospective or concurrent authorization requests to the requesting physician within twenty-four (24) hours of the decision. Company shall communicate all decisions modifying, delaying or denying all or part of the requested health care service to (i) the physician initially by telephone or facsimile and (ii) to the physician and employee in writing within twenty-four (24) hours for concurrent review and within two business days of the decision for prospective review unless otherwise prescribed by law of the administrative director of the Workers' Compensation Division. If the request is not approved in full, disputes shall be resolved in accordance with California Labor Code Section 4062(a), except for requests to perform spinal surgery, which shall be resolved in accordance with California Labor Code Section 4062(b).

#### Content of Communication.

Communications regarding decisions to approve requests by physicians shall specify the specific medical treatment service approved. Responses regarding decisions to modify, delay, or deny medical treatment services requested by physicians shall include a clear and concise explanation of the reasons for the Company's decision, a description of the criteria or guidelines used, the clinical reasons for the decisions regarding medical necessity, the name of the reviewer, the telephone number of the reviewer, the reviewer's hours of availability, and written notice that the treating physician or other health care provider has the right to appeal the denial ("First Level Appeal") in a writing submitted within ten (10) working days.

Non-Approval When Review Concurrent. In the case of concurrent review, medical care shall not be discontinued until the employee's physician has been notified of the decision and a care plan has been agreed upon by the physician that is appropriate for the medical needs of the employee. Medical care provided during a concurrent review shall be care that is medically necessary to cure and relieve, and Company shall only be liable for those services determined medically necessary to cure and relieve. Disputes about medical necessity shall be resolved in accordance with California Labor Code Section 4062(a), except for requests to perform spinal surgery, which shall be resolved in accordance with California Labor Code Section 4062(b).

### MEDICAL NECESSITY

Company shall review all requests for authorization of treatment and/or payment for treatment through prospective (including pre-certification), concurrent and/or retrospective reviews for medical necessity. If the requested treatment is not medically necessary, Company shall recommend the Authorization Request be modified or denied.

The Medical Director shall confirm the modification or denial is based on standards of good clinical practice.

There shall be no modification or denial if additional data supports medical necessity based on severity of illness/intensity of treatment.

An Authorization Request may not be modified or denied on the basis of lack of information without documentation of a bona fide attempt to obtain the necessary information.

### ADDITIONAL APPEAL RIGHTS

#### General

In addition to the dispute resolution set forth above, a provider may appeal a modification or denial of an Authorization Request pursuant to this section on "Additional Appeal Rights". Such appeal shall be in writing in a form acceptable to Company. The Medical Director shall establish reasonable time frames for the various steps in this Additional Appeal Rights process, with the goal of completing the process prior to the time a resolution is mandated pursuant to California Labor Code Sections 4062(a) and 4062(b), whichever is applicable. Such time frames may vary from appeal to appeal.

#### First Level Appeal

A qualified Health Care Adviser of the provider's same specialty shall review the patient's medical records and any other materials and information submitted by the provider in support of the Authorization Request (collectively "Covered Employee's Records"). The Medical Director shall select the Health Care Advisor, who shall perform the review and prepare a written summary of findings and recommendations.

Company shall establish a Peer Review Committee ("PRC") of qualified health care providers, which committee shall be constituted and operate in compliance with any existing relevant Company policy, as such policy may be amended from time to time.

The PRC shall review the Health Care Advisor's written summary and, in the PRC's discretion, the Covered Employee's Records and determine whether the requested treatment is or is not medically necessary. The PRC shall prepare a written summary of findings and recommendations and notify the treating provider.

A member of the PRC shall not participate in the PRC's consideration of a First Level Appeal, if the PRC member has previously and substantively (cf ministerially) involved in the matter being appealed. For example, the physician who initially denied an Authorization Request ("Initial Physician Reviewer") shall not participate in the First Level Appeal, if the physician is also a member of the PRC; but the Medical Director

may participate in the First Level Appeal as a member of the PRC, even if the Medical Director pro forma assigned the Initial Physician Reviewer to the case being appealed.

If the PRC determines the requested treatment is medically necessary, Company shall thereafter process invoices for such treatment and notify the requestor both in verbal form, 24 hours from determination, as well as follow up in writing.

If the PRC determines the requested treatment is not medically necessary, Company's notice shall inform the treating provider in writing of his or her right to appeal the determination ("Second Level Appeal") and the deadline for submitting the appeal.

### Second Level Appeal

Company shall establish a Quality Management Committee ("QMC") of qualified health care providers, which committee shall be constituted and operate in compliance with any existing relevant Company policy, as such policy may be amended from time to time.

If a provider requests a Second Level Appeal, the QMC shall review the PRC's written summary and, in the QMC's discretion, Covered Employee's Records and the Health Care Advisor's written summary and determine whether the requested treatment is or is not medically necessary. The QMC shall prepare a written summary of findings and recommendations and notify the treating provider.

A member of the QMC shall not participate in the QMC's consideration of a Second Level Appeal, if the QMC member has previously and substantively involved in the matter being appealed. (For an example, see comments under First Level Appeal.) Participation in a ministerial role only shall not preclude a QMC member from participating in consideration of a Second Level Appeal. If the QMC determines the requested treatment is medically necessary, Company shall thereafter process invoices for such treatment.

If the QMC determines the requested treatment is not medically necessary, Company shall notify the treating provider that the QMC's is the final authority on the issue of medical necessity.

### APPEALS TO STATE OF CALIFORNIA & COMPLIANCE WITH LAW

If requested by a covered employee or Company (on behalf of employer), the Workers' Compensation Appeal Board shall resolve controversies between them. All actions and processes involving utilization review shall comply with applicable California law, which shall supersede any contrary or inconsistent provisions of this policy.

**Exhibit D**

**Fair Hearing Plan**

## **Fair Hearing Plan**

### **PREAMBLE AND DEFINITIONS**

#### **1.1-1 REVIEW PHILOSOPHY**

The intent in adopting these hearing and appellate review procedures is to provide for a fair review of decisions that adversely affect Practitioners (as defined below) and at the same time to protect the peer review participants from liability. It is further the intent to establish flexible procedures which do not create burdens that will discourage WellComp Managed Care Services, Inc., a Delaware Corporation ("THE COMPANY") or its Board of Directors (the "Board") from carrying out peer review or utilization review.

#### **1.1-2 EXHAUSTION OF REMEDIES**

A practitioner must exhaust the intra-organizational remedies afforded by this Fair Hearing Plan before resorting to formal legal action (a) challenging any decision made pursuant to this Plan, or the procedures used to arrive at such decision, or (b) asserting any claim against THE COMPANY or any participants in the decision process.

#### **1.1-3 INTRA-ORGANIZATIONAL REMEDIES**

The hearing and appeal rights established in the Fair Hearing Plan are strictly "judicial" rather than "legislative" in structure and function. The Judicial Hearing Committees established pursuant to the Fair Hearing Plan have no authority to adopt or modify rules and standards, or to decide questions about the merits or substantive validity of bylaws, the Fair Hearing Plan, rules, regulations or policies. Only the Board may entertain challenges to the merits or substantive validity of bylaws, rules, regulations or policies or this Fair Hearing Plan and decide those questions.

