

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

REGULAR MEETING OF THE BOARD OF TRUSTEES
NOTICE TO THE PUBLIC

REGULAR BOARD MEETINGS OF THE BOARD OF TRUSTEES are held in the District Administration Building Board Room, unless otherwise noted, at 5:00 p.m. with closed session, 6:00 p.m. open session. Board meetings are scheduled once during the months of January, February, March, April, May, July, August, October, and November, and twice during the months of June, September, and December. 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, individual speakers shall be allowed three minutes to address the Board on each agenda or non-agenda item. The Board limits the total time for public input on each item to 20 minutes. The total time allowed for public comment shall be 30 minutes. Public comments about an item that is on the agenda will be heard at the time the agenda item is considered by the Board. Public comments about an item that is not on the posted agenda will be heard at the beginning of open session when called upon by the Board President. No action or discussion may take place on an item that is not on the posted agenda except as expressly authorized by law. Since the Board cannot take action on items that are not on the agenda, such items will be referred to the Superintendent for handling. Board Members may request that any item be placed on a future agenda for further discussion. The Board President and Superintendent will determine the best time to place an item on the agenda. Persons wishing to address the Board are invited to complete and submit a "request to speak" slip to the Executive Assistant. These slips are available at the reception counter.

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

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

FULLERTON SCHOOL DISTRICT
Minutes of the Regular Meeting of the Board of Trustees
Tuesday, April 14, 2015
5:30 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

Call to Order and Pledge of Allegiance – Board Room

Trustee Hilda Sugarman called a Regular meeting of the Fullerton School District Board of Trustees to order at 5:30 p.m. and Carmen Serna, Executive Assistant to the Superintendent, led the pledge of allegiance to the flag.

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

Administration present: Dr. Robert Pletka, Dr. Craig Bertsch, Mrs. Emy Flores, Mrs. Susan Hume

Recess to Closed Session – Agenda

At 5:31 p.m., the Board recessed to Closed Session for: • Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957].

Open Session, Call to Order, Pledge of Allegiance, Report from Closed Session – Board Room

Board President Thompson reconvened the Board Meeting at 6:13 p.m. and Jarrett Moline, Fern Drive student council member, led the pledge of allegiance to the flag. There was no report from closed session.

Introductions/Recognitions

Julie Brandon, Principal at Fern Drive Elementary School, gave a presentation regarding Fern Drive's many programs and activities. Dane Soaper, Tracy Garland, Christopher Goldman, Clavin Buell (Student Council members) assisted Mrs. Brandon in the presentation.

Hermosa Drive teachers, Alice Cha, Marcie Stanislaw, and Alison Garcia were honored by Stantec, an engineering firm, and the Anaheim Ducks with a 3D printer, work station, and curriculum. The teachers and students participated in a STEM challenge sponsored by Stantec.

Lauralyn Eschner, Coordinator for All the Arts for All the Kids, introduced, DawnMarie Kotsonis. The All the Arts for All the Kids Foundation presented the Fullerton School District a check for \$58,000 to continue supporting the arts program for students.

Kathy Ikola, Coordinator of Child Welfare and Attendance, presented the Catch me at My best Recipients for the months of March/April 2015: Peter Farquhar (Parks JHS), Phil Ling (Parks JHS), Katherine Vidales (Parks JHS), Orba Smith (Parks JHS), Tim Sorenson (Parks JHS), Julianne Lee (Robert C. Fisler School), Katie Duchsherer (Orangethorpe School), Sara Gearhart (Technology and Media Services), and Konki Jarvis (Parks JHS).

Presentation

Lauralyn Eschner shared a keynote presentation on the Arts Education Program in the Fullerton School District. She shared information with the Board regarding Project CREATE and the impact the program made on students and teachers.

Public Comments

No public comments.

Superintendent's Report

He thanked the Anaheim Ducks for their partnership with Hermosa Drive School. Dr. Pletka thanked Robin Gilligan, Principal at Hermosa Drive School, and her staff for their hard work in making this partnership a success. He also thanked Lauralyn Eschner and All the Arts for All the Kids Foundation for their ongoing support towards arts education. Dr. Pletka congratulated Emy Flores, Assistant Superintendent of Educational Services, for recently obtaining her doctorate degree from the University of Southern California. Dr. Pletka presented Dr. Flores a bouquet of flowers for her accomplishment.

Information from the Board of Trustees

Trustee Meyer– She reported she is very excited about the Anaheim Ducks partnership with Hermosa Drive Elementary School; three events have been planned for Hermosa Drive and the donation from the Anaheim Ducks. She congratulated new hires; she has been enjoying attending open houses at the sites; she thanked Nicolas JHS, Richman and Golden Hill Schools for participating in Faces of Fullerton; she shared OCDE is presenting the Fullerton School District the Outstanding Contributions to Education Award; she shared LOVE Fullerton is on May 9; she reported Harold Sullivan, retiring Principal at Laguna Road School, will be receiving the Lifetime Achievement Award at CSUF; the Fullerton Education Foundation cut-a-thon will be held on May 19.

Trustee Berryman – She shared Fern Drive Elementary School had a new sign donated to the school and thanked the Maintenance and Operations department for their support in installing the sign. She also thanked Fullerton Airport for hosting the FSD Take Flight competition on April 7; she also thanked Assemblywoman Young Kim for spending half a day visiting Beechwood and Maple Schools to learn more about common core standards.

Trustee Sugarman– She announced the Fullerton Education and the Fullerton Technology Foundation have officially merged into one foundation named the Fullerton Education Foundation. She thanked the Anaheim Ducks for their partnership with Hermosa Drive Elementary and commented on the importance of interpersonal relationships. She shared about an FSD teacher and her creative teaching involving her classroom students collaborating with other students from other states. The cut-a-thon fundraiser event for the Fullerton Education Foundation will be held on April 19. She thanked Executive Cabinet for their hard work in finding the right individuals for the Principal positions.

Trustee Thornley– She shared the Take Flight contest was very successful and fun event.

President Thompson – He complimented his fellow Board Members for attending school events and advocating for the best interest of students. President Thompson also commended Dr. Pletka for being an outstanding leader.

Information from PTA, FETA, CSEA, FESMA

PTA Council – no report.

FETA – Kristin Montoya – She congratulated Teachers of the Year across the District. SBAC testing is currently being taken by students or in the near future. The PAL partnership between the District and the associations is moving forward at a rapid pace. She was happy to report she, Dr. Pletka, Trustee Sugarman, and Al Lacuesta will be attending the California Labor Management Initiative (CLMI) in San Diego on May 8-9, 2015.

CSEA– Al Lacuesta – He reported CSEA is looking forward to the PAL partnership opportunity and for him attending CLMI; the CSEA Banquet will be held on May 2 at HOTEL Fullerton.

FESMA – Susan Mercado- She reported members from the FESMA Board attended ACSA's legislative action day. She shared Principals are finishing the year strong and focusing on the importance of relationships.

Information Items

The District Activities Calendar is available at the following URL:

<http://www.fullertonsd.org/district/calendar/#gsc.tab=0>

President Thompson suggested and it was agreed to remove the District Activities Calendar URL from the Board agenda.

Approve Minutes

Moved by Hilda Sugarman, seconded by Lynn Thornley and carried 4-0 to approve the minutes of the Regular Meeting on March 10, 2015 (Trustee Meyer abstained because she was not present at the meeting)

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

Consent Items

Moved by Hilda Sugarman, seconded by Janny Meyer and carried 5-0 to approve the consent items including revised consent item #1a.

Regarding consent item #1a: Trustee Sugarman applauded Harold Sullivan for his 41 years of dedicated service to Fullerton School District and specifically the 33 years of service to Laguna Road Elementary.

Revised consent item #2a included the hiring of the following personnel: Elizabeth Leon (Principal at Acacia School), Juleen Faur (Principal at Rolling Hills School), Ryan Weiss- Wright (Principal at Laguna Road School), and Rudolph Torres (Principal at Nicolas JHS). It also included promotion of the following personnel: Julienee Lee (Principal at Robert C. Fisler School), Danielle Ramirez (Principal at Hermosa Drive Elementary), Jaime Ann Hopton (Principal at Golden Hill School), and Robin Gilligan (Director III/Student Support Services)

All new hires and promotions for revised consent item #1 are effective July 1, 2015.

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 I22B0010, I22C0135 through I22C0143, I22D0785 through I22D0911, I22M0218 through I22M0241, I22R0775 through I22R0866, I22V0158 through I22V0174, and I22X0346 through I22X0356 for the 2014/2015 fiscal year.
- 1d. Approve/Ratify Nutrition Services purchase orders numbered 170794 through 170909 for the 2014/2015 school year.
- 1e. Approve/Ratify warrants numbered 97147 through 97613 for the 2014/2015 school year.
- 1f. Approve/Ratify Nutrition Services warrants numbered 10766 through 10822 for the 2014/2015 school year.
- 1g. Approve/Ratify Classified Personnel Report.
- 1h. Approve Classified tuition reimbursement.
- 1i. Adopt Resolutions numbered 14/15-B037 through 14/15-B040 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 warrant number 1098 for the 2014/2015 school year (District 40, Van Daele).
- 1k. Approve/Ratify warrant number 1156 for the 2014/2015 school year (District 48, Amerige Heights).
- 1l. Approve agreement with Anacal Engineering Company for engineering and surveying services, effective April 14, 2015 through June 30, 2015.
- 1m. Approve request to go out to bid for paving repairs at various school sites.
- 1n. Approve Independent Contractor Agreement between Fullerton School District and Lauren Valentine for Atelier Studio instruction at Raymond School between April 20, 2015 and May 18, 2015.
- 1o. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 3 (January 1, 2015-March 31, 2015).
- 1p. Approve Fieldwork Agreement between Fullerton School District and Brandman University to commence July 1, 2015 through June 30, 2018.
- 1q. Adopt Resolution #14/15-15 proclaiming May 17 – 23, 2015 as "Classified School Employee Week" in the Fullerton School District.
- 1r. Adopt Resolution #14/15-16 proclaiming May 13, 2015, as "Day of the Teacher" in the Fullerton School District.
- 1s. Approve/Ratify Nonpublic Agency (NPA) master contract between Fullerton School District and Autism Spectrum Consultants for contracted services effective March 12, 2015 through June 30, 2015.

1t. Approve Sam Ricchio, Technology & Media Services, to attend the Computer and Enterprise Investigations Conference in Las Vegas, Nevada, from May 18 – 21, 2015.

1u. Approve Trish Behlings and Beci Weed, Technology & Media Services, to attend the PowerSchool Users Group (PSUG) National Information Exchange & Vendor Expo in Las Vegas, Nevada, from July 27 – 30, 2015.

1v. Approve attendance for six staff members in Educational Services to attend the International Society for Technology in Education (ISTE) conference in Philadelphia, Pennsylvania from June 28 – July 1, 2015.

1w. Approve Addendum between Fullerton School District and GoGo Labs, Inc., for additional time for the 3D Game Lab Consultant to extend through the end of the 2014/2015 school year.

1x. Approve Independent Contractor Agreement between Fullerton School District and Alas Media to provide professional staff development to K-8 grade teachers on September 4, 2015.

1y. Approve teachers from Valencia Park School to attend the iPadpalooza conference in Austin, Texas from June 22–25, 2015.

1z. Approve Kyle Morita, teacher at Ladera Vista Junior High School, to attend “Science Olympiad Summer Institute” in Phoenix, Arizona, from July 13-17, 2015.

1aa. Approve Independent Contractor Agreement between Fullerton School District and Leadership Associates for Board/Superintendent evaluation to be conducted on April 21, 2015.

1bb. Approve Memorandum of Understanding (MOU) between Fullerton School District and Team Kids effective April 15, 2015 through May 29, 2015.

Discussion/Action Items

2a. Approve Fullerton School District’s 2015/2016 proposal to negotiate with California School Employees Association (CSEA), Chapter 130.

It was moved by Janny Meyer, seconded by Lynn Thornley and carried 5-0 to approve Fullerton School District’s 2015/2016 proposal to negotiate with California School Employees Association (CSEA), Chapter 130.

2b. Approve Fullerton School District’s 2015/2016 proposal to negotiate with Fullerton Elementary Teachers Association.

It was moved by Janny Meyer, seconded by Lynn Thornley, and carried 5-0 to approve Fullerton School District’s 2015/2016 proposal to negotiate with Fullerton Elementary Teachers Association.

2c. Approve Fullerton Elementary Teachers Association’s 2015/2016 proposal to negotiate with Fullerton School District.

It was moved by Hilda Sugarman, seconded by Lynn Thornley, and carried 5-0 to approve Fullerton Elementary Teachers Association’s 2015/2016 proposal to negotiate with Fullerton School District.

2d. Approve increase to substitute pay rate effective the 2015/2016 school year.

Dr. Craig Bertsch, Assistant Superintendent of Personnel Services, gave a presentation regarding substitute rates across several districts. Fullerton School District’s current rate of \$100 daily rate and \$125 long-term daily rate is one of the lowest paid within surrounding districts. Discussion was held on benefits of increasing substitute rate to \$120 daily rate and \$145 long-term daily rate. It was then moved by Beverly Berryman, seconded by Janny Meyer, and carried 5-0 to approve increase to substitute pay rate effective the 2015/2016 school year. It was requested by the Board to receive an update a year from now about the benefits of FSD increasing the substitute rate.

Administrative Report

3a. "Sunshine" California School Employees Association's (CSEA) Chapter 130, proposal to negotiate with Fullerton School District for the 2015-2018 successor agreement.

First reading of California School Employees Association's (CSEA) Chapter 130, proposal to negotiate with Fullerton School District for the 2015-2018 successor agreement. The Board will taken action on the May 12, 2015 Board meeting.

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

No requests.

Adjournment

President Thompson adjourned the Regular meeting on April 14, 2015 at 7:59 p.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Special Meeting of the Board of Trustees
Tuesday, April 21, 2015
5:30 p.m. Closed Session
District Administration Offices Board Room
1401 W. Valencia Drive, Fullerton, California

Minutes

Call to Order and Pledge of Allegiance

President Thompson called a Special meeting of the Fullerton School District Board of Trustees to order at 5:34 p.m. and President Thompson led the pledge of allegiance.

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

Administration present: Dr. Robert Pletka, Superintendent

Guest Present: Dr. Rich Thome, Leadership and Associates

Closed Session

• Public Employee Performance Evaluation Title: District Superintendent, Board Representative Chris Thompson [Government Code section 54954.5].

Adjournment

President Thompson adjourned the Special meeting on April 21, 2015 at 7:05 p.m.

Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT
Agenda for Regular Meeting of the Board of Trustees
Tuesday, May 12, 2015
5:00 p.m. Closed Session, 6:00 p.m. Open Session
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

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

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 – Dr. Craig Bertsch [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. – Open Session, Call to Order, Pledge of Allegiance

Public Comments/Persons Addressing the Board – Policy

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

Introductions/Recognitions

- Fernando Rojas, Valencia Park and Parks JHS alumni
- Hermosa Drive School Report
- Railroad Days Poster Contest
- 2015 Classified School Employees of the Year

Reception

New administrative hires

Presentation

STEM Report

Public Comments

Superintendent’s Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

Approve Minutes

Regular Meeting April 14, 2015 and Special Meeting April 21, 2015

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 I22B0011, I22C0144 through I22C0153, I22D0912 through I22D1085, I22M0242 through I22M0267, I22R0867 through I22R1034, I22S0013 through I22S0014, I22V0175 through I22V0215, I22X0357 through I22X0379, and I22Y0051 for the 2014/2015 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 170910 through 170995 for the 2014/2015 school year.

1e. Approve/Ratify warrants numbered 97614 through 98236 for the 2014/2015 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 10823 through 10859 for the 2014/2015 school year.

1g. Approve/Ratify Classified Personnel Report.

1h. Approve Classified tuition reimbursement.

1i. Approve Independent Contractor Agreement between Fullerton School District and Vanessa Crocini dba 2503 Productions for video production of Child Development Programs between May 14, 2015 and June 30, 2015.

1j. Approve Independent Contractor Agreements with Boys and Girls Clubs of Fullerton and City of Fullerton for services provided in support of Proposition 49 Grant-Funded After School Education and Safety Program for July 1, 2015 through June 30, 2016.

1k. Approve Memorandum of Understanding (MOU) between Fullerton School District and Azusa Pacific University (APU) to commence July 1, 2015 through June 30, 2020.

1l. Approve out-of-state conference for Opal School Summer Symposium on June 18-20, 2015, in Portland, Oregon.

1m. Adopt Resolutions numbered 14/15-B041 through 14/15-B046 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

1n. Approve/Ratify warrants numbered 1157 through 1158 for the 2014/2015 school year (District 48, Amerige Heights).

1o. Approve/Ratify Amendment #3 to Contract #38018 with the Orange County Department of Education (OCDE) for implementation and software support of the SunGard Bi-Tech System for fiscal year

2015/2016.

1p. Approve/Ratify agreement with AvcoGas Propane Sales & Services for propane supply and dispensing equipment lease, effective May 12, 2015 through May 12, 2020.

1q. Award a contract to KYA Services, LLC, pursuant to the State of California Multiple Award Schedules (CMAS) Contract Number 4-14-72-0057A, for the purchase of flooring and associated services as needed throughout the District.

1r. Approve Independent Contractor Agreement between Fullerton School District and Rodger Bybee for 5E Instructional Model Workshop for iPersonalize to be held on June 8-9, 2015.

1s. Approve/Ratify the purchase of technology equipment and peripherals Districtwide by the Fullerton School District from Magnolia School District's Piggybackable Bid MSIT3, #I-23-2014/15, awarded to CDW Government, LLC.

1t. Approve rejection of claims numbered LBI1500637 DD and LBI1500794 DD.

1u. Approve Independent Contractor Agreement between Fullerton School District and Blank Canvas LA to install two murals in the media Center and library at Woodcrest School, effective June 1 through June 26, 2015.

1v. Approve Declaration of Need for Fully Qualified Educators for the 2015/2016 school year.

1w. Approve Independent Contractor Agreement between the Fullerton School District and Valerie Spolsky to complete a comprehensive position study for the Personnel Technician in the health benefits work unit between May 13, 2015 and June 30, 2015.

1x. Approve increase to home to school transportation bus pass prices beginning with the 2015/2016 school year.

1y. Approve school grounds and park facilities joint use agreement with the City of Fullerton, effective June 1, 2015 through June 30, 2016, automatically renewable each July 1.

1z. Approve agreement with Boys & Girls Clubs of Fullerton for the operation of school-aged youth development programs, effective May 13, 2015 through June 30, 2016, automatically renewable every June 30.

1aa. Approve Services Agreement and Supplement #1 to the Services Agreement between Fullerton School District and InfoSnap for online registration effective for the upcoming 2015/2016 and 2016/2017 school years.

1bb. Approve Agreements between Fullerton School District and the Assistance League of Fullerton for Operation School Bell, Vision Screening, and the Vision Referral Project from June 1, 2015 through May 31, 2018.

1cc. Approve/Ratify Independent Contractor Agreement between Fullerton School District and Jenel K.E. Lao, Ed.D., to provide professional grant writing services beginning April 27, 2015 and ending on May 29, 2015.

1dd. Approve/Ratify Independent Contractor Agreement between Fullerton School District and The Great Books Foundation to provide a one-day blended teacher training for Sunset Lane and additional teachers on May 4, 2015.

1ee. Approve 2015-2018 Service Agreement between Fullerton School District and Paradigm Healthcare Services for Medi-Cal and Medi-Cal Administrative Activities (MAA) Billing Claims effective July 1, 2015 through June 30, 2018.

1ff. Approve Independent Contractor Agreement between Fullerton School District and Lisa Highfill to provide professional development training during the week of June 8-12, 2015.

1gg. Approve Independent Contractor Agreement between Fullerton School District and Argumentation and Communication Leadership Academy (ACLA) for coaching and support for the 2014/2015 school year at Ladera Vista Junior High School.

1hh. Approve/Ratify Nonpublic School (NPS) Agreement between Fullerton School District and Speech and Language Development Center (SLDC) effective April 13, 2015 through June 30, 2015.

1ii. Approve/Ratify agreement with Schneider Electric Buildings Americas, Inc., for Proposition 39 Investment Grade Audit pursuant to Request for Proposal No. FSD-14-15-GFR-01.

Administrative Reports

3a. Local Control Accountability Plan (LCAP) and Annual Update.

3b. First Reading Revised Board Policy 5141.33 Head Lice/Pediculosis: No Lice Policy

Discussion/Action Items

2a. Approve California School Employees Association's (CSEA), Chapter 130, proposal to negotiate with Fullerton School District for the 2015-2018 successor agreement.

2b. Approve Fifth Amendment to the Superintendent's contract of June 23, 2012.

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, June 9, 2015, at 6:00 p.m. in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

CONSENT ITEM

DATE: May 12, 2015
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Craig C. Bertsch, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE/RATIFY CERTIFICATED PERSONNEL REPORT

Background: The following document reflects new hire(s), extra duty assignment(s), reduced workload per education code 44922, retirement(s), resignation(s), leave of absence(s), unpaid administrative leave of absence(s), and paid administrative leave of absence(s).

