

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
Special Meeting of the Board of Trustees
March 30, 2012
District Board Room, 1401 W. Valencia Drive, Fullerton, CA 92833
9:00 a.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 9:08 a.m. and Georgene Bravo, PTA Council President, led the Pledge of Allegiance to the flag.

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

Board Member absent: Janny Meyer

Leadership Associates: Advisors Rich Thome, Dr. Peggy Lynch, and Dr. Mike Caston

Public Comments

There were no public comments.

Discussion/Action Item

1a. Approve Contract with Leadership Associates for Superintendent Search at a cost not to exceed \$24,500.00.

Moved by Beverly Berryman, seconded by Chris Thompson, and carried 4-0 to approve contract with Leadership Associates for Superintendent Search at a cost not to exceed \$24,500.00.

Open Session—Superintendent Selection Process

Rich Thome introduced Dr. Peggy Lynch and Dr. Mike Caston to the Board. Mr. Thome briefly discussed his professional history. Mr. Thome explained the details of the Superintendent Selection Process and proposed timeline. In order to begin the process, the Advisors asked the Board to state the characteristics they desired a new superintendent to possess and what background experience was preferred. Follow up meetings will be scheduled to receive input from the community and employee associations regarding characteristics desired in a new superintendent.

Adjournment

President Sugarman adjourned the Special meeting on March 30, 2012 at 10:38 a.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Minutes of the 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

Trustee Sugarman called a Regular meeting of the Fullerton School District Board of Trustees to order at 5:08 p.m. and Chris O'Connell, Community member, led the pledge of allegiance to the flag.

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

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

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

Public Comments

No comments.

Recess to Closed Session – Agenda

At 5:09 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 6:19 p.m., and Cub Scout Troop Pack 128 from Commonwealth School, led the pledge of allegiance to the flag. Anaca Lord, student at Rolling Hills School, sang the national anthem.

Report from Closed Session

No report.

Introductions/Recognitions

President Sugarman presented Anaca Lord and Ernest Fregoso Jr. each with a Certificate of Recognition for being recipients of the Fullerton School District *Above and Beyond Award*.

Susan Hume, Assistant Superintendent of Business Services, introduced Laurie Bruneau, new Risk Manager for the Fullerton School District. Mrs. Hume briefly shared Mrs. Bruneau's qualifications for this position.

Public Comments – Policy (see above)

Dr. Mathew Barnett, Principal at Nicolas Junior High School, presented a quick overview on technology.

Jackie Filbeck, District Liaison for 72nd District, spoke about Assemblyman Chris Norby's 2012 legislation and relevant articles.

Larry Houser, Bourbon Street Restaurant owner, shared that the fundraiser for the Autism Program at Commonwealth School raised \$5,037.00. The upcoming event to help fundraise for additional monies will be held on September 7, 2012, at the Black Gold Golf Course in Yorba Linda. Fifty percent of proceeds from this fundraiser will benefit the Autism Program at Commonwealth School and 50% for Autism Speaks (the goal is to raise \$100,000.00).

Sherry Hoyt, Principal at Commonwealth School, thanked Mr. Houser for his generous support of the Autism Program at Commonwealth School. Mrs. Hoyt presented an overview of her school's many programs and activities. Lori Trotter, Susan Kitley, Steve Welch, Darlene Naslund, Michelle Kim, and Shelly Berglund (staff)

and Amber Argueta, Soley Argueta, and Deavyn Woullard (students) assisted her in the "jeopardy" game presentation.

Superintendent's Report

Dr. Hovey shared his congratulations to Acacia, Laguna Road, and Robert C. Fisler Schools for being recognized as 2012 California Distinguished Schools. Dr. Hovey and Janet Morey, Assistant Superintendent of Educational Services, delivered a cake and certificate to each of these schools congratulating them for their award. A recognition event will be held on May 4, 2012, to honor these schools; representatives from each school, the Board of Trustees, and District office will attend this event. The District Office Spring Luncheon will be held on April 4th at 11:30 a.m.; Spring Recess will be April 9th-13th with the District Office and school sites being closed to the public. Dr. Hovey shared STAR State testing is coming up in May 2012.

Information from the Board of Trustees

Trustee Berryman – She commented the Apple tour she attended in Cupertino was great. It is exciting to see the new technology opportunities for students. iBooks will offer teachers an opportunity to create their own textbooks for a lesson. It is exciting to see the new technology tools that will further engage students. She attended the *State of the City* where Mayor Sharon Quirk-Silva spoke about how education plays such a great role in the City. Trustee Berryman attended the *My Town* play at Golden Hill School. She also commended Vicki Schindele her work for the *Tom Sawyer* play performance at Rolling Hills School.

Trustee Thompson- He is excited about the idea of providing the possibility of textbooks on iPads. He is also excited about the idea of taking notes directly on a document and having the changes saved. Trustee Thompson was very impressed with Anaca Lord and her exemplary dedication to academics and life overall. He attended the *Cinderella and the Beast* play at Beechwood School and the *Anything Goes* play at Fullerton High School.

Trustee Thornley- She echoed the sentiments of the many great things happening. She acknowledged the Daughters of American Revolution and would like to see more schools participate in the essay contest in the future. It was great to see the students receive their awards. They are great community partners that help to make Fullerton such a great place.

President Sugarman- She shared that she is part of the State Education Technology Task Force. Tom Torlakson announced on March 17th the creation of the State Education Technology Task Force which will be asked to make recommendation about how to bring 21st Century tools into California's classrooms to improve teaching and learning. This Task Force will be presenting their blueprint for technology by the summer of 2012. She reminded everyone that the eWaste event will be held on April 21st from 9:00 a.m. to 3:00 p.m. at Ladera Vista Junior High School and the Cut-a-Thon event will be held on April 22nd from 10:00 a.m. to 3:00 p.m. at Salon Lujon.

PTA– Georgene Bravo – She thanked Mark Douglas, Assistant Superintendent of Personnel Services, and the Principals who attended the recent annual Administrators dinner. Three Fullerton PTA delegates, Shi-Hwa Yuan, David Lee, and Vivian Moreno, attended the Sacramento Safari. PTA Convention will be from May 9-12, 2012, at the Anaheim Convention Center. The 4th District PTA theme is PTA Power and the dinner will be held on May 10th at 7:30 p.m. (tickets are \$40.00 each). PTA is in the final stages of selecting officers. She wished everyone a great Easter and Spring Break.

FETA – Karla Turner – She distributed a copy of the California Educator magazine to the Board and Executive Cabinet and made reference to the articles on Transitional Kindergarten and online bullying. FETA wishes everyone a safe and peaceful Spring Break. When returning from Spring Break, State exams will be shortly beginning and the 6th grade students looking forward to junior high school and 8th grade students looking forward to high school.

CSEA– Al Lacuesta – no report.

FESMA– Sherry Hoyt– She enjoyed attending the Apple tour at Cupertino and witnessing the interactive learning. She shared that Dr. Hovey's retirement celebration will be held on May 24th.

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 Chris Thompson and carried 4-0 to approve the Regular minutes of the meetings on February 28 and March 13, 2012. It was moved by Lynn Thornley, seconded by Chris Thompson and carried 4-0 to approve the Special minutes of the meetings on March 19, March 21, and March 26, 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 4-0 to approve the consent items. The Board held discussion on agenda items #1k, #1l, #1m, #1o, and #1s.

President Sugarman made a request for the Board to discuss/take action on two furlough days for the Board of Trustees to take effect for the 2011/12 school year. This discussion/taking action will be brought forward at the May 1st Board meeting.

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.

Dr. Hovey briefly discussed the District's "sunshine" proposal to negotiate with Fullerton Elementary Teachers Association. The Board will approve the proposal at the upcoming Board meeting on May 1, 2012.

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

Dr. Hovey briefly discussed the District's "sunshine" proposal to negotiate with CSEA, Chapter 130. The Board will approve the proposal at the upcoming Board meeting on May 1, 2012.

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

No requests.

Adjournment

President Sugarman adjourned the Regular meeting on April 3, 2012 at 7:44 p.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, May 1, 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

Boy Scout Troop 292 and Cub Scout Pack 1294, Orangethorpe School

Public Comments – Policy (see above)

Introduction/Recognitions

- Orangethorpe 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

Special meeting on March 30, 2012
Regular meeting on April 3, 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 F22C0102 through F22C0112, F22D0705 through F22D0771, F22M0176 through F22M0192, F22R0610 through F22R0675, F22S0030, F22T0032 through F22T0033, F22V0111 through F22V0124, F22X0387 through F22X0400, and F22Y0044 for the 2011/2012 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 140885 through 140954 and commodity purchase order numbered 140001-OSP for the 2011/2012 school year.

1e. Approve/Ratify warrants numbered 82594 through 83009 for the 2011/2012 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 8908 through 8925 for the 2011/2012 school year.

1g. Approve retainer agreement for legal services with ATKINSON, ANDELSON, LOYA, RUUD & ROMO effective May 2, 2012 through June 30, 2014.

1h. Adopt Resolution #11/12-25 proclaiming May 9, 2012, as "Day of the Teacher" in the Fullerton School District.

1i. Adopt Resolution #11/12-26 proclaiming May 20-26, 2012 as "Classified Employee Week" in the Fullerton School District.

1j. Approve/Ratify Classified Personnel Report.

1k. Approve three-year licensing agreement between Fullerton School District and Illuminate Education, Inc., for Illuminate Data and Assessment system from July 1, 2012 through June 30, 2015.

1l. Approve acceptance of California Technology Assistance Project (CTAP) Teacher Technology Grants awards.

1m. Approve Independent Contractor Agreement between Fullerton School District and Perry Passaro for psychoeducational assessments effective May 2, 2012 through June 30, 2012.

1n. Approve/Ratify warrant number 1124 for the 2011/2012 school year (District 48, Amerige Heights).

1o. Approve/Ratify warrant number 1080 for the 2011/2012 school year (District 40, Van Daele).

1p. Approve 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 May 30, 2012 through June 30, 2012.

Discussion/Action Items

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

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

2c. Adopt Resolution #11/12-27 eliminating identified Classified positions effective July 1, 2012.

2d. Approve extension of Assistant Superintendent's contracts through June 30, 2014.

2e. Approve requests from Hermosa Drive School and Nicolas Junior High School to waive laptop survey percentage requirement for incoming students for 2012/2013.

2f. Hold discussion and take action on Board of Trustees' monthly stipend for 2011/2012.

Administrative Report Item

3a. "Sunshine" Fullerton Elementary Teachers Association's (FETA) 2012/2013 proposal to negotiate with Fullerton School District.

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

Adjournment

The next regularly scheduled meeting of the Board of Trustees of the Fullerton School District will be held on Tuesday, May 22, 2012, at 6:00 p.m. in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

CONSENT ITEM

DATE: May 1, 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), National Board Certification Incentive, leave(s) of absence and retirement(s), and catastrophic sick leave.

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 MAY 1, 2012

NEW HIRE(S)

NAME	ASSIGN/LOCATION	ACTION	COST CENTER	EFFECTIVE DATE
Evangelina Michel	Substitute Teacher	Employ	100	03/27/12
Briana Seward	Substitute Teacher	Employ	100	04/02/12
Kristen Sheridan	Substitute Teacher	Employ	100	04/05/12
Emily Totten	Substitute Teacher	Employ	100	04/02/12
Stephen Valdez	Substitute Psychologist	Employ	391	02/23/12
Robin Yi	Substitute Teacher	Employ	100	04/02/12
Katherine Aniol	P.E./Health/Ladera Vista	III/3	100	03/15/12
Melissa Hilken	School Psychologist (40%)/ Student Support Services	I/D	420	04/04/12

NATIONAL BOARD CERTIFICATION INCENTIVE

Approve fourth and final installment from state-funded National Board Certification Incentive Program for the following certificated personnel:

Luann Grismer - \$5,000.00

LEAVE(S) OF ABSENCE AND RETIREMENT(S)

NAME	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
Blair Campbell	3 rd Grade/Beechwood	Extend Leave of Absence	03/26/12-05/22/12
Mitch Hovey, Ed.D.	Superintendent/District Office	Retire	06/30/12
Sheryl Ringer	P.E./Parks	Retire	06/18/12
Denise Vernak	Contract Substitute	Leave of Absence	03/14/12-03/20/12

CATASTROPHIC LEAVE

NAME	ACTION	EFFECTIVE DATE
Denise Vernak	25 days Catastrophic Leave	03/29/12

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 May 1, 2012.

Clerk/Secretary

CONSENT ITEM

DATE: May 1, 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: May 1, 2012*

<u>SCHOOL/SITE</u>	<u>DONOR</u>	<u>DESCRIPTION</u>
Acacia	Acacia Elementary Foundation (Community Partner)	Monetary donation of \$3,981.25 for Accelerated Reader
Commonwealth	The Lime Truck LLC (Community Partner)	Monetary donation of \$800.00 for the autism program
Commonwealth	John D. Schade (Community Partner)	Monetary donation of \$100.00 for the autism program
Fern Drive	ASD.com (Community Partner)	Monetary donation of \$882.69 for the school
Fern Drive	Ju Oh (Parent)	Monetary donation of \$40.00 for the school (United Way employee match program)
Fern Drive	Pacific Life Foundation (Community Partner)	Monetary donation of \$1,500.00 for technology, science, art
Fisler	Apple Inc. (Community Partner)	Monetary donation of \$500.00 for technology
Fisler	Wells Fargo Matching Gift Foundation (Community Partner)	Monetary donation of \$34.62 for technology
Golden Hill	Fullerton Technology Foundation (Community Partner)	Monetary donation of \$30.00 for technology
Hermosa Drive	Mr. and Mrs. William K. Bostic (Parents)	Monetary donation of \$500.00 for GATE
Hermosa Drive	Mrs. Mi Seon Hwang (Parent)	Monetary donation of \$65.00 for the laptop program
Ladera Vista	Spreebird (Community Partner)	Monetary donation of \$54.05 for the school
Laguna Road	Wendy Florin and Family (Parents)	Monetary donation of \$100.00 for the school
Laguna Road	Fullerton Technology Foundation (Community Partner)	Monetary donation of \$20.00 for technology
Laguna Road	Laguna Road PTA	Monetary donation of \$1,250.00 for supplies and paper
Laguna Road	Wells Fargo Foundation (Community Partner)	Monetary donation of \$46.14 for Room 3 class enrichment
Maple	Box Tops for Education (Community Partner)	Monetary donation of \$246.80 for the school

FULLERTON SCHOOL DISTRICT*Gifts: May 1, 2012*

<u>SCHOOL/SITE</u>	<u>DONOR</u>	<u>DESCRIPTION</u>
Maple	Target Field Trip Grants Program/Scholarship (Other: Grants Program)	Monetary donation of \$700.00 for field trip
Nicolas JHS	Christina Bliss (Parent)	Monetary donation of \$20.00 for foods class
Nicolas JHS	Susana Castañeda, Frank González (Parents)	Monetary donation of \$20.00 for foods class
Orangethorpe	Hiiiong Dinh (Parent)	Monetary donation of \$20.00 for the school
Parks JHS	Mr. and Mrs. David Blackledge (Parents)	Monetary donation of \$50.00 for band
Parks JHS	Mr. and Mrs. Christopher Bunts (Parents)	Monetary donation of \$50.00 for emergency supplies
Parks JHS	Ms. Judy Jee (Parent)	Monetary donation of \$50.00 for emergency supplies
Parks JHS	Phil Ling (Parent)	Donations of one Lexmark E260DN printer, one Canon MF4570 printer, one Apple eMac G4 desktop computer, and one Samsung 20" LCD monitor for the school
Parks JHS	Mr. and Mrs. James Parker (Parents/Staff)	Monetary donation of \$50.00 for emergency supplies
Parks JHS	Mrs. Irene Strauss (Staff)	Monetary donation of \$475.00 for after-school tutoring
Richman	Richman PTA	Monetary donation of \$1,000.00 for All the Arts
Valencia Park	Fullerton Technology Foundation (Community Partner)	Monetary donation of \$77.00 for the school
Various Schools	Fullerton Technology Foundation (Community Partner)	SEEDS Grants for the following schools: Ladera Vista JHS \$13,000.00 Nicolas JHS \$15,000.00 Parks JHS \$11,000.00

CONSENT ITEM

DATE: May 1, 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 F22C0102 THROUGH F22C0112, F22D0705 THROUGH F22D0771, F22M0176 THROUGH F22M0192, F22R0610 THROUGH F22R0675, F22S0030, F22T0032 THROUGH F22T0033, F22V0111 THROUGH F22V0124, F22X0387 THROUGH F22X0400, AND F22Y0044 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 F22C0102 through F22C0112, F22D0705 through F22D0771, F22M0176 through F22M0192, F22R0610 through F22R0675, F22S0030, F22T0032 through F22T0033, F22V0111 through F22V0124, F22X0387 through F22X0400, and F22Y0044 for the 2011/2012 fiscal year.

SH:SM:cr
 Attachment

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 05/01/2012

FROM 03/13/2012 TO 04/09/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F22C0102	ORANGE CNTY DEPARTMENT OF EDUC	500.00	500.00	0121921101 5210	LEA Program Instr Orangethorpe / Conferences and
F22C0103	INTL SOCIETY FOR TECHNOLOGY IN	338.00	338.00	0130430103 5210	SLIP Instruction Fisler / Conferences and Meetings
F22C0104	SCHOOL SERVICES OF CALIFORNIA	250.00	125.00	0153050799 5210	Business Administration DC / Conferences and Meetings
			125.00	0153750799 5210	Business Administration DC / Conferences and Meetings
F22C0105	ORANGE COUNTY SCHOOL NURSES AS	200.00	200.00	0124654221 5210	Special Ed IDEA Personnel Dev / Conferences and
F22C0106	SCHOOL SERVICES OF CALIFORNIA	125.00	125.00	0109755219 5210	Supp Grant Instr Supervision / Conferences and Meetings
F22C0107	ATKINSON ANDELSON LOYA RUDD RO	98.00	98.00	0152258749 5210	Personnel Commission Discret / Conferences and Meetings
F22C0108	CERRITOS COLLEGE	198.00	198.00	1231019101 5210	Preschool Instruction / Conferences and Meetings
F22C0109	CERRITOS COLLEGE	220.00	220.00	1231019101 5210	Preschool Instruction / Conferences and Meetings
F22C0110	PYRAMID EDUCATIONAL CONSULTANT	295.00	275.00	0114154101 5210	Designated Instruction Severe / Conferences and Meetings
			20.00	0124654221 5210	Special Ed IDEA Personnel Dev / Conferences and
F22C0111	CASCWA	296.31	296.31	0151055339 5210	Child Welfare and AttendanceDC / Conferences and
F22C0112	REGIONAL CENTER OF ORANGE COUN	60.00	60.00	0142054201 5210	Special Ed Administration / Conferences and Meetings
F22D0705	ART SUPPLY WAREHOUSE	294.42	294.42	0111626101 4310	Donations Instr Rolling Hills / Materials and Supplies Instr
F22D0706	AMAZON.COM	460.70	460.70	1231152101 4310	Pre K Famly Lit Support Instr / Materials and Supplies Instr
F22D0707	AMAZON.COM	331.41	331.41	1231152101 4310	Pre K Famly Lit Support Instr / Materials and Supplies Instr
F22D0708	SCHOOL MATE	1,311.37	1,311.37	0110327109 4310	Reimburse Sunset Lane Disc / Materials and Supplies Instr
F22D0709	SCHOOL MATE	1,006.50	1,006.50	0130411103 4310	SLIP Instruction Beechwood / Materials and Supplies Instr
F22D0710	SCHOOL MATE	1,123.50	1,123.50	0130411103 4310	SLIP Instruction Beechwood / Materials and Supplies Instr
F22D0711	DICK BLICK ART MATERIALS	58.87	58.87	0111626101 4310	Donations Instr Rolling Hills / Materials and Supplies Instr
F22D0712	GUITAR CENTER	48.75	48.75	0121219101 4310	Title I Maple Instruction / Materials and Supplies Instr
F22D0713	HAWTHORNE EDUCATIONAL	99.13	99.13	0111727109 4310	Hourly Intervention Sunset Ln / Materials and Supplies
F22D0714	AMAZON.COM	386.62	386.62	0110217109 4310	Instruction Ladera Vista DC / Materials and Supplies Instr
F22D0715	DICK BLICK ART MATERIALS	155.64	155.64	0110220189 4310	Arts Nicolas Jr High / Materials and Supplies Instr

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F22D0716	CDW.G	456.62	456.62	0130415103 4310	SLIP Instruction Golden Hill / Materials and Supplies Instr
F22D0717	AMAZON.COM	323.03	323.03	0130426103 4310	SLIP Instruction Rolling Hills / Materials and Supplies Instr
F22D0718	DAISY IT	1,533.81	306.76	1208111101 4310	Preschool Instr Beechwood / Materials and Supplies Instr
			306.76	1208127101 4310	Preschool Inst Sunset Lane / Materials and Supplies Instr
			306.76	1208510101 4310	Childcare Instr Acacia / Materials and Supplies Instr
			306.76	1208511101 4310	Childcare Instr Beechwood / Materials and Supplies Instr
			306.77	1208530101 4310	Childcare Instr Fisler / Materials and Supplies Instr
F22D0719	NATIONAL ASSOCIATION OF SECOND	1,101.56	1,101.56	0130430103 4310	SLIP Instruction Fisler / Materials and Supplies Instr
F22D0720	CDW.G	378.07	378.07	0160690371 4350	Food Services / Materials and Supplies Office
F22D0721	LEARNING RESOURCES	134.81	134.81	0130422103 4310	SLIP Instruction Pacific Dr / Materials and Supplies Instr
F22D0722	GANDER PUBLISHING	569.80	284.91	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
			284.89	0124254101 4310	Special Ed IDEA Basic RSP NSH / Materials and Supplies
F22D0723	AMAZON.COM	191.69	185.41	0107527101 4310	District Donation Instr Sunset / Materials and Supplies Instr
			6.28	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
F22D0724	NEW MANAGEMENT	165.85	165.85	0109728279 4350	S Grant Supp Admin Valencia Pk / Materials and Supplies
F22D0725	E L ACHIEVE	5,695.13	5,695.13	0130212101 4310	Econ Impact Aid Commonwealth / Materials and Supplies
F22D0726	EDGEWOOD PRESS INC	629.53	629.53	0130411103 4310	SLIP Instruction Beechwood / Materials and Supplies Instr
F22D0727	DATA MANAGEMENT INC	357.96	357.96	0109728279 4350	S Grant Supp Admin Valencia Pk / Materials and Supplies
F22D0728	PRESIDENT'S EDUCATION AWARD PR	69.57	69.57	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
F22D0729	BOOKSOURCE, THE	945.73	945.73	0111611101 4310	Donations Instr Beechwood / Materials and Supplies Instr
F22D0730	NASCO WEST INC	248.93	248.93	0110220189 4310	Arts Nicolas Jr High / Materials and Supplies Instr
F22D0731	GOV CONNECTION	429.92	429.92	0130228101 4310	Econ Impact Aid Valencia Park / Materials and Supplies
F22D0732	DISCOUNT SCHOOL SUPPLY	521.57	521.57	0134352103 4310	Community Based Engl TutorInst / Materials and Supplies
F22D0733	DISCOUNT SCHOOL SUPPLY	498.13	498.13	0134352103 4310	Community Based Engl TutorInst / Materials and Supplies
F22D0734	DISCOUNT SCHOOL SUPPLY	453.68	453.68	0134352103 4310	Community Based Engl TutorInst / Materials and Supplies