#### **1.1-4 DEFINITIONS**

Except as otherwise provided in this Fair Hearing Plan., the following definitions shall apply:

a. "Body whose decision prompted the hearing" refers to authorized THE COMPANY officers or committees in all cases where such officers or committees took the action or rendered the decision, which resulted in a hearing being requested. It refers to the Board in all cases where the Board or authorized officers, directors or committees of the Board took the action or rendered the decision, which resulted in a hearing being requested.

b. "Medical disciplinary cause or reason" refers to an aspect of a practitioner's competence or professional conduct, which is reasonably likely to be detrimental to patient safety or to the delivery of patient care.

c. "Practitioner" refers to the physician or other health care provider who has requested a hearing or informal review pursuant to Section 1.2-3 or Section 1.3 of this Fair Hearing Plan.

d. "Date of receipt" of any notice or other communication shall be deemed to be the date it was delivered personally, or by facsimile copier, to the addressee or, if delivered by regular or certified mail, five (5) working days after it was deposited, postage prepaid, in the United States mail.

e. "Provider Panel" refers to that group of providers who are contracted providers of professional services with THE COMPANY.

#### 1.1-5 SUBSTANTIAL COMPLIANCE

Technical, insignificant or non-prejudicial deviations from the procedures set forth in this Fair Hearing Plan shall not be grounds for invalidating the action taken.

#### 1.2 GROUNDS FOR A HEARING; SCOPE OF HEARINGS AND APPELLATE REVIEWS; PROCEDURE WHEN HEARING NOT REQUIRED

##### 1.2-1 GROUNDS FOR A HEARING

Except as otherwise provided in this Fair Hearing Plan, any one or more of the following actions or recommended actions shall constitute grounds for a hearing as provided in Section 1.3, only if, pursuant to California Business and Professions Code Section 805, filing of a report with the appropriate licensing agency would be required if such action were ultimately approved by the Board:

- a. Denial of Provider Panel update for medical disciplinary cause or reason.
- b. Suspension of Provider Panel participation for more than thirty (30) calendar days in any twelve (12)-month period for medical disciplinary cause or reason.
- c. Summary suspension of Provider Panel participation for more than fourteen (14) calendar days during the pendency of corrective action and hearing and appeals procedures for medical disciplinary cause or reason.
- d. Termination from Provider Panel participation for medical disciplinary cause or reason.

##### 1.2-2 SCOPE OF HEARINGS AND APPELLATE REVIEWS

In the event the Practitioner requests a hearing pursuant to Section 1.3-2 of this Fair Hearing Plan, and the Judicial Hearing Committee reverses the action or recommended action, which is grounds for the hearing, the Board may still terminate the Practitioner's Underlying Agreement without cause, pursuant to that Agreement's terms. Such termination without cause shall not be deemed to be for a medical disciplinary cause or reason, and therefore shall not be reported to either the Medical Board of California, pursuant to Business and Professions Code Section 805, or to the National Practitioner Data Bank.



### 1.2-3 PROCEDURE WHEN HEARING NOT REQUIRED

The following dispute resolution policy and procedure will apply for review of THE COMPANY's actions or proposed actions pursuant to the Underlying Agreement that are not required to be reported pursuant to Business and Professions Code Section 805.

a. An officer of THE COMPANY, or his delegate, shall give notice to the affected practitioner of any actions or proposed actions pursuant to the Underlying Agreement. Notice shall include a brief indication of the reasons if any, for the action proposed or taken, and a description of the practitioner's rights set forth in Section 1.2-3.

b. An officer of THE COMPANY or his delegate shall make himself available to meet with the practitioner within seventy-two (72) hours of providing notice to the provider of THE COMPANY's action or proposed action under the Underlying Agreement.

c. The meeting shall be informal, and shall allow the practitioner to present any information relevant to the action or proposed action of THE COMPANY.

d. A representative of his or her choice, who is not an attorney-at-law, may accompany the practitioner to the meeting.

e. Such meeting shall not constitute nor be deemed a "hearing," as that term is used in this Fair Hearing Plan, and shall not be conducted according to the procedural rules applicable to fair hearings. The practitioner shall not be entitled to exercise any other rights or procedures pursuant to this Fair Hearing Plan when THE COMPANY's action or proposed action is not required to be reported pursuant to Business and Professions Code Section 805.

### 1.3 HEARING PROCEDURE

#### 1.3-1 NOTICE OF ACTION OR PROPOSED ACTION

A body that has the authority to take any of the actions constituting grounds for a hearing set forth in Section 1.2-1 shall give written notice of its recommendation or action to the affected practitioner and of his/her right to request a hearing. The notice must state:

- a. What corrective action has been proposed against the practitioner;
- b. That the action, if adopted, must be reported under Business and Professions Code Section 805;
- c. A brief indication of the reasons for the action proposed or taken;
- d. That the practitioner may request a hearing;
- e. That a hearing must be requested within thirty (30) days; and
- f. That the practitioner has the hearing rights described in this Fair Hearing Plan.

### 1.3-2 REQUEST FOR HEARING

The practitioner shall have thirty (30) days following the date of receipt of a notice of an adverse action or recommendation to request a hearing. Said request must be submitted in writing to the Chief Executive Officer of THE COMPANY at THE COMPANY's principal business address. If the practitioner does not request a hearing within the time and in the manner set forth above, he/she shall be deemed to have waived his/her right to a hearing and to any appellate review to which he/she might otherwise have been entitled pursuant to this Fair Hearing Plan, and to have accepted the recommendation, decision, or action involved. In such case, the recommendation, decision, or action involved shall become the final recommendation of the body making it. Such final recommendation shall be considered by the Board and shall be given great weight by the Board, but shall not be binding on the Board.

### 1.3-3 TIME AND PLACE FOR HEARING

Upon receiving a request for hearing, THE COMPANY's Chief Executive Officer, as soon as reasonably practicable after he/she receives the request, shall schedule and arrange for a hearing. He/she shall give the practitioner notice of the time, place, and date of the hearing, at least thirty (30) days prior to the hearing date. The date of the commencement of the hearing shall be not less than thirty (30) days, nor more than sixty (60) days from the date the Chief Executive Officer received the request for a hearing; provided, however, that when the request is received from a practitioner who has been summarily suspended, the hearing shall be held as soon as the arrangements may reasonably be made consistent with the goal of also completing any corrective action proceedings and holding a single hearing.

### 1.3-4 NOTICE OF CHARGES AND WITNESSES

As a part of, or together with the notice of hearing required by Section 1.3-3 above, THE COMPANY's Chief Executive Officer, on behalf of the body whose decision prompted the hearing, shall state in writing the reasons for the adverse action or recommendation and specifically the acts or omissions with which the practitioner is charged. Upon the request of either party, each party, at least ten (10) working days prior to the hearing, shall furnish to the other a written list of names and addresses of the individuals, so far as is then actually anticipated, who will give testimony or evidence in support of that party at the hearing. The witness list shall be amended when additional witnesses are identified. A failure to comply with this requirement is good cause to postpone the hearing.