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

CCB:ad
Attachment

**FULLERTON SCHOOL DISTRICT ASSIGNMENT OF CERTIFICATED PERSONNEL PRESENTED TO
THE BOARD OF TRUSTEES ON MAY 12, 2015**

NEW HIRE(S)

NAME/NAMES	ASSIGN/LOCATION	ACTION	COST CENTER	EFFECTIVE DATE
Brittney Berry	Substitute Teacher	Employ	100	04/08/2015
Annalee Bosler	Substitute Teacher	Employ	100	03/30/2015
Kirstie Garcia	Substitute Teacher	Employ	100	04/02/2015
Jennifer Gomez	Substitute Teacher	Employ	100	03/30/2015
Laura Gomez	Substitute Teacher	Employ	100	04/15/2015
Grace Park	Substitute Teacher	Employ	100	04/02/2015
Amber Rowlands	Substitute Teacher	Employ	100	04/01/2015
Cathleena Valdivia	Substitute Teacher	Employ	100	04/27/2015
Breana Victoria	Substitute Teacher	Employ	100	04/23/2015
Kaitlyn Villa	Substitute Teacher	Employ	100	04/03/2015
Kailee Walker	Substitute Teacher	Employ	100	04/16/2015

EXTRA DUTY ASSIGNMENT(S)

2014/2015 Spring BTSA Induction Program Support Provider Stipend

Approve \$1,500.00 for participating Support Providers for two BTSA/Induction participating teachers from general fund budget 013555223-1901, for the following certificated personnel:

Jennifer Brkich	Jennifer Schaller	Shawn Moen
Shalimar Licon	Stephanie Olsen	Jessica DiLuigi
Julie Sanchez	Marcy Rowatt	
James Gordon	Jessica Humes	

Approve \$750.00 for participating Support Providers for one BTSA/Induction participating teachers from general fund budget 013555223-1901, for the following certificated personnel:

Jeannette Nunez	Orba Smith	Amy Andi
Gina Ortiz	Amy Elwood	Elizabeth Zoellner
Carol Watts	Andrea Calvo	Cindy Wilson
Vicki Lawhorn	Laura Hohn-Mack	Linda Wingfield
Kristin Montoya	Christina Gilstrap	Vikki Weber
Mark Bornstein	Leah Yamamoto	Debbie Kojima
Ana Arrellano-Hernandez	Jennifer Maloney	Jeannette O'Toole
Nancy Regitz	M. Terry Radzai-Sanchez	Jenny Chun
Nancy Henderson	Shelley Behrns	Debbie Hutchison
Carly Phillips	Kimberly Stewart	Casey Nicholson

**FULLERTON SCHOOL DISTRICT ASSIGNMENT OF CERTIFICATED PERSONNEL PRESENTED TO
THE BOARD OF TRUSTEES ON MAY 12, 2015**

EXTRA DUTY ASSIGNMENT(S) -CONTINUED

Approve \$100.00 for participating as BTSA presenter on March 17, 2015 teachers from general fund budget 013555223-1901 , for the following certificated personnel:

Pablo Diaz
Ann Kozma

Kyle Myers
Isabella Wasaznik

Alina Mills
Kim Stewart

Children and Families Commission of Orange County

Approve stipend, stipend amounts indicated below, effective February 1, 2015 through February 28, 2015 from budget number 0139252391-1901 for participation in Early Developmental Index Project for the following certificated personnel:

Cari Bailey (\$416.00)
Natalie Alcaraz (\$469.55)
Jose Perez (\$465.92)
Lisa McMillian (\$432.64)
Luann Grismer (\$449.28)
Houria Hall (\$449.28)
Eva Arreola (\$582.40)
Francisco Sandoval (\$465.92)
Janice Nelson (\$133.12)

Amanda Klein (\$332.80)
Pamela Keller (\$83.20)
Marisol Hernandez (\$432.64)
Barbara Crockett (\$449.28)
Christine Link (\$465.92)
Shelley Behrns (\$465.92)
Stephanie Olsen (\$549.12)
Teresa Green (\$532.48)
Casey Cox (\$523.73)

Leslie Taylor (\$599.04)
Ingrid Labutis (\$599.04)
Susan Stack-Kitley (\$199.68)
Darlene Naslund (\$449.28)
Susan Irwin (\$399.36)
Marissa Varela (\$549.12)
Carie Thomas (\$549.12)
Evelin Hernandez (\$599.04)

Early Retirement Notice Incentive

Approve \$500 stipend, from budget numbers indicated below, for formal retirement notification to Certificated Personnel on or before April 1, 2015, for the following certificated personnel:

Jennifer Kester (0112154101-1100)
Ginger Hunt (0110026101-1100)
Barbara Crockett (0110021101-1100)
Rebecca Cash (0110012101-1100)
Carol Huggins (0110010101-1100)
J. Suzanne Lee (0110015101-1100)

Marcy Fry (0110026101-1100)
Eunice Bustamante (1231019101-1100)
Joy Silva-Rovira (0110028101-1100)
Karen Whisnant (0140310271-1300)
Tracy S Ramont (0113054101-1100)
Harold Sullivan (0140318271-1300)

Personalized Learning Workshop

Approve contractual hourly rate per FETA agreement, not to exceed 40 hours, effective June 8-12, 2015 from budget #100 for the Personalized Learning Workshop for the following certificated personnel:

Mary Smith
Tricia Hyun
Kim Barr
Julia Barr
Robyn Clemente
Nancy Waggoner
Carlos Donnelly

Paul Clemente
Susan Chu
Ivy Ninofranco
Kyle Morita
Shannon Glasby
Cynthia Rounds
Phil Ling

**FULLERTON SCHOOL DISTRICT ASSIGNMENT OF CERTIFICATED PERSONNEL PRESENTED TO
THE BOARD OF TRUSTEES ON MAY 12, 2015**

REDUCED WORKLOAD PER EDUCATION CODE 44922

NAME	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
Patricia Kawaguchi	2 nd Grade / Fern Drive	Reduced Workload per Ed. Code 44922 @ 50%	8/06/2015

RETIREMENT(S)

NAME	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
Eunice Bustamante	Preschool / Woodcrest	Retirement	5/28/2015
Mercedes Merrell	1 st Grade / Richman	Retirement	5/28/2015
Karen Whisnant	Principal / Acacia	Retirement	6/12/2015

RESIGNATION(S)

NAME	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
Suzanne Welty	Speech Therapist / Student Support Services	Resign	5/28/2015
Elizabeth Rivas	Adaptive Physical Education / Woodcrest	Resign	5/28/2015
Kimberly Roncevich	Dance / Nicolas Jr. High	Resign	4/30/2015
Emily Chiu	Kindergarten / Sunset Lane	Resign	5/28/2015
Juliana Nam	3 rd Grade (50%) / Valencia Park	Resign	5/28/2015
Margaret Tass	SDC Mild/Moderate / Hermosa Dr.	Resign	4/16/2015

LEAVE OF ABSENCE(S)

NAME	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
Patricia Leibrecht	6 th Grade / Valencia Park	Leave of Absence	4/06/2015 - 5/28/2015
Amanda Haselton	Adaptive Physical Education / Woodcrest	Leave of Absence	5/05/2015 - 5/28/2015
Alisha Martin	Science / Parks Jr. High	Leave of Absence	4/06/2015 - 5/28/2015
Lorraine Gire	Kindergarten / Beechwood	Leave of Absence	4/30/2015 - 5/28/2015
Mark Bornstein	1 st Grade / Woodcrest	Leave of Absence	8/06/2015 - 5/26/2016
Darcy Blake	Language Arts/ Ladera Vista	Leave of Absence	8/06/2015 – 5/26/2016

**FULLERTON SCHOOL DISTRICT ASSIGNMENT OF CERTIFICATED PERSONNEL PRESENTED TO
THE BOARD OF TRUSTEES ON MAY 12, 2015**

UNPAID ADMINISTRATIVE LEAVE OF ABSENCE(S)

NAME	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
3933	SDC Mild / Moderate / Parks Jr. High	Unpaid Leave of Absence	4/30/2015

PAID ADMINISTRATIVE LEAVE OF ABSENCE(S)

NAME	ASSIGN/LOCATION	ACTION	EFFECTIVE DATE
1832	Math / Nicolas Jr. High	Paid Leave of Absence	5/08/2015

This is to certify that this is an exact copy of the Certificated Personnel Report approved and recorded in the minutes of the meeting of the Board of Trustees on May 12, 2015.

Clerk/Secretary

CONSENT ITEM

DATE: May 12, 2015

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

FROM: Susan Hume, Assistant Superintendent, Business Services

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

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

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

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

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

SH:gs
Attachment

FULLERTON SCHOOL DISTRICT

Gifts: May 12, 2015

SITE	DONOR	RELATIONSHIP	DONATION	PURPOSE	AMOUNT
Acacia	Acacia Elementary School Foundation	Community Partner(s)	monetary donation	for the school	\$56.18
Acacia	Acacia PTA		monetary donation	Outdoor Ed	\$1,714.48
Acacia	Acacia PTA		monetary donation	for the school	\$673.00
Acacia	Kroger	Community Partner(s)	monetary donation	for the school	\$37.96
Acacia	Tritone Music Academy	Community Partner(s)	monetary donation	for the school	\$152.00
Beechwood	Beechwood School Foundation	Community Partner(s)	monetary donation	Experiential Learning, STEM, music/arts, media, teacher collaboration	\$30,500.00
Beechwood	Beechwood School PTSA		monetary donation	OSS camp scholarship	\$180.00
Business Services	Fullerton Republican Women Federated	Community Partner(s)	monetary donation	flags for various schools	\$100.00
Commonwealth	Ebell Club of Fullerton	Community Partner(s)	monetary donation	6th Grade end-of-year activities	\$1,500.00
Commonwealth	Target	Community Partner(s)	monetary donation	for the school	\$225.83
Fern Drive	Fullerton Technology Foundation	Community Partner(s)	monetary donation	technology	\$2,284.86
Fine Arts	McCoy Mills Ford	Community Partner(s)	monetary donation	All the Arts for All the Kids Program	\$1,000.00
Laguna Road	EHF	Community Partner(s)	monetary donation	OSS camp	\$942.50
Laguna Road	Fullerton Elks Lodge 1993	Community Partner(s)	monetary donation	P.E. supplies	\$100.00
Laguna Road	Garden Fresh Restaurant Corp.	Community Partner(s)	monetary donation	field trip	\$197.59
Laguna Road	Laguna Road PTA	Community Partner(s)	monetary donation	classroom enrichment	\$7,352.37
Maple	Maple PTA		monetary donation	6th Grade Outdoor Science Camp	\$1,308.50
Orangethorpe	William Powell	Community Partner(s)	Ibañez guitar	for the school	
Parks J.H.	Sang Wook Kwak	Parent(s)	monetary donation	for science	\$100.00
Parks J.H.	Parks Foundation for Education	Community Partner(s)	monetary donation	sports	\$500.00
Parks J.H.	Raytheon	Community Partner(s)	monetary donation	needlecraft projects	\$500.00
Raymond	Raymond PTA		monetary donation	media library	\$923.07
Richman	Fullerton Technology Foundation	Community Partner(s)	monetary donation	for the school	\$12,008.00
Rolling Hills	Farrell's Ice Cream Parlor	Community Partner(s)	monetary donation	school supplies	\$232.78
Rolling Hills	Fullerton Technology Foundation	Community Partner(s)	monetary donation	technology	\$1,168.08

FULLERTON SCHOOL DISTRICT**Gifts: May 12, 2015**

SITE	DONOR	RELATIONSHIP	DONATION	PURPOSE	AMOUNT
Rolling Hills	Tamara Wouters	Parent(s)	monetary donation	MP3 Play donation	\$100.00
Rolling Hills	Ziing's Bistro	Community Partner(s)	monetary donation	school supplies	\$200.00
Sunset Lane	Fullerton Technology Foundation	Community Partner(s)	monetary donation	technology	\$6,072.97
Sunset Lane	Raytheon	Community Partner(s)	monetary donation	technology	\$500.00
Valencia Park	Fullerton Technology Foundation	Community Partner(s)	monetary donation	technology	\$726.95

CONSENT ITEM

DATE: May 12, 2015

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Steve Miller, Director, Business Services

SUBJECT: APPROVE/RATIFY PURCHASE ORDERS NUMBERED I22B0011, I22C0144 THROUGH I22C0153, I22D0912 THROUGH I22D1085, I22M0242 THROUGH I22M0267, I22R0867 THROUGH I22R1034, I22S0013 THROUGH I22S0014, I22V0175 THROUGH I22V0215, I22X0357 THROUGH I22X0379, AND I22Y0051 FOR THE 2014/2015 FISCAL YEAR

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

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

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

Funding: Funding sources are reflected in the attached listing.

Recommendation: Approve/Ratify purchase orders numbered I22B0011, I22C0144 through I22C0153, I22D0912 through I22D1085, I22M0242 through I22M0267, I22R0867 through I22R1034, I22S0013 through I22S0014, I22V0175 through I22V0215, I22X0357 through I22X0379, and I22Y0051 for the 2014/2015 fiscal year.

SH:SM:gs
Attachment

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 05/12/2015

FROM 03/20/2015 TO 04/23/2015

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I22B0011	MCGRAW HILL	662.03	662.03	0181250101 4100	Lottery Textbook Instr Exp / Textbooks
I22C0144	PR&P ARCHITECTS	4,215.00	4,215.00	0100000000 9330	Unrestricted / Prepaid Expenditures
I22C0145	PESI HEALTHCARE	189.99	189.99	0125554201 5210	LEA Medi Cal Reimb Psych Coord / Conferences and
I22C0146	PESI HEALTHCARE	569.97	569.97	0125554201 5210	LEA Medi Cal Reimb Psych Coord / Conferences and
I22C0147	ORANGE CNTY DEPARTMENT OF EDUC	875.00	625.00	0121252101 5210	Title I District Instruction / Conferences and Meetings
			250.00	0121252211 5210	Title I District Instr Adm / Conferences and Meetings
I22C0148	FRED PRYOR SEMINARS	597.00	597.00	0130412109 5210	Site Discr Instr Commonwealth / Conferences and Meeting
I22C0149	STEVE SPANGLER SCIENCE	3,980.00	3,980.00	0100000000 9330	Unrestricted / Prepaid Expenditures
I22C0150	ORANGE COUNTY SCHOOL NURSES OR	230.00	230.00	0151354341 5210	Health Services / Conferences and Meetings
I22C0151	ORANGE CNTY DEPARTMENT OF EDUC	125.00	125.00	0151055339 5210	Child Welfare and AttendanceDC / Conferences and
I22C0152	CALIFORNIA CHILD DEVELOPMENT	546.00	546.00	1231019101 5210	Preschool Instruction / Conferences and Meetings
I22C0153	CCSESA	1,500.00	1,500.00	0109555101 5210	Educ Services Donations Instr / Conferences and Meetings
I22D0912	BARNES AND NOBLE INC	2,951.14	2,951.14	0130417169 4310	Site Discretionary FAME Instr / Materials and Supplies
I22D0913	TERRAPIN SOFTWARE	920.10	920.10	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Inst
I22D0914	DIDAX	119.67	119.67	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
I22D0915	GEORGIA STAGE LLC	392.04	392.04	0111625101 4310	Donation Instruction Richman / Materials and Supplies Inst
I22D0916	DICK BLICK ART MATERIALS	1,158.81	209.49	0111615101 4310	Donation Instruct Golden Hill / Materials and Supplies Inst
			949.32	0111615101 6410	Donation Instruct Golden Hill / New Equip Less Than
I22D0917	CDW.G	141.26	141.26	0130252221 4350	Resp to Interv Staff Dev Discr / Materials and Supplies Off
I22D0918	SCHOOL HEALTH CORPORATION	194.52	194.52	0130421109 4310	Site Discr Instr Orangethorpe / Materials and Supplies Insta
I22D0919	GUIDANCE SOFTWARE	6,169.00	6,169.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
I22D0920	NASCO WEST INC	312.10	312.10	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
I22D0921	MACGILL AND COMPANY	38.70	38.70	0130411109 4310	Site Discr Instruction Beechwd / Materials and Supplies
I22D0922	APPLE COMPUTER INC	820.80	820.80	0130422109 4310	Site Discr Instr Pacific Drive / Materials and Supplies Inst

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 05/12/2015

FROM 03/20/2015 TO 04/23/2015

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I22D0923	DEMCO INC	94.64	94.64	0130427109 4310	Site Discr Instr Sunset Lane / Materials and Supplies Instr
I22D0924	CULVER NEWLIN INC	669.60	669.60	0153150759 4350	Warehouse DC / Materials and Supplies Office
I22D0925	SUPPLY MASTER	176.57	176.57	0130427109 4310	Site Discr Instr Sunset Lane / Materials and Supplies Instr
I22D0926	CDW.G	55.19	55.19	0130422109 4310	Site Discr Instr Pacific Drive / Materials and Supplies Instr
I22D0927	CDW.G	211.89	211.89	0152151749 4350	Personnel Serv Certificated DC / Materials and Supplies
I22D0928	PRINT SHOP COMPANY, THE	300.26	300.26	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
I22D0929	KAPLAN SCHOOL SUPPLY	19,869.58	4,819.07	1208511101 4310	Childcare Instr Beechwood / Materials and Supplies Instr
			963.81	1208513101 4310	Childcare Instr Fern Dr / Materials and Supplies Instr
			2,891.44	1208516101 4310	Childcare Instr Hermosa Drive / Materials and Supplies
			963.82	1208518101 4310	Childcare Instr Laguna Road / Materials and Supplies Instr
			9,129.88	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
			1,101.56	1231019101 6410	Preschool Instruction / New Equip Less Than \$10,000
I22D0930	DATA MANAGEMENT INC	77.76	77.76	0130412109 4310	Site Discr Instr Commonwealth / Materials and Supplies
I22D0931	DISCOUNT SCHOOL SUPPLY	272.61	272.61	0111625101 4310	Donation Instruction Richman / Materials and Supplies Instr
I22D0932	AMAZON.COM	90.72	90.72	0130415109 4310	Site Discr Instruction Golden / Materials and Supplies Instr
I22D0933	AMAZON.COM	107.98	107.98	0130415109 4310	Site Discr Instruction Golden / Materials and Supplies Instr
I22D0934	AMAZON.COM	57.00	57.00	0121219101 4310	Title I Maple Instruction / Materials and Supplies Instr
I22D0935	AMAZON.COM	44.28	44.28	0111613101 4310	Donation Instruction Fern / Materials and Supplies Instr
I22D0936	AMAZON.COM	507.70	507.70	0111625101 4310	Donation Instruction Richman / Materials and Supplies Instr
I22D0937	AMAZON.COM	86.29	86.29	0111625101 4310	Donation Instruction Richman / Materials and Supplies Instr
I22D0938	AMAZON.COM	1,456.04	1,456.04	0111625101 4310	Donation Instruction Richman / Materials and Supplies Instr
I22D0939	AMAZON.COM	48.41	48.41	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
I22D0940	AMAZON.COM	43.72	43.72	0130411109 4310	Site Discr Instruction Beechwd / Materials and Supplies
I22D0941	AMAZON.COM	88.45	88.45	0130228101 4310	Resp to Interv Instr Valencia / Materials and Supplies Instr
I22D0942	SCHOOL SPECIALTY	2,913.99	2,913.99	0138252101 4310	Common Core Standards Instr / Materials and Supplies

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 05/12/2015

FROM 03/20/2015 TO 04/23/2015

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I22D0943	BRAINPOP LLC	2,640.00	2,640.00	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
I22D0944	PRESIDENT'S EDUCATION AWARD PR	96.00	96.00	0130427109 4310	Site Discr Instr Sunset Lane / Materials and Supplies Instr
I22D0945	LAKESHORE LEARNING	291.49	291.49	0181222101 4310	Instr Mat Lottery Pacific Inst / Materials and Supplies Inst
I22D0946	IMAGESTUFF.COM	507.06	507.06	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
I22D0947	SCHOLASTIC INC	404.10	404.10	0100000000 9330	Unrestricted / Prepaid Expenditures
I22D0948	IC GROUP - CALIFORNIA	105.30	105.30	0130215101 4310	Resp to Interv Instr Golden / Materials and Supplies Instr
I22D0949	ESPECIAL NEEDS	382.11	382.11	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
I22D0950	READ NATURALLY	162.84	162.84	0130221101 4310	Resp to Interv Instr Orngthrpe / Materials and Supplies Inst
I22D0951	COMPLETE BUSINESS SYSTEMS	3,014.90	3,014.90	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
I22D0952	MACBOOKADAPTER/AC INC	1,734.52	1,734.52	0122424101 4310	Title III Limited Engl Raymond / Materials and Supplies
I22D0953	NASCO WEST INC	615.67	615.67	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
I22D0954	LAKESHORE LEARNING	151.25	151.25	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
I22D0955	ROCKWELL MEDICAL SUPPLY INC	66.32	66.32	0130428109 4310	Site Discr Instr Valencia Park / Materials and Supplies Inst
I22D0956	SCHOLASTIC INC	228.85	228.85	0122424101 4310	Title III Limited Engl Raymond / Materials and Supplies
I22D0957	MARSHALL CAVENDISH	129.16	129.16	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
I22D0958	PUT IN CUPS	1,200.06	1,200.06	0130224101 4310	Resp to Interv Instr Raymond / Materials and Supplies Instr
I22D0959	AMAZON.COM	334.94	334.94	0130221101 4310	Resp to Interv Instr Orngthrpe / Materials and Supplies Inst
I22D0960	AMAZON.COM	124.46	124.46	0121219101 4310	Title I Maple Instruction / Materials and Supplies Instr
I22D0961	LIBRARY STORE, THE	157.92	157.92	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
I22D0962	HEINEMANN PUBLISHING	460.20	460.20	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
I22D0963	IMAGE SOURCE	2,268.00	2,268.00	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
I22D0964	CENTER FOR COLLABORATIVE CLASS	754.00	754.00	0130221101 4310	Resp to Interv Instr Orngthrpe / Materials and Supplies Inst
I22D0965	MARZANO RESEARCH LABORATORY	27.55	27.55	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
I22D0967	LIBRARY STORE, THE	98.16	98.16	0130217101 4310	Resp to Interv Instr Ladera / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 05/12/2015