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F22D0735	LAKESHORE LEARNING	993.12	993.12	1231152101 4310	Pre K Famly Lit Support Instr / Materials and Supplies Instr
F22D0736	CDW.G	701.47	701.47	0140955259 4350	Information Systems ServicesDC / Materials and Supplies
F22D0737	FREE WILL PRINTING COMPANY	1,067.26	1,067.26	0110220139 4310	Dance Nicolas Jr. High / Materials and Supplies Instr
F22D0738	SOLUTION TREE LLC	29.38	29.38	0109724109 4310	Suppl Grant Support Raymond / Materials and Supplies
F22D0739	CDW.G	897.92	897.92	0125554391 4350	LEA Medi Cal Reimb Autism OT / Materials and Supplies
F22D0740	SPECIAL T'S	319.03	319.03	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
F22D0741	DISCOUNT SCHOOL SUPPLY	793.51	793.51	0134352103 4310	Community Based Engl TutorInst / Materials and Supplies
F22D0742	APPLE COMPUTER INC.	7,136.28	7,136.28	0130217101 4310	Econ Impact Aid Ladera Vista / Materials and Supplies
F22D0743	APPLE COMPUTER INC.	11,572.35	11,572.35	0111919101 4310	Phelps Grant Maple / Materials and Supplies Instr
F22D0744	APPLE COMPUTER INC.	13,501.08	13,501.08	0144255109 4310	Tech Services Donation Instr / Materials and Supplies Instr
F22D0745	APPLE COMPUTER INC.	17,358.53	17,358.53	0121929101 4310	LEA Program Instruction WC / Materials and Supplies Instr
F22D0746	APPLE COMPUTER INC.	578.62	578.62	0144213109 4310	Technology Donations Fern Dr. / Materials and Supplies
F22D0747	SCHOOL SPECIALTY	1,331.28	266.26	1208111101 4310	Preschool Instr Beechwood / Materials and Supplies Instr
			1,065.02	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
F22D0748	VIRCO MANUFACTURING	4,930.15	4,930.15	0109722109 4310	Suppl Grant Support Pacific Dr / Materials and Supplies
F22D0749	DISCOUNT SCHOOL SUPPLY	890.55	890.55	1231152101 4310	Pre K Famly Lit Support Instr / Materials and Supplies Instr
F22D0750	ACTIVE DATA SOLUTIONS LLC	425.61	425.61	0130412103 4310	SLIP Instruction Commonwealth / Materials and Supplies
F22D0751	HARCOURT OUTLINES INC	135.65	135.65	0150855359 4350	Distr Testing (Non Mandate) DC / Materials and Supplies
F22D0752	NATIONAL JUNIOR HONOR SOCIETY	471.00	471.00	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr
F22D0753	DAISY IT	667.90	667.90	0130223101 4310	Economic Impact Aid Parks / Materials and Supplies Instr
F22D0754	DAISY IT	486.64	486.64	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
F22D0755	APPLE COMPUTER INC.	371.58	371.58	0144222109 4310	Technology Instr Pacific Drive / Materials and Supplies Inst
F22D0756	POSITIVE PROMOTIONS	192.49	192.49	0107528101 4310	District Donation Instr Valenc / Materials and Supplies Inst
F22D0757	NATIONAL ASSOCIATION OF ELEMEN	64.66	64.66	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr

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F22D0758	DAISY IT	165.36	165.36	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
F22D0759	DAISY IT	568.82	568.82	0130226101 4310	Econ Impact Aid Rolling Hills / Materials and Supplies
F22D0760	CALIFORNIA MATHEMATICS LEAGUE	160.00	160.00	0111623101 4310	Donations Instr Parks / Materials and Supplies Instr
F22D0761	LAKESHORE LEARNING	477.61	477.61	0134352103 4310	Community Based Engl TutorInst / Materials and Supplies
F22D0762	SOUTHWEST SCHOOL SUPPLY	397.60	397.60	0111626101 4310	Donations Instr Rolling Hills / Materials and Supplies Instr
F22D0763	CDW.G	438.60	219.30	1208510101 4310	Childcare Instr Acacia / Materials and Supplies Instr
			219.30	1208530101 4310	Childcare Instr Fisler / Materials and Supplies Instr
F22D0764	ORIENTAL TRADING COMPANY	92.19	92.19	0130216101 4310	Econ Impact Aid Hermosa Drive / Materials and Supplies
F22D0765	SCIENCE KIT AND BOREAL LABORAT	451.69	451.69	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
F22D0766	PASCO SCIENTIFIC	3,925.79	2,995.14	0130230101 4310	Economic Impact Aid Fisler / Materials and Supplies Instr
			930.65	0130430103 4310	SLIP Instruction Fisler / Materials and Supplies Instr
F22D0767	DEMCO INC	106.28	53.14	0109718109 4310	Suppl Grant Support Laguna Rd / Materials and Supplies
			53.14	0122418101 4310	Title III Limited Engl Laguna / Materials and Supplies Instr
F22D0768	TROXELL COMMUNICATIONS	2,773.49	2,773.49	0130212101 4310	Econ Impact Aid Commonwealth / Materials and Supplies
F22D0769	APPLE COMPUTER INC.	435.92	249.00	0111915101 6410	Phelps Grant Golden Hill / New Equip Less Than \$10,000
			186.92	0130215101 6410	Econ Impact Aid Golden Hill / New Equip Less Than
F22D0770	GOV CONNECTION	69.26	69.26	0130223101 4310	Economic Impact Aid Parks / Materials and Supplies Instr
F22D0771	GOV CONNECTION	340.49	340.49	0130223101 4310	Economic Impact Aid Parks / Materials and Supplies Instr
F22M0176	RUSCO INC	64.26	64.26	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
F22M0177	MANAGING BUSINESS SOLUTION INC	7,500.00	7,500.00	2167150851 5805	Facilities Improvement / Consultants
F22M0178	BOB PETERS FIRE PROTECTION INC	180.00	90.00	0130419273 4350	SLIP School Admin Maple / Materials and Supplies Office
			90.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
F22M0179	EWING IRRIGATION PRODUCTS	120.69	120.69	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
F22M0180	AMORT CONSTRUCTION INC	5,975.00	5,975.00	1453329859 5640	Deferred Maint Fac Woodcrest / Repairs by Vendors
F22M0181	NOVA SECURITY SYSTEMS INC	306.01	306.01	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs

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F22M0182	SCOTT OVERHEAD DOORS AND DOCK	1,426.00	1,426.00	1453329859 5640	Deferred Maint Fac Woodcrest / Repairs by Vendors
F22M0183	MONTGOMERY HARDWARE COMPANY	666.55	666.55	1453317859 4363	Deferred Maint Fac Ladera Vsta / Materials and Supplies
F22M0184	VISTA PAINT	1,654.23	1,654.23	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
F22M0185	ROTO ROOTER	3,125.00	3,125.00	1453326819 5640	Deferred Maint Rolling Hills / Repairs by Vendors
F22M0186	AMERICAN FIRE SAFETY	11,000.00	11,000.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
F22M0187	FULLERTON, CITY OF	86.00	86.00	0153353819 5899	Plant Maintenance DC / Other Expenses
F22M0188	ORVAC ELECTRONICS	271.82	271.82	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
F22M0189	LAURENCE COMPANY, C R	377.41	377.41	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
F22M0190	LOWES HIW INC	266.91	266.91	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
F22M0191	WESTERN STATES GLASS	629.40	629.40	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
F22M0192	FERGUSON ENTERPRISES INC	804.91	804.91	1453313859 4363	Deferred Maint Fac Fern Dr / Materials and Supplies
F22R0610	PEARSON ASSESSMENT INC	437.82	437.82	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits
F22R0611	DAISY IT	198.08	198.08	0132952101 4310	Aftr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Instr
F22R0612	DAISY IT	591.68	591.68	0152055779 4350	Education Services Discret / Materials and Supplies Office
F22R0613	NASCO WEST INC	209.47	209.47	0150954101 4310	Oral Health Assessment Program / Materials and Supplies
F22R0614	MARTINEZ, ANTHONY	109.88	109.88	0110217109 4310	Instruction Ladera Vista DC / Materials and Supplies Instr
F22R0615	CDW.G	1,462.73	487.57	0130452213 4350	SLIP Instr Supervision Central / Materials and Supplies
			487.58	0130655223 4350	Peer Assistance Review Prog / Materials and Supplies
			487.58	0140155239 4350	Curriculum Development Discret / Materials and Supplies
F22R0616	DAISY IT	157.19	157.19	0111354101 4310	Home and Hospital Moder Severe / Materials and Supplies
F22R0617	DYNAVOX MAYERJOHNSON	95.90	95.90	0124254111 4310	Special Ed IDEA Basic SDC NSH / Materials and Supplies
F22R0618	HANDWRITING WITHOUT TEARS	382.69	382.69	0150554101 4310	Occup Therapy Autism Instr / Materials and Supplies Instr
F22R0619	SCHOOL HEALTH CORPORATION	329.61	329.61	0125554341 4310	LEA Medi Cal Reimb Health Svcs / Materials and Supplies
F22R0620	ORIENTAL TRADING COMPANY	107.01	107.01	0150554101 4310	Occup Therapy Autism Instr / Materials and Supplies Instr

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F22R0621	SOUTHPAW ENTERPRISES	1,018.52	1,018.52	0150554101 4310	Occup Therapy Autism Instr / Materials and Supplies Instr
F22R0622	DISCOUNT SCHOOL SUPPLY	343.30	343.30	0150554101 4310	Occup Therapy Autism Instr / Materials and Supplies Instr
F22R0623	OFFICE DEPOT BUSINESS SERVICE	136.75	136.75	0109555271 4350	Beckman Science Administration / Materials and Supplies
F22R0624	SCHOOL SUPPLY STORE LLC	122.47	122.47	0150554101 4310	Occup Therapy Autism Instr / Materials and Supplies Instr
F22R0625	DOCUMENT TRACKING SERVICES	4,840.00	4,840.00	0100000000 9330	Unrestricted / Prepaid Expenditures
F22R0626	TROTTER, LORI	95.12	95.12	0109712109 4310	Suppl Grant Support Commonwlth / Materials and Supplies
F22R0627	KNOTT'S BERRY FARM	1,451.50	1,451.50	0109411102 5850	Foundation Instr Beechwood / Admission Fees
F22R0628	HOWELL, GLENDA	341.19	341.19	0111626101 4310	Donations Instr Rolling Hills / Materials and Supplies Instr
F22R0629	PEARSON ASSESSMENT INC	1,454.70	1,454.70	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
F22R0630	WESTERN PSYCHOLOGICAL SERVICES	279.66	279.66	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
F22R0631	ACADEMIC THERAPY PUBLISHERS	932.58	932.58	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
F22R0632	PAR INC	324.10	324.10	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
F22R0633	PEARSON ASSESSMENT INC	72.97	72.97	0125554321 4315	LEA Medi Cal Reimb Psych / Materials Test Kits Protocols
F22R0634	DAISY IT	135.94	135.94	0152757789 4350	Administrative Assistant DC / Materials and Supplies
F22R0635	HOWELL, GLENDA	134.68	134.68	0111626101 4310	Donations Instr Rolling Hills / Materials and Supplies Instr
F22R0636	RENAISSANCE LEARNING INC	3,981.25	3,981.25	0100000000 9330	Unrestricted / Prepaid Expenditures
F22R0637	PEARSON ASSESSMENT INC	9,114.00	9,114.00	0111555103 4310	Gifted and Talented Education / Materials and Supplies
F22R0638	ORANGE CNTY DEPARTMENT OF EDUC	1,000.00	334.00	0109717109 5805	Suppl Grant Support Ladera Vis / Consultants
			333.00	0121220101 5805	Title I Nicolas Instruction / Consultants
			333.00	0130423103 5805	SLIP Instruction Parks / Consultants
F22R0639	NASCO WEST INC	66.59	66.59	0141555109 4310	Fine Arts Resource Instr / Materials and Supplies Instr
F22R0640	DAISY IT	193.78	193.78	0152258749 4350	Personnel Commission Discret / Materials and Supplies
F22R0641	RENAISSANCE LEARNING INC	5,115.99	5,115.99	0100000000 9330	Unrestricted / Prepaid Expenditures
F22R0642	DIAZ, STEPHANIE	226.18	226.18	0111920101 4310	Phelps Grant Nicolas / Materials and Supplies Instr

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F22R0643	RIBET ACADEMY	252.00	252.00	0111920101 4310	Phelps Grant Nicolas / Materials and Supplies Instr
F22R0644	VETROVEC, STACY	198.74	198.74	0110220189 4310	Arts Nicolas Jr High / Materials and Supplies Instr
F22R0645	APPLE COMPUTER INC.	7,714.90	7,714.90	0122452101 4310	Title III LEP DC / Materials and Supplies Instr
F22R0646	WALGREENS #1750	2,670.39	1,335.20 1,335.19	0152151749 5875 0152258749 5875	Personnel Serv Certificated DC / Medical Examinations Personnel Commission Discret / Medical Examinations
F22R0647	HENRY SCHEIN INC	300.25	150.13 150.12	0152151749 5875 0152258749 5875	Personnel Serv Certificated DC / Medical Examinations Personnel Commission Discret / Medical Examinations
F22R0648	RENAISSANCE LEARNING INC	2,234.20	2,234.20	0100000000 9330	Unrestricted / Prepaid Expenditures
F22R0649	RENAISSANCE LEARNING INC	2,233.00	2,233.00	0100000000 9330	Unrestricted / Prepaid Expenditures
F22R0650	RENAISSANCE LEARNING INC	2,757.00	2,757.00	0100000000 9330	Unrestricted / Prepaid Expenditures
F22R0651	RENAISSANCE LEARNING INC	4,413.50	4,413.50	0100000000 9330	Unrestricted / Prepaid Expenditures
F22R0652	APPLE COMPUTER INC.	9,720.21	9,720.21	0144255109 4310	Tech Services Donation Instr / Materials and Supplies Instr
F22R0653	STEVE SPANGLER SCIENCE	62.75	62.75	0109555101 4310	Beckman Science Instructional / Materials and Supplies
F22R0654	INSECT LORE PRODUCTS	42.53	42.53	0109555101 4310	Beckman Science Instructional / Materials and Supplies
F22R0655	MYERS, KYLE	500.00	500.00	0111628101 4310	Donations Instr Valencia Park / Materials and Supplies Instr
F22R0656	WEST ED	2,175.00	2,175.00	0135155391 4350	TUPE Coordinator / Materials and Supplies Office
F22R0657	ASCARI, PATRICIA	103.46	103.46	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
F22R0658	ACTION LEARNING SYSTEMS INC	4,000.00	4,000.00	0121922101 5805	LEA Program Instruction Pac Dr / Consultants
F22R0659	GOMEZ, ERIKA	500.00	500.00	0152258749 5885	Personnel Commission Discret / Classified Employees
F22R0660	MELLENDEZ, GUILLERMO	86.00	86.00	0152258749 5885	Personnel Commission Discret / Classified Employees
F22R0661	DARDIS, MARY	142.76	142.76	0152258749 5885	Personnel Commission Discret / Classified Employees
F22R0662	DAISY IT	94.82	94.82	0109755219 4350	Supp Grant Instr Supervision / Materials and Supplies
F22R0663	YORK INSURANCE SERVICES GROUP	9,187.50	9,187.50	6852458741 5899	Workers Comp Admin / Other Expenses
F22R0664	WHISNANT, KAREN	27.88	27.88	0109710109 4310	Suppl Grant Support Acacia / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 05/01/2012

FROM 03/13/2012 TO 04/09/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F22R0665	VETROVEC, STACY	177.57	177.57	0110220189 4310	Arts Nicolas Jr High / Materials and Supplies Instr
F22R0666	BARNETT, DR MATHEW	72.52	72.52	0110220179 4310	Woods Nicolas Jr High / Materials and Supplies Instr
F22R0667	WHISNANT, KAREN	68.06	68.06	0109710109 4310	Suppl Grant Support Acacia / Materials and Supplies Instr
F22R0668	CONTI, JOE	73.54	73.54	0110313109 4310	Reimburse Fern Disc / Materials and Supplies Instr
F22R0669	ROSSI, TERESA	19.78	19.78	0110313109 4310	Reimburse Fern Disc / Materials and Supplies Instr
F22R0670	BARBOZA, BRYAN AND BARBARA	1,500.00	1,500.00	0151454391 5828	Special Services / Special Education Settlements
F22R0671	MAZZA, MARY	64.18	64.18	0109715109 4310	Suppl Grant Support Golden Hil / Materials and Supplies
F22R0672	VANDERLIP, LINDA SUSAN	1,038.75	1,038.75	0109555101 5805	Beckman Science Instructional / Consultants
F22R0673	UYS, MARY	80.00	80.00	0111611101 4310	Donations Instr Beechwood / Materials and Supplies Instr
F22R0674	LOMELI'S ITALIAN RESTAURANT	110.55	110.55	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
F22R0675	CALVO, FRANCISCO	350.00	350.00	0110217149 4310	Vocal Music Ladera Vista / Materials and Supplies Instr
F22S0030	HENRY SCHEIN INC	455.90	455.90	0100000000 9320	Unrestricted / Stores
F22T0032	DIESEL SPECIALISTS INC	620.15	180.10	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			218.60	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
			100.05	0156656369 4360	Transportation Special Ed DC / Materials and Supplies
			121.40	0156656369 5640	Transportation Special Ed DC / Repairs by Vendors
F22T0033	PARKHOUSE TIRE INC	2,185.00	1,976.78	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			208.22	0156656369 4360	Transportation Special Ed DC / Materials and Supplies
F22V0111	APPLE COMPUTER INC.	4,119.52	4,119.52	0111925241 6410	Phelps Grant Richman Media / New Equip Less Than
F22V0112	SCHOOL HEALTH CORPORATION	529.44	27.44	0109721109 6410	Suppl Grant Support Orangethrp / New Equip Less Than
			502.00	0110221109 6410	Instruction Orangethorpe DC / New Equip Less Than
F22V0113	PRENTKE ROMICH COMPANY	7,986.32	145.46	0142054201 4350	Special Ed Administration / Materials and Supplies Office
			7,840.86	0142054201 6410	Special Ed Administration / New Equip Less Than \$10,000
F22V0114	CERAMICS AND CRAFTS WAREHOUSE	1,295.09	86.19	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
			1,208.90	0111627101 6410	After School Program Sunset Ln / New Equip Less Than
F22V0115	APPLE COMPUTER INC.	39,893.70	7,800.00	0122430101 6410	Title III Limited Engl Fisler / New Equip Less Than

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 05/01/2012

FROM 03/13/2012 TO 04/09/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F22V0115	*** CONTINUED ***				
			426.00	0130230101 4310	Economic Impact Aid Fisler / Materials and Supplies Instr
			27,502.58	0130230101 6410	Economic Impact Aid Fisler / New Equip Less Than
			2,165.12	0130430103 6410	SLIP Instruction Fisler / New Equip Less Than \$10,000
			2,000.00	0144230109 6410	Technology Donations Fisler / New Equip Less Than
F22V0116	COMMUNITY PLAYTHINGS	1,923.34	210.11	1208510101 4310	Childcare Instr Acacia / Materials and Supplies Instr
			1,713.23	1208510101 6410	Childcare Instr Acacia / New Equip Less Than \$10,000
F22V0117	APPLE COMPUTER INC.	1,849.92	1,849.92	0142054201 6450	Special Ed Administration / Repl Equip Less Than \$10,000
F22V0118	MEDICAL RESOURCES	1,690.06	1,690.06	0125554341 6450	LEA Medi Cal Reimb Health Svcs / Repl Equip Less Than
F22V0119	TROXELL COMMUNICATIONS	16,379.08	7,279.59	0122425241 6410	Title III Ltd Engl Media Richm / New Equip Less Than
			9,099.49	0130225241 6410	Econ Impact Aid Media Richman / New Equip Less Than
F22V0121	APPLE COMPUTER INC.	25,716.28	25,716.28	0109418102 6410	School Foundation Instr Laguna / New Equip Less Than
F22V0122	APPLE COMPUTER INC.	3,605.76	2,106.84	0121220101 6410	Title I Nicolas Instruction / New Equip Less Than \$10,000
			1,498.92	0144255109 6410	Tech Services Donation Instr / New Equip Less Than
F22V0123	TMS3LABS	2,380.00	2,380.00	0140955259 6410	Information Systems ServicesDC / New Equip Less Than
F22V0124	APPLE COMPUTER INC.	651.42	651.42	0141655101 6410	Fine Arts Donations Instr / New Equip Less Than \$10,000
F22X0387	ACTIVE DATA SOLUTIONS LLC	10,000.00	10,000.00	0144157259 4363	Laptop Program Inform System / Materials and Supplies
F22X0388	SCHOLASTIC BOOK FAIRS	1,616.25	1,616.25	0111625101 4310	Richman Donation Discretionary / Materials and Supplies
F22X0389	CM SCHOOL SUPPLY COMPANY	1,000.00	1,000.00	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
F22X0390	COSTCO WHOLESALE	75.00	75.00	0150954101 4310	Oral Health Assessment Program / Materials and Supplies
F22X0392	DEELITE DISTRIBUTION	1,200.00	1,200.00	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
F22X0393	CSU FULLERTON AUXILIARY SVCS C	61,829.51	61,829.51	0135532223 5805	BTSA Staff Dev CSUF Foundation / Consultants
F22X0394	BELLFLOWER MUSIC CENTER	250.00	250.00	0130219101 4310	Economic Impact Aid Maple / Materials and Supplies Instr
F22X0395	PORRAS, DR NANCY	2,400.00	2,400.00	0130212101 5805	Econ Impact Aid Commonwealth / Consultants
F22X0396	PARKER AND COVERT LLP	15,000.00	5,000.00	0153750799 5825	Business Administration DC / Legal Assistance
			10,000.00	2567250859 5825	Facilities Growth Dev Fees / Legal Assistance

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 05/01/2012

FROM 03/13/2012 TO 04/09/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F22X0397	BUENA PARK SCHOOL DISTRICT	3,500.00	3,500.00	0135531223 5805	BTSA Staff Dev Buena Park SD / Consultants
F22X0398	LA HABRA CITY SCHOOL DISTRICT	5,000.00	5,000.00	0135538223 5805	BTSA Staff Dev La Habra CitySD / Consultants
F22X0399	PARKER AND COVERT LLP	7,000.00	7,000.00	0152657719 5825	Superintendent Discret / Legal Assistance
F22X0400	CHIDESTER AND ASSOCIATES, MAR	3,000.00	3,000.00	0152657719 5825	Superintendent Discret / Legal Assistance
F22Y0044	DIESEL EXHAUST AND EMISSIONS	700.00	608.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
			92.00	0156656369 5640	Transportation Special Ed DC / Repairs by Vendors
	Fund 01 Total:	397,617.10			
	Fund 12 Total:	8,320.81			
	Fund 14 Total:	11,997.46			
	Fund 21 Total:	7,500.00			
	Fund 25 Total:	10,000.00			
	Fund 68 Total:	9,187.50			
	Total Amount of Purchase Orders:	444,622.87			

Addendum to:

Purchase Order Detail Report
Board of Trustees Meeting 05/01/2012

The purchase order referenced below did not appear on the Purchase Order detail report. It was canceled before it was printed.