### 1.3-5 JUDICIAL HEARING COMMITTEE

THE COMPANY's Chief Executive Officer or his/her designee shall appoint a Judicial Hearing Committee consisting of at least three (3) Provider Panel members, and alternates as appropriate, to ensure a fair hearing. The Judicial Hearing Committee members shall be unbiased, shall not have actively participated in the formal consideration of the matter at any previous level (i.e., they shall not have acted as an accuser, investigator, fact finder or initial decision-maker in the same matter), shall not be in direct economic competition with the affected practitioner, and shall stand to gain no direct financial benefit from the outcome. Whenever

possible, one (1) Judicial Hearing Committee member should practice the same specialty as the affected practitioner. THE COMPANY's Chief Executive Officer shall designate a Chairman of the Judicial Hearing Committee who shall preside in the manner described in Section 1.3-7 below, and handle all pre-hearing matters and preside until a hearing officer, as described in Section 1.3-6 below, is appointed.

If appointment of a Judicial Hearing Committee is impossible or impracticable in the sole discretion of THE COMPANY's Chief Executive Officer, an arbitrator may be used who is selected by a process mutually accepted by the body whose decision prompted the hearing and the affected practitioner. The arbitrator may be, but need not be, a health professional or an attorney. The arbitrator shall carry out all of the duties assigned to the Presiding Officer and the Judicial Hearing Committee.

### 1.3-6 THE HEARING OFFICER

Where a Judicial Hearing Committee hears the matter, THE COMPANY's Chief Executive Officer, in his or her discretion, may appoint a Hearing Officer to preside at the hearing. The Hearing Officer shall be an attorney at law qualified to preside over a hearing and preferably have experience in medical staff disciplinary matters. He/she shall not be biased for or against the practitioner, will gain no direct financial benefit from the outcome and must not act as a prosecuting officer or as an advocate for any party. He/she may participate in the deliberations and act as a legal advisor to the Judicial Hearing Committee, but he/she shall not be entitled to vote.

### 1.3-7 THE PRESIDING OFFICER

The Presiding Officer at the hearing shall be the Hearing Officer as described in Section 1.3-6 or, if no such Hearing Officer has been appointed, the Chairman of the Judicial Hearing Committee. The Presiding Officer shall act to assure that all participants in the hearing have a reasonable opportunity to be heard and to present all relevant oral and documentary evidence, and that proper decorum is maintained. He/she shall be entitled to determine the order of or procedure for presenting evidence and argument during the hearing. He/she shall have the authority and discretion, in accordance with this Fair Hearing Plan, to grant continuances, determine when attorneys may be permitted, rule on disputed discovery requests, decide when evidence may or may not be introduced, rule on challenges to Judicial Hearing Committee members, rule on challenges to himself or herself serving as a Hearing Officer, and rule on questions which are raised prior to or during the hearing pertaining to matters of law, procedure, or the admissibility of evidence.

### 1.3-8 PREHEARING PROCEDURE

It shall be the duty of the practitioner and the body whose decision prompted the hearing to exercise reasonable diligence in notifying the Presiding Officer of any pending or anticipated procedural irregularity, as far in advance of the scheduled hearing as possible, in order that decisions concerning such matters may expeditiously be made. Objection to any such prehearing decisions shall be raised at the Judicial Hearing Committee hearing and when so raised shall be preserved for consideration at any appellate review hearing which thereafter might be requested.

If not raised at the Judicial Hearing Committee hearing, any such objection shall be deemed to have been waived.

### 1.3-9 DISCOVERY

#### a. Rights of Inspection and Copying

The affected practitioner may inspect and copy (at his or her expense) any documentary information relevant to the charges that THE COMPANY has in its possession or under its control. The body whose decision prompted the hearing may inspect and copy (at its expense) any documentary information relevant to the charges that the affected practitioner has in his or her possession or under his or her control. The requests for discovery must be fulfilled as soon as practicable. Failures to comply with reasonable discovery requests at least thirty (30) days prior to the hearing shall be good cause for a continuance of the hearing.

#### b. Limits on Discovery

1. The Presiding Officer, upon the request of either side, may deny a discovery request on any of these grounds:
  - (a) The information refers solely to individually identifiable practitioners other than the affected practitioner.
  - (b) Denial is justified to protect peer review.
  - (c) Denial is justified to protect justice.
2. In ruling on discovery disputes, the factors that may be considered include:
  - (a) Whether the information sought may be introduced to support or defend the charges.
  - (b) Whether the information is "exculpatory," in that it would Dispute or cast doubt upon the charges, or "inculpatory", in that it would prove or help support the charges and/or recommendation.
  - (c) The burden on the party of producing the requested information.
  - (d) What other discovery requests the party has previously made.

#### c. Objections to Introduction of Evidence Previously Not Produced for THE COMPANY.

The body whose decision prompted the hearing may object to the introduction of evidence that was not provided during application or biannual update review or during corrective action despite the requests of that body for such information. The Presiding Officer shall bar the information from the hearing unless the practitioner can prove he or she previously acted diligently and could not have submitted the information.

#### 1.3-10 PRE-HEARING DOCUMENT EXCHANGE

At the request of either party, the parties must exchange all documents that will be introduced at the hearing. The documents must be exchanged at least ten (10) days prior to the hearing. A failure to comply with this rule is good cause for the Presiding Officer to grant a continuance. Failure to comply shall also be good cause for the Presiding Officer to limit introduction of any documents not provided to the other side in a timely manner.

#### 1.3-11 REPRESENTATION

The hearings provided for in this Fair Hearing Plan are for the purpose of intraprofessional resolution of matters bearing on conduct or professional competence. Accordingly, legal counsel at the Judicial Hearing Committee Hearing shall represent neither the practitioner nor the body whose decision prompted the hearing unless the Presiding Officer, in his or her discretion, permits both sides to be so represented. The foregoing shall not be deemed to deprive any party of its right to the assistance of legal counsel for the purpose of preparing for the hearing. When attorneys are not allowed, the practitioner and the body whose decision prompted the hearing may be represented at a hearing by a licensed practitioner, who preferably is a Provider Panel participant, and who is not an attorney-at-law.

#### 1.3-12 FAILURE TO APPEAR

Failure without good cause of the practitioner to appear and proceed at such a hearing shall be deemed to constitute voluntary acceptance of the recommendation or action involved and it shall thereupon become the final recommendation of the body whose decision prompted the hearing. The Board shall consider such final recommendation. The recommendation shall be given great weight but shall not be binding on the Board.

#### 1.3-13 POSTPONEMENTS AND EXTENSIONS

Postponements and extensions of time beyond the times expressly permitted in this Fair Hearing Plan may be requested by either party and shall be permitted by the Presiding Officer on a showing of good cause.