FROM 03/20/2015 TO 04/23/2015

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I22D0968	JONES SCHOOL SUPPLY	256.96	256.96	0130411109 4310	Site Discr Instruction Beechwd / Materials and Supplies
I22D0969	NATIONAL JUNIOR HONOR SOCIETY	162.00	162.00	0130411109 4310	Site Discr Instruction Beechwd / Materials and Supplies
I22D0970	JONES SCHOOL SUPPLY	202.27	202.27	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr
I22D0971	NEW MANAGEMENT INC	78.12	78.12	0130225101 4310	Resp to Interv Instr Richman / Materials and Supplies Instr
I22D0972	APPLE COMPUTER INC	164.16	164.16	0130229101 4310	Resp to Interv Instr Woodcrest / Materials and Supplies Inst
I22D0973	NEW MANAGEMENT INC	80.28	80.28	0142554279 4350	Calif Childrens Services Admin / Materials and Supplies
I22D0974	PRECISION DATA PRODUCTS INC	185.51	185.51	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr
I22D0975	HOUGHTON MIFFLIN COMPANY	888.68	888.68	0121252101 4310	Title I District Instruction / Materials and Supplies Instr
I22D0976	KATIE'S CREATIVE GIFTS	216.00	216.00	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
I22D0977	ALL AMERICAN PARTY RENTALS	509.03	509.03	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
I22D0978	AMAZON.COM	1,003.28	1,003.28	0130228101 4310	Resp to Interv Instr Valencia / Materials and Supplies Instr
I22D0979	NASCO WEST INC	577.37	577.37	0130417159 4310	Foods Ladera Vista / Materials and Supplies Instr
I22D0980	NATIONAL JUNIOR HONOR SOCIETY	908.80	908.80	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
I22D0981	SCHOOL NURSE SUPPLY INC	44.41	44.41	0130411109 4310	Site Discr Instruction Beechwd / Materials and Supplies
I22D0982	SCHOOL MATE	1,096.55	1,096.55	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
I22D0983	SCHOOL MATE	1,113.42	1,113.42	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
I22D0984	GOV CONNECTION	486.00	486.00	0121219101 4310	Title I Maple Instruction / Materials and Supplies Instr
I22D0985	GOPHER SPORT	2,338.32	2,338.32	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
I22D0986	AMAZON.COM	229.72	229.72	0111615101 4310	Donation Instruct Golden Hill / Materials and Supplies Instr
I22D0988	CULVER NEWLIN INC	374.87	374.87	0121229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr
I22D0989	MARZANO RESEARCH LABORATORY	275.61	275.61	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
I22D0990	THINKING MAPS INC	59.92	59.92	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
I22D0991	PERMA BOUND	897.55	897.55	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
I22D0992	HERE COMES MONEY FUNDRAISING	297.00	297.00	0110329109 4310	Reimburse Woodcrest Disc / Materials and Supplies Instr

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 05/12/2015

FROM 03/20/2015 TO 04/23/2015

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I22D0993	SCHOLASTIC INC	853.74	853.74	0121212101 4310	Title I Commonwealth Instr / Materials and Supplies Instr
I22D0994	GREAT BOOKS FOUNDATION, THE	115.95	115.95	0130410109 4310	Site Discretionary Inst Acacia / Materials and Supplies Instr
I22D0995	FITNESS FINDERS INC	504.40	504.40	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
I22D0996	GREAT BOOKS FOUNDATION, THE	5,528.09	5,528.09	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
I22D0997	CULVER NEWLIN INC	12,210.99	3,871.15	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
			6,661.09	0130210101 4310	Resp to Interv Instr Acacia / Materials and Supplies Instr
			1,678.75	0130410109 4310	Site Discretionary Inst Acacia / Materials and Supplies Instr
I22D0998	CONCEPTS SCHOOL AND OFFICE FUR	1,913.76	1,913.76	0130415109 4310	Site Discr Instruction Golden / Materials and Supplies Instr
I22D0999	NEW MANAGEMENT INC	194.20	194.20	0130422109 4310	Site Discr Instr Pacific Drive / Materials and Supplies Instr
I22D1000	SOUTHWEST SCHOOL SUPPLY	196.29	196.29	0142554279 4350	Calif Childrens Services Admin / Materials and Supplies
I22D1001	ART SUPPLY WAREHOUSE	4,722.30	4,722.30	0181215101 4310	Instr Mat Lottery Golden Hill / Materials and Supplies Instr
I22D1002	VIRCO MANUFACTURING	311.86	311.86	0153050799 4350	Business Administration DC / Materials and Supplies
I22D1003	NASCO WEST INC	1,397.50	1,397.50	0130417189 4310	Arts Crafts Design LaderaVista / Materials and Supplies
I22D1004	CDW.G	43.86	43.86	0130411109 4310	Site Discr Instruction Beechwd / Materials and Supplies
I22D1005	CULVER NEWLIN INC	1,007.55	503.77	0130217101 4310	Resp to Interv Instr Ladera / Materials and Supplies Instr
			503.78	0130417109 4310	Site Discr Instruction Ladera / Materials and Supplies Instr
I22D1006	CENTER FOR COLLABORATIVE CLASS	1,189.00	1,189.00	0130415109 4310	Site Discr Instruction Golden / Materials and Supplies Instr
I22D1007	PICABOO YEARBOOKS CORPORATION	678.78	678.78	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
I22D1008	DEMCO INC	181.40	90.70	0130217101 4310	Resp to Interv Instr Ladera / Materials and Supplies Instr
			90.70	0130417109 4310	Site Discr Instruction Ladera / Materials and Supplies Instr
I22D1009	SILICON MOUNTAIN MEMORY INC	152.98	152.98	0130225101 4310	Resp to Interv Instr Richman / Materials and Supplies Instr
I22D1010	EDGEWOOD PRESS INC	766.30	766.30	0130411109 4310	Site Discr Instruction Beechwd / Materials and Supplies
I22D1011	SILICON MOUNTAIN MEMORY INC	152.98	152.98	0130415109 4310	Site Discr Instruction Golden / Materials and Supplies Instr
I22D1012	LIBRARY SKILLS	1,040.33	1,040.33	0130429109 4310	Site Discr Instr Woodcrest / Materials and Supplies Instr
I22D1013	4IMPRINT	649.80	649.80	0130223101 4310	Resp to Interv Instr Parks / Materials and Supplies Instr

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I22D1014	SIGNATURE FUNDRAISING INC	2,073.60	2,073.60	0111625101 4310	Donation Instruction Richman / Materials and Supplies Instr
I22D1015	GOPHER SPORT	1,595.24	1,595.24	0130417129 4310	Physical Education LaderaVista / Materials and Supplies
I22D1016	AMAZON.COM	79.06	79.06	0181213101 4310	Instr Mat Lottery Fern Instruc / Materials and Supplies Inst
I22D1017	CDW.G	43.86	43.86	0150855109 4310	District Testing Instruction / Materials and Supplies Instr
I22D1018	AMAZON.COM	241.70	241.70	0130417109 4310	Site Discr Instruction Ladera / Materials and Supplies Instr
I22D1019	TEACHER DIRECT	349.32	349.32	0130225101 4310	Resp to Interv Instr Richman / Materials and Supplies Instr
I22D1020	ALL AMERICAN PARTY RENTALS	229.81	229.81	0135555103 4310	BTSA Instruction / Materials and Supplies Instr
I22D1021	GOV CONNECTION	1,458.54	1,458.54	0130415109 4310	Site Discr Instruction Golden / Materials and Supplies Instr
I22D1023	CDW.G	209.52	209.52	0130226101 4310	Resp to Interv Instr Rolling H / Materials and Supplies Inst
I22D1024	ULTIMATE OFFICE SOLUTIONS INC	415.33	415.33	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
I22D1025	SCHOLASTIC READING CLUB	173.34	173.34	0181222101 4310	Instr Mat Lottery Pacific Inst / Materials and Supplies Inst
I22D1026	CENTER FOR COLLABORATIVE CLASS	448.00	448.00	0122422101 4310	Title III Limited Engl Pacific / Materials and Supplies Inst
I22D1027	ZOO PHONICS INC	1,788.88	1,788.88	0113054101 4310	Resource Specialist Program / Materials and Supplies Instr
I22D1028	LIBRARY STORE, THE	573.24	286.61 286.63	0130217101 4310 0130417109 4310	Resp to Interv Instr Ladera / Materials and Supplies Instr Site Discr Instruction Ladera / Materials and Supplies Instr
I22D1029	PERMA BOUND	7,597.25	7,597.25	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
I22D1030	FOLLETT SCHOOL SOLUTIONS INC	10,931.10	2,555.10 8,376.00	0121229101 4310 0181229101 4310	Title I Woodcrest Instruction / Materials and Supplies Instr Instr Mat Lottery Woodcrest In / Materials and Supplies
I22D1031	VIRCO MANUFACTURING	111.43	111.43	0121222101 4310	Title I Pacific Drive Instr / Materials and Supplies Instr
I22D1032	THINKWRITE TECHNOLOGIES LLC	2,532.32	2,532.32	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
I22D1033	WONDER WORKSHOP	4,838.40	4,838.40	0122424101 4310	Title III Limited Engl Raymond / Materials and Supplies
I22D1034	AMPLIFY EDUCATION INC	1,159.73	1,159.73	0181221101 4310	Instr Mat Lottery Orangethorpe / Materials and Supplies
I22D1035	PRESIDENT'S CHALLENGE	65.49	65.49	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
I22D1036	AMAZON.COM	419.10	345.79 73.31	0132952101 4310 1208555101 4310	Afr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst Fee Based Childcare Admin / Materials and Supplies Instr

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I22D1037	IC GROUP - CALIFORNIA	311.04	311.04	0130216101 4310	Resp to Interv Instr Hermosa / Materials and Supplies Instr
I22D1038	DISCOUNT SCHOOL SUPPLY	494.11	494.11	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
I22D1039	COMPLETE BUSINESS SYSTEMS	595.08	595.08	0121225101 4310	Title I Richman Instruction / Materials and Supplies Instr
I22D1040	LITTLEBITS ELECTRONICS INC	727.06	727.06	0181213101 4310	Instr Mat Lottery Fern Instruc / Materials and Supplies Inst
I22D1041	FIRSTCALL OFFICE SOLUTIONS INC	185.76	185.76	0140955249 4310	Info Systems Serv Media DC / Materials and Supplies Instr
I22D1042	ART SUPPLY WAREHOUSE	4,860.00	248.00	0130217101 4310	Resp to Interv Instr Ladera / Materials and Supplies Instr
			4,612.00	0181217101 4310	Instr Mat Lottery Ladera Instr / Materials and Supplies Inst
I22D1043	SUPPLY MASTER	194.00	194.00	0130222101 4310	Resp to Interv Instr Pac Drive / Materials and Supplies Inst
I22D1044	CDW.G	43.85	43.85	0130411109 4310	Site Discr Instruction Beechwd / Materials and Supplies
I22D1045	APPLE COMPUTER INC	1,264.80	1,264.80	0130225101 4310	Resp to Interv Instr Richman / Materials and Supplies Instr
I22D1046	SOS SURVIVAL PRODUCTS	480.27	480.27	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
I22D1047	AMAZON.COM	193.01	193.01	0130215101 4310	Resp to Interv Instr Golden / Materials and Supplies Instr
I22D1048	AMAZON.COM	220.23	220.23	0111625101 4310	Donation Instruction Richman / Materials and Supplies Instr
I22D1049	IC GROUP - CALIFORNIA	1,717.77	343.55	1208111101 4310	Preschool Instr Beechwood / Materials and Supplies Instr
			343.55	1208127101 4310	Preschool Inst Sunset Lane / Materials and Supplies Instr
			858.89	1208255101 4310	Child Developmnt Instr Central / Materials and Supplies
			171.78	1208555101 4310	Fee Based Childcare Admin / Materials and Supplies Instr
I22D1050	MONROE, ANNA	1,071.36	1,071.36	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
I22D1051	OFFICE DEPOT BUSINESS SERVICE	64.53	64.53	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr
I22D1052	NATIONAL JUNIOR HONOR SOCIETY	79.06	79.06	0110323109 4310	Reimburse Parks Disc / Materials and Supplies Instr
I22D1053	EVAN MOOR EDUCATIONAL PUBLISHE	738.42	738.42	0181222101 4310	Instr Mat Lottery Pacific Inst / Materials and Supplies Inst
I22D1054	AMAZON.COM	71.05	71.05	0111625101 4310	Donation Instruction Richman / Materials and Supplies Instr
I22D1055	AARDVARK CLAY AND SUPPLIES	68.76	68.76	0130418109 4310	Site Discr Instr Laguna Road / Materials and Supplies Instr
I22D1056	OFFICE DEPOT BUSINESS SERVICE	715.75	715.75	0130418109 4310	Site Discr Instr Laguna Road / Materials and Supplies Instr
I22D1057	BARNES AND NOBLE INC	431.73	431.73	0130215101 4310	Resp to Interv Instr Golden / Materials and Supplies Instr

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I22D1058	MUSICIAN'S FRIEND	364.50	364.50	0130219101 4310	Resp to Interv Instr Maple / Materials and Supplies Instr
I22D1059	UNITED SCOPE LLC	3,194.10	3,194.10	0130418109 4310	Site Discr Instr Laguna Road / Materials and Supplies Instr
I22D1060	LAKESHORE LEARNING	350.49	350.49	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
I22D1061	VIRCO MANUFACTURING	1,347.19	673.59	0130217101 4310	Resp to Interv Instr Ladera / Materials and Supplies Instr
			673.60	0130417109 4310	Site Discr Instruction Ladera / Materials and Supplies Instr
I22D1062	ACCURATE LABEL DESIGNS INC	139.24	139.24	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
I22D1063	HAZ RENTAL CENTER	1,842.35	921.17	0110317109 4310	Reimburse Ladera Disc / Materials and Supplies Instr
			921.18	0130417109 4310	Site Discr Instruction Ladera / Materials and Supplies Instr
I22D1064	WONDER WORKSHOP	4,838.40	4,838.40	0130230101 4310	Resp to Interv Instr Fisler / Materials and Supplies Instr
I22D1065	AMAZON.COM	255.96	255.96	0130415109 4310	Site Discr Instruction Golden / Materials and Supplies Instr
I22D1066	BCT ENTERTAINMENT	1,758.98	1,758.98	0130415109 4310	Site Discr Instruction Golden / Materials and Supplies Instr
I22D1067	PINNACLE RADIO INC	231.00	231.00	0130225101 4310	Resp to Interv Instr Richman / Materials and Supplies Instr
I22D1068	AMAZON.COM	323.84	323.84	0130222101 4310	Resp to Interv Instr Pac Drive / Materials and Supplies Inst
I22D1069	MCGRAW HILL	1,295.19	1,295.19	0181230101 4310	Instr Mat Lottery Fisler Instr / Materials and Supplies Inst
I22D1070	AMAZON.COM	107.89	107.89	0130225101 4310	Resp to Interv Instr Richman / Materials and Supplies Instr
I22D1071	DANNY'S FARM AT CAL POLY POMON	414.23	414.23	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
I22D1072	OTHER WORLD COMPUTING	6,027.75	6,027.75	0130418109 4310	Site Discr Instr Laguna Road / Materials and Supplies Instr
I22D1073	CULVER NEWLIN INC	170.58	170.58	0153050799 4350	Business Administration DC / Materials and Supplies
I22D1074	JONES SCHOOL SUPPLY	545.16	545.16	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
I22D1075	LAKESHORE LEARNING	508.03	508.03	0181226101 4310	Instr Mat Lottery Rolling Hill / Materials and Supplies Inst
I22D1076	EDUCATION PRODUCTS AND SERVICE	349.99	349.99	0142054201 5640	Special Ed Administration / Repairs by Vendors
I22D1077	LAKESHORE LEARNING	61.49	61.49	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
I22D1078	TEACHER TREASURES	159.90	159.90	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
I22D1079	TERRAPIN SOFTWARE	619.70	619.70	0181213101 4310	Instr Mat Lottery Fern Instruc / Materials and Supplies Inst

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I22D1080	TERRAPIN SOFTWARE	1,006.64	1,006.64	0181213101 4310	Instr Mat Lottery Fern Instruc / Materials and Supplies Inst
I22D1081	AARDVARK CLAY AND SUPPLIES	65.40	65.40	0181226101 4310	Instr Mat Lottery Rolling Hill / Materials and Supplies Inst
I22D1082	BUBBLEMANIA AND COMPANY LA LLC	345.00	185.00	1208111101 5805	Preschool Instr Beechwood / Consultants
			160.00	1208127101 5805	Preschool Inst Sunset Lane / Consultants
I22D1083	SPELLINGCITY.COM INC	192.00	192.00	0130210101 4310	Resp to Interv Instr Acacia / Materials and Supplies Instr
I22D1084	APPLE COMPUTER INC	106.92	106.92	0130224101 4310	Resp to Interv Instr Raymond / Materials and Supplies Instr
I22D1085	AMAZON.COM	189.96	189.96	0181213101 4310	Instr Mat Lottery Fern Instruc / Materials and Supplies Inst
I22M0242	PLUMBING AND INDUSTRIAL SUPPLY	1,218.70	1,218.70	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22M0243	OMB ELECTRICAL ENGINEERS	18,900.00	18,900.00	0153353819 5805	Plant Maintenance DC / Consultants
I22M0244	OMB ELECTRICAL ENGINEERS	9,000.00	9,000.00	2567150851 5805	Facilities / Consultants
I22M0245	DBMC INC	900.00	900.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
I22M0246	CASE PARTS	188.99	188.99	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22M0247	AUTOMATED ACCESS SYSTEMS	126.00	126.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
I22M0248	AUTOMATED ACCESS SYSTEMS	198.00	198.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
I22M0249	TORNADO PLUMBERS AND ROOTER SU	96.50	96.50	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
I22M0250	ARCHITECTURE 9 PLLLP	7,500.00	7,500.00	2567113859 5805	Facilities Improvement Fern / Consultants
I22M0251	ARCHITECTURE 9 PLLLP	16,875.00	16,875.00	2567125859 5805	Facilities Improvement Richman / Consultants
I22M0252	ARCHITECTURE 9 PLLLP	6,400.00	6,400.00	2567150851 5805	Facilities / Consultants
I22M0253	REXEL INC	559.44	559.44	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22M0254	SHIFFLER EQUIPMENT SALES	94.73	94.73	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22M0255	WESTERN STATES GLASS	1,602.80	1,602.80	0153453819 4363	Vandalism / Materials and Supplies Repairs
I22M0256	TEAM INSPECTIONS	4,000.00	4,000.00	1453350859 5805	Deferred Maint Facilities / Consultants
I22M0257	BELSON OUTDOORS INC	2,089.66	2,089.66	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22M0258	SURFACE TECHNOLOGY COMPANY	1,173.20	1,173.20	0153453819 4363	Vandalism / Materials and Supplies Repairs

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I22M0259	B AND M LAWN GARDEN	829.44	829.44	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
I22M0260	ACCENT AWNING COMPANY	1,020.00	1,020.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
I22M0261	LOWES HIW INC	32.92	32.92	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22M0262	MC2	1,295.00	1,295.00	0154253829 5210	Custodial Discretionary / Conferences and Meetings
I22M0263	VALLEY SCHOOL SHELTERS	308.75	308.75	1230825851 5805	CD QIA Fac Acquis Constr Rehmn / Consultants
I22M0264	LOMA VISTA NURSERY	1,891.40	1,891.40	0154753849 5899	Grounds Discretionary / Other Expenses
I22M0265	LOMA VISTA NURSERY	128.41	128.41	0154753849 5899	Grounds Discretionary / Other Expenses
I22M0266	CARSON SUPPLY COMPANY INC	168.76	168.76	0154753849 5899	Grounds Discretionary / Other Expenses
I22M0267	ARCHITECTURE 9 PLLLP	7,300.00	7,300.00	1453350859 5805	Deferred Maint Facilities / Consultants
I22R0867	PHILLIPS, ALICE K	1,452.00	1,452.00	0111615101 4310	Donation Instruct Golden Hill / Materials and Supplies Instr
I22R0868	APPLE COMPUTER INC	7,217.04	1,443.40	0139352101 4310	CA Child Signature Prog Instr / Materials and Supplies Instr
			721.70	1208111101 4310	Preschool Instr Beechwood / Materials and Supplies Instr
			721.70	1208127101 4310	Preschool Instr Sunset Lane / Materials and Supplies Instr
			4,330.24	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
I22R0869	WHYTRY INC	612.92	612.92	0150454101 4310	Sp Ed Mental Hlth Supp Instr / Materials and Supplies Instr
I22R0870	PHAM, CRYSTAL	151.80	151.80	0181226101 4310	Instr Mat Lottery Rolling Hill / Materials and Supplies Instr
I22R0871	BEECHER, LINDA	342.01	342.01	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
I22R0872	LEE, JULIENNE	156.19	123.83	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
			32.36	0130230101 4310	Resp to Interv Instr Fisler / Materials and Supplies Instr
I22R0873	CPR SAVERS AND FIRST AID SUPPL	193.86	193.86	0151354341 4350	Health Services / Materials and Supplies Office
I22R0874	BEHAVIORAL DYNAMICS INC	282.70	282.70	0150554101 4310	Occup Therapy Autism Instr / Materials and Supplies Instr
I22R0875	APPLE COMPUTER INC	2,719.44	2,719.44	0130422109 4310	Site Discr Instr Pacific Drive / Materials and Supplies Instr
I22R0876	SCHOOL HEALTH CORPORATION	260.11	260.11	0124854101 4310	Spec Ed Preschool Instr / Materials and Supplies Instr
I22R0877	APPLE COMPUTER INC	205.20	205.20	0150554101 4310	Occup Therapy Autism Instr / Materials and Supplies Instr
I22R0878	OFFICE DEPOT BUSINESS SERVICE	226.53	226.53	0151354341 4350	Health Services / Materials and Supplies Office