<u>PO Number</u>	<u>Vendor</u>	<u>PO Total</u>	<u>Account Amount</u>	<u>Account Number</u>	<u>Pseudo/Object Description</u>
F22X0391	Lakeshore Learning		600.00	0134352103 4310	Community Based Engl Tutor Inst
		600.00			

Fund 01 Total: 600.00
Total Amount of Purchase Orders: 600.00

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES **05/01/2012**

FROM 03/13/2012 TO 04/09/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F22D0673	ORIENTAL TRADING COMPANY	53.09	+9.99	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
F22R0524	CDW.G	105.58	+9.93	0111618101 4310	Donations Instr Laguna Rd / Materials and Supplies Instr
F22R0569	PHONAK HEARING SYSTEMS	86.28	+8.39	0124754101 4310	Low Incidence Materials / Materials and Supplies Instr
F22V0101	LIGHTSPEED TECHNOLOGIES INC	1,960.33	-954.67	0124454101 6410	Special Ed IDEA Low Incidence / New Equip Less Than
F22X0018	SOUTHWEST SCHOOL SUPPLY	12,000.00	+1,000.00	0130423103 4310	SLIP Instruction Parks / Materials and Supplies Instr
F22X0019	SOUTHWEST SCHOOL SUPPLY	8,500.00	+3,000.00	0130226101 4310	Econ Impact Aid Rolling Hills / Materials and Supplies Instr
F22X0021	SOUTHWEST SCHOOL SUPPLY	7,591.00	+1,400.00	0110110109 4310	CSR Option II Program Acacia / Materials and Supplies Instr
			+391.00	0110210109 4310	Instruction Acacia DC / Materials and Supplies Instr
F22X0023	SOUTHWEST SCHOOL SUPPLY	1,800.00	-300.00	0111613101 4310	Donations Instruction Fern / Materials and Supplies Instr
F22X0024	SOUTHWEST SCHOOL SUPPLY	11,500.00	+2,000.00	0130415103 4310	SLIP Instruction Golden Hill / Materials and Supplies Instr
F22X0026	SOUTHWEST SCHOOL SUPPLY	11,600.00	+3,000.00	0130219101 4310	Economic Impact Aid Maple / Materials and Supplies Instr
F22X0029	SOUTHWEST SCHOOL SUPPLY	10,000.00	+2,000.00	0130427103 4310	SLIP Instruction Sunset Lane / Materials and Supplies Instr
F22X0030	SOUTHWEST SCHOOL SUPPLY	9,000.00	+2,000.00	0130216101 4310	Econ Impact Aid Hermosa Drive / Materials and Supplies
F22X0033	SOUTHWEST SCHOOL SUPPLY	14,000.00	+1,000.00	0130411103 4310	SLIP Instruction Beechwood / Materials and Supplies Instr
F22X0034	SOUTHWEST SCHOOL SUPPLY	15,250.00	+1,250.00	0110218109 4310	Instruction Laguna Road DC / Materials and Supplies Instr
F22X0035	SOUTHWEST SCHOOL SUPPLY	27,500.00	+3,000.00	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
F22X0048	BLUE RAVEN TECHNOLOGY INC	50,172.38	-21,827.62	0144157259 4363	Laptop Program Inform System / Materials and Supplies
F22X0049	OCCUPATIONAL HEALTH CENTERS OF	11,000.00	+3,500.00	0152258749 5875	Personnel Commission Discret / Medical Examinations
F22X0067	STATE OF CALIFORNIA	7,300.00	+2,300.00	0152151749 5880	Personnel Serv Certificated DC / Fingerprinting
F22X0085	STATER BROS	450.00	+150.00	0110220159 4310	Foods Nicolas Jr High / Materials and Supplies Instr
F22X0086	STATER BROS	450.00	+150.00	0110220159 4310	Foods Nicolas Jr High / Materials and Supplies Instr
F22X0087	SMART AND FINAL STORES CORPORA	2,000.00	+1,000.00	0110220159 4310	Foods Nicolas Jr High / Materials and Supplies Instr
F22X0091	COSTCO WHOLESALE	1,575.00	+275.00	0110320109 4310	Reimburse Nicolas Disc / Materials and Supplies Instr
F22X0128	CM SCHOOL SUPPLY COMPANY	750.00	+250.00	0121219101 4310	Title I Maple Instruction / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES **05/01/2012**

FROM 03/13/2012 TO 04/09/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F22X0130	STAPLES 025724519	1,500.00	+500.00	0110225109 4310	Instruction Richman DC / Materials and Supplies Instr
F22X0197	AT&T MOBILITY	1,564.00	+364.00	0140321829 5900	Orangethorpe Sch Adm Utilities / Communications
F22X0201	SOUTHWEST SCHOOL SUPPLY	450.00	+130.00	0150655359 4350	STAR Testing Prog (Mandate) DC / Materials and Supplies
			+70.00	0150855359 4350	Distr Testing (Non Mandate) DC / Materials and Supplies
F22X0219	SOUTHWEST SCHOOL SUPPLY	5,600.00	+1,600.00	0141555109 4310	Fine Arts Resource Instr / Materials and Supplies Instr
F22X0226	SMART AND FINAL STORES CORPORA	2,200.00	+700.00	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
F22X0255	COLLINS, ARIAS	20,000.00	+1,250.00	0141555109 5805	Fine Arts Resource Instr / Consultants
F22X0256	ROMERO, ASHLEY	17,250.00	+2,300.00	0141555109 5805	Fine Arts Resource Instr / Consultants
F22X0257	WADE, BRANDON EDDY	15,000.00	+2,500.00	0141555109 5805	Fine Arts Resource Instr / Consultants
F22X0258	KOHL, BRIAN	16,250.00	+2,500.00	0141555109 5805	Fine Arts Resource Instr / Consultants
F22X0259	GREEN, BRYAN	22,500.00	+3,000.00	0141555109 5805	Fine Arts Resource Instr / Consultants
F22X0260	RYANEN, CYNTHIA	11,500.00	+2,300.00	0141555109 5805	Fine Arts Resource Instr / Consultants
F22X0262	JONES, DALE	12,500.00	+2,500.00	0141555109 5805	Fine Arts Resource Instr / Consultants
F22X0265	ADAMSON, GREG	22,500.00	+3,000.00	0141555109 5805	Fine Arts Resource Instr / Consultants
F22X0268	KAMALU, JOYLANI ROSEANN	19,550.00	+2,300.00	0141555109 5805	Fine Arts Resource Instr / Consultants
F22X0269	AYEH, KATHY	8,750.00	+1,250.00	0141555109 5805	Fine Arts Resource Instr / Consultants
F22X0270	PATTEN, KIMBERLY ANN	10,000.00	+2,500.00	0141555109 5805	Fine Arts Resource Instr / Consultants
F22X0271	DYKES, KYLE	18,750.00	+3,750.00	0141555109 5805	Fine Arts Resource Instr / Consultants
F22X0272	PRUITT, LINDA	10,000.00	+2,500.00	0141555109 5805	Fine Arts Resource Instr / Consultants
F22X0278	SOULY, WILFRIED G.	13,750.00	+2,500.00	0141555109 5805	Fine Arts Resource Instr / Consultants
F22X0279	ORR, THERESA	18,700.00	+2,200.00	0141555109 5805	Fine Arts Resource Instr / Consultants
F22X0315	SOUTHWEST SCHOOL SUPPLY	1,300.00	+1,000.00	0111555213 4350	Gifted Talented Ed Supervision / Materials and Supplies Offi
F22X0335	STATER BROS	350.00	+100.00	0130420103 4310	SLIP Instruction Nicolas / Materials and Supplies Instr
F22X0367	ANGELI, CHRISTINE	6,000.00	+1,500.00	0141555109 5805	Fine Arts Resource Instr / Consultants

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES **05/01/2012**

FROM 03/13/2012 TO 04/09/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F22X0374	COSTCO WHOLESALE	150.00	-150.00	0150655359 4350	STAR Testing Prog (Mandate) DC / Materials and Supplies
F22Y0011	FULLERTON DIESEL ELECTRIC	2,600.00	+300.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			+300.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies Other
F22Y0012	GARY'S RADIATOR SERVICE	4,100.00	+300.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			+700.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies Other
F22Y0023	ARAMARK UNIFORM SERVICE	3,600.00	+300.00	0156556369 5800	Home to Sch Transportation DC / Other Contracted Services
			+300.00	0156656369 5800	Transportation Special Ed DC / Other Contracted Services
F22Y0025	PACIFIC INDUSTRIAL WATER SYSTE	1,600.00	+200.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			+200.00	0156656369 4360	Transportation Special Ed DC / Materials and Supplies Other
F22Z0006	CARSON SUPPLY COMPANY INC	5,000.00	+1,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
F22Z0010	CONSOLIDATED ELECTRICAL	2,800.00	-12,200.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
F22Z0011	EBERHARD EQUIPMENT	2,000.00	+1,000.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
F22Z0013	EWING IRRIGATION PRODUCTS	5,500.00	+1,500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
F22Z0017	FULLERTON PAINT AND FLOORING	1,500.00	-500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
F22Z0023	HICKS TURF EQUIPMENT COMPANY,	1,500.00	+500.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
F22Z0034	LOWES HIW INC	850.00	-650.00	0154253829 4363	Custodial Discretionary / Materials and Supplies Repairs
F22Z0043	PIONEER CHEMICAL COMPANY	25,675.00	-4,325.00	0154253829 4363	Custodial Discretionary / Materials and Supplies Repairs
F22Z0044	PLUMBING AND INDUSTRIAL SUPPLY	23,000.00	+3,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
F22Z0050	SIGLER WHOLESALE DISTRIBUTORS	9,000.00	+2,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
F22Z0058	VISTA PAINT	14,500.00	+1,500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
F22Z0066	GORM INC	8,200.00	+2,000.00	0154230829 4360	Custodial Discretionary / Materials and Supplies Other
F22Z0068	GORM INC	6,200.00	+1,500.00	0154216829 4360	Custodial Discretionary / Materials and Supplies Other
F22Z0069	GORM INC	11,000.00	+4,000.00	0154217829 4360	Custodial Discretionary / Materials and Supplies Other
F22Z0070	GORM INC	6,700.00	+1,800.00	0154218829 4360	Custodial Discretionary / Materials and Supplies Other

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES **05/01/2012**

FROM 03/13/2012 TO 04/09/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F22Z0071	GORM INC	6,700.00	+1,800.00	0154219829 4360	Custodial Discretionary / Materials and Supplies Other
F22Z0072	GORM INC	9,100.00	+3,000.00	0154220829 4360	Custodial Discretionary / Materials and Supplies Other
F22Z0073	GORM INC	10,200.00	+3,000.00	0154221829 4360	Custodial Discretionary / Materials and Supplies Other
F22Z0074	GORM INC	10,500.00	+2,500.00	0154222829 4360	Custodial Discretionary / Materials and Supplies Other
F22Z0076	GORM INC	7,100.00	+2,400.00	0154224829 4360	Custodial Discretionary / Materials and Supplies Other
F22Z0077	GORM INC	10,600.00	+3,000.00	0154225829 4360	Custodial Discretionary / Materials and Supplies Other
F22Z0079	GORM INC	8,600.00	+2,000.00	0154227829 4360	Custodial Discretionary / Materials and Supplies Other
F22Z0080	GORM INC	11,800.00	+4,000.00	0154228829 4360	Custodial Discretionary / Materials and Supplies Other
F22Z0081	GORM INC	9,900.00	+3,600.00	0154229829 4360	Custodial Discretionary / Materials and Supplies Other
Fund 01 Total:			76,801.02		
Total Amount of Change Orders:			76,801.02		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

05/01/2012

FROM 03/13/2012 TO 04/09/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F22M0127	ORTIZ TRACTOR SERVICE	4,300.00	4,300.00	1453322859 5640	Deferred Maint Fac Pacific Dr / Repairs by Vendors
F22M0130	PLUMBING AND INDUSTRIAL SUPPLY	781.19	781.19	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
F22V0120	TROXELL COMMUNICATIONS	10,919.39	5,492.03 1,830.67 3,596.69	0109211109 6410 0109411102 6410 0110211109 6410	Sch Theme Resrch Instr Beechwd / New Equip Less Than Foundation Instr Beechwood / New Equip Less Than Instruction Beechwd DC / New Equip Less Than \$10,000
F22X0266	SZABO, ISTVAN ZOLTAN	4,500.00	4,500.00	0141555109 5805	Fine Arts Resource Instr / Consultants
	Fund 01 Total:	16,200.58			
	Fund 14 Total:	4,300.00			
	Total Amount of Purchase Orders:	20,500.58			

CONSENT ITEM

DATE: May 1, 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 140885 THROUGH 140954 AND COMMODITY PURCHASE
ORDER NUMBERED 140001-OSP FOR THE 2011/2012 SCHOOL YEAR**

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated March 13, 2012 through April 9, 2012, contains purchase orders numbered 140885 through 140954 and commodity purchase order numbered 140001-OSP for the 2011/2012 school year totaling \$514,240.59. Purchase orders numbered 140898 and 140911 were 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 140885 through 140954 and commodity purchase order numbered 140001-OSP for the 2011/2012 school year.

SH:AC:dlh
Attachment

Schedule of Open / Out of Date Sequence/ Processed Food
Commodity
Purchase Order Report
03-13-12 through 04-09-12

Date	Vendor	PO Number	Category	Amount
Open Purchase Orders				
Amount Not To Exceed				
NONE				
Out of Date Sequence P.O.'s				
NONE				
Processed Food & Commodity P.O.'s				
3/23/2012	ASR Food Distributors, Inc.	140001-OSP	Food	25.00
Total OPEN Purchase Orders				\$ -
Total Purchase Orders Out of Date Sequence				-
Total Processed Food & Commodity P.O.'s				25.00
Total Purchase Orders from Purchase Order Detail Report				514,215.59
TOTAL PURCHASE ORDERS				\$ 514,240.59

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 3/13/2012 and 4/9/2012

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
A & R Distributors	140904	3/23/2012	4/4/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
9	case	3205	Brkfst Bar, Oatml Raisin, Quaker Oats 125ct	\$24.0000	\$216.00		
14	case	8016	Munchie Kid's Mix, Quaker #80340 104/.88 oz.	\$23.8100	\$333.34		
5	cs	7023	Crackers, Graham Scooby Doo, Keebler #2523 175/1oz	\$47.2400	\$236.20		
32	case	8207	Sunflwr Seeds,Lightly Salted Dakota 150's	\$23.4200	\$749.44		
						Sales Tax:	\$0.00
						P.O. Total:	\$1,534.98
A & R Distributors	140916	3/26/2012	4/4/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
50	case	7225	Cinnamon Roll, Whl Wht,Good Earth#70145 IW 36/cs	\$13.7900	\$689.50		
						Sales Tax:	\$0.00
						P.O. Total:	\$689.50
A & R Distributors	140926	3/30/2012	4/11/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
10	case	11077	Juicc, Apple Langers 24/16oz./case	\$8.6800	\$86.80		
						Sales Tax:	\$0.00
						P.O. Total:	\$86.80
A & R Distributors	140947	3/30/2012	4/18/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
80	case	7555	Cookie,ChocChip, Red Fat IW, BV#70660 90/2oz.	\$27.0700	\$2,165.60		
						Sales Tax:	\$0.00
						P.O. Total:	\$2,165.60
						Vendor Total:	\$4,476.88
							^
CDW Government	140954	4/5/2012	4/5/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	ea	1826449	ACAD MS SEL WIN SRV STD 2008 R2	\$84.2800	\$84.28		
						Sales Tax:	\$0.00
						P.O. Total:	\$84.28
						Vendor Total:	\$84.28
							^
Fullerton School District	140918	3/28/2012	6/30/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	ea	1	Indirect Cost SY 2011-2012	132,003.0000	\$132,003.00		
						Sales Tax:	\$0.00
						P.O. Total:	\$132,003.00
Fullerton School District	140920	3/30/2012	4/30/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	ea	1	Estimated 9B Payroll	210,000.0000	\$210,000.00		
1	ea	1	Estimated District Expenses	\$20,000.0000	\$20,000.00		
						Sales Tax:	\$0.00
						P.O. Total:	\$230,000.00

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 3/13/2012 and 4/9/2012

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
						Vendor Total:	\$362,003.00
							^
Gold Star Foods Inc.	140888	3/13/2012	4/6/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
29	case	56012	Turkey Burger, GS#401985, JennieO#6134 200/2.2oz		\$124.5300	\$3,611.37	
						Sales Tax:	\$0.00
						P.O. Total:	\$3,611.37
Gold Star Foods Inc.	140900	3/20/2012	3/23/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	case	35104	Beef, Roast Sliced Charlies #856577 6/2#/case		\$59.9700	\$59.97	
						Sales Tax:	\$0.00
						P.O. Total:	\$59.97
Gold Star Foods Inc.	140901	3/21/2012	3/30/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
40	case	57055	Beef Chsburger, 60/csPierre(Sand.JrHi), GS#401358		\$34.1900	\$1,367.60	
7	cs	55062	Chicken Burger,Tyson Smkd 174/2.8oz/cs, GS#401598		\$45.8400	\$320.88	
8	case	58107	Biscuit Pork Sausg. Sand IW Pierre 100/cs,#401360		\$36.3900	\$291.12	
						Sales Tax:	\$0.00
						P.O. Total:	\$1,979.60
Gold Star Foods Inc.	140915	3/26/2012	4/6/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
27	case	30325	Bread Stick Bosco 7" w/mozz,108/cs, GS#400210		\$40.9400	\$1,105.38	
						Sales Tax:	\$0.00
						P.O. Total:	\$1,105.38
Gold Star Foods Inc.	140927	3/30/2012	4/6/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
3	case	55061	Chicken Fajita, Tyson Bulk-277/2.3, GS#401586		\$63.4000	\$190.20	
						Sales Tax:	\$0.00
						P.O. Total:	\$190.20
Gold Star Foods Inc.	140952	4/4/2012	4/27/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
6	case	55108	Egg & Chse Wrap SunFrsh, IW 75/3.1oz., GS#401560		\$37.1800	\$223.08	
8	case	55106	Frn Tst Cinn Glzd SunFrsh,IW 100/3.25oz.,GS#401546		\$52.0800	\$416.64	
5	case	55110	Egg Tac-Go,Sausage&Chse w/Trky, IW 96/3.2, #401562		\$59.5600	\$297.80	
10	case	55001	Chicken, Sausage Biscuit Tyson #18186 100/3.36oz.		\$56.8100	\$568.10	
16	case	59601	Burrito, Chorizo,Egg&Chs ArizonaGold 54/3.2#110644		\$34.0400	\$544.64	
						Sales Tax:	\$0.00
						P.O. Total:	\$2,050.26
Gold Star Foods Inc.	140953	4/4/2012	5/4/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
10	case	59703	Pancakes Blueberry WG GS#113405 Max IW 80/3oz		\$37.8200	\$378.20	
3	cs	3207	Bar, Benefit Apple Cinnamon,48/2oz. GS#113234		\$20.7700	\$62.31	
1	case	55102	Omelet Skillet w/Colby Chse GS#401555 IW 210/cs SF		\$77.5000	\$77.50	
1	case	3401	Apple Frudel, Pillsbury, IW 72/2.29oz., GS#112999		\$40.6400	\$40.64	
4	case	55111	Snrs Stick , Integrated 100/2.35oz., GS#401752		\$43.6500	\$174.60	
8	cs	3208	Bar, Benefit Banana Chocolate,48/2oz., GS#113235		\$20.7700	\$166.16	
						Sales Tax:	\$0.00
						P.O. Total:	\$899.41

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 3/13/2012 and 4/9/2012

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Vendor Total:							\$9,896.19 ^
P & R Paper Supply Company, Inc.	140887	3/13/2012	3/27/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
12	case	84306	Cup, #DRT-16CT 16oz Clear Soft 20/50/case	\$72.0000	\$864.00		
Sales Tax:							\$0.00
P.O. Total:							\$864.00
P & R Paper Supply Company, Inc.	140891	3/15/2012	3/20/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
10	case	86214	Tray, Ovenable 6.5x5 PRW-PCS5613 540/cs	\$39.4500	\$394.50		
6	case	82203	Spoon, Wh Plas Med Wt National 406014 1000/cs	\$5.3000	\$31.80		
Sales Tax:							\$0.00
P.O. Total:							\$426.30
P & R Paper Supply Company, Inc.	140902	3/21/2012	4/3/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
12	case	85009	Bowl, Clear 24-oz DART-C24B 252/case	\$36.9000	\$442.80		
12	case	84808	Lid, Dome Clear Dart - C64PDL 252/case	\$40.9500	\$491.40		
6	Box	81103	Cover *Rack Bun Pan 52x80 Food Handler SB520 50/RL	\$10.5500	\$63.30		
10	bundle	81021	Bag, brown lunch #6 WPK-6LB Duro 4/500/case	\$6.9500	\$69.50		
Sales Tax:							\$4.91
P.O. Total:							\$1,071.91
P & R Paper Supply Company, Inc.	140917	3/26/2012	4/3/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
2	case	85001	Bowl, 5 oz Foam Dart #DRT-5B20 20/50/case	\$21.3500	\$42.70		
Sales Tax:							\$0.00
P.O. Total:							\$42.70
Vendor Total:							\$2,404.91 ^
ASR Food Distributors, Inc.	140885	3/13/2012	3/30/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
112	case	11121	Juice, Apple Apple & Eve #84526TPF 36/6.75oz	\$9.7200	\$1,088.64		
112	case	11122	Juice, Very Berry Apple&Eve #84527TPF 36/6.75oz	\$9.7200	\$1,088.64		
112	case	11123	Juice, Orange Tangerne Apple&Eve#84523TPF 36/6.75oz	\$9.7200	\$1,088.64		
Sales Tax:							\$0.00
P.O. Total:							\$3,265.92
ASR Food Distributors, Inc.	140894	3/16/2012	3/19/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
15	lb	999213	Lettuce, Shredded 5#/bag #30823	\$0.6200	\$9.30		
5	cs	999144	Apple, Fuji 163ct 40#/cs #10023	\$23.5000	\$117.50		
6	case	999042	Orange, 113ct 40#/cs #11125	\$16.5000	\$99.00		
1	bag	999215	Spinach, wash/clean 2.5#/pkg #31396	\$5.4800	\$5.48		
2	case	999028	Tomato, Cherry 12bkt/lug #21890	\$1.5000	\$3.00		
5	lb	999208	Carrot Coin, 5#/bag #30340	\$0.9700	\$4.85		
35	lb	999240	Jicama Sticks, 5#/bag #30788	\$1.8500	\$64.75		
10	lb	999216	Salad Mix, 4-way 5#/bag #31284	\$0.6500	\$6.50		
5	lb	999203	Broccoli Florets 5#/bag #30159	\$2.0500	\$10.25		
5	lb	999265	Stir Fry Vegetables LB #31419	\$1.5500	\$7.75		
1	case	999266	Broccoli/Baby Carrots Bag 50/2oz CS	\$31.1000	\$31.10		