#### 1.3-14 RECORD OF THE HEARING

The Judicial Hearing Committee shall maintain a record of the hearing by using a certified shorthand reporter to record the hearing or by tape-recording the proceedings. The

practitioner shall be entitled to receive a copy of the transcript or recording upon paying the reasonable cost for preparing the record. The Presiding Officer may, but is not required to, order that oral evidence shall be taken only on oath administered by any person designated by the Judicial Hearing Committee and entitled to notarize documents in this State or by affirmation under penalty of perjury to the Presiding Officer.

### 1.3-15 RIGHTS OF THE PARTIES

At a hearing, both sides shall have the following rights: to ask Judicial Hearing Committee members and/or the Hearing Officer questions which are directly related to determining whether they meet the qualifications set forth in this Fair Hearing Plan and to challenge such members or the Hearing Officer; to call and examine witnesses; to introduce relevant documents and other evidence; to receive all information made available to the Judicial Hearing Committee; to cross-examine or otherwise attempt to impeach any witness who testified orally on any matter relevant to the issues; and otherwise to rebut any evidence. The practitioner may be called by the body whose decision prompted the hearing and examined as if under cross-examination. The Judicial Hearing Committee may question the witnesses or call additional witnesses if it deems such action appropriate. The Judicial Hearing Committee may ask each party to submit a written statement in support of his/her position at the close of the hearing.

### 1.3-16 RULES OF EVIDENCE

The rules of law relating to the examination of witnesses and presentation of evidence shall not apply in any hearing conducted pursuant to this Fair Hearing Plan. Any relevant evidence, including hearsay, shall be admitted by the Presiding Officer if it is the sort of evidence upon which responsible persons are accustomed to rely on in the conduct of serious affairs, regardless of the admissibility of such evidence in a court of law.

### 1.3-17 BASIS OF DECISION

The decision of the Judicial Hearing Committee shall be based on the evidence produced at the hearing and any written statements submitted to the Judicial Hearing Committee.

### 1.3-18 BURDEN OF GOING FORWARD AND BURDEN OF PROOF

In all cases, the body whose decision prompted the hearing shall have the burden of initially presenting evidence to support the charges and its recommendation. Thereafter the burden differs, depending upon whether the practitioner is applying for participation or is already participating. At any hearing involving initial denial of Provider Panel participation (i.e., the grounds for hearing specified in Section 1.2-1(a)) the practitioner has the burden of proving by a preponderance of the evidence that he or she is qualified for participation. In such case, the practitioner must produce information, which allows for an adequate evaluation and resolution of any reasonable doubts concerning his or her current qualifications.

In all other cases involving practitioners who already have been granted Provider Panel participation, the body whose decision prompted the hearing shall have the burden of proving

by a preponderance of the evidence that the action or recommendation is reasonable and warranted.

### 1.3-19 ADJOURNMENT AND CONCLUSION

The Presiding Officer may adjourn the hearing and reconvene the same at the convenience of the participants without special notice. The hearing shall be concluded within a reasonable time and the Presiding Officer may set guidelines for introduction of evidence to achieve a timely conclusion. Upon conclusion of the presentation of oral and written evidence and argument, the hearing shall be closed. The Judicial Hearing Committee shall thereupon, outside of the presence of the parties, conduct its deliberations and render a decision and file a report. Final adjournment shall not occur until the Judicial Hearing Committee has completed its deliberations.

### 1.3-20 DECISION OF THE JUDICIAL HEARING COMMITTEE

Within fifteen (15) days after final adjournment of the hearing (or within ten (10) working days if the practitioner is currently under suspension) the Judicial Hearing Committee shall render a decision. The decision shall be accompanied by a written report that contains findings of fact and conclusions that articulate the connection between the evidence produced at the hearing and the decision. The report shall include sufficient detail to enable the parties, any appellate review body, and the Board to determine the basis for the Judicial Hearing Committee's decision on each matter contained in the notice of charges. The decision and report shall be delivered to the body whose decision prompted the hearing, THE COMPANY's Chief Executive Officer, the Board, and the affected practitioner. The practitioner's copy of the report shall be delivered by registered or certified mail, return receipt requested. The decision of the Judicial Hearing Committee shall be considered final, subject only to the right of appeal to the Board as provided in Section 1.4.

## 1.4 APPEALS TO THE BOARD

### 1.4-1 TIME FOR APPEAL

Within forty (40) days after the date of receipt of the Judicial Hearing Committee decision, either the practitioner or the body whose decision prompted the hearing may request an appellate review by the Board. Said request shall be delivered to the Board in writing either in person, or by certified or registered mail, return receipt requested, and it shall briefly state the reasons for the appeal. If appellate review is not requested within this period, both sides shall be deemed to have accepted the action involved and it shall thereupon become the final recommendation of the body whose decision prompted the hearing. The Board shall consider such final recommendation. The recommendation shall be given great weight, but shall not be binding on the Board.

#### 1.4-2 TIME, PLACE AND NOTICE

When an appellate review is requested, the Board shall, within forty-five (45) days after the date of receipt of such an appeal notice, schedule and arrange for an appellate review. The Board shall give the practitioner notice of the time, place and date of the appellate review. The date of appellate review shall be not less than fifteen (15) days, or more than ninety (90) days, from the date of receipt of the request for an appellate review. If, however, a practitioner is under suspension, the appellate review shall be held as soon as the arrangements may reasonably be made, but not more than forty-five (45) days from the date of receipt of the request for appellate review. The time for an appellate review may be extended for good cause by the Board, or appeal board (if any).

#### 1.4-3 APPEAL BOARD

When an appellate review is requested, the Board itself may sit as the appeal board, or the Board may appoint an appeal board, which shall be composed of Board members and shall have at least three (3) members. Knowledge of the matter involved shall not preclude any person from serving as a member of the appeal board, so long as that person did not participate in the matter at any previous level (i.e., as an accuser, investigator, fact finder, or initial decision-maker in the same matter).

If an action comes before the Board for an appellate review wherein any member of the Board has acted as accuser, investigator, fact finder or initial decision-maker, such member of the Board shall recuse himself or herself from all participation in related deliberations. Such recused Board member may not participate in, or be present during, deliberations on such action, nor may any such Board member vote on the matter. If the Board's adherence to this paragraph causes the Board to lack a quorum for purposes of making a final decision on a matter that is before the Board for an appellate review, the Board shall appoint and delegate the power to conduct the appellate review, and to make a final decision in the matter to an *ad hoc* committee appointed to serve as special temporary Board members specifically for that limited purpose only.