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I22R0879	WESTERN PSYCHOLOGICAL SERVICES	428.34	428.34	0151354341 4350	Health Services / Materials and Supplies Office
I22R0880	VERIZON WIRELESS	53.98	53.98	0153750799 5900	Business Administration DC / Communications
I22R0881	OT KIDS INC	16.80	16.80	0125554391 4310	LEA Medi Cal Reimb Autism OT / Materials and Supplies
I22R0882	BRIGHTLINES PAPER	57.47	57.47	0125554391 4310	LEA Medi Cal Reimb Autism OT / Materials and Supplies
I22R0883	PEARSON ASSESSMENT INC	431.88	431.88	0125554391 4315	LEA Medi Cal Reimb Autism OT / Materials Test Kits
I22R0884	SCHOOL HEALTH CORPORATION	283.41	283.41	0151354341 4350	Health Services / Materials and Supplies Office
I22R0885	MILLER, PAMELA	40.17	40.17	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
I22R0886	DIAZ, PABLO E	112.49	112.49	0152657719 4350	Superintendent Discret / Materials and Supplies Office
I22R0887	DISCOUNT SCHOOL SUPPLY	39.51	39.51	0125554391 4310	LEA Medi Cal Reimb Autism OT / Materials and Supplies
I22R0888	BIGGS, ROBIN	244.41	244.41	0130417169 4310	Site Discretionary FAME Instr / Materials and Supplies
I22R0889	WOLF, ROCHELLE	66.10	66.10	0130421109 4310	Site Discr Instr Orangethorpe / Materials and Supplies Instr
I22R0890	PAR INC	712.24	712.24	0124854321 4315	Spec Ed Preschool Psychologist / Materials Test Kits
I22R0891	KNOTT'S BERRY FARM	5,151.00	1,500.00	0111628101 5850	Donation Instr Valencia Park / Admission Fees
			3,651.00	0130428109 5850	Site Discr Instr Valencia Park / Admission Fees
I22R0892	LAKESHORE LEARNING	157.38	157.38	0111654101 4310	Donation Instr Special Educ / Materials and Supplies Instr
I22R0893	APPLE COMPUTER INC	824.64	824.64	0111654101 4310	Donation Instr Special Educ / Materials and Supplies Instr
I22R0894	CHILDSWORK/CHILDSPLAY	32.82	32.82	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
I22R0895	SUPER DUPER PUBLICATIONS	61.45	61.45	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
I22R0896	PRO ED	224.10	224.10	0125554101 4310	LEA Medi Cal Reimburse Speech / Materials and Supplies
I22R0897	LAKESHORE LEARNING	30.69	30.69	0135555103 4310	BTSA Instruction / Materials and Supplies Instr
I22R0898	DEMARK, ALISON	124.98	34.98	0111555213 4350	Gifted Talented Ed Supervision / Materials and Supplies
			90.00	0135555103 4310	BTSA Instruction / Materials and Supplies Instr
I22R0899	GST INC	524.72	524.72	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
I22R0900	GST INC	7,136.16	7,136.16	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies

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I22R0901	STOUT, ROSALIE	54.48	54.48	0111624101 4310	Donation Instruction Raymond / Materials and Supplies
I22R0902	ENGLAND, KATHERINE	1,500.00	1,500.00	0111615101 4310	Donation Instruct Golden Hill / Materials and Supplies Instr
I22R0903	ORR, MARY KAY	155.33	155.33	0130415109 4310	Site Discr Instruction Golden / Materials and Supplies Instr
I22R0904	CORRADINO, CHRISTINA	1,257.60	1,257.60	0111615101 4310	Donation Instruct Golden Hill / Materials and Supplies Instr
I22R0905	NEW MANAGEMENT INC	61.00	61.00	0142554279 4350	Calif Childrens Services Admin / Materials and Supplies
I22R0906	SOLUTION TREE LLC	32.95	32.95	0138252101 4310	Common Core Standards Instr / Materials and Supplies
I22R0907	CHALK SPINNER LLC	367.26	367.26	0138252101 4310	Common Core Standards Instr / Materials and Supplies
I22R0908	MIND INSTITUTE	3,324.05	3,324.05	0100000000 9330	Unrestricted / Prepaid Expenditures
I22R0909	ACCUTRAIN CORPORATION	326.85	326.85	0151354341 4350	Health Services / Materials and Supplies Office
I22R0910	BEYOND PLAY LLC	41.22	41.22	0142554109 4310	Calif Childrens Services Instr / Materials and Supplies Instr
I22R0911	AMAZON.COM	140.38	140.38	0141555109 4310	Fine Arts Resource Instr / Materials and Supplies Instr
I22R0912	GOOD LITE COMPANY	161.12	161.12	0151354341 4350	Health Services / Materials and Supplies Office
I22R0913	ORANGE CNTY DEPARTMENT OF EDUC	2,100.00	2,100.00	0160357789 4350	Community Events Admin / Materials and Supplies Office
I22R0914	MUCKENTHALER CULTURAL	750.00	750.00	0152657719 4350	Superintendent Discret / Materials and Supplies Office
I22R0915	JOHNSON, ROBERT	74.36	74.36	0130215101 4310	Resp to Interv Instr Golden / Materials and Supplies Instr
I22R0916	PHILLIPS, CARYL	120.00	120.00	0130215101 4310	Resp to Interv Instr Golden / Materials and Supplies Instr
I22R0917	WINSLOW, TAMARA	324.29	324.29	0130215101 4310	Resp to Interv Instr Golden / Materials and Supplies Instr
I22R0918	ANDI-SWAIN, AMY	187.17	187.17	0181227101 4310	Instr Mat Lottery Sunset Instr / Materials and Supplies Instr
I22R0919	GST INC	17,669.31	17,669.31	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
I22R0920	ULINE	164.25	164.25	0151354341 4350	Health Services / Materials and Supplies Office
I22R0921	CALIFORNIA WEEKLY EXPLORER INC	1,045.00	1,045.00	0111625101 4310	Donation Instruction Richman / Materials and Supplies Instr
I22R0922	WOLF, ROCHELLE	143.17	143.17	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
I22R0923	RAMIREZ, PAUL	39.00	39.00	0130228101 4310	Resp to Interv Instr Valencia / Materials and Supplies Instr
I22R0924	COMMUNITY UNION INC	4,750.00	4,750.00	0122412101 5805	Title III Ltd Engl Commnwealth / Consultants

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I22R0925	DYNAVOX MAYERJOHNSON	440.92	440.92	0150554101 4310	Occup Therapy Autism Instr / Materials and Supplies Instr
I22R0926	FRANCISCO, GRETCHEN	421.39	421.39	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
I22R0927	ENABLING DEVICES	80.83	80.83	0142554109 4310	Calif Childrens Services Instr / Materials and Supplies Inst
I22R0928	KBI AND ASSOCIATES	150.12	150.12	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
I22R0929	ORANGE CNTY DEPARTMENT OF EDUC	1,500.00	1,500.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
I22R0930	IRVINE RANCH OUTDOOR EDUCATION	31,000.00	31,000.00	0111611101 5850	Donation Instr Beechwood / Admission Fees
I22R0931	OCEAN INSTITUTE	7,200.00	7,200.00	0111611101 5850	Donation Instr Beechwood / Admission Fees
I22R0932	ORANGE CNTY DEPARTMENT OF EDUC	760.00	760.00	0109411102 5850	Foundation Instr Beechwood / Admission Fees
I22R0933	CONTRERAS, JASEL	159.67	159.67	0181226101 4310	Instr Mat Lottery Rolling Hill / Materials and Supplies Inst
I22R0934	APPLE COMPUTER INC	9,183.60	9,183.60	0121219101 4310	Title I Maple Instruction / Materials and Supplies Instr
I22R0935	HOHN-MACK, LAURA	98.17	98.17	0181226101 4310	Instr Mat Lottery Rolling Hill / Materials and Supplies Inst
I22R0936	MINKO, THERESA	2,250.00	250.00	1208111101 5805	Preschool Instr Beechwood / Consultants
			250.00	1208127101 5805	Preschool Inst Sunset Lane / Consultants
			1,750.00	1220652101 5805	Federal PreSchool Match Instr / Consultants
I22R0937	APPLE COMPUTER INC	3,710.88	3,710.88	0181217101 4310	Instr Mat Lottery Ladera Instr / Materials and Supplies Inst
I22R0938	APPLE COMPUTER INC	3,298.56	2,000.00	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
			1,298.56	0130226101 4310	Resp to Interv Instr Rolling H / Materials and Supplies Inst
I22R0939	CONSTRUCTIVE PLAYTHINGS	2,591.78	1,036.71	0139352101 4310	CA Child Signature Prog Instr / Materials and Supplies Instr
			1,555.07	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
I22R0940	DIADDEZIO, MANDY	11.86	11.86	0130415109 4310	Site Discr Instruction Golden / Materials and Supplies Instr
I22R0941	DYER, JODY	42.61	42.61	0130426109 4310	Site Discr Instruction Rolling / Materials and Supplies Inst
I22R0942	COSTUMER, THE	933.50	933.50	0130417119 4310	Performing Arts Ladera Vista / Materials and Supplies Instr
I22R0943	MONTOYA, KRISTIN	44.74	44.74	0130417159 4310	Foods Ladera Vista / Materials and Supplies Instr
I22R0944	COMMUNICATION RESOURCES FOR SC	1,886.36	1,886.36	0152657719 5805	Superintendent Discret / Consultants
I22R0945	PETTINICCHIO, SUSAN	188.90	188.90	0111612111 4310	Donation Autism Commonwealth / Materials and Supplies

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I22R0946	IC GROUP - CALIFORNIA	52.92	52.92	0111630101 4310	Donation Discretionary Fislser / Materials and Supplies Instr
I22R0947	BURNS, JENNIFER	43.18	43.18	0130210101 4310	Resp to Interv Instr Acacia / Materials and Supplies Instr
I22R0948	PATTERSON MEDICAL SUPPLY INC	319.96	319.96	0150554101 4310	Occup Therapy Autism Instr / Materials and Supplies Instr
I22R0949	KEAN, WHITNEY	378.50	378.50	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
I22R0951	CHOO, YAELAN	185.74	185.74	0130422109 4310	Site Discr Instr Pacific Drive / Materials and Supplies Inst
I22R0952	MCCOMB, YOLANDA	295.22	295.22	0111624101 4310	Donation Instruction Raymond / Materials and Supplies
I22R0953	COLLAR, THERESA	625.45	625.45	0111624101 4310	Donation Instruction Raymond / Materials and Supplies
I22R0954	MONTOYA, ANDREW	19.25	19.25	0130417109 4310	Site Discr Instruction Ladera / Materials and Supplies Instr
I22R0955	GIVEN, STEPHANIE	65.97	65.97	0111610107 4310	Cotsen Fntn Instr Acacia / Materials and Supplies Instr
I22R0956	MCCOMB, YOLANDA	105.00	105.00	0111624101 4310	Donation Instruction Raymond / Materials and Supplies
I22R0957	GONZALEZ, MARIA	36.70	36.70	0111624101 4310	Donation Instruction Raymond / Materials and Supplies
I22R0958	APPLE COMPUTER INC	15,996.00	15,996.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
I22R0959	PETTINICCHIO, SUSAN	658.90	258.90	0111612111 4310	Donation Autism Commonwealth / Materials and Supplies
			400.00	0181212101 4310	Instr Mat Lottery Commonwealth / Materials and Supplies
I22R0960	CATHCART, KRISTINA	109.59	109.59	0111610107 4310	Cotsen Fntn Instr Acacia / Materials and Supplies Instr
I22R0961	ANDERSON, TRACEY	274.89	274.89	0111610107 4310	Cotsen Fntn Instr Acacia / Materials and Supplies Instr
I22R0962	EVOLLVE INC	441.60	441.60	0138252101 4310	Common Core Standards Instr / Materials and Supplies
I22R0963	APPLE COMPUTER INC	261.12	261.12	0113054101 4310	Resource Specialist Program / Materials and Supplies Instr
I22R0964	ANDERSON, TRACEY	415.84	415.84	0111610107 4310	Cotsen Fntn Instr Acacia / Materials and Supplies Instr
I22R0965	LEWIS, LARA	58.93	58.93	0111610107 4310	Cotsen Fntn Instr Acacia / Materials and Supplies Instr
I22R0966	SPENCER, KRISTINE	105.93	105.93	0111610107 4310	Cotsen Fntn Instr Acacia / Materials and Supplies Instr
I22R0967	BRIGGS, CAROL	193.86	193.86	0130415109 4310	Site Discr Instruction Golden / Materials and Supplies Instr
I22R0968	AMAZON.COM	98.92	98.92	8152451741 4363	Property and Liability / Materials and Supplies Repairs
I22R0969	STERLING PRODUCTIONS	350.00	350.00	0111630101 4310	Donation Discretionary Fislser / Materials and Supplies Instr

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I22R0970	NGUYEN, LAN	691.57	691.57	0111617101 4310	Donation Instr Ladera Vista / Materials and Supplies Instr
I22R0971	ORANGE COUNTY MATH COUNCIL	240.00	240.00	0130216101 4310	Resp to Interv Instr Hermosa / Materials and Supplies Instr
I22R0972	E L ACHIEVE	2,399.76	2,399.76	0122452101 4310	Title III Limited Engi Central / Materials and Supplies Inst
I22R0973	APPLE COMPUTER INC	1,236.96	1,236.96	0130415109 4310	Site Discr Instruction Golden / Materials and Supplies Instr
I22R0974	APPLE COMPUTER INC	8,138.40	8,138.40	0130422109 4310	Site Discr Instr Pacific Drive / Materials and Supplies Inst
I22R0975	AMAZON.COM	171.28	171.28	0140755249 4350	Educ Technology Voucher / Materials and Supplies Office
I22R0976	WATHEN, LEAH	125.15	125.15	0181222101 4310	Instr Mat Lottery Pacific Inst / Materials and Supplies Inst
I22R0977	GRIMM, ESTELLA	85.32	85.32	0130225101 4310	Resp to Interv Instr Richman / Materials and Supplies Instr
I22R0978	FIRSTCALL OFFICE SOLUTIONS INC	9,898.20	9,898.20	0140955249 4310	Info Systems Serv Media DC / Materials and Supplies Instr
I22R0979	COOPER, SARA	156.08	156.08	0130225101 4310	Resp to Interv Instr Richman / Materials and Supplies Instr
I22R0980	HOLBROOK, MEGAN	453.03	453.03	0181213101 4310	Instr Mat Lottery Fern Instruc / Materials and Supplies Inst
I22R0981	CASTILLO, YOLANDA	256.30	256.30	0130222101 4310	Resp to Interv Instr Pac Drive / Materials and Supplies Inst
I22R0982	MASTERS, SUE	156.48	156.48	0130222101 4310	Resp to Interv Instr Pac Drive / Materials and Supplies Inst
I22R0983	SYLVESTER, YVONNE	15.50	15.50	0130222101 4310	Resp to Interv Instr Pac Drive / Materials and Supplies Inst
I22R0984	WHITE, KERRI	24.00	24.00	0181213101 4310	Instr Mat Lottery Fern Instruc / Materials and Supplies Inst
I22R0985	PETRIS, RUDOLPH	158.70	158.70	0130215101 4310	Resp to Interv Instr Golden / Materials and Supplies Instr
I22R0986	HOLBROOK, MEGAN	10.00	10.00	0181213101 4310	Instr Mat Lottery Fern Instruc / Materials and Supplies Inst
I22R0987	HARRIS, HEATHER	273.32	273.32	0130225101 4310	Resp to Interv Instr Richman / Materials and Supplies Instr
I22R0988	READ NATURALLY	1,139.88	1,139.88	0113054101 4310	Resource Specialist Program / Materials and Supplies Instr
I22R0989	AEROMARK	32.40	32.40	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr
I22R0990	VOYAGER EXPANDED LEARNING	3,969.88	3,969.88	0113054101 4310	Resource Specialist Program / Materials and Supplies Instr
I22R0991	INNOVATIVE LEARNING CONCEPTS	17,121.44	17,121.44	0113054101 4310	Resource Specialist Program / Materials and Supplies Instr
I22R0992	RIVERSIDE PUBLISHING COMPANY	1,789.11	1,789.11	0125554201 4315	LEA Medi Cal Reimb Psych Coord / Materials Test Kits
I22R0993	MULTI HEALTH SYSTEMS	537.60	537.60	0125554201 4315	LEA Medi Cal Reimb Psych Coord / Materials Test Kits

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I22R0994	DISNEYLAND RESORT	4,926.00	27.00	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
			4,899.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees
I22R0995	B AND H PHOTO VIDEO INC	6,454.08	6,454.08	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
I22R0996	WALDROP, DEVON	185.59	185.59	0125554201 4310	LEA Medi Cal Reimb Psych Coord / Materials and Supplies
I22R0997	PLATINUM SECURITY INC	600.00	300.00	0130420109 4310	Site Discr Instruction Nicolas / Materials and Supplies Inst
			300.00	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr
I22R0998	JONES, DALE	1,500.00	1,500.00	0111615101 4310	Donation Instruct Golden Hill / Materials and Supplies Instr
I22R0999	ALVARADO, KAREN	55.52	55.52	0130427109 4310	Site Discr Instr Sunset Lane / Materials and Supplies Instr
I22R1000	REDMAN, ROBERT H	795.00	795.00	0130215101 4310	Resp to Interv Instr Golden / Materials and Supplies Instr
I22R1001	ENGLAND, KATHERINE	160.00	160.00	0130415109 4310	Site Discr Instruction Golden / Materials and Supplies Instr
I22R1002	ENGLAND, KATHERINE	4,000.00	1,500.00	0111615101 4310	Donation Instruct Golden Hill / Materials and Supplies Instr
			2,500.00	0130415109 4310	Site Discr Instruction Golden / Materials and Supplies Instr
I22R1003	LOS ANGELES ZOO	471.00	471.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees
I22R1004	PORTER, BREANNA	49.59	49.59	0181224101 4310	Instr Mat Lottery Raymond Inst / Materials and Supplies
I22R1005	DISCOUNT SCHOOL SUPPLY	1,086.77	1,086.77	0150855109 4310	District Testing Instruction / Materials and Supplies Instr
I22R1006	BRISTOW, DEBORAH	89.47	89.47	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
I22R1007	LAKESHORE LEARNING	122.88	122.88	0150855109 4310	District Testing Instruction / Materials and Supplies Instr
I22R1008	ENGLAND, KATHERINE	1,400.00	1,400.00	0111627101 4310	After School Program Sunset Ln / Materials and Supplies
I22R1009	AMAZON.COM	45.90	45.90	0142554109 4310	Calif Childrens Services Instr / Materials and Supplies Inst
I22R1010	AMAZON.COM	605.78	605.78	0150855109 4310	District Testing Instruction / Materials and Supplies Instr
I22R1011	FIRSTCALL OFFICE SOLUTIONS INC	9,288.00	9,288.00	0150855109 4310	District Testing Instruction / Materials and Supplies Instr
I22R1012	CDW.G	186.46	186.46	0150855109 4310	District Testing Instruction / Materials and Supplies Instr
I22R1013	PETRIS, RUDOLPH	224.35	224.35	0181215101 4310	Instr Mat Lottery Golden Hill / Materials and Supplies Instr
I22R1014	SOUTHWEST SCHOOL SUPPLY	544.15	544.15	0150855109 4310	District Testing Instruction / Materials and Supplies Instr
I22R1015	WESTMINSTER SCHOOL DISTRICT	26,301.90	26,301.90	0109555101 4310	Educ Services Donations Instr / Materials and Supplies Instr

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I22R1016	PLATINUM SECURITY INC	150.00	150.00	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr
I22R1017	OFFICE DEPOT BUSINESS SERVICE	518.36	518.36	0109555101 4310	Educ Services Donations Instr / Materials and Supplies Instr
I22R1018	RANCHO SANTIAGO COMMUNITY	648.00	648.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees
I22R1019	MERCADO, SUSAN	79.50	79.50	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
I22R1020	TITAN STUDENT UNION	797.00	797.00	0111612171 4310	Donation Field Trip Commonwealth / Materials and Supplies
I22R1021	TEACHERMATCH LLC	29,900.00	29,900.00	0152351709 5805	Contract Admin Discret / Consultants
I22R1022	AMY'S FARM	720.00	720.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees
I22R1023	AMAZON.COM	81.39	81.39	8152451741 4363	Property and Liability / Materials and Supplies Repairs
I22R1024	CALIFORNIA SCHOOL PERSONNEL	776.00	776.00	0152258749 5310	Personnel Commission Discret / Dues and Memberships
I22R1025	PEARSON ASSESSMENT INC	405.84	405.84	0125554391 4315	LEA Medi Cal Reimb Autism OT / Materials Test Kits
I22R1026	AIRWAVE COMMUNICATION	668.00	668.00	8152451741 4363	Property and Liability / Materials and Supplies Repairs
I22R1027	DYER, JODY	307.83	307.83	0181226101 4310	Instr Mat Lottery Rolling Hill / Materials and Supplies Inst
I22R1028	UDHUS, KARI	30.50	30.50	0181226101 4310	Instr Mat Lottery Rolling Hill / Materials and Supplies Inst
I22R1029	SUPER DUPER PUBLICATIONS	277.46	277.46	0125554101 4315	LEA Medi Cal Reimburse Speech / Materials Test Kits
I22R1030	RUSIEWSKI, MICHELE	680.40	680.40	0141555109 4310	Fine Arts Resource Instr / Materials and Supplies Instr
I22R1031	ESCHNER, LAURALYN	26.95	26.95	0141555109 4310	Fine Arts Resource Instr / Materials and Supplies Instr
I22R1032	DIAZ, PABLO E	40.64	40.64	0152757789 4350	Administrative Assistant DC / Materials and Supplies
I22R1033	BOWLES, BOBBI	315.00	315.00	0142054261 5220	Spec Ed Parent Participation / Mileage
I22R1034	RUSIEWSKI, MICHELE	218.05	218.05	0141555109 4310	Fine Arts Resource Instr / Materials and Supplies Instr
I22S0013	SOUTHWEST SCHOOL SUPPLY	21,727.44	21,727.44	0100000000 9320	Unrestricted / Stores
I22S0014	ROCKWELL MEDICAL SUPPLY INC	467.10	467.10	0100000000 9320	Unrestricted / Stores
I22V0175	APPLE COMPUTER INC	5,607.68	5,607.68	8152451741 6450	Property and Liability / Repl Equip Less Than \$10,000
I22V0176	CULVER NEWLIN INC	2,890.27	1,599.48	0111625101 4310	Donation Instruction Richman / Materials and Supplies Instr
			1,290.79	0111625101 6410	Donation Instruction Richman / New Equip Less Than