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 3/13/2012 and 4/9/2012

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
ASR Food Distributors, Inc.	140894	3/16/2012	3/19/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
15	case	999224	Celery sticks, 150ct 3/8c pkgs CS #31450	\$24.5000	\$367.50	
2	case	999130	Banana, Petite green tip 40#/cs #11710	\$19.9500	\$39.90	
					Sales Tax:	\$0.00
					P.O. Total:	\$766.88
ASR Food Distributors, Inc.	140895	3/16/2012	3/20/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
5	lb	999213	Lettuce, Shredded 5#/bag #30823	\$0.6200	\$3.10	
2	case	999133	Apple, Fuji 138ct 40#/cs #10045	\$19.3200	\$38.64	
9	case	999130	Banana, Petite green tip 40#/cs #11710	\$19.9500	\$179.55	
9	case	999042	Orange, 113ct 40#/cs #11125	\$16.5000	\$148.50	
10	case	999084	Pears, D'Anjou #11378, 165 count CS	\$19.5000	\$195.00	
3	each	999059	Pepper, Bell Red 15#/cs #20316	\$0.4900	\$1.47	
3	each	999006	Cucumber, ea 26#/cs #20631	\$0.2900	\$0.87	
2	case	999028	Tomato, Cherry 12bkt/lug #21890	\$1.5000	\$3.00	
5	lb	999208	Carrot Coin, 5#/bag #30340	\$0.9700	\$4.85	
10	lb	999210	Celery Sticks 3" LB #30553	\$1.1000	\$11.00	
10	lb	999216	Salad Mix, 4-way 5#/bag #31284	\$0.6500	\$6.50	
6	case	999051	Carrots, Baby 1/4C 200/1.3oz CS #31432	\$22.2500	\$133.50	
10	case	999091	Tangelo, Minneola 150ct CS #11609	\$19.0000	\$190.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$915.98
ASR Food Distributors, Inc.	140896	3/16/2012	3/21/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10	lb	999213	Lettuce, Shredded 5#/bag #30823	\$0.6200	\$6.20	
1	ea	999118	Cantaloupe, 12-15ea/cs 1ea/2# #10900	\$1.1500	\$1.15	
1	case	999038	Grape, Red 20#/cs #10629	\$0.9400	\$0.94	
1	case	999067	Grape, Green 20#/cs #10630	\$1.1400	\$1.14	
1	each	999099	Honeydew melon 5ea/cs 1ea/4# #10944	\$3.6800	\$3.68	
15	case	999085	Pears, D'Anjou #11337 135sz. CS	\$29.2500	\$438.75	
1	each	999070	Pineapple, 6-7EA/cs 3.5#ea #11428	\$1.6400	\$1.64	
10	lb	999208	Carrot Coin, 5#/bag #30340	\$0.9700	\$9.70	
45	lb	999117	Fajita Mix 5#/bag #31598	\$1.4500	\$65.25	
10	lb	999216	Salad Mix, 4-way 5#/bag #31284	\$0.6500	\$6.50	
					Sales Tax:	\$0.00
					P.O. Total:	\$534.95
ASR Food Distributors, Inc.	140897	3/16/2012	3/22/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
5	lb	999213	Lettuce, Shredded 5#/bag #30823	\$0.6200	\$3.10	
4	case	999085	Pears, D'Anjou #11337 135sz. CS	\$29.2500	\$117.00	
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	
20	lb	999216	Salad Mix, 4-way 5#/bag #31284	\$0.6500	\$13.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$151.20
ASR Food Distributors, Inc.	140898	3/16/2012	3/23/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10	lb	999213	Lettuce, Shredded 5#/bag #30823	\$0.0000	\$0.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$0.00

VOIDED

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 3/13/2012 and 4/9/2012

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers	
ASR Food Distributors, Inc.	140899	3/20/2012	4/6/2012				<input type="checkbox"/>	
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost			
42	case	56040	Enchilada, Red Fat Pork #ENPKCR 48/7.25oz	\$31.9800	\$1,343.16			
							Sales Tax:	\$0.00
							P.O. Total:	\$1,343.16
ASR Food Distributors, Inc.	140905	3/23/2012	3/26/2012				<input type="checkbox"/>	
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost			
10	lb	999213	Lettuce, Shredded 5#/bag #30823	\$0.6200	\$6.20			
2	case	999133	Apple, Fuji 138ct 40#/cs #10045	\$19.3200	\$38.64			
5	cs	999144	Apple, Fuji 163ct 40#/cs #10023	\$23.5000	\$117.50			
2	case	999130	Banana, Petite green tip 40#/cs #11710	\$19.9500	\$39.90			
2	case	999085	Pears, D'Anjou #11337 135sz. CS	\$29.2500	\$58.50			
37	case	999091	Tangelo, Minneola 150ct CS #11609	\$19.0000	\$703.00			
4	each	999059	Pepper, Bell Red 15#/cs #20316	\$0.6100	\$2.44			
1	each	999120	Lettuce, Greenleaf Wrpd 12ea/cs #20878	\$0.7900	\$0.79			
5	lb	999265	Stir Fry Vegetables LB #31419	\$1.5500	\$7.75			
5	lb	999216	Salad Mix, 4-way 5#/bag #31284	\$0.6500	\$3.25			
5	lb	999203	Broccoli Florets 5#/bag #30159	\$2.0500	\$10.25			
5	lb	999208	Carrot Coin, 5#/bag #30340	\$0.9700	\$4.85			
30	lb	999240	Jicama Sticks, 5#/bag #30788	\$1.8500	\$55.50			
2	case	999266	Broccoli/Baby Carrots Bag 50/2oz CS	\$31.1000	\$62.20			
15	case	999224	Celery sticks, 150ct 3/8c pkgs CS #31450	\$24.5000	\$367.50			
							Sales Tax:	\$0.00
							P.O. Total:	\$1,478.27
ASR Food Distributors, Inc.	140906	3/23/2012	3/27/2012				<input type="checkbox"/>	
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost			
5	lb	999213	Lettuce, Shredded 5#/bag #30823	\$0.6200	\$3.10			
2	case	999028	Tomato, Cherry 12bkt/lug #21890	\$1.5000	\$3.00			
10	lb	999203	Broccoli Florets 5#/bag #30159	\$2.0500	\$20.50			
10	lb	999208	Carrot Coin, 5#/bag #30340	\$0.9700	\$9.70			
10	lb	999210	Celery Sticks 3" LB #30553	\$1.1000	\$11.00			
10	lb	999216	Salad Mix, 4-way 5#/bag #31284	\$0.6500	\$6.50			
25	cs	999144	Apple, Fuji 163ct 40#/cs #10023	\$23.5000	\$587.50			
20	case	999051	Carrots, Baby 1/4C 200/1.3oz CS #31432	\$22.2500	\$445.00			
2	case	999224	Celery sticks, 150ct 3/8c pkgs CS #31450	\$24.5000	\$49.00			
							Sales Tax:	\$0.00
							P.O. Total:	\$1,135.30
ASR Food Distributors, Inc.	140907	3/23/2012	3/28/2012				<input type="checkbox"/>	
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost			
5	lb	999213	Lettuce, Shredded 5#/bag #30823	\$0.6200	\$3.10			
8	case	999085	Pears, D'Anjou #11337 135sz. CS	\$29.2500	\$234.00			
1	case	999047	Strawberry, 12bkt/cs 1#bkt #11541	\$1.5000	\$1.50			
5	case	999091	Tangelo, Minneola 150ct CS #11609	\$19.0000	\$95.00			
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			
5	case	999051	Carrots, Baby 1/4C 200/1.3oz CS #31432	\$22.2500	\$111.25			
							Sales Tax:	\$0.00
							P.O. Total:	\$463.60
ASR Food Distributors, Inc.	140908	3/23/2012	3/29/2012				<input type="checkbox"/>	
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost			
2	case	999028	Tomato, Cherry 12bkt/lug #21890	\$1.5000	\$3.00			
5	lb	999208	Carrot Coin, 5#/bag #30340	\$0.9700	\$4.85			

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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.	140908	3/23/2012	3/29/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10	lb	999216	Salad Mix, 4-way 5#/bag #31284	\$0.6500	\$6.50	
25	case	999085	Pears, D'Anjou #11337 135sz. CS	\$29.2500	\$731.25	
26	case	999266	Broccoli/Baby Carrots Bag 50/2oz CS	\$31.1000	\$808.60	
18	case	999051	Carrots, Baby 1/4C 200/1.3oz CS #31432	\$22.2500	\$400.50	
Sales Tax:						\$0.00
P.O. Total:						\$1,954.70
ASR Food Distributors, Inc.	140909	3/23/2012	3/30/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	case	999085	Pears, D'Anjou #11337 135sz. CS	\$29.2500	\$58.50	
10	case	999091	Tangelo, Minneola 150ct CS #11609	\$19.0000	\$190.00	
5	lb	999208	Carrot Coin, 5#/bag #30340	\$0.9700	\$4.85	
Sales Tax:						\$0.00
P.O. Total:						\$253.35
ASR Food Distributors, Inc.	140911	3/23/2012	3/23/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
0	case	999052	Cucumber, Baby CS	\$0.0000	\$0.00	
Sales Tax:						\$0.00
P.O. Total:						VOIDED \$0.00
ASR Food Distributors, Inc.	140914	3/26/2012	4/6/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
5	case	56031	Burrito,Bn&Chse, Los Cabos#92540WholeGrn IW96/5.75	\$45.6700	\$228.35	
Sales Tax:						\$0.00
P.O. Total:						\$228.35
ASR Food Distributors, Inc.	140921	3/30/2012	4/2/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10	lb	999213	Lettuce, Shredded 5#/bag #30823	\$0.6200	\$6.20	
2	case	999130	Banana, Petite green tip 40#/cs #11710	\$19.9500	\$39.90	
4	each	999059	Pepper, Bell Red 15#/cs #20316	\$0.4900	\$1.96	
3	each	999006	Cucumber, ea 26#/cs #20631	\$0.2500	\$0.75	
1	each	999120	Lettuce, Greenleaf Wrpd 12ea/cs #20878	\$0.7900	\$0.79	
2	case	999028	Tomato, Cherry 12bkt/lug #21890	\$1.5000	\$3.00	
5	lb	999265	Stir Fry Vegetables LB #31419	\$1.5500	\$7.75	
10	lb	999203	Broccoli Florets 5#/bag #30159	\$2.0500	\$20.50	
15	case	999225	Carrot sticks, 3" 5#/bag #30283	\$1.1500	\$17.25	
10	lb	999208	Carrot Coin, 5#/bag #30340	\$0.9700	\$9.70	
35	lb	999240	Jicama Sticks, 5#/bag #30788	\$1.8500	\$64.75	
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	
3	case	999224	Celery sticks, 150ct 3/8c pkgs CS #31450	\$24.5000	\$73.50	
Sales Tax:						\$0.00
P.O. Total:						\$314.75
ASR Food Distributors, Inc.	140922	3/30/2012	4/3/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
5	lb	999213	Lettuce, Shredded 5#/bag #30823	\$0.6200	\$3.10	
1	case	999047	Strawberry, 12bkt/cs 1#bkt #11541	\$1.5000	\$1.50	
6	case	999091	Tangelo, Minneola 150ct CS #11609	\$19.0000	\$114.00	
5	lb	999203	Broccoli Florets 5#/bag #30159	\$2.0500	\$10.25	
10	lb	999208	Carrot Coin, 5#/bag #30340	\$0.9700	\$9.70	
10	lb	999216	Salad Mix, 4-way 5#/bag #31284	\$0.6500	\$6.50	

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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.	140922	3/30/2012	4/3/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
						Sales Tax:	\$0.00
						P.O. Total:	\$145.05
ASR Food Distributors, Inc.	140923	3/30/2012	4/4/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
10	lb	999213	Lettuce, Shredded 5#/bag #30823			\$0.6200	\$6.20
5	case	999086	Apple, Grny.Smith 163ct CS #10135			\$24.7500	\$123.75
5	case	999053	Apple, Red Delicious 163ct 40#/cs #10337			\$23.5000	\$117.50
2	case	999091	Tangelo, Minneola 150ct CS #11609			\$19.0000	\$38.00
10	lb	999216	Salad Mix, 4-way 5#/bag #31284			\$0.6500	\$6.50
2	case	999051	Carrots, Baby 1/4C 200/1.3oz CS #31432			\$22.2500	\$44.50
						Sales Tax:	\$0.00
						P.O. Total:	\$336.45
ASR Food Distributors, Inc.	140924	3/30/2012	4/5/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
7	case	999086	Apple, Grny.Smith 163ct CS #10135			\$24.7500	\$173.25
10	case	999053	Apple, Red Delicious 163ct 40#/cs #10337			\$23.5000	\$235.00
2	case	999133	Apple, Fuji 138ct 40#/cs #10045			\$19.3200	\$38.64
10	case	999225	Carrot sticks, 3" 5#/bag #30283			\$1.1500	\$11.50
10	lb	999216	Salad Mix, 4-way 5#/bag #31284			\$0.6500	\$6.50
1	cs	999282	Apple, Fuji 198ct. CS #10035			\$24.2500	\$24.25
						Sales Tax:	\$0.00
						P.O. Total:	\$489.14
ASR Food Distributors, Inc.	140925	3/30/2012	4/6/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
10	lb	999213	Lettuce, Shredded 5#/bag #30823			\$0.6200	\$6.20
						Sales Tax:	\$0.00
						P.O. Total:	\$6.20
ASR Food Distributors, Inc.	140949	3/30/2012	4/13/2012	4/20/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
18	case	30331	Pancake/sausage stk #270DonLee 36/3oz/cs			\$11.9300	\$214.74
						Sales Tax:	\$0.00
						P.O. Total:	\$214.74
ASR Food Distributors, Inc.	140951	4/4/2012	4/20/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
24	case	56109	Muffin Blueberry #207215W 20th Cent 100/1.5oz/cas			\$25.6000	\$614.40
24	case	56108	Muffin,AppleCinn #207115W 20th Cen. 100/1.5oz/cas			\$25.0900	\$602.16
10	case	56106	Muffin Apple Cinn#217130W 20th Cent 60/3oz/cas			\$25.6700	\$256.70
16	cs	59525	Roll Bear Claw Apple WG #3818130W20thCntry 72/3 oz			\$31.5300	\$504.48
						Sales Tax:	\$0.00
						P.O. Total:	\$1,977.74
						Vendor Total:	\$15,975.73
							^
Hollandia Dairy	140928	3/30/2012	4/1/2012	4/30/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
8000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321			\$0.2057	\$1,645.60
10000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401			\$0.1984	\$1,984.00
2000	ca	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		140928	3/30/2012	4/1/2012	4/30/2012		<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	
						Sales Tax:	\$0.00
						P.O. Total:	\$4,726.60
Hollandia Dairy		140929	3/30/2012	4/1/2012	4/30/2012		<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
8000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321		\$0.2057	\$1,645.60	
10000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401		\$0.1984	\$1,984.00	
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	
						Sales Tax:	\$0.00
						P.O. Total:	\$4,726.60
Hollandia Dairy		140930	3/30/2012	4/1/2012	4/30/2012		<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
8000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321		\$0.2057	\$1,645.60	
10000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401		\$0.1984	\$1,984.00	
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	
						Sales Tax:	\$0.00
						P.O. Total:	\$4,726.60
Hollandia Dairy		140931	3/30/2012	4/1/2012	4/30/2012		<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
8000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321		\$0.2057	\$1,645.60	
10000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401		\$0.1984	\$1,984.00	
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	
						Sales Tax:	\$0.00
						P.O. Total:	\$4,726.60
Hollandia Dairy		140932	3/30/2012	4/1/2012	4/30/2012		<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
8000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321		\$0.2057	\$1,645.60	
10000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401		\$0.1984	\$1,984.00	
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	
						Sales Tax:	\$0.00
						P.O. Total:	\$4,726.60

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Hollandia Dairy		140933	3/30/2012	4/1/2012	4/30/2012		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
8000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2057	\$1,645.60		
10000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.1984	\$1,984.00		
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		
					Sales Tax:	\$0.00	
					P.O. Total:	\$4,726.60	
Hollandia Dairy		140934	3/30/2012	4/1/2012	4/30/2012		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
8000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2057	\$1,645.60		
10000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.1984	\$1,984.00		
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		
					Sales Tax:	\$0.00	
					P.O. Total:	\$4,726.60	
Hollandia Dairy		140935	3/30/2012	4/1/2012	4/30/2012		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
8000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2057	\$1,645.60		
10000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.1984	\$1,984.00		
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		
					Sales Tax:	\$0.00	
					P.O. Total:	\$4,726.60	
Hollandia Dairy		140936	3/30/2012	4/1/2012	4/30/2012		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
8000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2057	\$1,645.60		
10000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.1984	\$1,984.00		
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		
					Sales Tax:	\$0.00	
					P.O. Total:	\$4,726.60	
Hollandia Dairy		140937	3/30/2012	4/1/2012	4/30/2012		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
18000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2057	\$3,702.60		
15000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.1984	\$2,976.00		
3000	ea	997077	Juice, Orange 4oz #3770	\$0.1410	\$423.00		
3000	ea	997022	Juice, Apple 4oz #3771	\$0.1185	\$355.50		
3000	ea	997096	Juice, Appleberry, 4oz #3772	\$0.1295	\$388.50		
3000	ea	997025	Juice, Wildcherry 4oz #3774	\$0.1175	\$352.50		
10	cs	997031	Soy Milk 8th Cont Orig. 8oz. 12/cs #7071	\$8.4000	\$84.00		
					Sales Tax:	\$0.00	
					P.O. Total:	\$4,726.60	

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Hollandia Dairy	140937	3/30/2012	4/1/2012	4/30/2012		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
Sales Tax:						\$0.00
P.O. Total:						\$8,282.10
Hollandia Dairy	140938	3/30/2012	4/1/2012	4/30/2012		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
8000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2057	\$1,645.60	
10000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.1984	\$1,984.00	
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	
Sales Tax:						\$0.00
P.O. Total:						\$4,726.60
Hollandia Dairy	140939	3/30/2012	4/1/2012	4/30/2012		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
8000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2057	\$1,645.60	
10000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.1984	\$1,984.00	
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	
Sales Tax:						\$0.00
P.O. Total:						\$4,726.60
Hollandia Dairy	140940	3/30/2012	4/1/2012	4/30/2012		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
8000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2057	\$1,645.60	
10000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.1984	\$1,984.00	
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	
Sales Tax:						\$0.00
P.O. Total:						\$4,726.60
Hollandia Dairy	140941	3/30/2012	4/1/2012	4/30/2012		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
8000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2057	\$1,645.60	
10000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.1984	\$1,984.00	
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	
Sales Tax:						\$0.00
P.O. Total:						\$4,726.60
Hollandia Dairy	140942	3/30/2012	4/1/2012	4/30/2012		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
20000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2057	\$4,114.00	
10000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.1984	\$1,984.00	

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Hollandia Dairy	140942	3/30/2012	4/1/2012	4/30/2012		<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	
					Sales Tax:	\$0.00
					P.O. Total:	\$7,195.00
Hollandia Dairy	140943	3/30/2012	4/1/2012	4/30/2012		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
8000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2057	\$1,645.60	
10000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.1984	\$1,984.00	
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	
					Sales Tax:	\$0.00
					P.O. Total:	\$4,726.60
Hollandia Dairy	140944	3/30/2012	4/1/2012	4/30/2012		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
8000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2057	\$1,645.60	
10000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.1984	\$1,984.00	
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	
					Sales Tax:	\$0.00
					P.O. Total:	\$4,726.60
Hollandia Dairy	140945	3/30/2012	4/1/2012	4/30/2012		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
8000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2057	\$1,645.60	
10000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.1984	\$1,984.00	
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	
					Sales Tax:	\$0.00
					P.O. Total:	\$4,726.60
Hollandia Dairy	140946	3/30/2012	4/1/2012	4/30/2012		<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
8000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2057	\$1,645.60	
10000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.1984	\$1,984.00	
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	
					Sales Tax:	\$0.00
					P.O. Total:	\$4,726.60

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 3/13/2012 and 4/9/2012

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Hollandia Dairy	140948	3/30/2012	4/1/2012		4/30/2012		<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
8000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321		\$0.2057	\$1,645.60	
10000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401		\$0.1984	\$1,984.00	
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	
						Sales Tax:	\$0.00
						P.O. Total:	\$4,726.60
Hollandia Dairy	140950	3/30/2012	4/1/2012		4/30/2012		<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
5000	each	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321		\$0.2057	\$1,028.50	
5000	each	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401		\$0.1984	\$992.00	
3000	ea	997077	Juice, Orange 4oz #3770		\$0.1410	\$423.00	
3000	ea	997022	Juice, Apple 4oz #3771		\$0.1185	\$355.50	
3000	ea	997096	Juice, Appleberry, 4oz #3772		\$0.1295	\$388.50	
3000	ea	997025	Juice, Wildcherry 4oz #3774		\$0.1175	\$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	
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	
						Sales Tax:	\$0.00
						P.O. Total:	\$8,963.30
						Vendor Total:	\$109,519.20
Petty Cash	140913	3/23/2012	3/23/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	lot	1	Food Expense		\$49.5600	\$49.56	
						Sales Tax:	\$0.00
						P.O. Total:	\$49.56
						Vendor Total:	\$49.56
Commercial Door Co., Inc.	140893	3/16/2012	3/16/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	ea	1	Fix Electric Gate at Nutrition Center		\$242.8900	\$242.89	
						Sales Tax:	\$0.00
						P.O. Total:	\$242.89
Commercial Door Co., Inc.	140919	3/28/2012	3/28/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
1	ea	1	Replace Electric Gate at the Nutrition Center		\$3,096.0000	\$3,096.00	
						Sales Tax:	\$0.00
						P.O. Total:	\$3,096.00

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 3/13/2012 and 4/9/2012

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Vendor Total:							\$3,338.89
							^
U.S. Foodservice, Inc.	140886	3/13/2012	3/21/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
60	case	11047	Water, Bottled Cystal Geyser #449231	32/16.9oz		\$4.2400	\$254.40
						Sales Tax:	\$0.00
						P.O. Total:	\$254.40
U.S. Foodservice, Inc.	140892	3/15/2012	3/28/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
12	dozen	80008	Gloves, Rubber, Goldmax 1062 (Med)	12/12/1ct/cs		\$3.8434	\$46.12
36	case	3001	Cereal, Trix Gen Mills Red Sugar #5491899	96/case		\$22.1900	\$798.84
						Sales Tax:	\$3.57
						P.O. Total:	\$848.53
U.S. Foodservice, Inc.	140903	3/23/2012	4/4/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
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
7	cs	7024	Crackers, Graham Bug Bites, Keebler #0928	175/1oz		\$47.2400	\$330.68
21	cs	8020	Chex, Cheddar Cheese #2967	60/1.2oz.		\$20.2000	\$424.20
						Sales Tax:	\$0.00
						P.O. Total:	\$2,352.56
U.S. Foodservice, Inc.	140910	3/23/2012	3/28/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
4	cs	4341	Dressing, Ranch Light #300050	4/1gal		\$31.1400	\$124.56
						Sales Tax:	\$0.00
						P.O. Total:	\$124.56
Vendor Total:							\$3,580.05
							^
Old Grove Orange, Inc.	140912	3/23/2012	3/23/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
35	case	999052	Cucumber, Baby CS			\$31.0000	\$1,085.00
						Sales Tax:	\$0.00
						P.O. Total:	\$1,085.00
Vendor Total:							\$1,085.00
							^
ASA Computers Inc.	140889	3/14/2012	3/14/2012				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
1	ea	1	Intel Xeon Quad Core Server			\$1,065.9000	\$1,065.90
						Sales Tax:	\$0.00
						P.O. Total:	\$1,065.90
Vendor Total:							\$1,065.90
							^

Purchase Orders - Detail

Fullerton School District

Show all data where the Order Date is between 3/13/2012 and 4/9/2012

Vendor Name		PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
JTM Provisions Co., Inc.		140890	3/14/2012	3/14/2012			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
17	bx	CP5230	Pork Carnitas	\$36.0000	\$612.00		
4	box	5715	Reduced Fat Cheese Sauce	\$31.0000	\$124.00		
Sales Tax:						\$0.00	
P.O. Total:						\$736.00	
Vendor Total:						\$736.00	^

GRAND TOTAL \$ 514,215.59

CONSENT ITEM

DATE: May 1, 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 82594 THROUGH 83009 FOR THE 2011/2012 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 82594 through 83009 for the 2011/2012 school year totaling \$1,984,411.30. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>	<u>Amount</u>
01 General Fund	\$1,832,534.43
12 Child Development	9,203.07
14 Deferred Maintenance	7,150.00
21 Building Fund	8,533.00
25 Capital Facilities	59,828.24
68 Workers' Compensation	66,252.56
81 Property / Liability Insurance	910.00
Total	\$1,984,411.30

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 82594 through 83009 for the 2011/2012 school year.