#### 1.4-4 APPEAL HEARING PROCEDURE

In the sole discretion of the appeal board, the proceedings by the appeal board shall be an appellate review based upon the record of the hearing before the Judicial Hearing Committee. The appeal board may accept additional oral or written evidence, subject to a foundational showing that such evidence could not have been made available to the Judicial Hearing Committee in the exercise of reasonable diligence and subject to the same rights of cross-examination or confrontation provided at the Judicial Hearing Committee hearing; or the appeal board may remand the matter to the Judicial Hearing Committee for the taking of further evidence and for decision. Each party has the right to be represented at an appellate review by an attorney or any other representative the party chooses. The appeal board may select an unbiased attorney to assist it by fulfilling the duties of a presiding and hearing officer, as described in Sections 1.3-6 and 1.3-7. Each party has the right to present a written statement in support of his/her position on appeal and to appear personally and present oral argument. At the conclusion of oral argument, the appeal board may thereupon conduct, at a convenient time,



deliberations outside the presence of the parties and their representatives.

If an appeal board is appointed, the appeal board shall present to the Board its written recommendations as to whether the Board should affirm, modify .or reverse the Judicial Hearing Committee decision, or remand the matter to the Judicial Hearing Committee for further review and decision. If no appeal board is appointed, the procedures outlined in this subsection shall apply to a hearing before the Board.

#### 1.4-5 DECISION

Within fifteen (15) days after adjournment of the appellate review proceedings, the Board shall render a final decision in writing. Final adjournment shall not occur until the Board has completed its deliberations. The Board may affirm, modify, or reverse the Judicial Hearing Committee decision, or, in its discretion, remand the matter for further review and recommendation by the Judicial Hearing Committee or any other body or person. The Board may exercise its independent judgment in determining whether a practitioner was afforded a fair hearing, whether the decision is reasonable and warranted, and whether any Fair Hearing Plan provision, rule or regulation relied upon by the Judicial Hearing Committee in reaching its decision is reasonable and warranted. Copies of the decision shall be delivered to the practitioner and to the body whose decision prompted the hearing, by personal delivery or by mail.

#### 1.4-6 FURTHER REVIEW

Except when the matter is remanded for further review and recommendation, the final decision of the Board following the appeal procedures set forth in this Fair Hearing Plan shall be effective immediately and shall not be subject to further review. If the matter is remanded to the Judicial Hearing Committee or any other body or person, said committee, body or person shall promptly conduct its review and make its recommendations to the Board in accordance with the instructions given by the Board.

#### 1.4-7 RIGHT TO ONE HEARING

Notwithstanding any other provision of this Fair Hearing Plan, no practitioner shall be entitled as a right to more than one judicial, evidentiary hearing and one appellate review on any matter which shall have been the subject of action by either the body whose decision prompted the hearing or the Board or by both.

**1.5 EXCEPTIONS TO HEARING RIGHTS: DENIAL OF APPLICATIONS FOR FAILURE TO MEET THE MINIMUM QUALIFICATIONS**

A practitioner shall not be entitled to any hearing or appellate review rights if his/her participation, application or request is denied because of his/her failure to maintain medical staff membership and clinical privileges in good standing at an acute hospital located within applicable geographical boundaries, or to practice medicine in an office within the same geographical limit; to have a current and unrestricted California license to practice medicine or podiatry; to maintain unrestricted Drug Enforcement Administration certificate (if applicable); to maintain professional liability insurance as required by THE COMPANY; to file a complete application or to complete a biannual update; or to meet other minimum requirements for THE COMPANY participation as established by the Board.

**APPROVED BY THE BOARD:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

For DWC only: MPN Approval Number

Date Application Received: / /

## Cover Page for Medical Provider Network Application

1. Name of MPN Applicant: **Fullerton School District**

2. Address  
**1401 W. Valencia Drive  
Fullerton, CA 92833**

3. Tax Identification Number  
**95-6001405**

4. Type of MPN Applicant

- Self-Insured Employer**                       Group of Self-Insured Employers
- Self-Insurer Security Fund       Joint Powers Authority       State       Insurer

5. Name of Medical Provider Network(s), if applicable: WellComp Medical Provider Network

6. If the medical provider network is one of the following deemed entities, check the appropriate box:

- Health Care Organization (HCO)
- Health Care Service Plan
- Group Disability Insurer
- Taft-Hartley Health and Welfare Trust Fund

7. Name of entity, administrator or other third-party who prepared MPN Application on behalf of Applicant (if applicable): WellComp Managed Care Services, Inc.

8. Signature of authorized individual: "I, the undersigned officer or employee of the Applicant, have read and signed this application and know the contents thereof, and verify that, to the best of my knowledge and belief, the information included in this application is true and correct."

| Name of Authorized Individual | Title | Phone/Email |
|-------------------------------|-------|-------------|
|-------------------------------|-------|-------------|

| Signature of Authorized Individual | Date Signed |
|------------------------------------|-------------|
|------------------------------------|-------------|

9. Authorized Liaison to DWC:

| Name  | Title | Organization        | Phone/Email                                      |
|---|-------|---------------------|--|
| <u>Gale Chmidling, AVP of Managed Care,</u> |       | <u>WellComp MCS</u> | <u>(951)231-6819 Gale.Chmidling@wellcomp.com</u> |

| P.O. Box 59914 Riverside, CA 92517 | (888) 620-6921 |
|------------------------------------|----------------|
| Address                            | Fax number     |

Submit an original Cover Page for Medical Provider Network Application with original signature, an original Application with the information required by Title 8, California Code of Regulations, section 9767.3 and a copy of the Cover Page and Application to the Division of Workers' Compensation. Mailing address: DWC, MPN Application, P.O. Box 71010, Oakland, CA 94612.

[DWC Mandatory Form - Section 9767.4 – 09/15/05]

Title 8, California Code of Regulations, sections 9767.1 et seq.  
(Final Regulations – 09/09/05; 06/2010)

CONSENT ITEM

**DATE:** April 3, 2012

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

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

**SUBJECT:** APPROVE WILLIAMS LITIGATION SETTLEMENT UNIFORM COMPLAINT REPORT FOR QUARTER 3 (JANUARY 1, 2012-MARCH 31, 2012)

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

|                               | <u>Number of Complaints:</u> | <u>Status:</u> |
|-------------------------------|------------------------------|----------------|
| Facilities Issues             | None                         | N/A            |
| Instructional Material Issues | None                         | N/A            |
| Credentialing Issues          | None                         | N/A            |
| Other                         | None                         | N/A            |

Rationale: To meet legal mandates.

Funding: Not applicable.

Recommendation: Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 3 (January 1, 2012-March 31, 2012).

MD:nm  
Attachment

# 2011-2012 Quarterly Report on Williams Uniform Complaints [Required by Education Code section 35186]

**District:** Fullerton School District

**Person completing this form:** Nina Mota

**Title:** Administrative Secretary

- Quarter #1 July 1 to September 30, 2011 **Report due by October 28, 2011**
- Quarter #2 October 1 to December 31, 2011 **Report due by January 31, 2012**
- Quarter #3 January 1 to March 31, 2012 **Report due by April 27, 2012**
- Quarter #4 April 1 to June 30, 2012 **Report due by July 27, 2012**

Date for information to be reported publicly at governing board meeting: April 3, 2012

**Please check the box that applies:**

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

| General Subject Area  | Total # of Complaints | # Resolved | # Unresolved |
|---|-----------------------|------------|--------------|
| <b>Textbooks and Instructional Materials</b>  | 0                     |            |              |
| <b>Teacher Vacancies or Misassignments</b>  | 0                     |            |              |
| Facility Conditions   | 0                     |            |              |
| CAHSEE Intensive Instruction & Services<br>(High school districts only. All other districts answer N/A) | N/A                   |            |              |
| <b>TOTALS</b>   | 0                     |            |              |

Print name of Superintendent: Mitch Hovey, Ed.D.