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I22V0177	CDW.G	8,308.44	8,308.44	0111610101 6410	Donation Instr Acacia / New Equip Less Than \$10,000
I22V0178	APPLE COMPUTER INC	16,682.40	3,336.48	1208127101 6410	Preschool Inst Sunset Lane / New Equip Less Than \$10,000
			13,345.92	1231019101 6410	Preschool Instruction / New Equip Less Than \$10,000
I22V0179	APPLE COMPUTER INC	1,150.92	1,150.92	0125554391 6410	LEA Medi Cal Reimb Autism OT / New Equip Less Than
I22V0180	OCTAVE SYSTEMS INC	2,231.28	190.08	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
			2,041.20	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
I22V0181	APPLE COMPUTER INC	2,722.56	116.64	0141555109 4310	Fine Arts Resource Instr / Materials and Supplies Instr
			2,605.92	0141555109 6410	Fine Arts Resource Instr / New Equip Less Than \$10,000
I22V0182	PHONAK HEARING SYSTEMS	4,023.00	4,023.00	0124754101 6410	Low Incidence Materials / New Equip Less Than \$10,000
I22V0183	PHONAK HEARING SYSTEMS	2,457.00	2,457.00	0124754101 6410	Low Incidence Materials / New Equip Less Than \$10,000
I22V0184	MAKER MEDIA INC	2,938.54	2,938.54	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
I22V0185	MAKERBOT INDUSTRIES LLC	3,172.35	133.38	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
			3,038.97	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
I22V0186	FLINN SCIENTIFIC	522.68	522.68	0130417109 6410	Site Discr Instruction Ladera / New Equip Less Than
I22V0187	B AND H PHOTO VIDEO INC	2,276.42	569.11	0132952101 6410	Aft Sch Ed Sfty Grt Cohort 6 / New Equip Less Than
			569.09	0139252101 6410	School Readiness Serv Instr / New Equip Less Than
			569.11	0139352101 6410	CA Child Signature Prog Instr / New Equip Less Than
			569.11	1231019101 6410	Preschool Instruction / New Equip Less Than \$10,000
I22V0188	TROXELL COMMUNICATIONS	520.56	520.56	0130417109 6410	Site Discr Instruction Ladera / New Equip Less Than
I22V0189	GST INC	2,478.46	154.43	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
			2,324.03	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
I22V0190	APPLE COMPUTER INC	21,463.92	4,089.00	0122415101 4310	Title III Limited Engl Golden / Materials and Supplies Instr
			5,181.72	0130215101 4310	Resp to Interv Instr Golden / Materials and Supplies Instr
			12,193.20	0130215101 6410	Resp to Interv Instr Golden / New Equip Less Than \$10,000
I22V0191	CDW.G	900.72	225.18	0132952101 4310	Aft Sch Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
			225.18	0139252101 4310	School Readiness Serv Instr / Materials and Supplies Instr
			225.18	1208555271 4310	Fee Based Childcare Admin / Materials and Supplies Instr

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I22V0191	*** CONTINUED ***		225.18	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
I22V0192	VIRCO MANUFACTURING	3,652.30	3,652.30	1208255101 6410	Child Developmnt Instr Central / New Equip Less Than
I22V0193	APPLE COMPUTER INC	52,030.80	52,030.80	0130229101 6410	Resp to Interv Instr Woodcrest / New Equip Less Than
I22V0194	QUICK CRETE PRODUCTS CORP	541.08	541.08	2567121859 6410	Facilities Improvement OT / New Equip Less Than \$10,000
I22V0195	APPLE COMPUTER INC	3,165.84	3,165.84	0130252271 6410	Resp to Interv Admin District / New Equip Less Than
I22V0196	SJ CREATIONS INC	6,311.55	6,311.55	0121212101 6410	Title I Commonwealth Instr / New Equip Less Than
I22V0197	APPLE COMPUTER INC	3,376.48	3,376.48	0152657719 6450	Superintendent Discret / Repl Equip Less Than \$10,000
I22V0198	APPLE COMPUTER INC	52,953.24	50,397.12	0121228101 4310	Title I Valencia Park / Materials and Supplies Instr
			2,556.12	0121228101 6410	Title I Valencia Park / New Equip Less Than \$10,000
I22V0199	APPLE COMPUTER INC	4,877.12	3,042.20	0130225101 4310	Resp to Interv Instr Richman / Materials and Supplies Instr
			1,834.92	0130225101 6410	Resp to Interv Instr Richman / New Equip Less Than
I22V0200	LENOVO INC	3,547.20	399.00	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
			3,148.20	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
I22V0201	CULVER NEWLIN INC	36,917.85	10,062.57	0130229101 4310	Resp to Interv Instr Woodcrest / Materials and Supplies Instr
			26,855.28	0130229101 6410	Resp to Interv Instr Woodcrest / New Equip Less Than
I22V0202	APPLE COMPUTER INC	45,749.36	3,960.92	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
			41,788.44	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
I22V0203	APPLE COMPUTER INC	73,441.84	14,165.11	0122418101 4310	Title III Limited Engl Laguna / Materials and Supplies Instr
			47,555.20	0130218101 6410	Resp to Interv Instr Laguna Rd / New Equip Less Than
			3,122.50	0130418109 4310	Site Discr Instr Laguna Road / Materials and Supplies Instr
			2,537.12	0130418109 6410	Site Discr Instr Laguna Road / New Equip Less Than
			6,061.91	0181218101 4310	Instr Mat Lottery Laguna Instr / Materials and Supplies Instr
I22V0204	APPLE COMPUTER INC	40,547.52	85.32	0111616101 4310	Donation Instruction Hermosa / Materials and Supplies Instr
			3,839.40	0111616101 6410	Donation Instruction Hermosa / New Equip Less Than
			11,900.00	0122416101 4310	Title III Limited Engl Hermosa / Materials and Supplies
			18,556.60	0130216101 4310	Resp to Interv Instr Hermosa / Materials and Supplies Instr

**FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 05/12/2015**

FROM 03/20/2015 TO 04/23/2015

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I22V0204	*** CONTINUED ***				
			4,069.20	0130416109 4310	Site Discr Instruction Hermosa / Materials and Supplies Inst
			2,097.00	0181216101 4310	Instr Mat Lottery Hermosa Inst / Materials and Supplies Inst
I22V0205	APPLE COMPUTER INC	5,759.95	360.00	0130213101 4310	Resp to Interv Instr Fern Dr / Materials and Supplies Instr
			5,399.95	0130213101 6410	Resp to Interv Instr Fern Dr / New Equip Less Than
I22V0206	MAKERBOT INDUSTRIES LLC	3,748.05	441.18	0130225101 4310	Resp to Interv Instr Richman / Materials and Supplies Instr
			3,306.87	0130225101 6410	Resp to Interv Instr Richman / New Equip Less Than
I22V0207	CONCEPTS SCHOOL AND OFFICE FUR	4,469.04	4,469.04	0111610101 6410	Donation Instr Acacia / New Equip Less Than \$10,000
I22V0208	APPLE COMPUTER INC	5,258.24	5,258.24	0150855359 6450	District Testing / Repl Equip Less Than \$10,000
I22V0209	STOTZ EQUIPMENT	35,760.99	35,760.99	0154753849 6550	Grounds Discretionary / Repl Equip Greater Than \$10000
I22V0210	MCCOY AND MILLS FORD	24,373.22	24,373.22	0153353819 6550	Plant Maintenance DC / Repl Equip Greater Than \$10000
I22V0211	B AND M LAWN GARDEN	7,772.76	7,772.76	0154753849 6450	Grounds Discretionary / Repl Equip Less Than \$10,000
I22V0212	APPLE COMPUTER INC	2,090.52	2,090.52	0130225101 6410	Resp to Interv Instr Richman / New Equip Less Than
I22V0213	APPLE COMPUTER INC	13,121.64	21.00	0130230101 4310	Resp to Interv Instr Fisler / Materials and Supplies Instr
			13,100.64	0130230101 6410	Resp to Interv Instr Fisler / New Equip Less Than \$10,000
I22V0214	LAKESHORE LEARNING	1,034.64	1,034.64	0111610101 6410	Donation Instr Acacia / New Equip Less Than \$10,000
I22V0215	APPLE COMPUTER INC	11,387.52	11,387.52	0111610101 6410	Donation Instr Acacia / New Equip Less Than \$10,000
I22X0357	HOHMAN, STEPHEN MICHAEL	4,200.00	4,200.00	0141555109 5805	Fine Arts Resource Instr / Consultants
I22X0358	PRINCE, KRISTIN	3,600.00	3,600.00	0141555109 5805	Fine Arts Resource Instr / Consultants
I22X0359	SOMERVILLE, KELSEY A	4,600.00	4,600.00	0141555109 5805	Fine Arts Resource Instr / Consultants
I22X0360	CORNERSTONE THERAPIES	5,000.00	5,000.00	0171054101 5866	Outside Services NPA NPS / Nonpublic Agency Services
I22X0361	ASSISTIVE TECHNOLOGY EXCHANGE	5,000.00	5,000.00	0171054101 5805	Outside Services NPA NPS / Consultants
I22X0362	AUTISM SPECTRUM CONSULTANTS IN	5,000.00	5,000.00	0171054101 5866	Outside Services NPA NPS / Nonpublic Agency Services
I22X0363	SMITH INC, SUSANNE M	5,000.00	5,000.00	0171054101 5805	Outside Services NPA NPS / Consultants
I22X0364	CHILDREN'S THERAPY CENTER, THE	5,000.00	5,000.00	0171054101 5866	Outside Services NPA NPS / Nonpublic Agency Services

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT
 BOARD OF TRUSTEES MEETING 05/12/2015

FROM 03/20/2015 TO 04/23/2015

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I22X0365	LET'S TALK ABOUT IT	5,000.00	5,000.00	0171054101 5805	Outside Services NPA NPS / Consultants
I22X0366	STAFFREHAB	25,000.00	25,000.00	0171054101 5866	Outside Services NPA NPS / Nonpublic Agency Services
I22X0367	LAKESHORE LEARNING	1,500.00	1,500.00	0181222101 4310	Instr Mat Lottery Pacific Inst / Materials and Supplies Instr
I22X0368	EVALUMETRICS INC	1,100.56	1,100.56	0150855109 4310	District Testing Instruction / Materials and Supplies Instr
I22X0369	HEATON, NOEL	3,125.00	3,125.00	0141555109 5805	Fine Arts Resource Instr / Consultants
I22X0370	BURN, PATRICIA ANN	3,750.00	3,750.00	0141555109 4310	Fine Arts Resource Instr / Materials and Supplies Instr
I22X0371	HEATON, ELIZABETH	3,750.00	3,750.00	0141555109 5805	Fine Arts Resource Instr / Consultants
I22X0372	DAHL, KATIE M	3,125.00	3,125.00	0141555109 5805	Fine Arts Resource Instr / Consultants
I22X0373	SANCHEZ, JESSICA FLORES	2,500.00	2,500.00	0141555109 5805	Fine Arts Resource Instr / Consultants
I22X0374	LEVINSON, SUSAN AND BARRY	40,000.00	40,000.00	0142054201 5828	Special Ed Administration / Special Education Settlements
I22X0375	COLLINS, JOANNA	6,000.00	6,000.00	0141555109 5805	Fine Arts Resource Instr / Consultants
I22X0376	CSU FULLERTON AUXILIARY SVCS C	61,829.95	61,829.95	0135532223 5805	BTSA Staff Dev CSUF Foundation / Consultants
I22X0377	PATTERSON, EMILY	3,900.00	3,900.00	0141555109 5805	Fine Arts Resource Instr / Consultants
I22X0378	WEST COAST PROMO RESOURCE	900.00	900.00	0121224101 4310	Title I Raymond Instruction / Materials and Supplies Instr
I22X0379	VALANTINE, LAUREN HILLARY	600.00	600.00	1220652101 5805	Federal PreSchool Match Instr / Consultants
I22Y0051	AVCOGAS PROPANE SALES AND SERV	10,000.00	10,000.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
	Fund 01 Total:	1,217,286.68			
	Fund 12 Total:	54,441.70			
	Fund 14 Total:	11,300.00			
	Fund 25 Total:	40,316.08			
	Fund 81 Total:	6,455.99			
	Total Amount of Purchase Orders:	1,329,800.45			

Addendum to:

Purchase Order Detail Report
Board of Trustees Meeting 05/12/2015

Purchase order number **I22D1022** did not appear on the Detail Report. It was never processed or canceled.

Debbie Hjorth, Buyer
Purchasing Services

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES **05/12/2015**

FROM 03/20/2015 TO 04/23/2015

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I22C0108	SAC STATE	500.00	+100.00	1220652101 5210	Federal PreSchool Match Instr / Conferences and Meetings
I22D0078	GOGO LABS INC	76,250.00	+25,000.00	0140955249 5805	Info Systems Serv Media DC / Consultants
I22D0640	DEMCO INC	48.97	+8.12	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
I22D0860	FLINN SCIENTIFIC	125.73	+16.33	0111611121 4310	Math Science Olympiad Beechwd / Materials and Supplies
I22R0654	FOY INVENTERPRISES INC	6,015.40	+2,500.00	0130417119 5800	Performing Arts Ladera Vista / Other Contracted Services
I22R0831	VERIZON WIRELESS	251.98	+251.98	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies Office
			-215.99	0140955249 5900	Info Systems Serv Media DC / Communications
I22V0171	APPLE COMPUTER INC	82,387.20	+14,999.99	0121221101 6410	Title I Orangethorpe Instr / New Equip Less Than \$10,000
			-15,000.01	0130221101 6410	Resp to Interv Instr Orngthrpe / New Equip Less Than
I22X0007	SOUTHWEST SCHOOL SUPPLY	26,500.00	+5,000.00	0130218101 4310	Resp to Interv Instr Laguna Rd / Materials and Supplies Inst
I22X0008	SOUTHWEST SCHOOL SUPPLY	20,150.00	+750.00	0111626101 4310	Donation Instr Rolling Hills / Materials and Supplies Instr
			+2,400.00	0130226101 4310	Resp to Interv Instr Rolling H / Materials and Supplies Inst
I22X0010	SOUTHWEST SCHOOL SUPPLY	7,374.00	+2,000.00	0130213101 4310	Resp to Interv Instr Fern Dr / Materials and Supplies Instr
I22X0011	SOUTHWEST SCHOOL SUPPLY	30,700.00	+700.00	0130225101 4310	Resp to Interv Instr Richman / Materials and Supplies Instr
I22X0017	SOUTHWEST SCHOOL SUPPLY	13,500.00	+1,000.00	0130411109 4310	Site Discr Instruction Beechwd / Materials and Supplies Inst
I22X0056	EARTHQUAKE MANAGEMENT	35,000.00	+10,000.00	8152451741 4363	Property and Liability / Materials and Supplies Repairs
I22X0082	BUENA PARK PLAQUE AND TROPHY	1,600.00	+400.00	0152258749 5895	Personnel Commission Discret / Service Awards
I22X0177	STAPLES 0025724519	700.00	+500.00	0150855359 4350	District Testing / Materials and Supplies Office
I22X0201	SMART AND FINAL STORES CORPORA	2,000.00	+500.00	0130422109 4310	Site Discr Instr Pacific Drive / Materials and Supplies Inst
I22X0203	BEST BEST AND KRIEGER LLP	5,000.00	-10,000.00	0142054201 5825	Special Ed Administration / Legal Assistance
I22X0211	WODOBODE, AIMEE	13,125.00	+5,000.00	0141555109 5805	Fine Arts Resource Instr / Consultants
I22X0229	INVO HEALTHCARE ASSOCIATES LLC	55,000.00	+15,000.00	0171054101 5866	Outside Services NPA NPS / Nonpublic Agency Services
I22X0238	MPR+STRATEGIC COMMUNICATIONS	22,500.00	+1,250.00	0152657719 5805	Superintendent Discret / Consultants
			+1,250.00	0152757789 5805	Administrative Assistant DC / Consultants

FULLERTON ELEMENTARY
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES **05/12/2015**

FROM 03/20/2015 TO 04/23/2015

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I22X0242	WESTERN YOUTH SERVICES	10,000.00	-5,000.00	0150454181 5866	Mental Health Support NPA NPS / Nonpublic Agency
I22X0270	FERRANTE, SUSAN MARIE	10,500.00	+4,500.00	0141555109 5805	Fine Arts Resource Instr / Consultants
I22X0300	PEPPER MUSIC, J W	700.00	+200.00	0111611101 4310	Donation Instr Beechwood / Materials and Supplies Instr
I22X0302	AUTISM SPECTRUM INTERVENTIONS	68,350.00	-15,000.00	0142054201 5828	Special Ed Administration / Special Education Settlements
I22X0309	LEE, JANICE J	13,200.00	+6,000.00	0141555109 5805	Fine Arts Resource Instr / Consultants
I22X0311	DE ARAKAL, DANIEL	10,800.00	+3,600.00	0141555109 5805	Fine Arts Resource Instr / Consultants
I22X0322	MORRIS, JOHN	9,200.00	+3,450.00	0141555109 5805	Fine Arts Resource Instr / Consultants
I22X0333	BEACON DAY SCHOOL	77,000.00	+27,000.00	0171054101 5100	Outside Services NPA NPS / Subagreements for Services
I22X0336	SOUTHWEST SCHOOL SUPPLY	100.00	-900.00	0109555271 4350	Educ Services Donations Admin / Materials and Supplies
I22X0338	COSTCO WHOLESALE	200.00	-800.00	0109555271 4350	Educ Services Donations Admin / Materials and Supplies
I22X0347	VANTAGE LEARNING USA LLC	7,700.00	+2,700.00	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies Office
I22X0355	GROUP VERTICAL LLC	9,000.00	+5,000.00	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
I22Y0002	AMERIGAS	75,000.00	+15,000.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
I22Y0007	FACTORY MOTOR PARTS COMPANY	6,000.00	+1,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
I22Y0020	ONE STOP UNDERCAR	3,000.00	+1,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
I22Z0008	CARSON SUPPLY COMPANY INC	4,000.00	-1,000.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
I22Z0017	GANAHL LUMBER	9,000.00	+3,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22Z0040	PLUMBING AND INDUSTRIAL SUPPLY	23,000.00	+3,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22Z0057	WEST COAST SAND AND GRAVEL	750.00	-750.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
I22Z0058	WESTERN STATES GLASS	6,000.00	+3,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
Fund 01 Total:			108,310.42		
Fund 12 Total:			100.00		
Fund 81 Total:			10,000.00		
Total Amount of Change Orders:			118,410.42		

FULLERTON ELEMENTARY

PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

05/12/2015

FROM 03/20/2015 TO 04/23/2015

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I22D0687	GROSH SCENIC RENTALS		907.72	0130417119 4310	Performing Arts Ladera Vista / Materials and Supplies
		907.72			
I22D0966	AMAZON.COM		28.06	0139452341 4310	School Readiness Nurse Health / Materials and Supplies
			5.64	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
		33.70			
I22D0987	WONDER WORKSHOP		9,504.00	0138252101 4310	Common Core Standards Instr / Materials and Supplies
		9,504.00			
I22R0620	RENAISSANCE LEARNING INC		350.73	0130413109 4310	Site Discr Instruction Fern Dr / Materials and Supplies Inst
		350.73			
I22R0950	PETRIS, RUDOLPH		158.70	0130215101 4310	Resp to Interv Instr Golden / Materials and Supplies Instr
		158.70			
I22Z0010	EBERHARD EQUIPMENT		2,000.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
		2,000.00			
I22Z0021	HICKS TURF EQUIPMENT COMPANY,		700.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
		700.00			
	Fund 01 Total:	13,649.21			
	Fund 12 Total:	5.64			
	Total Amount of Purchase Orders:	13,654.85			

CONSENT ITEM

DATE: May 12, 2015
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Susan Hume, Assistant Superintendent, Business Services
PREPARED BY: Kenyatta Turner, Director, Nutrition Services
SUBJECT: APPROVE/RATIFY NUTRITION SERVICES PURCHASE ORDERS
NUMBERED 170910 THROUGH 170995 FOR THE 2014/2015 SCHOOL
YEAR

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated March 20, 2015 through April 23, 2015, contains purchase orders numbered 170910 through 170995 for the 2014/2015 school year totaling \$238,076.12. Purchase orders numbered 170959 and 170965 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 170910 through 170995 for the 2014/2015 school year.