SH:SM:cr

CONSENT ITEM

DATE: May 1, 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 8908 THROUGH 8925 FOR THE 2011/2012 SCHOOL YEAR

Background: Board approval is requested for Nutrition Services warrants numbered 8908 through 8925 for the 2011/2012 school year. The total amount presented for approval is \$206,273.60.

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 8908 through 8925 for the 2011/2012 school year.

SH:AC:dlh

CONSENT ITEM

DATE: May 1, 2012
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Janet Morey, Assistant Superintendent, Education Services
SUBJECT: APPROVE RETAINER AGREEMENT FOR LEGAL SERVICES WITH ATKINSON, ANDELSON, LOYA, RUUD & ROMO EFFECTIVE MAY 2, 2012 THROUGH JUNE 30, 2014

Background: The District is seeking to use the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO to act as legal counsel for the District. At this time, the administration is requesting Board approval of the contract with the firm effective May 2, 2012 through June 30, 2014.

The hourly rates for partners, associates and paralegals are as follows:

Senior Partners	\$220.00 per hour
Junior Partners/Senior Associates	\$210.00 per hour
Associates	\$200.00 per hour
Paralegals	\$130.00 per hour

Rationale: ATKINSON, ANDELSON, LOYA, RUUD & ROMO will provide legal expertise on a variety of issues including special education and professional development.

Funding: The cost for legal services will be paid from the General Funds of various departments depending on services rendered at the above referenced hourly rates.

Recommendation: Approve retainer agreement for legal services with ATKINSON, ANDELSON, LOYA, RUUD & ROMO effective May 2, 2012 through June 30, 2014.

JM:LR:vr
Attachment

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT," and **Atkinson, Andelson, Loya, Ruud & Romo**, hereinafter referred to as "CONTRACTOR."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by CONTRACTOR: **Provide legal expertise on a variety of issues regarding special education and professional development.**

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on **May 2, 2012** and will diligently perform as required and complete performance by **June 30, 2014**.

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT at the following rates:

- | | |
|--|--|
| • Senior Partners | Two Hundred Twenty dollars (\$220.00) per hour |
| • Junior Partners/Senior Associates | Two Hundred Ten dollars (\$210.00) per hour |
| • Associates | Two Hundred dollars (\$200.00) per hour |
| • Paralegals | One Hundred Thirty dollars (\$130.00) per hour. |

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) 447-7500

CONTRACTOR:
Atkinson, Andelson, Loya, Ruud & Romo
12800 Center Court Drive, Suite 300
Cerritos, CA 90703
(562) 653-3200
(562) 653-3333 fax

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 1ST DAY OF MAY 2012.

Fullerton School District

Atkinson, Andelson, Loya, Ruud & Romo

By:

By:

Mitch Hovey, Ed.D., Superintendent

On File

Social Security or Taxpayer
Identification Number

CONSENT ITEM

DATE: May 1, 2012
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: **ADOPT RESOLUTION #11/12-25 PROCLAIMING MAY 9, 2012, AS “DAY OF THE TEACHER” IN THE FULLERTON SCHOOL DISTRICT**

Background: Each year, the California Teachers Association and the National Educators Association collaborate in recognizing the contribution of teachers to public education by designating one day in May as the “Day of the Teacher”.

School districts are encouraged to celebrate and recognize teachers on the designated day which, for the 2011/2012 school year, is Wednesday, May 9, 2012.

Rationale: The impact of participating in a statewide effort for the “Day of the Teacher” enhances the celebration. The Board of Trustees initiates the District’s recognition by adopting a resolution proclaiming May 9, 2012, as “Day of the Teacher”.

Funding: Not applicable.

Recommendation: Adopt Resolution #11/12-25 proclaiming May 9, 2012, as “Day of the Teacher” in the Fullerton School District.

MLD:nm
Attachment

FULLERTON SCHOOL DISTRICT
RESOLUTION #11/12-25
PROCLAIMING MAY 9, 2012 AS
“DAY OF THE TEACHER”

WHEREAS, teachers personify America’s belief that universal public education is a key to meeting the challenges of our changing world; and

WHEREAS, teachers strive to make every classroom an exciting, productive place to learn and grow; and

WHEREAS, teachers reach out to foster the well-being of each student, regardless of ability, social or economic background, race, ethnic origin, or religion; and

WHEREAS, teachers influence our lives long after our school days are only memories,

NOW, THEREFORE, the Fullerton School District Board of Trustees does hereby proclaim Wednesday, May 9, 2012, as “Day of the Teacher”.

We urge all citizens to observe this day by taking time to remember and salute the teachers who shaped our lives and continue to shape the future of our children, our community, and the community of nations.

Signed this 1st day of May 2012 by:

Hilda Sugarman, President

Beverly Berryman, Vice President

Janny Meyer, Clerk

Chris Thompson, Member

Lynn Thornley, Member

CONSENT ITEM

DATE: May 1, 2012
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: **ADOPT RESOLUTION #11/12-26 PROCLAIMING MAY 20-26, 2012, AS
"CLASSIFIED EMPLOYEE WEEK" IN THE FULLERTON SCHOOL
DISTRICT**

Background: Each year the California School Employees Association designates one week as "Classified Employee Week" with the intent of honoring classified employees throughout the State at the same time. This year, "Classified Employee Week" is May 20-26, 2012.

Rationale: The Board of Trustees may pass a resolution which recognizes "Classified Employee Week" and honors all classified employees throughout the District.

Funding: Not applicable.

Recommendation: Adopt Resolution #11/12-26 proclaiming May 20-26, 2012 as "Classified Employee Week" in the Fullerton School District.

MLD:nm
Attachment

FULLERTON SCHOOL DISTRICT
RESOLUTION #11/12-26
PROCLAIMING MAY 20-26, 2012 AS
CLASSIFIED EMPLOYEE WEEK

WHEREAS, Classified employees support America's belief that universal public education is a key to meeting the challenges of our changing world; and

WHEREAS, Classified employees strive to support every classroom to make it a productive place for teachers to teach children how to learn and grow; and

WHEREAS, Classified employees reach out to foster the well-being of each student, teacher, administrator, regardless of ability, social or economic background, race, ethnicity, origin, or religion; and

WHEREAS, Classified employees help to keep teachers motivated by supporting and helping them in their daily routines; and

WHEREAS, Classified employees influence many lives by demonstrating the harmony they instill between teaching and the support thereof,

NOW, THEREFORE, the Fullerton School District Board of Trustees does hereby proclaim Sunday, May 20, 2012 through Saturday, May 26, 2012 as Classified Employee Week.

We urge all citizens to observe this week by taking time to remember and salute all classified employees who support the education of our children, our community, and the community of nations.

Signed this 1st day of May, 2012 by:

Hilda Sugarman, President

Beverly Berryman, Vice President

Janny Meyer, Clerk

Chris Thompson, Member

Lynn Thornley, Member

CONSENT ITEM

DATE: May 1, 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 April 16, 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: 04/16/2012
PRESENTED TO THE BOARD OF TRUSTEES: 05/01/2012

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Diane	Scharfe	After School Site Lead	39 month reemployment list	04/03/12	60	8.00	329	B18/6
Rita	Mrava	Instr. Asst./SE I	39 month reemployment list	04/03/12	26	4.00	242	B14/6
Carrie	Allers	Playground Sup./sub	Add work site	03/30/12	18		100	B11/1
Gloria	Meitzler	Playground Sup./sub	Add work site	02/18/12	12		100	B11/1
Sandra	Ruiz	Bus Driver	Change last name from Trejo	03/13/12	56	27.4/wk	565/566	B21/4
Carrie	Allers	Playground Sup./sub	Change to substitute status	02/29/12	28		100	B11/1
Employee	ID 3407	Instr. Asst./Rec.	Deceased	03/15/12	60	10.0/wk	85	B11/6
Vicki	Hernandez	Food Service Asst. III	End working out of classification	03/30/12	90	8.00	606	B16/6
Armando	Garcia	Computer Tech. I	Extra summer work 6/18-7/6/12	06/18/12	90	30.0/wk	606	B30/3
Michele	Rusiewski	Secretary	Extra summer work 6/22-7/6/12	06/22/12	55	8.00	416	B21/6
Kenyatta	Turner	Sup. Nutrition Svcs.	Extra summer work 6/22-7/9/12	06/22/12	90		606	M10/2
Jose	Saldana	Custodian I	Extra summer work 6/25-7/20/12	06/24/15	90	3.75	606	B17/6
Armando	Garcia	Computer Tech. I	Extra summer work 8/20-8/24/12	08/20/12	90	30.0/wk	606	B30/3
Ann	McDonald	Lead Occup. Therapist	FMLA 3/23-5/30/12	03/23/12	12	32.0/wk	505	M14/3
Sergio	Ortiz	Instr. Asst./Reg./LT	Hire limited term	03/12/12	28	3.50	219	B11/1
Stacy	Rath	Clerical Asst. II	Hire probationary status	04/16/12	23	3.00	304	B19/1
Andrea	Adornetto	Instr. Asst./Rec.	Hire probationary status	03/15/12	60	19.75/wk	329	B11/1
Juliana	Alvarez	Instr. Asst./Rec.	Hire probationary status	04/02/12	60	19.75/wk	329	B11/1
Kimberly	Atkinson	Instr. Asst./Rec.	Hire probationary status	03/20/12	60	19.5/wk	85	B11/1
David	Encinas	Instr. Asst./Rec.	Hire probationary status	03/19/12	60	19.75/wk	329	B11/1
Emma	Jurgensen	Instr. Asst./Rec.	Hire probationary status	03/13/12	60	19.5/wk	85	B11/1
Eric	Reyes	Instr. Asst./Rec.	Hire probationary status	03/19/12	60	19.5/wk	85	B11/1
Itzel	Salcado	Instr. Asst./Rec.	Hire probationary status	04/16/12	60	19.5/wk	329	B11/1
Curtis	Turner	Instr. Asst./Rec.	Hire probationary status	03/12/12	60	19.5/wk	85	B11/1
Yvonne	Aragon	Instr. Asst./SE I	Hire probationary status	03/20/12	29	3.00	121	B14/1
Brenda	Espinosa	Instr. Asst./SE I	Hire probationary status	03/19/12	21	3.00	242	B14/1
Ana	Perez	Instr. Asst./SE I	Hire probationary status	03/26/12	29	3.00	242	B14/1
Anthony	Rosales	Instr. Asst./SE I	Hire probationary status	03/26/12	26	6.00	122	B14/1
Cherill	Stella	Instr. Asst./SE I	Hire probationary status	03/14/12	21	6.00	242	B14/1
Melissa	Weise	Instr. Asst./SE I	Hire probationary status	03/20/12	28	3.00	120	B14/1
Marley	Donner	Instr. Asst./SE II B	Hire probationary status	03/21/12	12	3.00	125	B14/1
Deborah	Haynes	Instr. Asst./SE II B	Hire probationary status	03/20/12	12	6.00	505	B14/1
Roger	Hills	Instr. Asst./SE II B	Hire probationary status	03/16/12	15	6.00	128	B14/1
Wendy	Hilton	Instr. Asst./SE II B	Hire probationary status	03/26/12	15	6.00	122	B14/1
Amy	Summerfield	Instr. Asst./SE II B	Hire probationary status	03/14/12	12	3.00	125	B14/1

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First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Laurie	Bruneau	Risk Manager	Hire probationary status	04/02/12	50	8.00	524	B13/3
Gabrielle	Armstrong	Playground Sup.	Hire regular status	03/12/12	23	4.0/wk	100	B11/1
Sun	Oh	Playground Sup.	Hire regular status	03/26/12	18	1.00	100	B11/1
Clarice	Huseman	Clerical Asst. II/sub	Hire substitute status	03/20/12	99		999	B19/1
Fernando	Hernandez Diaz	Custodian I/sub	Hire substitute status	03/12/12	53		542	B17/1
Ignacio	Siqueiros Beltran	Custodian I/sub	Hire substitute status	03/30/12	53		542	B17/1
Graciela	Barrera	Food Service Asst. I/sub	Hire substitute status	03/15/12	90		606	B08/1
Gabrielle	Armstrong	Playground Sup./sub	Hire substitute status	03/12/12	18		100	B11/1
Amy	Chang	Playground Sup./sub	Hire substitute status	03/22/12	23		100	B11/1
Nancy	Frausto	Playground Sup./sub	Hire substitute status	04/03/12	16		100	B11/1
Isela	Herrera	Playground Sup./sub	Hire substitute status	03/22/12	18		100	B11/1
Jodi	Johnston-Frausto	Playground Sup./sub	Hire substitute status	03/28/12	16		100	B11/1
Raquel	Bingham	Instr. Asst./Reg.	Increase hours from 17.5/wk	02/20/12	27	19.75/wk	81	B11/6
Sandra	Polendo	Instr. Asst./Reg.	Increase hours from 17.5/wk	02/20/12	11	19.75/wk	81	B11/6
Evelyn	Peña	Instr. Asst./BB	Increase hours from 19.5/wk	02/20/12	11	19.75/wk	81	B14/4
Maria	Velazquez	Playground Sup.	Increase hours from 8.58/wk	03/21/12	24	8.6/wk	100	B11/1
Alice	Wang	Account Clerk II	Increase months from 9.5 to 10/year	03/19/12	90	8.00	606	B24/5
Pauline	Hill	Admin. Secretary	Layoff-two days reduction in work year	05/29/12	58	8.00	522	M03/3
Nina	Mota	Admin. Secretary	Layoff-two days reduction in work year	05/29/12	51	8.00	521	M03/3
Guillermina	Serrano	Admin. Secretary	Layoff-two days reduction in work year	05/29/12	50	8.00	537	M03/3
Rebecca	Silva	Asst. Dir. Business Svcs.	Layoff-two days reduction in work year	05/29/12	50	8.00	530	M18/3
Samuel	Ricchio	Asst. Dir. Info Tech.	Layoff-two days reduction in work year	05/29/12	59	8.00	409/309	M16/3
Susan	Hume	Asst. Sup. Business	Layoff-two days reduction in work year	05/29/12	50	8.00	537	Cont.
Peter	Ellis	Autism Supervisor	Layoff-two days reduction in work year	05/29/12	54	8.00	505	M12/2
Stephen	Miller	Dir. Business Svcs.	Layoff-two days reduction in work year	05/29/12	50	8.00	530	M26/3
Marilee	Cosgrove	Dir. Child Care Svcs.	Layoff-two days reduction in work year	05/29/12	60	8.00	318/310	M18/3
Kathleen	Carroll	Dir. Class Personnel	Layoff-two days reduction in work year	05/29/12	58	8.00	522	Contr.
Larry	Lara	Dir. Maint., Opr. & Fac.	Layoff-two days reduction in work year	05/29/12	53	8.00	533/547	M25/3
Amanda	Colon	Dir. Nutrition Svcs.	Layoff-two days reduction in work year	05/29/12	90	8.00	606	M18/2
Maria Carmen	Serna	Executive Secretary	Layoff-two days reduction in work year	05/29/12	57	8.00	526	M08/3
Rachel	Grantham	Financial Analyst	Layoff-two days reduction in work year	05/29/12	50	8.00	670/530	M12/3
Ann	McDonald	Lead Occup. Therapist	Layoff-two days reduction in work year	05/29/12	12	32.0/wk	505	M14/3
Kristen	Cooper	Occup. Therapist	Layoff-two days reduction in work year	05/29/12	12	8.00	505	M14/2
Karen	Rein	Occup. Therapist	Layoff-two days reduction in work year	05/29/12	12	8.00	505	<14/2
Debra	Fry	Payroll Coordinator	Layoff-two days reduction in work year	05/29/12	50	8.00	530	M07/3

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Laurie	Bruneau	Risk Manager	Layoff-two days reduction in work year	05/29/12	50	8.00	524	M13/3
Monique	Bosse	Sup. Child Care Svcs.	Layoff-two days reduction in work year	05/29/12	60	8.00	329	M09/3
Linda	Jimenez-Martinez	Sup. Child Care Svcs.	Layoff-two days reduction in work year	05/29/12	60	8.00	275/343	M09/3
Rosalia	Martinez	Sup. Child Care Svcs.	Layoff-two days reduction in work year	05/29/12	60	8.00	310/318	M09/3
Neil	Ferone	Sup. Maint. & Opr.	Layoff-two days reduction in work year	05/29/12	53	8.00	533/547	M12/3
Kenyatta	Turner	Sup. Nutrition Svcs.	Layoff-two days reduction in work year	05/29/12	90	8.00	606	M10/2
Ronald	Mullins	Sup. Purch. Stores	Layoff-two days reduction in work year	05/29/12	50	8.00	531	M13/3
Debra	Vasquez	Trans. Instr./Asst. Mgr.	Layoff-two days reduction in work year	05/29/12	56	8.00	566/565	M10/3
Debra	Vasquez	Trans. Instr./Asst. Mgr.	Longevity increase	04/01/12	56	8.00	566/565	M10/3
Proceso	Jusay	Bus Driver	Rescind service retirement	06/15/12	56	28.2/wk	565/566	B21/6
Lilian	Barragan	Instr. Asst./BB	Resignation	03/14/12	29	3.50	318	B14/6
Luz	Garcia Montes	Instr. Asst./BB	Resignation	04/16/12	60	19.5/wk	329	B14/5
Rafael	Garcia Guerrero	Custodian I/sub	Separation	03/20/12	53		542	B17/1
George	Cervantes	Custodian I/sub	Separation-no longer available	03/26/12	53		542	B17/1
Alfredo	Contreras	Custodian I/sub	Separation-no longer available	03/26/12	53		542	B17/1
Joe	Espinosa	Custodian I/sub	Separation-no longer available	03/26/12	53		542	B17/1
Jose	Villagrana Castaneda	Custodian I/sub	Separation-no longer available	03/26/12	53		542	B17/1
Connie	Fister	Playground Sup./sub	Separation-no longer available	03/14/12	17		100	B11/1
Clementina	Mier	Playground Sup./sub	Separation-no longer available	03/22/12	24		100	B11/1
Michael	Perry	Maintenance Worker	Service retirement	04/25/12	53	8.00	533	B25/6
Luis	Garcia	Custodian II	Service retirement-hire substitute status	06/18/12	20	8.00	542	B24/6
Saira	Hernandez	Account Clerk II	Step raise	03/01/12	50	8.00	530	B24/4
Peter	Ellis	Autism Supervisor	Step raise	04/01/12	54	8.00	505	B12/3
Diane	Bardwell	Bus Driver	Step raise	03/01/12	56	26.2/wk	566/565	B21/6
Thomas	Vasquez	Bus Driver	Step raise	04/01/12	56	28.8/wk	566/565	B21/6
Cynthia	Milkovits	Clerical Asst. I	Step raise	04/01/12	30	3.80	403	B17/6
Shannon	Bauserman	Clerical Asst. II	Step raise	03/01/12	16	3.00	403	B19/2
Kristina	Cashin	Clerical Asst. II	Step raise	03/01/12	26	3.75	403	B19/2
Tina	De Board	Clerical Asst. II	Step raise	03/01/12	26	3.75	403	B19/2
Martha	Gallegos	Clerical Asst. II	Step raise	03/01/12	13	3.00	403	B19/2
Diana	Gutierrez	Clerical Asst. II	Step raise	03/01/12	16	3.00	403	B19/2
Leticia	Minor	Clerical Asst. II	Step raise	03/01/12	10	3.75	403	B19/2
Terry	Schade	Clerical Asst. II	Step raise	03/01/12	13	3.00	403	B19/2
Theresa	Totten	Clerical Asst. II	Step raise	03/01/12	10	3.75	403	B19/2
Sonia	Awalt	Clerical Asst. II/BB	Step raise	03/01/12	29	3.75	403/304	B20/2

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Maria	Fernandez Elvira	Clerical Asst. II/BB	Step raise	03/01/12	19	3.00	403	B20/2
Karen	Hernandez	Clerical Asst. II/BB	Step raise	03/01/12	55	3.50	117/115	B20/2
Michelle	Mendoza	Clerical Asst. II/BB	Step raise	04/01/12	29	3.75	403/304	B20/2
Jenel	Nia	Clerical Asst. II/BB	Step raise	04/01/12	12	3.00	403	B20/2
Cesia	Tello	Clerical Asst. II/BB	Step raise	03/01/12	24	3.00	403	B20/2
Hamangkumar	Patel	Computer Tech. I	Step raise	03/01/12	30	8.00	402/097	B30/4
Gilbert	Artiaga	Custodian I	Step raise	03/01/12	53	3.75	542	B17/3
Hector	Caballero	Custodian I	Step raise	04/01/12	28	3.75	542	B17/2
Martin	Calderon Cuevas	Custodian I	Step raise	04/01/12	17	3.75	542	B17/2
Adao	Garcia	Custodian I	Step raise	03/01/12	20	3.75	542	B17/6
Anselmo	Gonzalez	Custodian I	Step raise	03/01/12	25	8.00	542	B17/2
Julio	Ornelas Beltran	Custodian I	Step raise	03/01/12	23	3.75	542	B17/2
Oscar	Castro Jr.	Custodian II	Step raise	03/01/12	27	8.00	542	B24/2
Tyler	Chung	Custodian II	Step raise	03/01/12	11	8.00	542	B24/2
Sergio	Flores	Custodian II	Step raise	03/01/12	17	8.00	542	B24/2
Thanh	Pham	Food Service Asst. I	Step raise	03/01/12	90	2.50	606	B08/6
Maria	Rivera	Food Service Asst. I	Step raise	03/01/12	90	1.00	606	B08/6
Melissa	Rivera	Food Service Asst. I	Step raise	03/01/12	90	1.00	606	B08/6
Richelle	Gutierrez	Food Service Spec.	Step raise	03/01/12	90	8.00	606	B21/6
Ashley	Barnett	Instr. Asst./Rec.	Step raise	03/01/12	60	17.5/wk	85	B11/2
Ashley	Bogdanov	Instr. Asst./Rec.	Step raise	03/01/12	60	19.5/wk	85	B11/3
Rus	Christian	Instr. Asst./Rec.	Step raise	04/01/12	21	18.0/wk	212	B11/6
Kimberly	Davis	Instr. Asst./Rec.	Step raise	03/01/12	60	19.5/wk	85	B11/2
Andrea	Elias	Instr. Asst./Rec.	Step raise	03/01/12	60	19.5/wk	85	B11/5
Narlin	Flores	Instr. Asst./Rec.	Step raise	03/01/12	60	19.5/wk	329	B11/3
Lily	Garcia	Instr. Asst./Rec.	Step raise	03/01/12	60	7.5/wk	85	B11/3
Sandra	Garcia	Instr. Asst./Rec.	Step raise	03/01/12	60	19.75/wk	329	B11/2
Tanya	Garcia	Instr. Asst./Rec.	Step raise	03/01/12	60	19.5/wk	329	B11/5
Lourdes	Garcia Salvador	Instr. Asst./Rec.	Step raise	03/01/12	60	18.0/wk	329	B11/2
Asha	Ghai	Instr. Asst./Rec.	Step raise	03/01/12	60	19.5/wk	85	B11/5
Elizabeth	Gomez	Instr. Asst./Rec.	Step raise	03/01/12	60	19.75/wk	329	B11/2
Olivia	Hamilton	Instr. Asst./Rec.	Step raise	03/01/12	60	19.5/wk	85	B11/3
Amanda	Helo	Instr. Asst./Rec.	Step raise	03/01/12	60	19.5/wk	85	B11/4
Victoria	Hruby	Instr. Asst./Rec.	Step raise	03/01/12	60	19.5/wk	85	B11/6
Victoria	Huston	Instr. Asst./Rec.	Step raise	03/01/12	12	3.50	310	B11/4