Signature of Superintendent: \_\_\_\_\_

Date: 04/04/12

Please submit to:

Suzie Strelecki  
 Senior Administrative Assistant  
 200 Kalmus Drive, B-1009  
 P.O. Box 9050, Costa Mesa, CA 92628-9050  
 (714) 966-4336 or fax to: (714) 549-2657

CONSENT ITEM

**DATE:** April 3, 2012  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**SUBJECT:** APPROVE STUDENT TEACHING AGREEMENT BETWEEN BIOLA UNIVERSITY AND FULLERTON SCHOOL DISTRICT TO COMMENCE JULY 1, 2012 TO JUNE 30, 2014

Background: Biola University is accredited to provide a teaching program leading to a California credential and wishes to renew its current placement agreement with Fullerton School District to continue to provide fieldwork experience for the students in the educational programs. The terms and conditions of this agreement are commensurate with those from other universities and colleges. The University will pay the master teachers \$20/unit of student teaching, per session. If a student remains in session longer than the initial assignment, the master teacher will receive an additional \$15 per week until the assignment is complete.

The terms of the agreement shall be effective July 1, 2012 through June 30, 2014.

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

Funding: Not applicable.

Recommendation: Approve Student Teaching Agreement between Biola University and Fullerton School District to commence July 1, 2012 to June 30, 2014.

MLD:nm  
Attachment

## STUDENT TEACHING AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of May, 2012, by and between **BIOLA UNIVERSITY, Inc.**, and **FULLERTON ELEMENTARY SCHOOL DISTRICT** hereinafter called the DISTRICT:

### WITNESSETH

WHEREAS, BIOLA UNIVERSITY has been accredited by the State of California to offer a course in Student Teaching that can be applied toward teaching credential requirements; and

WHEREAS, such an offering necessitates an agreement with a school district,

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows;

### SPECIAL PROVISIONS

PARTIES: BIOLA UNIVERSITY, LA MIRADA, CALIFORNIA  
FULLERTON ELEMENTARY SCHOOL DISTRICT

TERM: July 1, 2012 to June 30, 2014

SERVICES: Not to exceed 15 Student Teaching Assignments.

RATE AND AMOUNT: \$20.00 per unit of Student Teaching, per session.

METHOD OF PAYMENT: The above amounts are paid directly to the master teachers.

### GENERAL TERMS

1. "Student Teaching" as used herein and elsewhere in the agreement means active participation in the daily duties and functions of classroom teaching in classes implementing state-adopted academic core curriculum. The employees providing direct supervision and instruction to student teachers must hold valid teaching credentials, other than provisional credentials, issued by the California Commission on Teacher Credentialing authorizing them to serve as classroom teachers. If a student is placed in an English Learner (EL) classroom, the supervising teacher will hold valid EL credentials issued by the California Commission on Teacher Credentialing. In the event an EL credentialed teacher is not available, previous experience teaching English learners is required.
2. "Session of Student Teaching" as used herein and elsewhere in the Agreement is considered to be a full school day of Student Teaching for one semester or half day of Student Teaching for two semesters.
3. The District shall provide teaching experience through Student Teaching to schools and classes of the District not to exceed the number of Student Teaching assignments set forth in the special conditions. These students of Biola University shall possess valid Certificates of Clearance or have signed Affidavit For Certificate of Clearance. Such Student Teaching shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and Biola University through their duly authorized representatives may agree upon.
4. The District may, at its sole discretion, refuse to accept for Student Teaching any student of Biola University assigned to Student Teaching in the District, and upon request of the District, Biola University shall terminate the assignment of any student of Biola University to Student Teaching in the District.

5. Biola University will pay the District for performance by the District for all services required to be performed by the District under this Agreement at the aforesaid rates for each session of Student Teaching. In addition, all Worker's Compensation insurance related to Biola student teachers shall be the responsibility of Biola University.

6. An assignment of a student of Biola University to Student Teaching in schools or classes of the District shall be, at the discretion of Biola University, either for one or two eight week sessions for multiple subject candidates, for an entire semester or its equivalent for single subject candidates, or for a complete summer session at either level.

7. In the event a student remains in a session of Student Teaching for longer than the stated period, the District shall receive additional payment at the rate of Fifteen dollars (\$ 15.00) per additional week.

8. In the event that the assignment of a student of Biola University to Student Teaching is terminated by Biola University for any reason after the student begins Student Teaching, the District shall receive payment for one assignment at the rate specified above as though there had been no termination of the assignment.

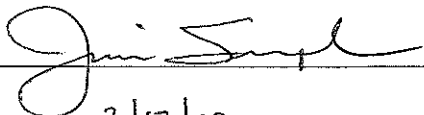
9. Within a reasonable time following the close of each session of Student Teaching, Biola University shall remit payment for the services rendered, at the rate provided herein, for all Student Teaching supervision provided by the District under and in accordance with this Agreement during said session.

10. Notwithstanding any other provisions of this Agreement, Biola University shall not be obligated by this Agreement to pay the District any amount in excess of the total sum set forth in the section on special provisions.

11. Each of the parties to this agreement agrees to indemnify, defend, and hold harmless the officers, agents, and employees of the other from any and all claims and losses accruing or resulting in connection with the performance of this agreement, and from any and all claims and losses accruing and resulting to any person, firm or corporation who may be injured or damaged by the actions arising directly out of the work to be performed pursuant to this agreement.

If any legal action is necessary to enforce the terms of this agreement or to settle a dispute concerning this agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs in addition to any other relief to which that party may be entitled.

BIOLA UNIVERSITY

by 

Date 2/17/12

Title Director of Purchasing

SCHOOL DISTRICT

by \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_



CONSENT ITEM

**DATE:** April 3, 2012

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

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

**PREPARED BY:** Amanda Segovia Hale, Principal, Orangethorpe

**SUBJECT:** **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND SHANNON HARKEN TO PROVIDE RESPONSE TO INTERVENTION (RTI) TRAINING FOR ORANGETHORPE SCHOOL BETWEEN APRIL 4 AND JUNE 15, 2012**

Background: On January 26-27, 2012, Shannon Harken provided Orangethorpe School's staff training in understanding and implementing RtI. An additional session and support meetings will be conducted between April 4 and June 15, 2012. Participants will learn to use assessment data to guide appropriate instructional decision-making for each student. Reading instructional routines will also be introduced and revisited to enable teachers to respond effectively to their data. These routines will be beneficial at the whole class, small group, and individual student levels.