SH:KT:ai
Attachment

Schedule of Open / Out of Date Sequence/ Processed Food
Commodity
Purchase Order Report
3-20-15 through 4-23-15

Date	Vendor	PO Number	Category	Amount
	Open Purchase Orders			
	Amount Not To Exceed			
3/31/2015	Hollandia Dairy	170934	Dairy Products	6,000.00
3/31/2015	Hollandia Dairy	170935	Dairy Products	6,000.00
3/31/2015	Hollandia Dairy	170936	Dairy Products	6,000.00
3/31/2015	Hollandia Dairy	170937	Dairy Products	6,000.00
3/31/2015	Hollandia Dairy	170938	Dairy Products	6,000.00
3/31/2015	Hollandia Dairy	170939	Dairy Products	6,000.00
3/31/2015	Hollandia Dairy	170940	Dairy Products	6,000.00
3/31/2015	Hollandia Dairy	170941	Dairy Products	6,000.00
3/31/2015	Hollandia Dairy	170942	Dairy Products	6,000.00
3/31/2015	Hollandia Dairy	170943	Dairy Products	6,000.00
3/31/2015	Hollandia Dairy	170944	Dairy Products	6,000.00
3/31/2015	Hollandia Dairy	170945	Dairy Products	6,000.00
3/31/2015	Hollandia Dairy	170946	Dairy Products	6,000.00
3/31/2015	Hollandia Dairy	170947	Dairy Products	6,000.00
3/31/2015	Hollandia Dairy	170948	Dairy Products	6,000.00
3/31/2015	Hollandia Dairy	170949	Dairy Products	6,000.00
3/31/2015	Hollandia Dairy	170950	Dairy Products	6,000.00
3/31/2015	Hollandia Dairy	170951	Dairy Products	6,000.00
	TOTAL OPEN PURCHASE ORDERS			108,000.00
	Processed Food & Commodity P.O.'s			
	NONE			
	Total OPEN Purchase Orders (from this page & page 2)			\$ 141,000.00
	Total Purchase Orders Out of Date Sequence			-
	Total Processed Food & Commodity P.O.'s			-
	Total Purchase Orders from Purchase Order Detail Report			97,076.12
	TOTAL PURCHASE ORDERS			\$ 238,076.12

Purchase Orders - Detail

4/23/2015 12:05:07 PM

Fullerton School District

Show all data where the Order Date is between 3/20/2015 and 4/23/2015

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	170915	3/20/2015	4/2/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
2	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670	\$4.2700	\$8.54		
2	case	11102	Juice,Spkng,StrwbryKiwi GS#202569 24 Ct. Envy	\$14.7200	\$29.44		
2	case	11103	Juice,Sprkng,AcaiBerryGS#202565 24 Ct. Envy	\$14.7200	\$29.44		
2	case	11101	Juice,Naked GS#303536 StrawBan 8Ct.	\$13.0400	\$26.08		
2	case	11077	Juice, Apple Welch's 24/11.5oz./case GS#202446	\$13.5000	\$27.00		
1	case	8201	Popcorn, Cheddar GS#203330 72 Ct.	\$21.5200	\$21.52		
1	case	8133	Chips,Doritos WG Ranch GS#200724 72 Ct.	\$21.5200	\$21.52		
1	Case	8259	Chips, HotPuffs Cheetos GS#203210 72 ct.	\$21.5200	\$21.52		
1	case	7007	Bar,NutriGm,Strwbry 3ea/16box/case GS#201260	\$19.8500	\$19.85		
Sales Tax:							\$0.00
P.O. Total:							\$204.91
Gold Star Foods Inc.	170916	3/20/2015	4/2/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
2	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670	\$4.2700	\$8.54		
8	case	11101	Juice,Naked GS#303536 StrawBan 8Ct.	\$13.0400	\$104.32		
2	case	8133	Chips,Doritos WG Ranch GS#200724 72 Ct.	\$21.5200	\$43.04		
Sales Tax:							\$0.00
P.O. Total:							\$155.90
Gold Star Foods Inc.	170917	3/20/2015	4/2/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
15	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670	\$4.2700	\$64.05		
4	case	8133	Chips,Doritos WG Ranch GS#200724 72 Ct.	\$21.5200	\$86.08		
1	case	8008	Com Nuts B.B.Q., GS#201362 144 Ct.	\$48.4700	\$48.47		
1	case	8024	Cheez-Its, WG GS#203137 Kelloggs 175 ct./75oz	\$35.6100	\$35.61		
2	case	7226	Brownie, WG LF GS#134564 96 Ct.	\$35.8000	\$71.60		
1	case	7007	Bar,NutriGm,Strwbry 3ea/16box/case GS#201260	\$19.8500	\$19.85		
1	cs	3058	Rice Krispies,Brown GS#134482 100 Ct.	\$30.9200	\$30.92		
4	case	8266	Chips, Lays Baked SC&O 64-1.125oz.	\$27.8600	\$111.44		
Sales Tax:							\$0.00
P.O. Total:							\$468.02
Gold Star Foods Inc.	170918	3/20/2015	4/2/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
6	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670	\$4.2700	\$25.62		
3	case	11102	Juice,Spkng,StrwbryKiwi GS#202569 24 Ct. Envy	\$14.7200	\$44.16		
3	case	11103	Juice,Sprkng,AcaiBerryGS#202565 24 Ct. Envy	\$14.7200	\$44.16		
2	case	11101	Juice,Naked GS#303536 StrawBan 8Ct.	\$13.0400	\$26.08		
1	case	11085	Juice, Grape Welch's 24/11.5oz./case GS#202444	\$13.5000	\$13.50		
3	case	11077	Juice, Apple Welch's 24/11.5oz./case GS#202446	\$13.5000	\$40.50		
5	Case	8259	Chips, HotPuffs Cheetos GS#203210 72 ct.	\$21.5200	\$107.60		
2	case	7226	Brownie, WG LF GS#134564 96 Ct.	\$35.8000	\$71.60		
Sales Tax:							\$0.00
P.O. Total:							\$373.22
Gold Star Foods Inc.	170919	3/20/2015	4/2/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
20	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670	\$4.2700	\$85.40		
6	case	11102	Juice,Spkng,StrwbryKiwi GS#202569 24 Ct. Envy	\$14.7200	\$88.32		
6	case	11103	Juice,Sprkng,AcaiBerryGS#202565 24 Ct. Envy	\$14.7200	\$88.32		
5	case	11101	Juice,Naked GS#303536 StrawBan 8Ct.	\$13.0400	\$65.20		
1	case	11085	Juice, Grape Welch's 24/11.5oz./case GS#202444	\$13.5000	\$13.50		
6	case	11077	Juice, Apple Welch's 24/11.5oz./case GS#202446	\$13.5000	\$81.00		
2	case	8133	Chips,Doritos WG Ranch GS#200724 72 Ct.	\$21.5200	\$43.04		

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Gold Star Foods Inc.	170919	3/20/2015	4/2/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
6	Case	8259	Chips, HotPuffs Cheetos GS#203210 72 ct.	\$21.5200	\$129.12		
1	case	8008	Corn Nuts B.B.Q., GS#201362 144 Ct.	\$48.4700	\$48.47		
1	case	8024	Cheez-Its, WG GS#203137 Kelloggs 175 ct/.75oz	\$35.6100	\$35.61		
2	case	7226	Brownie, WG LF GS#134564 96 Ct.	\$35.8000	\$71.60		
1	case	7007	Bar,NutriGrn,Strwbry 3ea/16box/case GS#201260	\$19.8500	\$19.85		
2	case	8254	Chips, NachoCheese Doritos GS#200720 72/1oz.	\$21.5200	\$43.04		
						Sales Tax:	\$0.00
						P.O. Total:	\$812.47
Gold Star Foods Inc.	170920	3/20/2015	4/10/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
35	case	33010	Turkey,Franks,GS#101006/Jennie-o#42222 4/5#	\$25.2300	\$883.05		
29	case	7003	Cracker, Jungle J&J Whole Grain 200/1oz/cs	\$26.7000	\$774.30		
140	case	55261	Fish Sticks, Baja GS#403690 1/10# Trident Seafood	\$17.5138	\$2,451.93		
28	case	8002	Tortilla, WG GS#600354 144/case Romeros#206022	\$52.8000	\$1,478.40		
25	case	46118	Juice,Frzn,SourChrryLmon GS#134573/2016 84/4.4oz	\$30.9700	\$774.25		
25	case	46121	Juice,Frozen,BluRspLem,GS#102813/2009 84/4.4oz	\$30.9700	\$774.25		
25	case	46119	Juice,Frozen,KiwiStraw,GS#113293/2014 84/4.4oz	\$30.9700	\$774.25		
25	case	46120	Juice,Frozen,StrawMango,GS#134074/2015 84/4.4oz	\$30.9700	\$774.25		
29	case	40101	Potato Rounds* #0215 Lamb Wesson 6/5#	\$12.9597	\$375.83		
27	case	56045	Pork, BBQ,Shredded GS#401039/CP5416 6/5#	\$35.2500	\$951.75		
41	case	55019	Chicken Nugget, WG Tyson GS#401628 144ct	\$35.4700	\$1,454.27		
29	case	7682	Cookie,Choc Belly Bear,Whole Grm J&J 200's	\$33.6400	\$975.56		
28	case	55251	Chicken, Orange GS#403920 1/42# Chef's Corner	\$97.8800	\$2,740.64		
						Sales Tax:	\$0.00
						P.O. Total:	\$15,182.73
Gold Star Foods Inc.	170921	3/20/2015	4/3/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
15	case	4304	Sauce, BBQ, GS#201864, Heinz 100/1oz case	\$7.6500	\$114.75		
5	case	4023	Pan Spray, Aerosol, Ventura # 6/14oz.	\$22.5600	\$112.80		
12	case	54015	Cheese,String Cmdy LOL,GS#401172,168/cs,MF#59701	\$14.9600	\$179.52		
5	case	30349	Toast, GS#100978,Cinnamon Integ#411000 120ct.	\$35.6500	\$178.25		
5	cs	998097	Oatmeal, Maple Brn Sgr, GS#134013/99741 60/8.1ozCS	\$26.9300	\$134.65		
4	case	30309	Bagel, Strawberry&Cheese, GS#134813 72/2.43oz.	\$36.0200	\$144.08		
						Sales Tax:	\$0.00
						P.O. Total:	\$864.05
Gold Star Foods Inc.	170925	3/23/2015	4/17/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
50	case	8264	Chips,Tortilla Round, La Tapatia 1.5oz/120ct#77011	\$28.4700	\$1,423.50		
40	case	56029	Turkey,TacoMeat Jennie-O#2856-28 4/7lb. (W&D)	\$42.7525	\$1,710.10		
77	case	30338	Pancakes,Buttermilk GS#100082 144/1.4oz.	\$13.0100	\$1,001.77		
38	case	55104	Eggstravaganza,GS#401570 Bacon, 160/cs 4/5lb	\$50.2500	\$1,909.50		
29	case	40101	Potato Rounds* #0215 Lamb Wesson 6/5#	\$12.9597	\$375.83		
54	case	56031	Burrito,Bn&Chsc,WhlGrm IW,GS#403419/71662 96/5.2oz	\$51.1199	\$2,760.47		
24	case	55253	Chicken,KungPao,GS#403927/ 403927 1/42#	\$99.6000	\$2,390.40		
29	case	7682	Cookie,Choc Belly Bear,Whole Grm J&J 200's	\$33.6400	\$975.56		
						Sales Tax:	\$0.00
						P.O. Total:	\$12,547.14
Gold Star Foods Inc.	170926	3/23/2015	4/24/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
79	case	57018	Cheeseburger,MiniTwinsGS#403467/ QCB455 72/4.55oz	\$46.4600	\$3,670.34		
77	case	55063	Chicken,Roasted GS#401602 25# Tyson	\$36.7500	\$2,829.75		

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Gold Star Foods Inc.	170926	3/23/2015	4/24/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
35	case	30347	Roll,Dinner,WhleGrainGS#102184 Shannons 1oz-120/cs		\$23.3000	\$815.50	
						Sales Tax:	\$0.00
						P.O. Total:	\$7,315.59
Gold Star Foods Inc.	170927	3/23/2015	4/3/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
77	case	30343	Waffle,Sticks,CinWG GS#100332/30089947002538 144ct		\$21.3600	\$1,644.72	
						Sales Tax:	\$0.00
						P.O. Total:	\$1,644.72
Gold Star Foods Inc.	170928	3/23/2015	4/3/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
2	case	8254	Chips, NachoCheese Doritos GS#200720 72/1oz.		\$21.5200	\$43.04	
3	case	8133	Chips,Doritos WG Ranch GS#200724 72 Ct.		\$21.5200	\$64.56	
						Sales Tax:	\$0.00
						P.O. Total:	\$107.60
Gold Star Foods Inc.	170930	3/26/2015	4/14/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
5	cs	1	#821124, Carrot Coin, Prpl/wht/ot 40/8oz		\$76.0000	\$380.00	
						Sales Tax:	\$0.00
						P.O. Total:	\$380.00
Gold Star Foods Inc.	170931	3/30/2015	4/3/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
9	case	3073	Cereal,RaisinBran GS#201536 96ct/1.25oz.		\$18.4700	\$166.23	
10	case	30309	Bagel, Strawberry&Cheese, GS#134813 72/2.43oz.		\$36.0200	\$360.20	
3	case	30349	Toast, GS#100978,Cinnamon Integ#411000 120ct.		\$35.6500	\$106.95	
1	cs	4341	Dressing, Ranch Light #300050 4/1gal		\$34.2600	\$34.26	
2	case	4332	Dressing,CaesarLite,GS300062/Kens0808 4/1gal.		\$43.0500	\$86.10	
						Sales Tax:	\$0.00
						P.O. Total:	\$753.74
Gold Star Foods Inc.	170956	4/3/2015	4/9/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
2	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670		\$4.2700	\$8.54	
2	case	11102	Juice,Spkng,StrwbryKiwi GS#202569 24 Ct. Envy		\$14.7200	\$29.44	
2	case	11103	Juice,Sprkng,AcaiBerryGS#202565 24 Ct. Envy		\$14.7200	\$29.44	
2	case	11101	Juice,Naked GS#303536 StrawBan 8Ct.		\$13.0400	\$26.08	
2	case	11077	Juice, Apple Welch's 24/11.5oz./case GS#202446		\$13.5000	\$27.00	
1	case	8133	Chips,Doritos WG Ranch GS#200724 72 Ct.		\$21.5200	\$21.52	
1	Case	8259	Chips, HotPuffs Cheetos GS#203210 72 ct.		\$21.5200	\$21.52	
1	case	7226	Brownie, WG LF GS#134564 96 Ct.		\$35.8000	\$35.80	
						Sales Tax:	\$0.00
						P.O. Total:	\$199.34
Gold Star Foods Inc.	170957	4/3/2015	4/9/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
4	case	11102	Juice,Spkng,StrwbryKiwi GS#202569 24 Ct. Envy		\$14.7200	\$58.88	
4	case	11103	Juice,Sprkng,AcaiBerryGS#202565 24 Ct. Envy		\$14.7200	\$58.88	
8	case	11101	Juice,Naked GS#303536 StrawBan 8Ct.		\$13.0400	\$104.32	
3	case	8133	Chips,Doritos WG Ranch GS#200724 72 Ct.		\$21.5200	\$64.56	
						Sales Tax:	\$0.00
						P.O. Total:	\$286.64

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Gold Star Foods Inc.	170958	4/3/2015	4/9/2015			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
15	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670	\$4.2700	\$64.05	
2	case	11101	Juice,Naked GS#303536 StrawBan 8Ct.	\$13.0400	\$26.08	
1	case	7226	Brownie, WG LF GS#134564 96 Ct.	\$35.8000	\$35.80	
1	case	7007	Bar,NutriGm,Strwbrry 3ea/16box/case GS#201260	\$19.8500	\$19.85	
					Sales Tax:	\$0.00
					P.O. Total:	\$145.78
Gold Star Foods Inc.	170960	4/3/2015	4/9/2015			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
15	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670	\$4.2700	\$64.05	
8	case	202567	Juice, Sparkling Fuji Apple 24/8.3oz	\$14.7200	\$117.76	
2	case	11103	Juice,Sprklng,AcaiBerryGS#202565 24 Ct. Envy	\$14.7200	\$29.44	
5	case	11101	Juice,Naked GS#303536 StrawBan 8Ct.	\$13.0400	\$65.20	
1	case	11085	Juice, Grape Welch's 24/11.5oz./case GS#202444	\$13.5000	\$13.50	
6	case	11077	Juice, Apple Welch's 24/11.5oz./case GS#202446	\$13.5000	\$81.00	
1	case	8201	Popcorn, Cheddar GS#203330 72 Ct.	\$21.5200	\$21.52	
2	case	8133	Chips,Doritos WG Ranch GS#200724 72 Ct.	\$21.5200	\$43.04	
2	Case	8259	Chips, HotPuffs Cheetos GS#203210 72 ct.	\$21.5200	\$43.04	
1	case	8008	Corn Nuts B.B.Q., GS#201362 144 Ct.	\$48.4700	\$48.47	
1	case	8024	Cheez-Its, WG GS#203137 Kelloggs 175 ct./75oz	\$35.6100	\$35.61	
1	case	7007	Bar,NutriGm,Strwbrry 3ea/16box/case GS#201260	\$19.8500	\$19.85	
1	cs	3058	Rice Krispies,Brown GS#134482 100 Ct.	\$30.9200	\$30.92	
					Sales Tax:	\$0.00
					P.O. Total:	\$613.40
Gold Star Foods Inc.	170967	4/7/2015	4/10/2015			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
7	case	57004	Burger,BeefSteak,GS#403350/#CNQ163003 180/3oz.	\$37.6400	\$263.48	
20	case	3072	Cereal, Granola Lowfat Mal-O-Meal 4/50oz.	\$33.5200	\$670.40	
					Sales Tax:	\$0.00
					P.O. Total:	\$933.88
Gold Star Foods Inc.	170969	4/10/2015	4/16/2015			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
2	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670	\$4.2700	\$8.54	
2	case	11102	Juice,Spkng,StrwbryKiwi GS#202569 24 Ct. Envy	\$14.7200	\$29.44	
2	case	11101	Juice,Naked GS#303536 StrawBan 8Ct.	\$13.0400	\$26.08	
2	case	11077	Juice, Apple Welch's 24/11.5oz./case GS#202446	\$13.5000	\$27.00	
					Sales Tax:	\$0.00
					P.O. Total:	\$91.06
Gold Star Foods Inc.	170970	4/10/2015	4/16/2015			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
6	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670	\$4.2700	\$25.62	
8	case	11101	Juice,Naked GS#303536 StrawBan 8Ct.	\$13.0400	\$104.32	
					Sales Tax:	\$0.00
					P.O. Total:	\$129.94
Gold Star Foods Inc.	170971	4/10/2015	4/16/2015			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost	
10	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670	\$4.2700	\$42.70	
2	case	11101	Juice,Naked GS#303536 StrawBan 8Ct.	\$13.0400	\$26.08	
2	case	11077	Juice, Apple Welch's 24/11.5oz./case GS#202446	\$13.5000	\$27.00	
1	case	7226	Brownie, WG LF GS#134564 96 Ct.	\$35.8000	\$35.80	

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Gold Star Foods Inc.	170971	4/10/2015	4/16/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
						Sales Tax:	\$0.00
						P.O. Total:	\$131.58
Gold Star Foods Inc.	170972	4/10/2015	4/16/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
7	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670			\$4.2700	\$29.89
3	case	202567	Juice, Sparkling Fuji Apple 24/8.3oz			\$14.7200	\$44.16
3	case	11103	Juice,Sprklng,AcaiBerryGS#202565 24 Ct. Envy			\$14.7200	\$44.16
3	case	11101	Juice,Naked GS#303536 StrawBan 8Ct.			\$13.0400	\$39.12
1	case	11085	Juice, Grape Welch's 24/11.5oz./case GS#202444			\$13.5000	\$13.50
5	case	11077	Juice, Apple Welch's 24/11.5oz./case GS#202446			\$13.5000	\$67.50
6	Case	8259	Chips, HotPuffs Cheetos GS#203210 72 ct.			\$21.5200	\$129.12
3	case	7226	Brownie, WG LF GS#134564 96 Ct.			\$35.8000	\$107.40
1	case	7007	Bar,NutriGm,Strwbry 3ea/16box/case GS#201260			\$19.8500	\$19.85
						Sales Tax:	\$0.00
						P.O. Total:	\$494.70
Gold Star Foods Inc.	170973	4/10/2015	4/16/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
5	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670			\$4.2700	\$21.35
6	case	202567	Juice, Sparkling Fuji Apple 24/8.3oz			\$14.7200	\$88.32
3	case	11103	Juice,Sprklng,AcaiBerryGS#202565 24 Ct. Envy			\$14.7200	\$44.16
1	case	11085	Juice, Grape Welch's 24/11.5oz./case GS#202444			\$13.5000	\$13.50
6	case	11077	Juice, Apple Welch's 24/11.5oz./case GS#202446			\$13.5000	\$81.00
3	case	8133	Chips,Doritos WG Ranch GS#200724 72 Ct.			\$21.5200	\$64.56
6	Case	8259	Chips, HotPuffs Cheetos GS#203210 72 ct.			\$21.5200	\$129.12
						Sales Tax:	\$0.00
						P.O. Total:	\$442.01
Gold Star Foods Inc.	170979	4/14/2015	4/17/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
36	case	3002	Cereal,CinnaToast R/Sugar GenMills#9491895 96/cs			\$17.5600	\$632.16
36	case	3005	Cereal,Cocoa Puffs Rd/Sugar GenMills#9526567 96/cs			\$17.5600	\$632.16
72	case	4305	Ketchup,Heinz,GS#202956/Heinz#51330 500/11g			\$11.3700	\$818.64
30	case	55057	Chicken Patty Hot&Spicy WG Tyson,144/cs, GS#401769			\$41.3500	\$1,240.50
						Sales Tax:	\$0.00
						P.O. Total:	\$3,323.46
Gold Star Foods Inc.	170980	4/14/2015	4/24/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
13	case	55106	French Toast GS#403641 Cinn Glzd SF,IW 110/case			\$51.8600	\$674.18
7	cs	998097	Oatmeal, Maple Brn Sgr, GS#134013/99741 60/8.1ozCS			\$26.9300	\$188.51
14	case	30340	Pancakes,Mini Maple GS#134287 Eggo IW 72 ct.			\$32.3900	\$453.46
62	case	56601	Pizza,Dbi Stiffd Chs GS#400816 FFKP WG 96/cs			\$33.0464	\$2,048.88
58	case	7003	Cracker, Jungle J&J Whole Grain 200/1oz/cs			\$26.7000	\$1,548.60
42	case	55019	Chicken Nugget, WG Tyson GS#401628 144ct			\$35.4700	\$1,489.74
10	case	40101	Potato Rounds* #0215 Lamb Wesson 6/5#			\$12.9597	\$129.60
10	case	7225	Cinnamon Roll, Mini GS#113361 72/2.29oz.			\$36.0200	\$360.20
						Sales Tax:	\$0.00
						P.O. Total:	\$6,893.16
Gold Star Foods Inc.	170981	4/14/2015	4/24/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
117	cs	J	GS# 401804, Beef Taco Stick, 50/cs			\$30.7200	\$3,594.24