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Jeffrey	Lawhorn	Instr. Asst./Rec.	Step raise	03/01/12	60	19.5/wk	85	B11/5
Danielle	Ortega	Instr. Asst./Rec.	Step raise	03/01/12	60	19.5/wk	85	B11/4
Joshua	Ouderkerken	Instr. Asst./Rec.	Step raise	03/01/12	60	18.0/wk	329	B11/2
Fiona	Pedrena	Instr. Asst./Rec.	Step raise	03/01/12	60	19.75/wk	329	B11/2
Kevin	Phillips	Instr. Asst./Rec.	Step raise	03/01/12	60	19.75/wk	329	B11/3
Wibol	Soch	Instr. Asst./Rec.	Step raise	03/01/12	60	19.5/wk	85	B11/3
Carla Marie	Tan	Instr. Asst./Rec.	Step raise	03/01/12	60	19.75/wk	329	B11/2
Jennifer	Zuloaga	Instr. Asst./Rec.	Step raise	03/01/12	60	19.75/wk	329	B11/5
Mary	Dardis	Instr. Asst./Reg.	Step raise	03/01/12	12	17.5/wk	310	B11/6
Rosa	Dobies	Instr. Asst./Reg.	Step raise	04/01/12	11	9.0/wk	302	B11/5
Renay	Ibarra	Instr. Asst./Reg.	Step raise	03/01/12	60	17.5/wk	318	B11/6
Christina	Peniche	Instr. Asst./Reg.	Step raise	03/01/12	28	3.00	117/224	B11/3
Azucena	Perez-Maldonado	Instr. Asst./Reg.	Step raise	03/01/12	12	3.50	310	B11/6
Colleen	Heffner	Instr. Asst./SE I	Step raise	03/01/12	29	3.50	121	B14/4
Karren	Martin	Instr. Asst./SE I	Step raise	04/01/12	17	15.5/wk	120	B14/6
Stephanie	Soltero	Instr. Asst./SE I	Step raise	03/01/12	16	3.75	122	B14/2
Marcia	Stanford	Instr. Asst./SE I	Step raise	04/01/12	29	3.50	242	B14/6
Karla	Trujillo	Instr. Asst./SE I	Step raise	03/01/12	20	3.00	242	B14/2
Darla	Varela	Instr. Asst./SE I	Step raise	03/01/12	25	4.00	248	B14/5
Wendy	Villalobos	Instr. Asst./SE I	Step raise	03/01/12	20	3.00	121	B14/4
Aida	Yohannes	Instr. Asst./SE I	Step raise	03/01/12	30	3.80	242	B14/2
Joanna	Yu	Instr. Asst./SE I	Step raise	04/01/12	27	4.00	242	B14/4
Noemi	Iniguez	Instr. Asst./SE II B	Step raise	03/01/12	23	6.00	120/122	B14/5
Juliet	Knight	Instr. Asst./SE II B	Step raise	03/01/12	15	6.00	128	B14/6
Kathryn	Vogelesang	Instr. Asst./SE II B	Step raise	03/01/12	12	6.00	121	B14/6
Lisandra	Anguiano	Instruct. Asst./BB	Step raise	03/01/12	12	17.5/wk	310	B14/5
Aurora	Brooks	Instruct. Asst./BB	Step raise	03/01/12	17	3.50	100	B14/5
Luz	Garcia Montes	Instruct. Asst./BB	Step raise	03/01/12	60	19.5/wk	329	B14/5
Ann	McDonald	Lead Occup. Therapist	Step raise	03/01/12	12	32.0/wk	505	M14/3
Delia	Tran	Personnel Tech. I	Step raise	03/01/12	51	8.00	521	B23/6
Carrie Anne	Rumpak	Sr. Secretary	Step raise	04/01/12	50	8.00	530	B24/2
Neil	Ferone	Sup. Maint. & Opr.	Step raise	03/01/12	53	8.00	533/547	M12/3
Beverly	Hendricks	COTA	Temporary additional hours	01/18/12	12	6.00	505	B26/6
Claudia	Benitez	Food Service Asst. I	Temporary additional hours	02/17/12	90	2.30	606	B08/6
Gena	Knighton	Instr. Asst./SE I	Temporary additional hours	08/29/11	23	6.10	242	B14/6

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Chantal	Rivera	Instr. Asst./SE I	Temporary additional hours	11/29/11	25	4.00	126	B14/5
Jesus	Miramontes	Instr. Asst./SE II B	Temporary additional hours	01/18/12	26	3.50	122	B14/6
Deborah	Quirk-Lutman	Instr. Asst./SE II A	Temporary additional hours	08/29/11	29	6.50	125	B14/6
Adam	Luna	Ed. Media Asst.	Temporary additional hours	03/01/12	11	10.0/wk	402	B19/2
Deborah	York	Instr. Asst./SE II A	Temporary additional hours 1/30/12-6/13/12	01/30/12	21	6.00	120	B14/6
Nae Won	Kim	Instr. Asst./SE I	Temporary additional hours 11/18/11-5/18/12	11/18/11	19	3.00	126	B14/1
Cindra	Kerr	Instr. Asst./SE I	Temporary additional hours 11/2/11-5/2/12	11/02/11	25	4.00	126	B14/6
Sandra	Latin	Instr. Asst./Rec.	Temporary additional hours 3/01-6/01/12	03/01/12	11	1.5/wk	341	B11/3
Alexander	Yang	After School Site Lead	Temporary additional hours 3/31-6/14/12	03/31/12	60	10.0/wk	85	B18/1
Karen	Kingston	Bus Driver	Temporary additional hours 4/11-4/13/12	04/11/12	56		566	B21/6
Gilbert	Artiaga	Custodian I	Temporary additional hours 4/9-4/12/12	04/09/12	53	3.75	542	B17/6
Hector	Caballero	Custodian I	Temporary additional hours 4/9-4/12/12	04/09/12	28	8.00	542	B17/2
Hugo	Romo	Custodian I	Temporary additional hours 4/9-4/12/12	04/09/12	53	3.75	542	B17/6
Jose	Saldana	Custodian I	Temporary additional hours 4/9-4/12/12	04/09/12	90	3.75	606	B17/6
Darla	Varela	Instr. Asst./SE I	Temporary additional hours 9/8/11-5/15/12	09/08/11	25	4.00	248	B14/5
Donna	Vargas	Repro. Tech.	Temporary additional hours as needed	07/01/11	50	3.50	519	B20/2
Employee	ID 5079	Instr. Asst./Rec.	Termination on probation	03/26/12	60	7.5/wk	85	B11/1
Employee	ID 5142	Instr. Asst./Rec.	Termination on probation	04/03/12	60	19.5/wk	85	B11/1
Employee	ID 3700	Custodian I	Termination on probation-hire sub status	01/09/12	28	3.50	219	B11/1
Amanda	Clements	Instr. Asst./SE I	Unpaid leave of absence 3/27-8/24/12	03/27/12	15	3.00	120	B14/5
Guadalupe	Aguiniga	Food Service Asst. II	Working out of classification	03/26/12	90	5.30	606	B12/5
Jennie	Perez	Food Service Spec.	Working out of classification	03/26/12	90	8.00	606	B21/3

CONSENT ITEM

DATE: May 1, 2012

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Sung Chi, Coordinator, Assessment and Accountability

SUBJECT: **APPROVE THREE-YEAR LICENSING AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ILLUMINATE EDUCATION, INC., FOR ILLUMINATE DATA AND ASSESSMENT SYSTEM FROM JULY 1, 2012 THROUGH JUNE 30, 2015**

Background: Illuminate Data and Assessment (DnA) is an online data and assessment management system that is designed to support teachers and administrators improve student performance. To help educators understand the individual needs of each student, teachers are able to quickly access assessment and demographic data, view pre-built reports, and create customized reports. Illuminate DnA can be used to gather, analyze, and track student performance for Response to Intervention (Rtl) universal screening as well as progress monitoring.

Rationale: Teachers and administrators in Fullerton School District have come to rely on valid data to drive decisions regarding instruction and measure student achievement. Illuminate DnA plays a key role in the success of Professional Learning Communities (PLCs) at sites as well as in the implementation of the Rtl process.

Funding: Yearly annual license fee for Illuminate DnA is \$4.00 per student, per year. Student enrollment figures will be based on the most recent CBEDS report and will be provided to Illuminate Education, Inc., on an annual basis. The total yearly annual license fee is to be paid from the District Assessments budget (508) and the STAR Testing budget (506).

Recommendation: Approve three-year licensing agreement between Fullerton School District and Illuminate Education, Inc., for Illuminate Data and Assessment system from July 1, 2012 through June 30, 2015.

JM:SC:nm
Attachment

F O R M – DnA

SOFTWARE LICENSE AND SUPPORT AGREEMENT

This Software License and Support Agreement (“**Agreement**”) is entered into and effective as of 7/1/2012 (“**Effective Date**”) by and between Illuminate Education, Inc., a California corporation (“**Illuminate**”), and Fullerton Elementary School District (“**District**”).

RECITALS

WHEREAS, District desires to implement a web-based software system for student data and assessment management;

WHEREAS, Illuminate has developed and owns such a system known as the Illuminate Data and Assessment Management System or “Illuminate DnA” (the “**Software**”); and

WHEREAS, District desires to license the Software and obtain the services as provided herein.

NOW, THEREFORE, in consideration of the mutual representations, warranties and agreements contained herein, the parties hereto agree as follows:

AGREEMENT

1. Term of Agreement. Unless earlier terminated as provided herein, the initial term of this Agreement shall be from the Effective Date through **[June 30, 2015]** (the “Initial Term”). This Agreement shall thereafter automatically renew for additional successive one year periods unless written notice of non-renewal is given by either party to the other at least 60 days prior to the end of the then-current term (each a “Renewal Term” and together with the Initial Term, the “Term”), unless sooner terminated as provided herein.

2. License of Software to District. Subject to the terms of this Agreement, Illuminate hereby grants to District during the term of this Agreement a limited, non-exclusive, non-sublicensable and non-transferrable license to District for District employees to use the Software for each of the District locations listed on Exhibit A hereto. As new school sites are added by the District, District and District employees will be provided access to the Software for those sites. The District may not use the Software outside such locations or for other than District operations. **[The Software shall permit District to download, at no additional cost to District, GradeCam’s software for automated grading of multiple choice exams.]**

3. Annual Software License Fee. District agrees to pay to Illuminate an annual license fee for use of the Software as set forth below.

(a) Initial School Year. A fee of \$4.00 per student (calculated based on **[CBEDS]**) for the initial school year beginning **[July 1, 2012]** and continuing through **[June 30, 2013]**

(b) Subsequent School Years During Initial Term. A fee of \$4.00 per student (calculated yearly based on [CBEDS]) for each school year during the Initial Term after the initial school year, subject to an increase no more often than annually for changes in the cost of living. Estimated annual license fees for the Initial Term assuming no change in cost of living and 13,656 students based on [CBEDS] would be as follows:

Product/Year	Fee Structure	Estimate of Annual License Fee
Software and GradeCam, 2012-2013	\$4.00 per student 13,656 students	\$54,624
Software and GradeCam, 2013-2014	\$4.00 per student 13,656 students	\$54,624
Software and GradeCam, 2014-2015	\$4.00 per student 13,656 students	\$54,624

(c) Renewal School Years. A fee per student (calculated based on [CBEDS]) for each school year after the Initial Term equal to that generally charged by Illuminate to school districts at the time of renewal.

(d) Payment. The annual license fee for each school year shall be paid within 30 days of receipt of an invoice from Illuminate.

(e) Failure to Make Payment. In the event District fails to pay the annual license fee or other fees due hereunder when due, upon notice from Illuminate, District agrees to immediately cease using the Software and Illuminate will have no further obligation to provide any maintenance or support to District.

4. Ownership of Software. Illuminate has and shall retain all right, title and interest in the Software and all derivative works, including but not limited to copyrights, patent rights, and trade secrets and all other intellectual property rights as may exist now and/or hereafter come into existence. District shall have no rights in the Software or any derivative works, except the license and related rights expressly set forth in this Agreement.

5. Software Implementation, Data Conversion, Hosting and Training Services. Illuminate agrees to provide the services associated with the implementation of the Software, data conversion, hosting and training of District employees on the use of the Software as follows:

(a) Task List. A preliminary list of tasks and associated targeted completion dates are set forth on Exhibit “B” attached hereto.

(b) Hosting. The Software and District’s data will be hosted on Illuminate’s server (included in the annual license fee).

(c) Importing of Data. Illuminate will import District's data into the Software within 45 business days after the receipt of useable data.

(d) Initial Training. Illuminate will provide 4 days of initial training to District in the basic use of the Software [**at no charge**], to be presented as both parties mutually agree.

(e) Additional Training and Services. Upon written request and authorization by District, Illuminate will conduct additional training and provide additional services to District. Custom development shall be at a rate of \$120 per hour. [**Training after initial training is exhausted shall be at a rate of \$1,500 per day for on-site training and \$500 per day for on-line training.**] Fees for such services shall be due and payable within 30 days of receipt of an invoice from Illuminate.

6. Ownership of District Data. District shall retain ownership of all District data imported into the Software. Upon the termination of this Agreement, Illuminate agrees to transfer all District data back to District in an industry standard open format like SQL at no charge.

7. Responsibilities of District. District agrees to prepare and furnish to Illuminate upon request such information as is reasonably requested by Illuminate in order for Illuminate to perform its obligations under this Agreement.

8. Illuminate Software Maintenance and Support. Illuminate agrees to provide maintenance and support of the Software. Such maintenance and support will include coverage in the form of corrections to remove deficiencies in the Software, as reported to Illuminate; ongoing telephone and e-mail support for questions regarding operations of the Software; incorporate/change the Software as necessary for operation including all upgrades and new features; support to District in resolving problems/errors resulting from misuse or hardware/software failure; regular telephone or web conferences with District to address future growth or modifications to the Software. Maintenance and support of the Software is provided at no additional cost to District.

9. Confidentiality.

(a) Confidential Information Defined. Each party (the "**Disclosing Party**") may from time to time during the term of this Agreement disclose to the other party (the "**Receiving Party**") certain information regarding the Disclosing Party's business, including technical, marketing, financial, employee, planning, and other confidential or proprietary information ("**Confidential Information**"). The technology underlying the Software shall in all events be Confidential Information of Illuminate.

(b) Protection of Confidential Information. The Receiving Party will not use any Confidential Information of the Disclosing Party, except for the purpose of fulfilling its obligations under this Agreement. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the

Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

(c) Exceptions. The Receiving Party's obligations under this Section 9 with respect to any Confidential Information of the Disclosing Party will terminate if the Receiving Party can demonstrate that such information: (i) was already known to the Receiving Party at the time of disclosure by the Disclosing Party; (ii) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (iii) is, or through no fault of the Receiving Party has become, generally available to the public; or (iv) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

(d) Return of Confidential Information. The Receiving Party will either, at its option, return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the expiration or termination of this Agreement, whichever comes first. Upon the written request of the Disclosing Party, the Receiving Party will certify in writing that it has fully complied with its obligations under this Section.

10. Privacy and Collection of Student Data. Each of Illuminate and District represents and warrants that it is familiar with the provisions of the Federal Education Privacy Rights Act ("FERPA") [**and California Education Code Sections 49073 through 49078 inclusive**], and it agrees that it will comply with such provisions and take all measures reasonably necessary and consistent with industry standards to protect student data from unauthorized access and/or unauthorized release. In the event that any unauthorized access or release of student data occurs, each party agrees to advise the other immediately of such unauthorized access.

11. Illuminate Warranty.

(a) Software Warranty. Illuminate warrants to District that the Software as delivered, will materially comply with the published specifications of Illuminate for such Software. Illuminate's obligations under this warranty shall be limited to providing District with a copy of corrected Software. Illuminate does not warrant that the operation of the Software will be uninterrupted or error-free. IN PARTICULAR, FOR PURPOSES OF THE FOREGOING WARRANTY, ILLUMINATE AND DISTRICT ACKNOWLEDGE THAT THE SOFTWARE IS NOT AND CANNOT BE MADE TO BE 100% ACCURATE, AND THAT ANY ERRORS OR FAILURE TO PERFORM SHALL NOT BE DEEMED A BREACH OF SUCH

WARRANTY UNLESS THEY ARE SIGNIFICANT AND NOT TO BE EXPECTED IN LIGHT OF THE LIMITATIONS OF SOFTWARE OF THIS TYPE.

(b) No Other Warranty. EXCEPT AS EXPRESSLY SET FORTH ABOVE, ILLUMINATE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO ALL TECHNOLOGY, SOFTWARE OR DERIVATIVE WORKS PROVIDED OR OTHERWISE LICENSED TO DISTRICT IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT.

12. Indemnification.

(a) By Illuminate. Illuminate agrees to defend, indemnify and hold harmless District and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim: (i) alleging that the Software infringes or misappropriates the proprietary or intellectual property rights of any third party, except to the extent that such infringement results from District's misuse of or modifications to the Software; (ii) that results from the negligence or intentional misconduct of Illuminate or its employees, agents or servants; or (iii) that results from any breach of any of the representations, warranties or covenants contained herein by Illuminate.

(b) By District. District agrees to defend, indemnify and hold harmless Illuminate and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim that results from (i) the negligence or intentional misconduct of District or its employees, agents or servants or (ii) any breach of any of the representations, warranties or covenants contained herein by District.

(c) Indemnification Procedure. The parties' obligation to indemnify is subject to the conditions that the party with the obligation to indemnify ("**Indemnifying Party**") is given prompt notice of any such claims and is given primary control of and all reasonably requested assistance (at the other party's cost) for the defense of such claims (with counsel reasonably satisfactory to the party being indemnified ("**Indemnified Party**")), provided that the Indemnified Party shall under no circumstances be required to admit liability, and provided further that any delay in notification shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that the delay materially impairs its ability to indemnify. Without limiting the foregoing, the Indemnified Party may participate in the defense at its own expense and with its own counsel; provided that if the Indemnified Party reasonably concludes that the Indemnifying Party has conflicting interests or different defenses available with respect to such claim, the reasonable fees and expenses of one counsel to the Indemnified Party shall be borne by the Indemnifying Party. The Indemnifying Party shall not enter into or acquiesce to any settlement containing any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of the Indemnified Party or which would otherwise adversely affect the Indemnified Party without the Indemnified Party's prior written consent (which shall not be unreasonably withheld). The Indemnifying Party shall keep the Indemnified Party advised of the status of the

claims and the defense thereof and shall consider in good faith the recommendations made by the Indemnified Party with respect thereto.

13. Insurance. Illuminate 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 Illuminate and District against liability or claims of liability which may arise out of this Agreement. Illuminate agrees to maintain workers' compensation insurance as required under applicable law.

14. Taxes. District shall be solely responsible and liable for payment of all sales, use, excise, value added or similar taxes, duties or charges imposed by any federal, state or local government or jurisdiction with respect to any fees or other payments to be made by District to Illuminate under this Agreement, excluding taxes based on Illuminate's overall net income. Illuminate is not liable for any taxes, including without limitation income taxes, withholdings, value added, franchise, gross receipts, sales, use, property or similar taxes, duties, levies, fees, excises, or tariffs incurred in connection with such payments. District takes full responsibility for all such taxes, including penalties, interest, and other additions thereon. Illuminate shall pay taxes imposed on its income.

15. Termination.

(a) Termination by District. The District may terminate this Agreement without cause prior to the expiration of the Term, effective upon the end of a District fiscal year, by giving Illuminate written notice of its intent to so terminate at least sixty (60) days prior to the end of such District fiscal year.

(b) Termination for Cause. Either party may terminate this Agreement prior to the expiration of the Term, effective immediately upon written notice to the other party, in the event of a material breach of this Agreement by the other party hereto, which breach remains uncured for more than thirty (30) days after written notice thereof. In addition, either party may terminate this Agreement upon ten (10) days written notice to the other party upon the occurrence of any one or more of the following: (i) the institution by or against the other party of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of the other party's debts; (ii) the other party making an assignment for the benefit of creditors; or (iii) the other party's dissolution. The foregoing rights to terminate are in addition to, not in lieu of, all other rights and remedies which may be available to either party under this Agreement, at law and/or in equity.

(c) Effect of Termination/Survival. Upon termination or expiration of this Agreement, in addition to Illuminate's obligations with respect to District data set forth in Section 6, each party shall promptly return or destroy the other party's Confidential Information and, if requested, shall promptly certify in writing that all such materials of the requesting party have been returned or destroyed. The obligations in the following Sections will survive any expiration or termination of this Agreement: Sections 4, 6, 9, 10, 11, 12, 14, 15 and 16 and any obligations to pay for license fees, services or training pursuant to Sections 3 or 5 that were earned prior to termination.

16. Miscellaneous.

(a) Assignment; Successors and Assigns. Neither party may assign this Agreement or its obligations hereunder without the prior written consent of the other party hereto, except that either party may assign this Agreement in connection with a sale of all or substantially all its outstanding equity or assets without the consent of the other party hereto. Subject to the foregoing, this Agreement shall be binding upon, and inure to the benefit of, each of the parties hereto and, except as otherwise expressly provided herein, their respective legal representatives, successors and assigns.

(b) Entire Agreement; Counterparts. This Agreement and the other documents referred to herein or delivered pursuant hereto contain the entire agreement between the parties with respect to the transactions contemplated hereby and supersedes all prior negotiations, commitments, agreements and understandings between them with respect thereto. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission, or by e-mail delivery of a “.pdf” data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile signature page were an original thereof.

(c) Notices. Any notice or communication given pursuant to this Agreement by any party to any other party shall be in writing and shall be sufficiently given if personally delivered, sent by other means of electronic transmission (including electronic mail) or sent by mail, postage prepaid to the parties at the following addresses or to such other address as either party may hereafter designate to the others by like notice:

If to Illuminate:

Illuminate Education, Inc.
60 Bunsen
Irvine, California 92618
Attention: Lane Rankin, President
E-mail: www.illuminateEd.com

If to District:

Fullerton Elementary School District
1401 W. Valencia Drive
Fullerton, California 92833
Attention: Sung Chi
E-mail: sung_chi@fsd.k12.ca.us

(d) Amendments, Waivers and Severability. Except as otherwise provided herein, this Agreement may be amended, and compliance with any provision of this Agreement may be omitted or waived, only by written agreement duly signed by Illuminate and District. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall not invalidate or render unenforceable the remaining provisions of this Agreement.

(e) Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of California, without regard to its principles of conflicts of laws. In the event of any dispute arising out of or relating to this Agreement, the parties consent to the exclusive jurisdiction of the federal and state courts sitting in Orange County, California for the purposes of resolving said dispute, except for claims for injunctive relief, which may be brought in any venue having jurisdiction over the parties hereto.