Rationale: Shannon Harken is an RtI Professional Learning and Leadership Consultant who will provide strategies and troubleshooting tools helpful in supporting building-level RtI practices that increase student achievement.

Funding: Cost is not to exceed \$3,000.00 to be paid from Site Program Improvement (219) restricted funds.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Shannon Harken to provide Response to Intervention (RtI) training for Orangethorpe School between April 4 and June 15, 2012.

JM:ASH:nm  
Attachment

## INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT," and **Shannon Harken**, 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:

**Presenter will provide strategies and troubleshooting tools helpful in supporting building-level RtI practices that increase student achievement. The time together will include presentation, reflection of current practices, collaboration time, and planning for implementation.**

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT **between April 4 and June 15, 2012** and will diligently perform as required and complete performance by **June 15, 2012**.

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **three thousand Dollars (\$3,000.00)**. CONTRACTOR shall submit a detailed invoice to DISTRICT for services satisfactorily rendered in performance of the required services under the terms of this AGREEMENT.

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

follows: N/A.

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

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

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

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

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

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

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

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the

services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

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

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

12. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT

shall not be assigned by the CONTRACTOR. Any such assignment shall be null and void and shall be deemed a basis for termination of this AGREEMENT.

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

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

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

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

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

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

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

DISTRICT:

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

CONTRACTOR:

**Shannon Harken**  
**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 3rd DAY OF April 2012.

FULLERTON SCHOOL DISTRICT

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

**Shannon Harken, Consultant**  
\_\_\_\_\_  
Contractor Name

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

**Shannon Harken, Consultant**  
\_\_\_\_\_  
Typed Name

Consultant  
\_\_\_\_\_  
Title

On File  
\_\_\_\_\_  
Taxpayer Identification Number



CONSENT ITEM

**DATE:** April 3, 2012

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

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

**SUBJECT:** **APPROVE/RATIFY AMENDMENT #1 TO AGREEMENT FOR PROVISION OF POSITIVE BEHAVIORAL INTERVENTION AND SUPPORTS (PBIS) AND VIOLENCE PREVENTION EDUCATION SERVICES BETWEEN FULLERTON SCHOOL DISTRICT AND ORANGE COUNTY SUPERINTENDENT OF SCHOOLS, ORANGE COUNTY DEPARTMENT OF EDUCATION (OCDE) EFFECTIVE SEPTEMBER 13, 2011 THROUGH JUNE 30, 2012**

Background: The Board of Trustees approved this original Agreement on August 23, 2011. A recent opportunity for more FSD schools to join the PBIS Cadres resulted in the addition of Raymond and Woodcrest Schools. Approval of Amendment #1 to add Raymond and Woodcrest Schools is requested.

Rationale: Approve Raymond and Woodcrest Schools to join the existing Year 1 Cohort (Fern Drive, Fisler, Rolling Hills, and Valencia Park) and Year 2 Cohort (Golden Hill, Maple, Sunset Lane, and Ladera Vista) to benefit from PBIS trainings in this school year.

Funding: The District is to receive from OCDE grant allocations of \$4,350.00 per school (Year 1 Cohort - Fern Drive, Fisler, Rolling Hills, and Valencia Park), \$3,000.00 per school (Year 2 Cohort - Golden Hill, Maple, Sunset Lane, and Ladera Vista), and \$3,300.00 per school (Raymond and Woodcrest) not to exceed \$36,000.00.

Recommendation: Approve/Ratify Amendment #1 to Agreement for Provision of Positive Behavioral Intervention and Supports (PBIS) and Violence Prevention Education Services between Fullerton School District and Orange County Superintendent of Schools, Orange County Department of Education (OCDE) effective September 13, 2011 through June 30, 2012.

JM:nm  
Attachment

AMENDMENT #1  
TO  
AGREEMENT FOR PROVISION OF  
POSITIVE BEHAVIORAL INTERVENTION AND SUPPORTS  
AND VIOLENCE PREVENTION EDUCATION SERVICES  
BETWEEN  
ORANGE COUNTY SUPERINTENDENT OF SCHOOLS  
AND  
FULLERTON SCHOOL DISTRICT  
FISCAL YEAR 2011/2012

The AGREEMENT entered into September 13, 2011, which date is enumerated for purposes of reference only, is by and between Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as "SUPERINTENDENT," and Fullerton School District, hereinafter referred to as "DISTRICT" is amended as follows:

1.1 Item 2, COMPENSATION, is amended to read as follows:

A. SUPERINTENDENT shall compensate DISTRICT up to a maximum obligation of Thirty-six thousand dollars (\$36,000.00) for the term of this Agreement, for services provided as identified herein in Section 12, **SERVICES TO BE PROVIDED. DISTRICT must submit quarterly invoices to SUPERINTENDENT. All billings for the contract period must be received by SUPERINTENDENT no later than June 1, 2012.** DISTRICT agrees that failure of DISTRICT to timely claim reimbursement as required in this Agreement shall result in the inability of SUPERINTENDENT to pay DISTRICT for such services due to funding requirements of COUNTY.

B. Reimbursement for designated and approved substitute staff costs includes salary and benefits at the rate specified in Exhibits A and B and shall not exceed a total of One hundred fifty dollars (\$150.00) per day per substitute staff.

C. DISTRICT shall receive no compensation for the services provided pursuant to this agreement other than the rate set forth above.

D. The obligation of SUPERINTENDENT under this Agreement is contingent upon the availability of funds furnished by COUNTY. In the event that such funding is terminated or reduced, this Agreement may be terminated. SUPERINTENDENT shall give DISTRICT written notification of such termination as specified in the Termination subparagraph of this Agreement. Notice shall be deemed served on the date of mailing.

E. DISTRICT agrees that failure of DISTRICT to timely claim reimbursement is required in this AGREEMENT shall result in the inability of SUPERINTENDENT to pay DISTRICT for such services due to funding requirements of COUNTY.

F. Payment shall be mailed to: Fullerton School District, 1401 West Valencia Drive, Fullerton, California 92833, or at such other place as DISTRICT may designate in writing.

G. SUPERINTENDENT and DISTRICT may mutually agree, in writing with approval of COUNTY, to modify paragraph 2 above.

1.2 Except as expressly herein amended, said AGREEMENT shall in all respects be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment, in the County of Orange, State of California.