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Gold Star Foods Inc.		170981	4/14/2015	4/24/2015			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
						Sales Tax:	\$0.00
						P.O. Total:	\$3,594.24
Gold Star Foods Inc.		170987	4/17/2015	4/23/2015			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
5	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670		\$4.2700	\$21.35	
						Sales Tax:	\$0.00
						P.O. Total:	\$21.35
Gold Star Foods Inc.		170988	4/17/2015	4/23/2015			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
5	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670		\$4.2700	\$21.35	
						Sales Tax:	\$0.00
						P.O. Total:	\$21.35
Gold Star Foods Inc.		170989	4/17/2015	4/23/2015			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
5	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670		\$4.2700	\$21.35	
						Sales Tax:	\$0.00
						P.O. Total:	\$21.35
Gold Star Foods Inc.		170990	4/17/2015	4/23/2015			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
5	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670		\$4.2700	\$21.35	
						Sales Tax:	\$0.00
						P.O. Total:	\$21.35
Gold Star Foods Inc.		170991	4/17/2015	4/23/2015			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
5	case	11047	Water, Bottled Pure Life 24/16.9oz GS#201670		\$4.2700	\$21.35	
						Sales Tax:	\$0.00
						P.O. Total:	\$21.35
Gold Star Foods Inc.		170992	4/17/2015	5/1/2015			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
51	case	56018	Turkey & Gravy, Jennie-O 4/7#/case, GS#400984		\$53.2898	\$2,717.78	
143	case	55261	Fish Sticks, Baja GS#403690 1/10# Trident Seafood		\$17.5138	\$2,504.47	
36	case	8002	Tortilla, WG GS#600354 144/case Romeros#206022		\$52.8000	\$1,900.80	
82	case	59702	Bean, Chse&Salsa Vrde Tamale Pckt GS#113388 DR 60/4		\$37.2500	\$3,054.50	
						Sales Tax:	\$0.00
						P.O. Total:	\$10,177.55
Gold Star Foods Inc.		170994	4/20/2015	4/24/2015			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
90	case	3105	Milk White, LowFat, GS#203000 27/case		\$8.1300	\$731.70	
10	case	7011	Cracker, Wheat Basics, GS#203356 100/1.6oz		\$26.5700	\$265.70	
						Sales Tax:	\$0.00
						P.O. Total:	\$997.40
Gold Star Foods Inc.		170995	4/21/2015	5/1/2015			<input type="checkbox"/>
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost	
19	cs	1	GS# 821147, Organic Pixie Tangerine 25#/200pc		\$26.0000	\$494.00	
						Sales Tax:	\$0.00
						P.O. Total:	\$494.00

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Vendor Total:							\$69,864.98 ^
P & R Paper Supply Company, Inc.	170924	3/23/2015	3/31/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
24	cs	85010	Bowl, Styro Unlam 30 oz Pactiv YTH10030 1000/cs	\$42.9000	\$1,029.60		
12	case	85008	Bowl, 22oz Pactiv TH1-0022 500/case	\$22.2000	\$266.40		
12	case	85208	Lid Clear Dome 12&22 Sol Pak CDL065 1000/case	\$33.2300	\$398.76		
1	case	88101	Napkin Compact Nibrol #SCA-S32681 lo-fold 8M/case	\$30.3400	\$30.34		
5	Roll	87201	Foil 18x1000' Heavy Gauge, Alum HFA 11807	\$45.6500	\$228.25		
6	Box	81103	Cover *Rack Bun Pan 52x80 Food Handler SB520 50/RL	\$10.7000	\$64.20		
10	bundle	81021	Bag, brown lunch #6 WPK-6LB Duro 4/500/case	\$7.3500	\$73.50		
Sales Tax:							\$23.40
P.O. Total:							\$2,114.45 <input type="checkbox"/>
P & R Paper Supply Company, Inc.	170932	3/30/2015	4/7/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
10	case	84306	Cup, #DRT-16CT 16oz Clear Soft 20/50/case	\$79.0200	\$790.20		
6	case	84806	Lid, DRT-L24C 16-24 oz Clear slot, 10/100/cs	\$25.0200	\$150.12		
24	case	84009	Inserts, Cup 16 oz. SAB-14003D 1000/case	\$51.3200	\$1,231.68		
1	case	80007	Gloves,Disp. Plastic (SM) #GOL-1503,10/1M/CS	\$40.0000	\$40.00		
1	case	80006	Gloves,Disp. Plastic (M) #GOL-1502, 10/1M cs	\$40.0000	\$40.00		
40	case	86003	Tray, 5 comp, Styro Pactiv STHI-0500 500/cs	\$15.8000	\$632.00		
Sales Tax:							\$6.40
P.O. Total:							\$2,890.40 <input type="checkbox"/>
P & R Paper Supply Company, Inc.	170993	4/20/2015	4/21/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
20	cs	81003	Bag *bunpan18x24 Elkay B0R1824HD 250/cs	\$9.1500	\$183.00		
Sales Tax:							\$0.00
P.O. Total:							\$183.00
Vendor Total:							\$5,187.85 ^
Form Plastics	170933	3/31/2015	4/13/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
144	case	86213	Tray 3 1/2x3 1/2, 2000/case Part#5010-128500	\$38.8000	\$5,587.20		
6	case	87001	Film 7 1/8" x 5100' 985CV 1roll/cs	\$290.8200	\$1,744.92		
1	case	87005	Film #97865100 DPP 985 tabletop overwrap 18000/rl	\$508.0200	\$508.02		
Sales Tax:							\$0.00
P.O. Total:							\$7,840.14
Vendor Total:							\$7,840.14 ^
Swisher	170922	3/23/2015	3/30/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
36	case	70019	Sanitizer Clear Quat 2.5 gal.	\$61.3800	\$2,209.68		
1	case	70035	Sanitizer Low Temp 5 gal.	\$38.3400	\$38.34		
1	case	70024	Delimer, Swisher 4/1 gal.	\$73.0800	\$73.08		
1	case	70025	Detergent Metal Safe 4x8 capsules	\$116.7700	\$116.77		

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Swisher	170922	3/23/2015	3/30/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
						Sales Tax:	\$195.03
						P.O. Total:	\$2,632.90
						Vendor Total:	\$2,632.90 ^
Hollandia Dairy	170934	3/31/2015	4/30/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
6000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2160	\$1,296.00		
3000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2081	\$624.30		
10000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2064	\$2,064.00		
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00		
						Sales Tax:	\$0.00
						P.O. Total:	\$4,035.30
Hollandia Dairy	170935	3/31/2015	4/30/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
6000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2160	\$1,296.00		
3000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2081	\$624.30		
10000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2064	\$2,064.00		
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00		
						Sales Tax:	\$0.00
						P.O. Total:	\$4,035.30
Hollandia Dairy	170936	3/31/2015	4/30/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
6000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2160	\$1,296.00		
3000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2081	\$624.30		
10000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2064	\$2,064.00		
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00		
						Sales Tax:	\$0.00
						P.O. Total:	\$4,035.30
Hollandia Dairy	170937	3/31/2015	4/30/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
6000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2160	\$1,296.00		
3000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2081	\$624.30		
10000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2064	\$2,064.00		
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00		
						Sales Tax:	\$0.00
						P.O. Total:	\$4,035.30
Hollandia Dairy	170938	3/31/2015	4/30/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
6000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2160	\$1,296.00		
3000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2081	\$624.30		
10000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2064	\$2,064.00		
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00		
						Sales Tax:	\$0.00
						P.O. Total:	\$4,035.30
Hollandia Dairy	170939	3/31/2015	4/30/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
6000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2160	\$1,296.00		

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Hollandia Dairy	170939	3/31/2015	4/30/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
3000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2081	\$624.30		
10000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2064	\$2,064.00		
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00		
						Sales Tax:	\$0.00
						P.O. Total:	\$4,035.30
Hollandia Dairy	170940	3/31/2015	4/30/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
6000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2160	\$1,296.00		
3000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2081	\$624.30		
10000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2064	\$2,064.00		
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00		
						Sales Tax:	\$0.00
						P.O. Total:	\$4,035.30
Hollandia Dairy	170941	3/31/2015	4/30/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
6000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2160	\$1,296.00		
3000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2081	\$624.30		
10000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2064	\$2,064.00		
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00		
						Sales Tax:	\$0.00
						P.O. Total:	\$4,035.30
Hollandia Dairy	170942	3/31/2015	4/30/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
6000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2160	\$1,296.00		
3000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2081	\$624.30		
10000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2064	\$2,064.00		
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00		
						Sales Tax:	\$0.00
						P.O. Total:	\$4,035.30
Hollandia Dairy	170943	3/31/2015	4/30/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
6000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2160	\$1,296.00		
3000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2081	\$624.30		
10000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2064	\$2,064.00		
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00		
						Sales Tax:	\$0.00
						P.O. Total:	\$4,035.30
Hollandia Dairy	170944	3/31/2015	4/30/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
6000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2160	\$1,296.00		
3000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2081	\$624.30		
10000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2064	\$2,064.00		
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00		
						Sales Tax:	\$0.00
						P.O. Total:	\$4,035.30
Hollandia Dairy	170945	3/31/2015	4/30/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
6000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2160	\$1,296.00		
3000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2081	\$624.30		

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Hollandia Dairy	170945	3/31/2015	4/30/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
10000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401			\$0.2064	\$2,064.00
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070			\$17.0000	\$51.00
						Sales Tax:	\$0.00
						P.O. Total:	\$4,035.30
Hollandia Dairy	170946	3/31/2015	4/30/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
6000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321			\$0.2160	\$1,296.00
3000	EA	997004	Fat Free Milk, Mini 1/2PT #1386			\$0.2081	\$624.30
10000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401			\$0.2064	\$2,064.00
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070			\$17.0000	\$51.00
						Sales Tax:	\$0.00
						P.O. Total:	\$4,035.30
Hollandia Dairy	170947	3/31/2015	4/30/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
6000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321			\$0.2160	\$1,296.00
3000	EA	997004	Fat Free Milk, Mini 1/2PT #1386			\$0.2081	\$624.30
10000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401			\$0.2064	\$2,064.00
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070			\$17.0000	\$51.00
						Sales Tax:	\$0.00
						P.O. Total:	\$4,035.30
Hollandia Dairy	170948	3/31/2015	4/30/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
13000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321			\$0.2160	\$2,808.00
6000	EA	997004	Fat Free Milk, Mini 1/2PT #1386			\$0.2081	\$1,248.60
1000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401			\$0.2064	\$206.40
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070			\$17.0000	\$51.00
						Sales Tax:	\$0.00
						P.O. Total:	\$4,314.00
Hollandia Dairy	170949	3/31/2015	4/30/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
6000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321			\$0.2160	\$1,296.00
3000	EA	997004	Fat Free Milk, Mini 1/2PT #1386			\$0.2081	\$624.30
10000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401			\$0.2064	\$2,064.00
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070			\$17.0000	\$51.00
						Sales Tax:	\$0.00
						P.O. Total:	\$4,035.30
Hollandia Dairy	170950	3/31/2015	4/30/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
6000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321			\$0.2160	\$1,296.00
3000	EA	997004	Fat Free Milk, Mini 1/2PT #1386			\$0.2081	\$624.30
10000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401			\$0.2064	\$2,064.00
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070			\$17.0000	\$51.00
						Sales Tax:	\$0.00
						P.O. Total:	\$4,035.30
Hollandia Dairy	170951	3/31/2015	4/30/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
6000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321			\$0.2160	\$1,296.00
3000	EA	997004	Fat Free Milk, Mini 1/2PT #1386			\$0.2081	\$624.30
10000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401			\$0.2064	\$2,064.00

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Hollandia Dairy		170951	3/31/2015	4/30/2015			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00		
						Sales Tax:	\$0.00
						P.O. Total:	\$4,035.30
Hollandia Dairy		170952	3/31/2015	4/30/2015			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
6000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2160	\$1,296.00		
3000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2081	\$624.30		
1000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2064	\$206.40		
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00		
						Sales Tax:	\$0.00
						P.O. Total:	\$2,177.70
Hollandia Dairy		170953	3/31/2015	4/30/2015			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
6000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2160	\$1,296.00		
3000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2081	\$624.30		
10000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2064	\$2,064.00		
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00		
						Sales Tax:	\$0.00
						P.O. Total:	\$4,035.30
Hollandia Dairy		170954	3/31/2015	4/30/2015			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
3000	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321	\$0.2160	\$648.00		
3000	EA	997004	Fat Free Milk, Mini 1/2PT #1386	\$0.2081	\$624.30		
3000	EA	997009	CHOC FF Milk Pouch 1/2 PT 3X30 #1401	\$0.2064	\$619.20		
3	CS	997031	Soy Milk, Plain PRL Org 8oz 24/cs #7070	\$17.0000	\$51.00		
10	CS	997094	Cottage Cheese, Low Fat, 5lb. #2044, 4/cs	\$10.5134	\$105.13		
10	EA	997014	Sour Cream 5-LB #2161	\$8.2905	\$82.91		
50	CS	997093	Yogurt Yami Assstd 4oz 48/case #2185	\$14.4280	\$721.40		
20	case	997090	Yogurt, Quart Assstd	\$3.0000	\$60.00		
50	EA	997092	Yogurt Vanilla 32lb #2700	\$33.5816	\$1,679.08		
10	CS	997017	Cream Cheese 100/1 oz cup/cs #5894	\$19.2500	\$192.50		
525	EA	997096	Juice, Appleberry, 4oz #3772	\$0.1178	\$61.84		
2	EA	2167	Sour Cream PT	\$3.0826	\$6.17		
1	EA	4585	Butter Chips 90 Cut 5#	\$10.5875	\$10.59		
2	CS	3427	Creamer, H.D. Coffee 3/8oz 400/CS	\$9.7300	\$19.46		
2	CS	3435	Creamer, French Vanilla 1/2oz 288/CS	\$20.1900	\$40.38		
1	CS	5892	Cream Cheese, Bagl Shopp 3/4oz 100/CS	\$20.8275	\$20.83		
105	EA	997077	Juice, Orange 4oz #3770	\$0.1456	\$15.29		
3	EA	1624	Half & half, Plastic 12oz	\$1.0935	\$3.28		
1	EA	1684	Whipping Cream, Ultra Past. QT	\$6.0200	\$6.02		
2	EA	4601	Butter Quarters 1lb	\$3.1600	\$6.32		
3	EA	7025	Eggs, Large Cartoned DZ	\$2.3600	\$7.08		
						Sales Tax:	\$0.00
						P.O. Total:	\$4,980.77
Hollandia Dairy		170955	3/31/2015	4/30/2015			<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
30000	EA	997099	Lowfat 1% Pch 1/2 pt 3x30 #1321 (CACFP)	\$0.2160	\$6,480.00		
						Sales Tax:	\$0.00
						P.O. Total:	\$6,480.00

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U.S. Foodservice, Inc.							<input type="checkbox"/>
	170923	3/23/2015	4/1/2015				
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
6	cs	70109	Stainlss Steel Scrubber #9647640 50g 6/12ea /cs	\$92.7300	\$556.38		
6	case	70104	Sponge w/ Scrbr Nyl #9522350 20/cs	\$19.7500	\$118.50		
5	case	70002	Bleach #9406612 Liquid 6/1 Gal	\$10.1500	\$50.75		
1	cs	70028	Cleanser Ajax #7353212 24/21 oz.	\$23.9300	\$23.93		
40	case	11014	Pears, Diced USF#4328159/180474 6/#10/case	\$39.6900	\$1,587.60		
					Sales Tax:	\$59.96	
					P.O. Total:	\$2,397.12	
U.S. Foodservice, Inc.							<input type="checkbox"/>
	170966	4/7/2015	4/15/2015				
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
45	case	46002	Strawberry, sliced 4+1 No Stable 6/6.5#/case	\$36.3200	\$1,634.40		
					Sales Tax:	\$0.00	
					P.O. Total:	\$1,634.40	
					Vendor Total:	\$4,031.52	^
Daily Journal Corporation							<input type="checkbox"/>
	170968	4/7/2015	4/7/2015			5902	
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	ea	1	Bid Notice Inviting Bids SY 2015-2016	\$134.4000	\$134.40		
					Sales Tax:	\$0.00	
					P.O. Total:	\$134.40	
					Vendor Total:	\$134.40	^
LogMeIn, Inc.							<input type="checkbox"/>
	170929	3/25/2015	5/17/2015				
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	year	1	Renewal Subscription Fee - Central Basic-100	\$448.5000	\$448.50		
					Sales Tax:	\$0.00	
					P.O. Total:	\$448.50	
					Vendor Total:	\$448.50	^
Sunrise Produce Company							<input type="checkbox"/>
	170910	3/20/2015	3/30/2015				
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
11	CS	999130	Banana, Petite GreenTip 40#/cs	\$20.5000	\$225.50		
1	SK	999261	Carrot, Jumbo 25#/SK	\$14.1500	\$14.15		
3	EA	999146	Tomatoes, Grape Basket	\$1.5810	\$4.74		
2	BG	999208	Carrot Coin, 5LB/bag	\$8.1000	\$16.20		
2	EA	999006	Cucumber, ea	\$0.6770	\$1.35		
1	CS	999120	Lettuce, Greenleaf 12ct/CS	\$11.8300	\$11.83		
1	BG	999008	Kale, Green Chopped 1" 5#/BG	\$19.5500	\$19.55		
9	BG	999117	Fajita Mix, Sliced 1/4" 5#/BG	\$14.9500	\$134.55		
					Sales Tax:	\$0.00	
					P.O. Total:	\$427.88	

Purchase Orders - Detail

Fullerton School District

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Show all data where the Order Date is between 3/20/2015 and 4/23/2015

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Sunrise Produce Company	170911	3/20/2015	3/31/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
32	CS	999130	Banana, Petite GreenTip 40#/cs	\$20.5000	\$656.00		
8	LU	04589	Squash-Zucchini Med. 20#/LU	\$15.2000	\$121.60		
1	EA	999118	Melon-Cantaloupe, 1EA	\$1.6170	\$1.62		
1	EA	999037	Grape, Red Seedless 1LB	\$1.8500	\$1.85		
1	EA	999050	Melon-Honeydew EA	\$3.3550	\$3.35		
1	BG	999287	Lettuce, Shredded 5LB/bag	\$2.9500	\$2.95		
3	LB	999061	Tomato, Repack 5x6 1-lb	\$1.3440	\$4.03		
						Sales Tax:	\$0.00
						P.O. Total:	\$791.40
							<input type="checkbox"/>
Sunrise Produce Company	170912	3/20/2015	4/1/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
11	CS	999130	Banana, Petite GreenTip 40#/cs	\$20.5000	\$225.50		
5	EA	999005	Cilantro, 1BU/EA	\$0.7000	\$3.50		
1	LB	999061	Tomato, Repack 5x6 1-lb	\$1.3440	\$1.34		
1	CS	999001	Carrot Coins, 4/5lb CS	\$20.3500	\$20.35		
						Sales Tax:	\$0.00
						P.O. Total:	\$250.69
							<input type="checkbox"/>
Sunrise Produce Company	170913	3/20/2015	4/2/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	LU	999259	Tomato, Repack 5x6 LU	\$18.6000	\$18.60		
2	EA	01943	Onion, Green BU	\$0.4900	\$0.98		
1	CS	09246	Potatoes-Idaho 35ct/CS	\$23.6500	\$23.65		
1	BG	999203	Broccoli Florets 5#/bag	\$6.7500	\$6.75		
2	EA	999005	Cilantro, 1BU/EA	\$0.7000	\$1.40		
3	LB	999061	Tomato, Repack 5x6 1-lb	\$1.3440	\$4.03		
2	LB	999078	Mushroom, Medium 1#	\$5.5000	\$11.00		
						Sales Tax:	\$0.00
						P.O. Total:	\$66.41
							<input type="checkbox"/>
Sunrise Produce Company	170914	3/20/2015	4/3/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	LB	999124	Pepper, Bell Yellow Med LB	\$1.9930	\$1.99		
1	CS	999204	Lettuce, Spring Mix Sweet 3#/CS	\$10.2000	\$10.20		
3	EA	999146	Tomatoes, Grape Basket	\$1.5810	\$4.74		
1	EA	999006	Cucumber, ea	\$0.5920	\$0.59		
1	LB	999246	Onions, Red Jumbo 1LB	\$0.7770	\$0.78		
1	EA	999059	Pepper, Bell Red, 1EA	\$0.5970	\$0.60		
						Sales Tax:	\$0.00
						P.O. Total:	\$18.90
							<input type="checkbox"/>
Sunrise Produce Company	170961	4/3/2015	4/6/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
11	CS	999130	Banana, Petite GreenTip 40#/cs	\$20.5000	\$225.50		
1	LU	999259	Tomato, Repack 5x6 LU	\$18.6000	\$18.60		
1	SK	999261	Carrot, Jumbo 25#/SK	\$14.1500	\$14.15		
2	CS	999001	Carrot Coins, 4/5lb CS	\$20.3500	\$40.70		
7	EA	999006	Cucumber, ea	\$0.5920	\$4.14		
1	CS	999120	Lettuce, Greenleaf 12ct/CS	\$11.8300	\$11.83		
10	CS	999072	Tomato-Grape Bulk 20#/CS	\$23.1500	\$231.50		
1	BG	999008	Kale, Green Chopped 1" 5#/BG	\$19.5500	\$19.55		
						Sales Tax:	\$0.00
						P.O. Total:	\$565.97