(f) Relationship of the Parties. Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. The relationship between the parties shall at all time be that of independent contractors. Neither party shall have authority to contract for or bind the other in any manner whatsoever. This Agreement confers no rights upon either party except those expressly granted herein.

(g) Limitation of Liability. In no event shall either party be liable to the other party or to any third party for any incidental, special, indirect, punitive or consequential damages arising out of or relating to this Agreement, even if such party or any of its authorized representatives has been advised of the possibility of such damages. Each party's aggregate liability arising out of or relating to this Agreement for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the fees paid or due payable by District to Illuminate during the preceding twelve months pursuant to this Agreement.

(h) Force Majeure. Neither party shall be liable to the other for any delay or failure to perform due to causes beyond its reasonable control. Performance times shall be considered extended for a period of time equivalent to time lost because of any such delay by providing prompt written notice of such expected delay to the other party.

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the Effective Date.

ILLUMINATE EDUCATION, INC.

By: _____
Lane Rankin, President

[FULLERTON ELEMENTARY SCHOOL
DISTRICT]

By: _____
Print: _____
Its: _____

EXHIBIT A

**ALL FULLERTON ELEMENTARY SCHOOL DISTRICT
SCHOOLS AND DISTRICT LOCATIONS**

Acacia School
Beechwood School
Commonwealth School
Fern Drive School
Fisler School
Golden Hill School
Hermosa Drive School
Ladera Vista Junior High School
Laguna Road School
Maple School
Nicolas Junior High School
Orangethorpe School
Pacific Drive School
Parks Junior High School
Raymond School
Richman School
Rolling Hills School
Sunset Lane School
Valencia Park School
Woodcrest School
District Office

EXHIBIT B

TASK LIST

<u>Date</u>	<u>Task</u>
June / July 2012	Initial implementation meeting
July / August 2012	Date of conversion and imports
July / August 2012	District begins using Software

CONSENT ITEM

DATE: May 1, 2012
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
PREPARED BY: Robert Craven, Director, Technology and Media Services
SUBJECT: APPROVE ACCEPTANCE OF CALIFORNIA TECHNOLOGY ASSISTANCE PROJECT (CTAP) TEACHER TECHNOLOGY GRANT AWARDS

Background: The California Technology Assistance Project (CTAP) is a regional program that provides staff development, network design, grants, and other assistance to school districts. As part of Region IX, Orange County provided an opportunity for K-12 educators to apply for technology grants not to exceed \$3,000.00 per teacher or \$7,000.00 per team of teachers. Grants may be used for classroom hardware, software, and staff development. Materials funded by the grant are used by the teacher or administrator, but remain District property.

Parks Jr. High and Laguna Road were awarded grants for 2012.

Parks Jr. High - Parks iPad for Math on the Go - \$7,000.00
(Team: Patt Hawkey and Jack Meier)
Laguna Road - Laguna We Engage, We Create, We Animate - \$6,972.65
(Team: Mary Fu Nguyen, Penny Endicott, Suzy Jurgensen, Jennifer Kim-Lee)

Funding: CTAP Grant funds received will be applied to the General Fund income, Program 320.

Recommendation: Approve acceptance of California Technology Assistance Project (CTAP) Teacher Technology Grants awards.

JM:RC:sg
Attachment

FULLERTON SCHOOL DISTRICT
SERVICE AGREEMENT

This AGREEMENT is hereby entered into this 6th day of April, 2012, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and the Fullerton School District, 1401 West Valencia Drive, Fullerton, California 92833, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WHEREAS, SUPERINTENDENT has been awarded the California Technology Assistance Project (CTAP) grant funds from the State of California for the Educational Technology Program, hereinafter referred to as PROGRAM; and

WHEREAS, the PROGRAM grant requires that SUPERINTENDENT allocate a portion of the PROGRAM grant funds to support the goals and activities of the Educational Technology Program; and

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

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1.0 SCOPE OF WORK. SUPERINTENDENT hereby engages DISTRICT as an independent contractor to perform the following described work and DISTRICT hereby agrees to perform said work upon the terms and conditions hereinafter set forth. Specifically, DISTRICT shall provide the following services as described in the California Technology Assistance Program (CTAP) Grant Winners, Grant Award

1 Specifications for 2012, attached as Exhibit "A" and incorporated
2 herein by reference.

3 1.1 Participants must implement and complete all GRANT
4 activities pursuant to grant applications and project evaluation
5 during fiscal year 2012-2013.

6 1.2 GRANT award money is to be spent only on GRANT activities,
7 equipment, software, materials, subscriptions or any other resources
8 defined in the budget section of the budgets submitted with their
9 winning grants.

10 1.3 The Grant Completion Form, attached as Exhibit "B" and
11 incorporated herein by reference, shall be completed and submitted to
12 SUPERINTENDENT'S designee by or before July 7, 2013.

13 1.4 GRANT winners, recipients or teams will not be eligible
14 to re-apply until one (1) complete grant year has passed since they
15 received their award.

16 2.0 TERM. DISTRICT shall commence providing services under this
17 AGREEMENT on May 1, 2012, and end on June 30, 2012, subject to
18 termination as set forth in this AGREEMENT.

19 3.0 ALLOCATION OF FUNDS. DISTRICT agrees to distribute payment to
20 each DISTRICT school teacher awarded CTAP grant funds to use to
21 purchase cabling, hardware, software, and/or staff development
22 activities. CTAP grant funds will be awarded to the following
23 teachers:

<u>TEACHER/TEAM</u>	<u>SCHOOL</u>	<u>AMOUNT</u>
Patricia Hawkey	Russell Parks Jr. H.S.	\$7,000.00 (team)
Mary Fu Nguyen	Laguna Road Elementary	\$6,972.65 (team)

1 GRANT recipients who leave a school after receiving a GRANT may take
2 any equipment and/or software purchased with the grant funds to any
3 other school within the district, but if he or she should leave the
4 district, retire, take a leave of absence, or otherwise end their
5 employment at the school, the grant equipment and materials shall stay
6 at the last school in which the recipient was employed. Team grants
7 will stay at the school(s) for which they were written, regardless of
8 any recipient movements between school or districts.

9 4.0 PAYMENT.

10 A. DISTRICT shall invoice SUPERINTENDENT for the total amount
11 of the grant award which shall not exceed Thirteen thousand nine
12 hundred seventy-two dollars and sixty-five cents (\$13,972.65) for
13 services to be satisfactorily rendered pursuant to Section 1.0 of
14 this AGREEMENT. The invoice shall be received by SUPERINTENDENT no
15 later than May 31, 2012. DISTRICT shall be solely responsible for
16 reimbursement of any costs due for grant activities, equipment,
17 software, materials, subscriptions or any other resources that exceed
18 the total dollar amount awarded for the GRANT as described above.

19 Payment shall be made to DISTRICT upon receipt and approval of an
20 original numbered invoice in duplicate from DISTRICT which includes
21 the following: 1) a complete description of service to be performed,
22 and 2) date services are to be performed. Supporting documentation
23 shall include, but not be limited to ledgers, journals, time sheets,
24 invoices, bank statements, cancelled checks, receipts, receiving
25 records, and records of services provided. DISTRICT shall direct all
invoices to: Orange County Superintendent of Schools, 200 Kalmus

1 15.0 TERMINATION. This AGREEMENT may be terminated by SUPERINTENDENT
2 or DISTRICT with or without cause, upon the giving of thirty (30) days
3 prior written notice to the other party. Any GRANT funds not used by
4 the DISTRICT prior to the termination date shall be returned to
5 SUPERINTENDENT'S CTAP Program designee by July 30, 2012.

6 16.0 NOTICE. All notices or demands to be given under this AGREEMENT
7 by either party to the other, shall be in writing and given either
8 by: (a) personal service or (b) by U.S. Mail, mailed either by
9 registered or certified mail, return receipt requested, with postage
10 prepaid. Service shall be considered given when received if
11 personally served or if mailed on the third day after deposit in any
12 U.S. Post Office. The address to which notices or demands may be
13 given by either party may be changed by written notice given in
14 accordance with the notice provisions of this section. As of the
15 date of this AGREEMENT, the addresses of the parties are as follows:

16 DISTRICT: Fullerton School District
17 1401 West Valencia Drive
California 92833
Attn: _____

18 SUPERINTENDENT: Orange County Superintendent of Schools
19 200 Kalmus Drive
P.O. Box 9050
20 Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

21 17.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek
22 redress for violation of, or to insist upon, the strict performance
23 of any term or condition of this AGREEMENT, shall not be deemed a
24 waiver by that party of such term or condition, or prevent a
25 subsequent similar act from again constituting a violation of such
term or condition.

1 services for SUPERINTENDENT, except as follows: N/A. DISTRICT shall
2 be required to provide receipts for all travel related expenses.

3 6.0 MATERIALS. DISTRICT shall furnish, at his/her own expense, all
4 labor, materials, equipment, supplies and other items necessary to
5 complete the services to be provided pursuant to this AGREEMENT
6 except as follows: N/A. DISTRICT'S services will be performed,
7 findings obtained, reports and recommendations prepared in accordance
8 with generally and currently accepted principles and practices of
9 his/her profession.

10 7.0 INDEPENDENT CONTRACTOR. DISTRICT, in the performance of this
11 AGREEMENT, shall be and act as an independent contractor. DISTRICT
12 understands and agrees that DISTRICT and all of DISTRICT'S employees
13 shall not be considered officers, employees or agents of the
14 SUPERINTENDENT, and are not entitled to benefits of any kind or
15 nature normally provided employees of the SUPERINTENDENT and/or to
16 which SUPERINTENDENT'S employees are normally entitled, including,
17 but not limited to, State Unemployment Compensation or Workers'
18 Compensation. DISTRICT assumes the full responsibility for the acts
19 and/or omissions of DISTRICT'S employees or agents as they relate to
20 the services to be provided under this AGREEMENT. DISTRICT shall
21 assume full responsibility for payment of all federal, state and
22 local taxes or contributions, including unemployment insurance,
23 social security and income taxes with respect to DISTRICT'S
24 employees.

25 ////

1 8.0 HOLD HARMLESS.

2 A. SUPERINTENDENT agrees to and does hereby indemnify, defend,
3 and hold harmless DISTRICT, its Governing Board, officers, agents and
4 employees from liability and claims of liability for bodily injury,
5 personal injury, sickness, disease, or death of any person or persons,
6 or damage to any property, real personal, tangible or intangible,
7 arising out of the negligent acts or omissions of employees, agents or
8 officers of SUPERINTENDENT or the Orange County Board of education
9 during the period of this AGREEMENT.

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

18 9.0 NON-DISCRIMINATION. DISTRICT agrees that it will not engage in
19 unlawful discrimination in employment of persons because of race,
20 color, religious creed, national origin, ancestry, physical handicap,
21 medical condition, marital status, or sex of such persons.

22 10.0 APPLICABLE LAWS. The services completed herein must meet the
23 approval of the SUPERINTENDENT and shall be subject to the
24 SUPERINTENDENT'S general right of inspection to secure the
25 satisfactory completion thereof. DISTRICT agrees to comply with all
federal, state and local laws, rules, regulations and ordinances that

1 are now or may in the future become applicable to DISTRICT,
2 DISTRICT'S business, equipment and personnel engaged in operations
3 covered by this AGREEMENT or accruing out of the performance of such
4 operations.

5 11.0 PERMITS/LICENSES. DISTRICT and all DISTRICT'S employees or
6 agents shall secure and maintain in force such permits and licenses as
7 are required by law in connection with the furnishing of services
8 pursuant to this AGREEMENT.

9 12.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this
10 AGREEMENT shall not be assigned by the DISTRICT without prior written
11 approval of SUPERINTENDENT.

12 13.0 INSPECTION AND AUDIT. The SUPERINTENDENT and the State of
13 California Department of Education and their respective authorized
14 agents, shall have access, for the purpose of audit or examination,
15 to any records of DISTRICT pertinent to this AGREEMENT. DISTRICT
16 shall maintain records of services provided and financial records for
17 a period of four (4) years, unless such period is waived by
18 SUPERINTENDENT.

19 14.0 TOBACCO USE POLICY. In the interest of public health,
20 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
21 use of any tobacco products are prohibited in buildings and vehicles,
22 and on any property owned, leased or contracted for by the
23 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to
24 abide with conditions of this policy could result in the termination
25 of this AGREEMENT.

1 15.0 TERMINATION. This AGREEMENT may be terminated by SUPERINTENDENT
2 or DISTRICT with or without case, upon the giving of thirty (30) days
3 prior written notice to the other party. Any GRANT funds not used by
4 the DISTRICT prior to the termination date shall be returned to
5 SUPERINTENDENT'S CTAP Program designee by July 30, 2012.

6 16.0 NOTICE. All notices or demands to be given under this AGREEMENT
7 by either party to the other, shall be in writing and given either
8 by: (a) personal service or (b) by U.S. Mail, mailed either by
9 registered or certified mail, return receipt requested, with postage
10 prepaid. Service shall be considered given when received if
11 personally served or if mailed on the third day after deposit in any
12 U.S. Post Office. The address to which notices or demands may be
13 given by either party may be changed by written notice given in
14 accordance with the notice provisions of this section. As of the
15 date of this AGREEMENT, the addresses of the parties are as follows:

16 DISTRICT: Fullerton School District
17 1401 West Valencia Drive
Fullerton, California 92833
Attn: _____

18 SUPERINTENDENT: Orange County Superintendent of Schools
19 200 Kalmus Drive
P.O. Box 9050
20 Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

21 17.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek
22 redress for violation of, or to insist upon, the strict performance
23 of any term or condition of this AGREEMENT, shall not be deemed a
24 waiver by that party of such term or condition, or prevent a
25 subsequent similar act from again constituting a violation of such
term or condition.

1 18.0 SEVERABILITY. If any term, condition or provision of this
2 AGREEMENT is held by a court of competent jurisdiction to be invalid,
3 void, or unenforceable, the remaining provisions will nevertheless
4 continue in full force and effect, and shall not be affected,
5 impaired or invalidated in anyway.

6 19.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall
7 be governed by the laws of the State of California with venue in
8 Orange County, California.

9 20.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
10 attached hereto constitute the entire agreement among the Parties to
11 it and supersedes any prior or contemporaneous understanding or
12 agreement with respect to the services contemplated, and may be
13 amended only by a written amendment executed by both Parties to the
14 AGREEMENT.

15 IN WITNESS WHEREOF, the Parties hereto set their hands.

16 DISTRICT: FULLERTON SCHOOL
17 DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

18 BY: _____
Authorized Signature

18 BY: Patricia McCaughey
Authorized Signature

19 PRINTED NAME: _____

19 PRINTED NAME: Patricia McCaughey

20 TITLE: _____

20 TITLE: Coordinator

21 DATE: _____

21 DATE: April 6, 2012

22 TAXPAYER IDENTIFICATION NUMBER

23 FullertonSD-CTAP-Teacher Award-State(38035)12
24 ZIP6

CONSENT ITEM

DATE: May 1, 2012

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

PREPARED BY: Laura Rydell, Director, Student Support Services

SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND PERRY PASSARO FOR PSYCHOEDUCATIONAL ASSESSMENTS EFFECTIVE MAY 2, 2012 THROUGH JUNE 30, 2012**

Background: Independent contractors are occasionally utilized to provide specialized services that the District determines are necessary to meet student needs. This contractor is a doctorate level clinical psychologist who will conduct psychoeducational assessments for Independent Educational Evaluations.

Rationale: This psychologist will provide a psychoeducational assessment as an Independent Educational Evaluation per a settlement agreement.

Funding: Total cost of this contract is not to exceed \$3,325.00 (0142054201-5805).

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Perry Passaro for psychoeducational assessments effective May 2, 2012 through June 30, 2012.

JM:LR:vr
Attachment

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Fullerton School District, hereinafter referred to as "DISTRICT," and **Perry Passaro, Ph.D.**, 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: **Doctorate level clinical psychologist will conduct psycho educational assessments for Independent Educational Evaluations.**

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on **May 2, 2012** and will diligently perform as required and complete performance by **June 30, 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 Three Hundred Twenty Five Dollars (\$3,325.00).** **The payment shall be made at the rate of Two Hundred Fifty dollars (\$250.00) per quarter hour for services billed, and Two Thousand Seven Hundred Fifty dollars (\$2,750.00) per psycho educational assessment.** 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) 447-7500

CONTRACTOR:
Perry Passaro, Ph.D.
1500 Quail Street, Suite 260
Newport Beach, CA 92660
(949) 222-2848
(949) 863-1148 fax

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 1ST DAY OF MAY 2012.

Fullerton School District

Perry Passaro, Ph.D.

By:

By:

Mitch Hovey, Ed.D., Superintendent

Perry Passaro, Ph.D.

On File
Social Security or Taxpayer
Identification Number

CONSENT ITEM

DATE: May 1, 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 WARRANT NUMBER 1124 FOR THE 2011/2012 SCHOOL YEAR (DISTRICT 48, AMERIGE HEIGHTS)

Background: Board approval is requested for warrant number 1124 for the 2011/2012 school year. The total amount presented for approval is \$1,991.10

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

01	General Fund	<u>\$1,991.10</u>
	Total	\$1,991.10

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

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

Recommendation: Approve/Ratify warrant number 1124 for the 2011/2012 school year (District 48, Amerige Heights).

SH:SM:cr

CONSENT ITEM

DATE: May 1, 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 WARRANT NUMBER 1080 FOR THE 2011/2012 SCHOOL YEAR (DISTRICT 40, VAN DAELE)

Background: Board approval is requested for warrant number 1080 for the 2011/2012 school year. The total amount presented for approval is \$2,025.99.

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

01	General Fund	\$2,025.99
	Total	<u>\$2,025.99</u>

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

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

Recommendation: Approve/Ratify warrant number 1080 for the 2011/2012 school year (District 40, Van Daele).

SH:SM:cr

CONSENT ITEM

DATE: May 1, 2012

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

FROM: Janet Morey, Assistant Superintendent, Educational Services

SUBJECT: APPROVE 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 MAY 30, 2012 THROUGH JUNE 30, 2012

Background: The Board of Trustees approved an Agreement on August 23, 2011 and an Amendment to add Raymond and Woodcrest Schools on April 3, 2012. A recent opportunity for more FSD schools to join the PBIS Cadres resulted in the addition of Orangethorpe School and Parks Junior High School.

Rationale: Approve Orangethorpe School and Parks Junior High School to join the existing Year 1 Cohort to benefit from PBIS trainings in this school year.

Funding: The District is to receive from OCDE grant allocations of \$750.00 per school not to exceed \$1,500.00.

Recommendation: Approve 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 May 30, 2012 through June 30, 2012.

JM:nm
Attachment

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

THIS AGREEMENT, entered into this 16th day of April, 2012, 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."

WITNESSETH:

WHEREAS, SUPERINTENDENT has entered into an Agreement with the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," to offer Positive Behavioral Intervention and Supports and Violence Prevention Education Services to the residents of Orange County; and

WHEREAS, SUPERINTENDENT has entered into an Agreement with the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," to offer Positive Behavioral Intervention and Supports and Violence Prevention Education Services to the residents of Orange County; and

WHEREAS, SUPERINTENDENT is desirous of contracting with DISTRICT, subject to the approval of the County Administrator, hereinafter referred to as "ADMINISTRATOR," for the provision of the replacement of personnel from the designated and approved substitute staff roster to attend trainings in order to comply with the Agreement with COUNTY to provide Positive Behavioral Intervention and Supports (PBIS) Services to the residents of Orange County; and

WHEREAS, DISTRICT is specially trained, experienced and competent to perform the services required, and is agreeable to the rendering of such services according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. ALTERATION OF TERMS

This Agreement, together with Exhibit A, attached hereto and incorporated herein by reference, fully expresses all understanding of SUPERINTENDENT and DISTRICT with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless made in writing and formally executed and approved by SUPERINTENDENT, DISTRICT, and ADMINISTRATOR.

2. COMPENSATION

A. SUPERINTENDENT shall compensate DISTRICT up to a maximum obligation of One thousand five hundred dollars (\$1,500.00) for the term of this Agreement, for services provided as identified herein in Section 12, SERVICES TO BE PROVIDED. **DISTRICT must submit invoices to SUPERINTENDENT no later**

than June 15, 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 Exhibit A 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.

3. COMPLIANCE

A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.

1. SUPERINTENDENT shall ensure that DISTRICT is made aware of the relevant policies and procedures relating to ADMINISTRATOR's Compliance Program, which is referenced herein and is available for download at www.ochealthinfo.com/admin/compliance.

2. DISTRICT shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program and related policies and procedures.

3. SUPERINTENDENT has the option to adhere to ADMINISTRATOR's Compliance Program or establish its own provided it has been approved and accepted by ADMINISTRATOR's Compliance Officer.

4. Upon approval of SUPERINTENDENT's Compliance Program by ADMINISTRATOR's Compliance Officer, DISTRICT shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of SUPERINTENDENT's Compliance Program and related policies and procedures.

5. Failure of DISTRICT to submit its Compliance Program and relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of such notice from SUPERINTENDENT shall constitute grounds for termination of this Agreement as to the non-

complying party.

B. CODE OF CONDUCT - ADMINISTRATOR has developed a Code of Conduct for adherence by ADMINISTRATOR's employees and contract providers.

1. SUPERINTENDENT shall ensure that DISTRICT is made aware of ADMINISTRATOR's Code of Conduct, which is referenced herein and is available for download at www.ochealthinfo.com/admin/compliance.

2. DISTRICT shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of ADMINISTRATOR's Code of Conduct.

3. SUPERINTENDENT has the option to adhere to ADMINISTRATOR's Code of Conduct or establish its own provided it has been approved and accepted by ADMINISTRATOR's Compliance Officer.

4. Upon approval of SUPERINTENDENT's Code of Conduct by ADMINISTRATOR, DISTRICT shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of SUPERINTENDENT's Code of Conduct.

5. DISTRICT shall submit to SUPERINTENDENT a signed acknowledgement and agreement that DISTRICT shall comply with SUPERINTENDENT or ADMINISTRATOR's Code of Conduct.

6. Failure of DISTRICT to timely submit the acknowledgement of SUPERINTENDENT or ADMINISTRATOR's Code of Conduct shall constitute a material breach of this Agreement, and failure to cure such breach within sixty (60) calendar days of such notice from SUPERINTENDENT shall constitute grounds for termination of this Agreement as to the non-complying party.

D. COMPLIANCE TRAINING - SUPERINTENDENT shall make ADMINISTRATOR's General Compliance Training and Provider Compliance Training, where appropriate, available to DISTRICT and its Covered Individuals.

1. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.

2. Such training will be made available to each Covered Individual annually.

3. Each Covered Individual attending training shall certify, in writing, attendance at compliance training. DISTRICT shall retain the certifications. Upon written request by SUPERINTENDENT, DISTRICT shall provide copies of the certifications.

4. EMPLOYEE ELIGIBILITY VERIFICATION

DISTRICT warrants that it shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees, sub-subcontractors and consultants performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. DISTRICT shall obtain, from all employees, sub-subcontractors and consultants performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986,

8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. DISTRICT shall retain all such documentation for all covered employees, subcontractors and consultants for the period prescribed by the law.