\_\_\_\_\_  
Authorized Signer

March 21, 2012

\_\_\_\_\_  
DATE

Name of Organization: Orange County Superintendent of Schools  
Address: 200 Kalmus Drive  
Costa Mesa, CA 92626

\_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
DATE

Name of Organization: Fullerton School District  
Address: 1401 West Valencia Drive  
Fullerton, CA 92833

\_\_\_\_\_  
ADMINISTRATOR (Approved as to Form)

\_\_\_\_\_  
DATE

Name of Organization: County of Orange, Health Care Agency  
Address: HCA/Contract Development and Management  
405 W 5<sup>th</sup> Street  
Santa Ana, CA 92701

FSD-HCA-Subs(37116)Amend1  
ZIP4

**EXHIBIT "A"**  
**Fullerton School District**  
**Participating Schools**

**School** **Allocation Per School**

- ✓ *Three training days: 5 teachers x 4 schools at a substitute reimbursement rate of up to \$150.00 per day*
- ✓ *RTI Conference sub costs: 5 teachers x 4 schools at a substitute reimbursement rate of up to \$150.00 per day*
- ✓ *Coaches Training: 1 PBIS coach x 4 schools x 4 days at a substitute reimbursement rate of up to \$150.00 per day*
- ✓ *PBIS Launch: 5 teachers x 4 schools x 1 day at a substitute reimbursement rate of up to \$150.00 per day*

*Substitute reimbursement rate based on actual costs including benefits not to exceed \$150.00 per day*

**Year 1 2011-2012 Cadre**

|                             |            |
|-----------------------------|------------|
| Fern Drive Elementary       | \$4,350.00 |
| Rolling Hills Elementary    | \$4,350.00 |
| Valencia Park Elementary    | \$4,350.00 |
| Robert C. Fidler Elementary | \$4,350.00 |

**School** **Allocation Per School**

- ✓ *Two days training days: 6 teachers x 4 schools at a substitute reimbursement rate of up to \$150.00 per day*
- ✓ *RTI Conference sub costs: 6 teachers x 4 schools at a substitute reimbursement rate of up to \$150.00 per day*
- ✓ *Coaches Forums: 1 PBIS coach x 4 schools x 4 ( ½ days) at a substitute reimbursement rate of up to \$75.00 per day*

**Year 2 2010-2011 Cadre**

|                              |            |
|------------------------------|------------|
| Golden Hill Elementary       | \$3,000.00 |
| Maple Elementary             | \$3,000.00 |
| Sunset Lane School           | \$3,000.00 |
| Ladera Vista Jr. High School | \$3,000.00 |

EXHIBIT "B"  
Fullerton School District  
Participating Schools

| <u>School</u> | <u>Allocation Per School</u> |
|---------------|------------------------------|
|---------------|------------------------------|

- ✓ *Three training days: 5 designated staff x 2 schools x 3 days at a substitute reimbursement rate of up to \$150.00 per day*
- ✓ *PBIS Launch sub costs: 5 designated staff x 2 schools at a substitute reimbursement rate of up to \$150.00 per day*
- ✓ *Coaches Trainings: 1 PBIS coach x 2 schools x 2 days at a substitute reimbursement rate of up to \$150.00 per day*

*Substitute reimbursement rate based on actual costs to your district including benefits not to exceed \$150.00 per day .*

**Year 1 2011-2012 Cadre (Accelerated)**

|                             |            |
|-----------------------------|------------|
| Woodcrest Elementary School | \$3,300.00 |
| Raymond Elementary School   | \$3,300.00 |

ADMINISTRATIVE REPORT

**DATE:** April 3, 2012  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**SUBJECT:** "SUNSHINE" FULLERTON ELEMENTARY SCHOOL DISTRICT'S 2012/2013 PROPOSAL TO NEGOTIATE WITH THE FULLERTON ELEMENTARY TEACHERS ASSOCIATION

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

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

Funding: Not applicable.

Recommendation: "Sunshine" Fullerton School District's 2012/2013 proposal to negotiate with Fullerton Elementary Teachers Association.

MLD:nm  
Attachment

FULLERTON SCHOOL DISTRICT  
SUNSHINE  
INITIAL PROPOSAL TO FETA  
2012-2013 Successor Agreement  
April 3, 2012

The Parties agreed to open for 2012-2013 Successor Agreement by May 2012. The District intends to review the entire agreement with particular emphasis on the following areas including the expansion from a one year agreement to a multi-year agreement:

**ARTICLE 9 WORK YEAR**

The District has an interest in reviewing the certificated work year in an order to maintain fiscal solvency for 2012-2013 school year. Up to 21 furlough days may be required to maintain solvency if the State funding does not get resolved.

**ARTICLE 11 EVALUATION PROCEDURES**

The District has an interest in exploring options to make the evaluation process more meaningful to employees and in alignment with State and Federal guidelines.

**ARTICLE 13 LEAVES OF ABSENCE**

C. Personal Necessity: Clarifying the use and procedures for using Personal Necessity Leave.

**ARTICLE 14 CLASS SIZE**

The District has an interest in reviewing the certificated class size ratios for 2012-2015 school years in order to maintain fiscal solvency.

A. The allocation ratio of regular program pupils to classroom teachers on a District-wide average shall not exceed 32 to 1 for classes not included in Class Size Reduction Program. In no case shall the ratio exceed the class standards specified by law to the extent the District would be penalized by a loss of revenue. The District-wide average described herein shall not be calculated with the inclusion of special education program students and teachers. Within the staffing allocations described herein, the District shall make a reasonable effort to equitably distribute students to individual classes.

**ARTICLE 16: SALARIES**

The District has interest in negotiating a reduction in salaries and salary schedules for the 2012-2013 school year in order to maintain fiscal solvency for the District.

Eliminate:

C. ~~The State Pre-school Program and Latchkey Program salary schedule in effect on June 30,, 2001 shall be increased by 4.65% effective July 1, 2001.~~

Appendix D: The District has interest in clarifying salary step and column movement rules.

**ARTICLE 17 FRINGE BENEFITS**

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

v) Effective May 1, 2003, the District will waive the employee's share of premiums for employees with spouses who work in the District, are eligible for insurance coverage, and are not enrolled in their own plan. Employees with spouses within the district will not be double covered.

Appendix E: Causes for Discharge- Update to match Education Code.

Review MOU's put into place during the 2011-2012 negotiation sessions.

ADMINISTRATIVE REPORT

**DATE:** April 3, 2012  
**TO:** Mitch Hovey, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**SUBJECT:** “SUNSHINE” FULLERTON SCHOOL DISTRICT’S 2012/2013 PROPOSAL TO NEGOTIATE WITH CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER 130

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

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

Funding: Not applicable.

Recommendation: “Sunshine” Fullerton School District’s 2012/2013 proposal to negotiate with California School Employees Association (CSEA), Chapter 130.

MLD:nm  
Attachment



FULLERTON SCHOOL DISTRICT  
SUNSHINE  
PROPOSAL TO CSEA #130  
2012-2013  
April 3, 2012

The District agreed in the 2012 successor agreement to open the 2012-2013 successor agreement negotiations by June. CSEA will present its Sunshine by the second meeting in May of the expiration year of the agreement.

**Article 6: Pay and Allowances**

The District has an interest in reducing employee hourly salary rates in order to maintain fiscal solvency.

**Article 8: Health Insurance**

The District has an interest in reviewing Fringe Benefits for current and retired association members.

**Article 5: Hours and Overtime**

The District is interested in adjusting work calendars for classified employees with the insertion of up to 21 furlough days to maintain District solvency if State and Federal funding does not get resolved and deficit spending is not reversed.

The District is also interested in clarifying employee start times.