5. INDEMNIFICATION

A. DISTRICT agrees to indemnify, defend with counsel approved in writing by SUPERINTENDENT and COUNTY, and hold SUPERINTENDENT and COUNTY, their elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY'S Board of Supervisors acts as the governing Board ("COUNTY INDEMNITIES") harmless from any claims, demands, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by DISTRICT pursuant to this Agreement. If judgment is entered against DISTRICT, SUPERINTENDENT, and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITIES, then DISTRICT, SUPERINTENDENT, and COUNTY agree that liability will be apportioned as determined by the court. None of the parties shall request a jury apportionment.

B. SUPERINTENDENT agrees to indemnify, defend with counsel approved in writing by DISTRICT and COUNTY, and hold DISTRICT and COUNTY, their elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY'S Board of Supervisors acts as the governing Board ("COUNTY INDEMNITIES") harmless from any claims, demands, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by DISTRICT pursuant to this Agreement. If judgment is entered against DISTRICT, SUPERINTENDENT, and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITIES, then DISTRICT, SUPERINTENDENT, and COUNTY agree that liability will be apportioned as determined by the court. None of the parties shall request a jury apportionment.

6. INSPECTIONS AND AUDITS

A. SUPERINTENDENT, ADMINISTRATOR, or any authorized representative of COUNTY shall have access to any books, documents, and records, including but not limited to, financial records of DISTRICT that are directly pertinent to this Agreement, for the purpose of responding to an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance paragraph of this Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided.

B. DISTRICT shall actively participate and cooperate with any person specified in subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this Agreement, and shall provide the above-mentioned persons adequate office space to conduct such evaluation or monitoring.

C. AUDIT RESPONSE

1. Following an audit report, in the event of non-compliance with applicable laws and regulations governing funds provided through this Agreement, SUPERINTENDENT may terminate this Agreement as

provided for in the Termination paragraph or direct DISTRICT to immediately implement appropriate corrective action. A plan of corrective action shall be submitted to SUPERINTENDENT and ADMINISTRATOR in writing within thirty (30) calendar days after receiving notice from SUPERINTENDENT and/or ADMINISTRATOR.

2. If the audit reveals that money is payable from one party to the other, that is, reimbursement by DISTRICT to SUPERINTENDENT, or payment of sums due from SUPERINTENDENT to DISTRICT, said funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from DISTRICT to SUPERINTENDENT, and such reimbursement is not received within said sixty (60) calendar days, SUPERINTENDENT may, in addition to any other remedies provided by law, reduce any amount owed DISTRICT by an amount not to exceed the reimbursement due SUPERINTENDENT.

D. DISTRICT shall forward to SUPERINTENDENT and ADMINISTRATOR a copy of any audit report within fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management, financial, programmatic or any other type of audit of DISTRICT's operations, whether or not the cost of such operation or audit is reimbursed in whole or in part through this Agreement.

7. LICENSES AND LAW

A. DISTRICT shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, State of California, COUNTY, and any other applicable governmental agencies. DISTRICT shall notify SUPERINTENDENT immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of an appeal, permits, licenses, approvals, certificates, waivers and exemptions. Said inability shall be cause for termination of this Agreement.

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

1. DISTRICT agrees to furnish to SUPERINTENDENT within thirty (30) calendar days of the award of this Agreement:

a. A certification that DISTRICT has fully complied with all applicable federal and state reporting requirements regarding its employees;

b. A certification that DISTRICT has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

2. Failure of DISTRICT to timely submit the data and/or certifications required by subparagraphs 1.a. or 1.b. above, or to comply with all federal and state employee reporting requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute grounds for termination of this Agreement.

3. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, or as permitted by federal and/or state statute.

8. NONDISCRIMINATION

A. EMPLOYMENT

1. During the performance of this Agreement, DISTRICT shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. DISTRICT shall warrant that the evaluation and treatment of employees and applicants for employment are free from discrimination in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices from SUPERINTENDENT and/or ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

2. All solicitations or advertisements for employees placed by or on behalf of DISTRICT shall state that all qualified applicants will receive consideration for employment without regard to ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. Such requirement shall be deemed fulfilled by use of the phrase "an equal opportunity employer."

3. Each labor union or representative of workers with which DISTRICT has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or workers' representative of the commitments under this Nondiscrimination paragraph and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

B. PERSONS WITH DISABILITIES - DISTRICT agrees to comply with the provisions of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.A. 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101, et seq.), pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities, as they exist now or may be hereafter amended together with succeeding legislation.

C. In the event of non-compliance with this paragraph or as otherwise provided by federal and state law, this Agreement may be canceled, terminated or suspended in whole or in part and DISTRICT may be declared ineligible for further contracts involving federal, state or county funds.

9. PAYMENTS

A. SUPERINTENDENT shall pay DISTRICT for the actual costs of providing the services hereunder; provided, however, the total of such payments does not exceed DISTRICT'S Maximum Obligation; and provided further, DISTRICT'S costs are reimbursable pursuant to County, State, and Federal Regulations.

B. DISTRICT'S billings shall provide such information as is required by SUPERINTENDENT. Payments to DISTRICT should be released by SUPERINTENDENT no later than thirty (30) calendar days after receipt of the correctly completed billing form.

C. All billings to SUPERINTENDENT shall be supported by DISTRICT, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.

D. SUPERINTENDENT may withhold or delay any payment if DISTRICT fails to comply with any provision of this Agreement.

E. DISTRICT shall not claim reimbursement for services provided beyond the expiration and/or termination of this Agreement, except as may otherwise be provided under this Agreement.

F. DISTRICT shall receive no compensation for the services provided pursuant to this Agreement other than the rate set forth above.

G. DISTRICT shall be required to obtain prior written approval from SUPERINTENDENT'S designated Special Projects staff noted below for any budget adjustments:

Shannon Anderson
Senior Project Accountant
200 Kalmus Drive
Costa Mesa, CA 92626
Telephone: (714)966-4074
Fax: (714)668-7942
Email: sanderson@ocde.us

10. RECORDS MANAGEMENT AND MAINTENANCE

A. DISTRICT, shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements.

B. DISTRICT shall ensure appropriate financial records related to cost reporting, expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

C. DISTRICT shall retain all financial records for a minimum of seven (7) years from the commencement of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.

D. DISTRICT shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange.

E. If DISTRICT is unable to meet the record location criteria above, SUPERINTENDENT and ADMINISTRATOR may provide written approval to DISTRICT to maintain records in a single location, identified by DISTRICT.

11. REPORTS

A. DISTRICT shall be required to submit to SUPERINTENDENT fiscal and/or programmatic reports, as requested by SUPERINTENDENT.

B. Additional Reports: Upon SUPERINTENDENT'S request, DISTRICT shall make such additional reports available, as required by SUPERINTENDENT concerning DISTRICT'S activities as they affect the services hereunder. SUPERINTENDENT shall be specific to the information requested and allow thirty (30) calendar days for DISTRICT to respond.

12. SERVICES TO BE PROVIDED

DISTRICT shall provide the replacement of personnel from the designated and approved substitute roster so personnel can attend trainings to SUPERINTENDENT for the duration of the Agreement in a thorough and timely manner in accordance with Exhibit A of this Agreement.

13. SPECIAL PROVISIONS

A. DISTRICT shall not use the funds provided by means of this Agreement for the following purposes:

1. Making cash payments to intended recipients of services through this Agreement.
2. Supplanting current funding for existing services.
3. Purchase of gifts, meals, entertainment, awards, or other personal expenses for DISTRICT's staff.
4. Making personal loans to DISTRICT's staff or making salary advances or giving bonuses to

DISTRICT's staff.

5. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the Federal Office of Personnel Management (OPM). The OPM Executive Salary Schedule may be found at www.opm.gov.

14. STATUS OF DISTRICT

A. DISTRICT is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement.

B. DISTRICT warrants that it has all necessary licenses required to perform the services required by the terms of this Agreement.

C. DISTRICT is entirely responsible for compensating staff, subcontractors, and consultants employed by DISTRICT. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY, SUPERINTENDENT, and DISTRICT or any of DISTRICT's employees, agents, consultants, or subcontractors. DISTRICT understands and agrees that he/she and all his/her employees shall not be considered officers, employees or agents of SUPERINTENDENT, and are not entitled to benefits of any kind or nature normally provided employees of SUPERINTENDENT and/or to which SUPERINTENDENT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. DISTRICT 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 DISTRICT's employees.

D. DISTRICT assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the course and scope of their employment.

E. DISTRICT, its agents, employees, consultants, or subcontractors, shall not be entitled to any rights or privileges of SUPERINTENDENT or COUNTY employees and shall not be considered in any manner to be SUPERINTENDENT or COUNTY employees.

15. TAX LIABILITY

DISTRICT shall report and pay all applicable federal, state, and local income taxes or similar levies as a result of any monies paid by SUPERINTENDENT under this Agreement. DISTRICT shall indemnify, defend and hold COUNTY and SUPERINTENDENT harmless from all liability, claims, losses, demands, including defense costs and attorney fees, whether resulting from court action or otherwise, in the event that any taxing authority or other agency attempts to obtain from COUNTY or SUPERINTENDENT any such monies, or penalties or interest imposed, resulting from any failure of DISTRICT to comply with the provisions of this paragraph.

16. TERM

The term of this Agreement shall commence on May 30, 2012 and terminate no later than May 30, 2012; provided, however, DISTRICT shall be obligated to perform such duties as would normally extend beyond this term including, but not limited to, obligations with respect to indemnification, audits, reporting, and accounting. This Agreement shall be void unless approved by ADMINISTRATOR.

17. TERMINATION

A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days written notice given the other party.

B. Unless otherwise specified in this Agreement, SUPERINTENDENT may terminate this Agreement upon five (5) calendar days written notice if DISTRICT fails to perform any of the terms of this Agreement. At SUPERINTENDENT's sole discretion, DISTRICT may be allowed up to thirty (30) calendar days for corrective action.

C. SUPERINTENDENT may terminate this Agreement immediately, upon written notice, on the occurrence of any of the following events:

1. The loss by DISTRICT of legal capacity.

2. Cessation of services.

3. The delegation or assignment of DISTRICT's services, operation or administration to another entity without the prior written consent of COUNTY.

7. Unethical conduct or malpractice by any licensed person providing services pursuant to this Agreement; provided, however, COUNTY may waive this option if DISTRICT removes such licensed person from serving persons treated or assisted pursuant to this Agreement.

D. CONTINGENT FUNDING

1. Any obligation of SUPERINTENDENT and COUNTY under this Agreement is contingent upon the following:

a. The continued availability of federal, state and county funds for reimbursement of SUPERINTENDENT's and COUNTY's expenditures, and

b. Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.

2. 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, and SUPERINTENDENT'S fiscal obligations hereunder shall be limited to a pro-rated amount of funding actually received by the SUPERINTENDENT under the grant. SUPERINTENDENT shall provide DISTRICT written notification of such termination. Notice shall be deemed given when received by the DISTRICT or no later than three (3) days after the day of mailing, whichever is sooner.

18. NOTICES. All notices, claims, correspondence, reports, and/or statements authorized or required by this Agreement shall be addressed as follows:

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
P.O. Box 9050
Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

DISTRICT: Fullerton School District
1401 West Valencia Drive
Fullerton, California 92833
Attn: _____

19. TOBACCO USE POLICY. In the interest of public health, SUPERINTENDENT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to SUPERINTENDENT'S Policy 400.15. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.

20. DELEGATION AND ASSIGNMENT. DISTRICT may not delegate the obligations hereunder, either in whole or in part, without prior written consent of SUPERINTENDENT and ADMINISTRATOR. This AGREEMENT shall not terminate or alter the responsibilities of SUPERINTENDENT to COUNTY to assure that all activities and provisions described in COUNTY'S Agreement with SUPERINTENDENT shall be carried out.

21. COMPLIANCE WITH APPLICABLE LAWS. The services completed herein must meet the approval of SUPERINTENDENT and COUNTY, and shall be subject to SUPERINTENDENT's general right of inspection to secure the satisfactory completion thereof. DISTRICT 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 DISTRICT, DISTRICT's business, equipment and personnel engaged in operations covered by this AGREEMENT or occurring out of the performance of such operations.

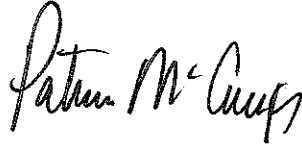
22. NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

23. SEVERABILITY. If any term, condition or provision of this AGREEMENT or application thereof to any person or circumstances is held by a court of competent jurisdiction to be invalid, void, or unenforceable, or if any provision of this AGREEMENT contravenes any federal, state or county statute, ordinance, or regulation, the

remaining provisions of this AGREEMENT or application thereof will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

24. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange, State of California.



April 16, 2012

Authorized Signer

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)

Name of Organization: County of Orange, Health Care Agency
Address: HCA/Contract Development and Management
405 W 5th Street
Santa Ana, CA 92701

EXHIBIT "A"
Fullerton School District
Participating Schools

School **Allocation Per School**

✓ ***PBIS Launch: 5 teachers x 2 schools x 1 day at a substitute reimbursement rate of up to \$150.00 per day***

Substitute reimbursement rate based on actual costs including statutory benefits not to exceed \$150.00 per day.

Year 1 2012-2013 Cadre

Orangethorpe Elementary School	\$750
Parks Junior High School	\$750

DISCUSSION/ACTION ITEM

DATE: May 1, 2012
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE 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: Approve 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 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.

DISCUSSION/ACTION ITEM

DATE: May 1, 2012
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE 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: Approve 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.

DISCUSSION/ACTION ITEM

DATE: May 1, 2012
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
PREPARED BY: Kathleen Carroll, Director, Classified Personnel Services
SUBJECT: **ADOPT RESOLUTION #11/12-27 ELIMINATING IDENTIFIED CLASSIFIED POSITIONS EFFECTIVE JULY 1, 2012**

Background: The formal layoff process, which begins with Board adoption of a resolution, is a traditional process that allows for staffing flexibility as funding sources and/or job tasks are eliminated, reduced, or transferred. Although Education Code 45114 requires adherence to this formal resolution and classified employee notification process, employees identified for layoff are usually transferred into comparable open positions as they become available at the start of a new school year. If an employee is not placed in a comparable position, he/she is allowed to exercise bumping rights and/or be placed on a 39-month reemployment list. If the employee agrees to placement into a position with fewer hours, another 24 months of reemployment rights are provided.

The Board of Trustees must approve a resolution of layoff prior to the implementation of staffing recommendations. Employee notification, bargaining unit negotiation and alternative placement, if necessary, will be made following Board approval. The positions identified for layoff are listed on the attached Resolution #11/12-27.

Rationale: A proposed reduction in District revenue requires the elimination of current and vacant positions. In anticipation of these funding reductions, open positions and future openings due to retirement, resignation, promotion, etc., will be utilized to restore employees placed on layoff.

Funding: Not applicable.

Recommendation: Adopt Resolution #11/12-27 eliminating identified Classified positions effective July 1, 2012.

MLD:KC:ph
Attachment

**FULLERTON SCHOOL DISTRICT
MAY 1, 2012
RESOLUTION NO. #11/12-27**

RESOLUTION FOR ELIMINATION OF CLASSIFIED POSITIONS

WHEREAS, due to lack of funds, the Board of Trustees hereby finds that it is in the best interest of the Fullerton School District that as of July 1, 2012, certain services now being provided by the District be discontinued by the following extent:

Position eliminations:

- 1 – Account Clerk II (elimination of 3.75 hours/day position)
- 3 – Instructional Assistant/BB (elimination of 3.5 hours/day positions)

NOW, THEREFORE, BE IT RESOLVED that as of July 1, 2012, four classified positions shall be eliminated.

BE IT FURTHER RESOLVED, that the Superintendent is authorized and directed to give notice of layoff of the positions and of bumping rights to the affected classified employees of the District, if any.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on this 1st day of May, 2012.

Ayes: _____

Noes: _____

Absent: _____

BOARD OF TRUSTEES OF THE FULLERTON SCHOOL DISTRICT

DATE: _____

BY: _____
Hilda Sugarman, President, Board of Trustees

DATE: _____

BY: _____
Dr. Mitch Hovey, Superintendent

DISCUSSION/ACTION ITEM

DATE: May 1, 2012
TO: Board of Trustees
FROM: Mitch Hovey, Ed.D., District Superintendent
SUBJECT: **APPROVE EXTENSION OF ASSISTANT SUPERINTENDENTS' CONTRACTS THROUGH JUNE 30, 2014**

Background: Each year the Assistant Superintendents are evaluated by the Superintendent based on District/Division Goals. As part of the evaluation, the Superintendent determines any adjustments to their original Contracts. The Superintendent has met to evaluate the three Assistant Superintendents and determined that adjustments would be made to each of their Contracts.

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

Funding: General Fund.

Recommendation: Approve extension of Assistant Superintendents' contracts through June 30, 2014.

MH:cs
Attachments

FULLERTON SCHOOL DISTRICT
AMENDMENT OF BOARD-APPROVED CONTRACT FOR
ASSISTANT SUPERINTENDENT OF PERSONNEL SERVICES

THIS AMENDMENT is made and entered into this 1st day of May 2012, by and between the Board of Trustees of the Fullerton School District of Orange County, California, hereinafter referred to as "Board of Trustees", and Mark Douglas, hereinafter referred to as "Assistant Superintendent".

THIS AMENDS the Board-approved Contract dated May 13, 2008, by and between the Board of Trustees and Assistant Superintendent.

WITNESSETH: The Board of Trustees and Assistant Superintendent hereby agree that the above-referenced Contract be revised to read as follows:

I. Term of Contract

Term of Contract extended to June 30, 2014.

Date: _____

Hilda Sugarman
President, Board of Trustees

Date: _____

Mark Douglas
Assistant Superintendent, Personnel Services

FULLERTON SCHOOL DISTRICT
AMENDMENT OF BOARD-APPROVED CONTRACT FOR
ASSISTANT SUPERINTENDENT OF BUSINESS SERVICES

THIS AMENDMENT is made and entered into this 1st day of May 2012, by and between the Board of Trustees of the Fullerton School District of Orange County, California, hereinafter referred to as "Board of Trustees", and Susan Hume, hereinafter referred to as "Assistant Superintendent".

THIS AMENDS the Board-approved Contract dated June 7, 2011, by and between the Board of Trustees and Assistant Superintendent.

WITNESSETH: The Board of Trustees and Assistant Superintendent hereby agree that the above-referenced Contract be revised to read as follows:

I. Term of Contract

Term of Contract extended to June 30, 2014.

Date: _____

Hilda Sugarman
President, Board of Trustees

Date: _____

Susan Hume
Assistant Superintendent, Business Services

FULLERTON SCHOOL DISTRICT
AMENDMENT OF BOARD-APPROVED CONTRACT FOR
ASSISTANT SUPERINTENDENT OF EDUCATIONAL SERVICES

THIS AMENDMENT is made and entered into this 1st day of May 2012, by and between the Board of Trustees of the Fullerton School District of Orange County, California, hereinafter referred to as "Board of Trustees", and Janet Morey, hereinafter referred to as "Assistant Superintendent".

THIS AMENDS the Board-approved Contract dated July 16, 2008, by and between the Board of Trustees and Assistant Superintendent.

WITNESSETH: The Board of Trustees and Assistant Superintendent hereby agree that the above-referenced Contract be revised to read as follows:

I. Term of Contract

Term of Contract extended to June 30, 2014.

Date: _____

Hilda Sugarman
President, Board of Trustees

Date: _____

Janet Morey
Assistant Superintendent, Educational Services

ACTION ITEM

DATE: May 1, 2012
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Janet Morey, Assistant Superintendent, Educational Services
PREPARED BY: Robert Craven, Director, Technology and Media Services
SUBJECT: **APPROVE REQUESTS FROM HERMOSA DRIVE SCHOOL AND NICOLAS JUNIOR HIGH SCHOOL TO WAIVE LAPTOP SURVEY PERCENTAGE REQUIREMENT FOR INCOMING STUDENTS FOR 2012/2013**

Background: The Fullerton School District practice has been to survey students new to the Laptops for Learning program to validate that at least 90% of families are willing to participate in a lease-purchase agreement or request grant-in-aid to help defray the cost of the laptop.

Parents at schools participating in the Laptops for Learning program were surveyed during the month of April regarding their willingness to enter into a lease-purchase agreement or request grant-in-aid to participate in this program during the 2012/2013 school year. Robert C. Fisler School, with the highest percentage of students in the Laptops for Learning program, currently reports having met the 90% participation in surveys. All of Hermosa Drive's 51 incoming fourth grade parents indicated that they are interested in participating in the program, and 68% are willing to enter a lease-purchase agreement or grant-in-aid. Nicolas Junior High School's seventy incoming seventh graders and current seventh grade students 81% indicated they are interested in participating in the program and 25% are willing to enter into grant-in-aid.

Hermosa Drive and Nicolas Junior High will utilize existing site-owned laptops for students who have indicated that they would like to participate in the program at no cost. If necessary, both schools will support the program with school categorical funds, grants or school and Foundation fund raising activities.

Rationale: The Laptops for Learning Program fits with the vision at each school and the District for providing an innovative, creative, and challenging 21st Century learning environment. The survey percentages at Hermosa Drive and Nicolas Junior High, while not meeting the 90% criterion for students new to the program, still represents significant parent and student support for the Laptops for Learning program.

Funding: No additional cost to sites.

Recommendation: Approve requests from Hermosa Drive School and Nicolas Junior High School to waive laptop survey percentage requirement for incoming students for 2012/2013.

JM:RC:sg

DISCUSSION/ACTION ITEM

DATE: May 1, 2012
TO: Board of Trustees
FROM: Mitch Hovey, Ed.D., District Superintendent
PREPARED BY: Kathy Ikola, Assistant to the Superintendent
SUBJECT: **HOLD DISCUSSION AND TAKE ACTION ON BOARD OF TRUSTEES' MONTHLY STIPEND FOR 2011/2012**

Background: Fullerton School District has experienced severe budgetary concerns requiring reductions and adjustments in its annual budget. In order to meet the District's financial obligations for the 2011-2012 school year, Classified School Employees Association (Chapter #130), Fullerton Elementary Teachers Association, and Fullerton Elementary School Management Association negotiated and approved work calendar reductions of two furlough days. As such, the Board of Trustees has asked to hold discussion regarding possible reduction in the Board member's monthly stipend.

Rationale: Due to the current economic uncertainty, reduction in salary has been necessary to maintain fiscal solvency for the District.

Funding: General Fund.

Recommendation: Hold discussion and take action on Board of Trustees' monthly stipend for 2011/2012.

MH:ki

ADMINISTRATIVE REPORT

DATE: May 1, 2012
TO: Mitch Hovey, Ed.D., District Superintendent
FROM: Mark L. Douglas, Assistant Superintendent, Personnel Services
SUBJECT: “SUNSHINE” FULLERTON ELEMENTARY TEACHERS ASSOCIATION’S (FETA) 2012/2013 PROPOSAL TO NEGOTIATE WITH FULLERTON SCHOOL DISTRICT

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

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

Funding: Not applicable.

Recommendation: “Sunshine” Fullerton Elementary Teachers Association’s (FETA) 2012/2013 proposal to negotiate with Fullerton School District.

MLD:nm
Attachment

Fullerton Elementary Teachers Association, FETA
Sunshine Bargaining Proposal
Bargaining Agreement between the
Fullerton Elementary Teachers Association, FETA
And
the Fullerton School District
April 25, 2012

In compliance with Contractual Language agreed to between FETA and the Fullerton School District, FETA is presenting to the public it's intent to re-open negotiations under the following articles:

Article 8 Hours of Employment

Article 9 Work Year

Article 13 Leaves of Absence

Article 14 Class Size

Article 16 Salaries

Article 20 Teacher Discipline