Purchase Orders - Detail

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Fullerton School District

Show all data where the Order Date is between 3/20/2015 and 4/23/2015

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Sunrise Produce Company	170962	4/3/2015	4/7/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
4	LB	999061	Tomato, Repack 5x6 1-lb	\$1.2730	\$5.09		
6	EA	999119	Onion, Red Jumbo 1 EA	\$0.5370	\$3.22		
4	EA	999005	Cilantro, 1BU/EA	\$0.6400	\$2.56		
4	LU	999039	Kiwi, Bulk 19#/LU	\$27.2000	\$108.80		
1	CS	03386	Peas-China Snow 10#/CS	\$18.1500	\$18.15		
1	CS	06193	Celery-Stick Loose 4-5#/CS	\$28.6500	\$28.65		
3	BG	05113	Zucchini-Coin Cut 1/4" 5#/BG	\$12.3500	\$37.05		
1	CS	03172	Kale-Green 24ct/CS	\$16.2000	\$16.20		
2	CS	04995	Rambutan, 5#/CS	\$36.2000	\$72.40		
2	CS	02856	Star Fruit-Carambola 8#/CS	\$33.2000	\$66.40		
Sales Tax:							\$0.00
P.O. Total:							\$358.52
Sunrise Produce Company	170963	4/3/2015	4/8/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
11	CS	999130	Banana, Petite GreenTip 40#/cs	\$20.5000	\$225.50		
5	EA	999005	Cilantro, 1BU/EA	\$0.6400	\$3.20		
3	LB	999246	Onions, Red Jumbo 1LB	\$0.8160	\$2.45		
Sales Tax:							\$0.00
P.O. Total:							\$231.15
Sunrise Produce Company	170964	4/3/2015	4/9/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	BG	09917	Carrot-Stick Loose 5# BG	\$6.5000	\$6.50		
1	BG	999007	Jicama Sticks, 5LB/BG	\$11.5000	\$11.50		
1	BG	999210	Celery Sticks Loose 4x1/2" 5#/BG	\$7.1500	\$7.15		
5	EA	999006	Cucumber, ea	\$0.5920	\$2.96		
4	LB	999218	Onion, Yellow 1#	\$0.6100	\$2.44		
1	EA	999098	Watermelon, Seedless EA	\$11.5500	\$11.55		
3	LB	999078	Mushroom, Medium 1#	\$5.5000	\$16.50		
3	EA	999037	Grape, Red Seedless 1LB	\$1.8500	\$5.55		
3	EA	999050	Melon-Honeydew EA	\$3.3550	\$10.06		
3	EA	999118	Melon-Cantaloupe, 1EA	\$1.6170	\$4.85		
15	LB	02062	Squash-Zucchini lb	\$0.9530	\$14.29		
Sales Tax:							\$0.00
P.O. Total:							\$93.36
Sunrise Produce Company	170974	4/10/2015	4/13/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
11	CS	999130	Banana, Petite GreenTip 40#/cs	\$20.5000	\$225.50		
4	CS	999041	Orange, Choice 138ct/CS	\$21.7000	\$86.80		
2	SK	999261	Carrot, Jumbo 25#/SK	\$14.1500	\$28.30		
2	CS	999001	Carrot Coins, 4/5lb CS	\$20.3500	\$40.70		
5	EA	999005	Cilantro, 1BU/EA	\$0.6400	\$3.20		
1	CS	999120	Lettuce, Greenleaf 12ct/CS	\$11.8300	\$11.83		
10	CS	999072	Tomato-Grape Bulk 20#/CS	\$33.1500	\$331.50		
1	BG	999008	Kale, Green Chopped 1" 5#/BG	\$19.5500	\$19.55		
Sales Tax:							\$0.00
P.O. Total:							\$747.38
Sunrise Produce Company	170975	4/10/2015	4/14/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
8	LU	04589	Squash-Zucchini, Med. 20#	\$15.2000	\$121.60		
Sales Tax:							\$0.00
P.O. Total:							\$121.60

Purchase Orders - Detail

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Fullerton School District

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Sunrise Produce Company	170976	4/10/2015	4/15/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
6	CS	999130	Banana, Petite GreenTip 40#/cs	\$20.5000	\$123.00		
2	SK	999261	Carrot, Jumbo 25#/SK	\$14.1500	\$28.30		
10	CS	999023	Carrot, Baby Peeled 100/3oz. CS	\$20.2500	\$202.50		
2	EA	999146	Tomatoes, Grape Basket	\$2.0140	\$4.03		
3	EA	999006	Cucumber, ea	\$0.5470	\$1.64		
1	EA	999098	Watermelon, Seedless EA	\$10.5500	\$10.55		
5	EA	999037	Grape, Red Seedless 1LB	\$1.8500	\$9.25		
3	EA	999137	Pineapple, EA	\$4.8620	\$14.59		
3	EA	999050	Melon-Honeydew EA	\$3.0300	\$9.09		
3	EA	999118	Melon-Cantaloupe, 1EA	\$1.7040	\$5.11		
					Sales Tax:	\$0.00	
					P.O. Total:	\$408.06	<input type="checkbox"/>
Sunrise Produce Company	170977	4/10/2015	4/16/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	LU	999259	Tomato, Repack 5x6 LU	\$17.6000	\$17.60		
					Sales Tax:	\$0.00	
					P.O. Total:	\$17.60	<input type="checkbox"/>
Sunrise Produce Company	170978	4/10/2015	4/17/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	EA	999006	Cucumber, ea	\$0.5470	\$0.55		
1	BG	999008	Kale, Green Chopped 1" 5#/BG	\$19.5500	\$19.55		
					Sales Tax:	\$0.00	
					P.O. Total:	\$20.10	<input type="checkbox"/>
Sunrise Produce Company	170982	4/17/2015	4/20/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
45	CS	999130	Banana, Petite GreenTip 40#/cs	\$20.5000	\$922.50		
1	SK	999261	Carrot, Jumbo 25#/SK	\$14.1500	\$14.15		
3	EA	999146	Tomatoes, Grape Basket	\$2.0140	\$6.04		
38	BG	999007	Jicama Sticks, 5LB/BG	\$11.5000	\$437.00		
2	CS	999001	Carrot Coins, 4/5lb CS	\$20.3500	\$40.70		
1	CS	999120	Lettuce, Greenleaf 12ct/CS	\$16.3800	\$16.38		
4	CS	999041	Orange, Choice 138ct/CS	\$21.7000	\$86.80		
					Sales Tax:	\$0.00	
					P.O. Total:	\$1,523.57	<input type="checkbox"/>
Sunrise Produce Company	170983	4/17/2015	4/21/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
14	LU	999259	Tomato, Repack 5x6 LU	\$17.6000	\$246.40		
10	EA	999005	Cilantro, 1BU/EA	\$0.7000	\$7.00		
4	LB	999115	Pepper, Chile Jalapeno LB	\$0.7500	\$3.00		
8	CS	05228	Carrot, Baby Peeled Slims 200/1/5oz.	\$21.4000	\$171.20		
5	EA	999006	Cucumber, ea	\$0.5470	\$2.73		
1	CS	999214	Lettuce, Green Leaf 24ct/CS	\$27.2000	\$27.20		
2	LB	999124	Pepper, Bell Yellow Med LB	\$1.8630	\$3.73		
1	CS	999204	Lettuce, Spring Mix Sweet 3#/CS	\$10.2000	\$10.20		
3	EA	06208	Tomatoes-Grape (Clam Shell) Basket	\$2.0140	\$6.04		
1	CS	999013	Romaine, Chopped 6-2#/CS	\$18.0000	\$18.00		
2	EA	999006	Cucumber, ea	\$0.5470	\$1.09		
2	UN	999139	Pepper, Bell Red Choice 1-lb/UN	\$1.1780	\$2.36		
1	EA	999098	Watermelon, Seedless EA	\$10.5500	\$10.55		
2	LB	999078	Mushroom, Medium 1#	\$5.5000	\$11.00		
1	UN	999047	Strawberries, 3ea	\$6.2240	\$6.22		

Purchase Orders - Detail

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Fullerton School District

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Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Sunrise Produce Company	170983	4/17/2015	4/21/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
2	EA	999037	Grape, Red Seedless 1LB	\$1.8500	\$3.70		
1	EA	999137	Pineapple, EA	\$4.6020	\$4.60		
1	EA	999050	Melon-Honeydew EA	\$2.5430	\$2.54		
1	EA	999118	Melon-Cantaloupe, 1EA	\$1.6170	\$1.62		
					Sales Tax:	\$0.00	
					P.O. Total:	\$539.19	
Sunrise Produce Company	170984	4/17/2015	4/22/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
11	CS	999130	Banana, Petite GreenTip 40#/cs	\$20.5000	\$225.50		
4	LB	999246	Onions, Red Jumbo 1LB	\$0.7770	\$3.11		
6	UN	01937	Grapes-Green Seedless 5#	\$19.5500	\$117.30		
4	UN	01952	Kale-Green 3ea	\$3.0100	\$12.04		
6	LB	02062	Squash-Zucchini lb	\$0.9530	\$5.72		
1	CS	02856	Star Fruit-Carambola 8#	\$33.2000	\$33.20		
1	CS	10166	Peas-China Purple (Snow) 10#	\$27.1500	\$27.15		
3	BG	999210	Celery Sticks Loose 4x1/2" 5#/BG	\$6.5500	\$19.65		
2	EA	999005	Cilantro, 1BU/EA	\$0.7000	\$1.40		
2	LU	999039	Kiwi, Bulk 19#/LU	\$27.2000	\$54.40		
6	EA	999028	Tomato, Cherry Red basket EA	\$2.2310	\$13.39		
1	CS	04995	Rambutan 5#	\$36.2000	\$36.20		
					Sales Tax:	\$0.00	
					P.O. Total:	\$549.05	
Sunrise Produce Company	170985	4/17/2015	4/23/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
5	CS	999130	Banana, Petite GreenTip 40#/cs	\$20.5000	\$102.50		
					Sales Tax:	\$0.00	
					P.O. Total:	\$102.50	
Sunrise Produce Company	170986	4/17/2015	4/24/2015				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
5	CS	999130	Banana, Petite GreenTip 40#/cs	\$20.5000	\$102.50		
					Sales Tax:	\$0.00	
					P.O. Total:	\$102.50	
					Vendor Total:	\$6,935.83	

GRAND TOTAL \$ 97,076.12
 (NET OF OPEN P.O.'S)

CONSENT ITEM

DATE: May 12, 2015

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Steve Miller, Director, Business Services

SUBJECT: APPROVE/RATIFY WARRANTS NUMBERED 97614 THROUGH 98236 FOR THE 2014/2015 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 97614 through 98236 for the 2014/2015 school year totaling \$2,971,888.98. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>		<u>Amount</u>
01	General Fund	2,821,709.64
12	Child Development	49,893.76
14	Deferred Maintenance	20,921.64
25	Capital Facilities	7,062.04
40	Special Reserve	651.64
68	Workers' Compensation	57,572.26
81	Property/Liability Insurance	14,078.00
	Total	<u>\$2,971,888.98</u>

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

Funding: Funding sources as reflected in the above listing.

Recommendation: Approve/Ratify warrants numbered 97614 through 98236 for the 2014/2015 school year.

SH:SM:gs

CONSENT ITEM

DATE: May 12, 2015
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Susan Hume, Assistant Superintendent, Business Services
PREPARED BY: Kenyatta Turner, Director, Nutrition Services
SUBJECT: APPROVE/RATIFY NUTRITION SERVICES WARRANTS NUMBERED 10823 THROUGH 10859 FOR THE 2014/2015 SCHOOL YEAR

Background: Board approval is requested for Nutrition Services warrants numbered 10823 through 10859 for the 2014/2015 school year. The total amount presented for approval is \$194,102.14.

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 10823 through 10859 for the 2014/2015 school year.

SH:KT:ai

CONSENT ITEM

DATE: May 12, 2015
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Chanjira Luu, Director, Classified Personnel Services
SUBJECT: APPROVE/RATIFY CLASSIFIED PERSONNEL REPORT

Background: The Classified Personnel Report reflects changes in employee status and was approved by the Personnel Commission at its meeting on April 20, 2015.

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

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

Recommendation: Approve/Ratify Classified Personnel Report.

CL:ph
Attachment

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 04/20/2015
PRESENTED TO THE BOARD OF TRUSTEES: 05/12/2015

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Employee	ID 4806	Custodian II	39-month reemployment list	04/03/15	24	8.00	542	B24/5
Lorena	Alvarado	Instr. Asst./SE /sub	Add substitute classification	03/10/15	12		248	B11/1
Employee	ID 5437	Bus Driver	Amend leave of absence dates	04/02/15	56	25.0/wk	565	B21/3
Employee	ID 3555		Catastrophic Sick Leave 4/7-5/1/15	04/07/15	28	8.00	409	B32/4
Erin	Vazquez	Playground Sup./sub	Change to substitute status	04/17/15	10		100	B11/1
Employee	ID 2320		FMLA	02/28/15	90	8.00	606	B24/6
Employee	ID 1716	After School Site Lead	FMLA/PDL	03/22/15	60	8.00	329	B18/6
Erica	Hart	Instr. Asst./Rec.	Hire probationary status	03/30/15	60	19.5/wk	329	B11/1
Jennifer	Moreno	Instr. Asst./Rec.	Hire probationary status	03/30/15	60	19.5/wk	85	B11/1
Jeffrey	Udarbe	Instr. Asst./Rec.	Hire probationary status	04/03/15	60	18.0/wk	329	B11/1
Vanessa	Pulido	Instr. Asst./SE II B	Hire probationary status	03/16/15	15	6.00	242	B14/1
Jonathan	Rainis	Instr. Asst./SE II B	Hire probationary status	04/06/15	15	6.00	121	B14/1
Mayra	Pulido	Personnel Tech. I	Hire probationary status	03/13/15	58	4.00	522	B23/1
Myrna	Carrasco	Playground Sup./sub	Hire substitute status	03/30/15	15		100	B11/1
Ebone	Fisher	Playground Sup./sub	Hire substitute status	03/30/15	15		100	B11/1
Mary	Hawkins	Playground Sup./sub	Hire substitute status	03/30/15	10		100	B11/1
Pauline	Phan	Playground Sup./sub	Hire substitute status	03/11/15	18		100	B11/1
Laura	Ridgely	Playground Sup./sub	Hire substitute status	03/30/15	26		100	B11/1
Jessica	Keesler	Instr. Asst./SE I	Increase hours from 3.0	03/18/15	22	3.50	126	B14/2
Elizabeth	Monterrey	Instr. Asst./SE II A	Increase hours from 3.25	04/09/15	29	6.00	127	B14/2
Linda	Morrison	Instr. Asst./Rec.	Increase hours/transfer from G.H.	04/13/15	13	15.0/wk	302/304	B11/4
Deborah	Katz	Instr. Asst./SE II A	Increase medical stipend from 2%	01/29/15	29	6.00	242	B14/6
Elaine	Wieland	Instr. Asst./SE II A	Increase medical stipend from 2%	04/06/15	29	6.00	242	B14/6
Nina	Mota	Admin. Secretary	Longevity increase	04/01/15	51	8.00	521	M03/3
Maria Carmen	Serna	Executive Assistant	Longevity increase	04/01/15	57	8.00	526	M08/3
Emilio	Ceballos	Lead Custodian	Promotion	03/30/15	53	8.00	542	B27/6
Elizabeth	Monterey	Instr. Asst./SE I	Related class transfer from IA/SE I	03/10/15	29	3.25	127	B14/2
Ana	Perez	Instr. Asst./SE II A	Related class transfer from IA/SE I	02/02/15	29	3.00	125	B14/4
Narlin	Flores	Instr. Asst./SE I	Related class transfer from IA/SE II A	02/18/15	29	3.00	121	B14/2
Mary Ellen	Rivera	Clerical Asst. II/BB	Resignation	04/01/15	90	24.0/wk	606	B20/4
Amy	Bokn	Instr. Asst./Rec.	Resignation	05/28/15	10	12.0/wk	116	B11/6
Raquel	Diaz	Instr. Asst./Rec.	Resignation	04/22/15	60	19.75/wk	329	B11/3
Christopher	Marvin	Instr. Asst./Rec.	Resignation on probation	04/03/15	60	19.5/wk	85	B11/1
David	Teixeira	Personnel Analyst	Resignation on probation	04/08/15	58	20.0/wk	522	M9/1

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 04/20/2015
PRESENTED TO THE BOARD OF TRUSTEES: 05/12/2015

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Johnnie	Simmons	Dispatcher/sub	Separation-no longer available	03/19/15	56		565	B27/6
Paolo	Varquez	Instr. Asst./SE/sub	Separation-no longer available	03/16/15	99		999	B14/1
Lusema	Gonzales	Playground Sup./sub	Separation-no longer available	04/10/15	24		100	B11/1
Shannon	Ochoa	Playground Sup./sub	Separation-no longer available	03/16/15	10		100	B11/1
Laura	Whipple	Ed. Media Asst.	Service retirement	05/29/15	13	10.0/wk	402	B19/6
Karen	Simo	Instr. Asst./SE I	Service retirement	05/29/15	26	3.75	122	B14/6
Roxanne	Arellano	Clerical Asst. II/BB	Step raise	04/01/15	12	3.00	403	B20/2
Lizbeth	Trujillo Sanchez	Clerical Asst. II/BB	Step raise	04/01/15	12	3.00	403	B20/2
Hector	Caballero	Custodian I	Step raise	04/01/15	28	8.00	542	B17/5
Martin	Calderon Cuevas	Custodian I	Step raise	04/01/15	29	8.00	542	B17/5
Marlene	Carbajal	Instr. Asst./Rec.	Step raise	04/01/15	60	18.0/wk	85	B11/3
Alberto	Fernandez Mares	Instr. Asst./Rec.	Step raise	04/01/15	11	19.75/wk	302	B11/2
Katherine	Phrasavath	Instr. Asst./Rec.	Step raise	04/01/15	29	3.70	212/302	B11/2
Evita	Rodriguez	Instr. Asst./Rec.	Step raise	04/01/15	60	19.5/wk	329	B11/3
Matthew	Yee	Instr. Asst./Rec.	Step raise	04/01/15	60	19.75/wk	329	B11/3
Jamie	Bachman	Instr. Asst./SE I	Step raise	04/01/15	19	3.50	122	B14/2
Jennifer	Foyt	Instr. Asst./SE I	Step raise	04/01/15	20	4.00	130	B14/2
Diane	Hatcher	Instr. Asst./SE I	Step raise	04/01/15	28	3.00	130	B14/3
Karalynn	Hollis	Instr. Asst./SE I	Step raise	04/01/15	17	3.00	130	B14/3
Erika	Hughes	Instr. Asst./SE I	Step raise	04/01/15	16	3.75	122	B14/2
Karina	Martinez	Instr. Asst./SE I	Step raise	04/01/15	16	3.50	122	B14/3
Carlos	Mota	Instr. Asst./SE I	Step raise	04/01/15	13	6.00	504	B14/2
Jamie	Emery	Instr. Asst./SE II B	Step raise	04/01/15	13	6.00	504	B14/2
David	Berdeja	Bus Driver	Temporary additional hours	03/23/15	56	20.0/wk	565	B21/6
Sandra	Ruiz	Bus Driver	Temporary additional hours	03/23/15	56	20.0/wk	565	B21/3
Luis	Zuniga	Bus Driver	Temporary additional hours	03/23/15	56	20.0/wk	565	B21/6
Jose	Saldana	Custodian I	Temporary additional hours	03/23/15	22	4.25	542	B17/6
Erica	Pereyra	Instr. Asst./Rec.	Temporary additional hours	10/02/14	60	9.0/wk	85	B11/6
Brenda	Espinosa	Instr. Asst./SE I	Temporary additional hours	03/30/15	21	1.00	122	B14/4
Cindra	Kerr	Instr. Asst./SE I	Temporary additional hours	02/19/15	25	2.00	126	B14/6
Karina	Martinez	Instr. Asst./SE I	Temporary additional hours	03/16/15	16	2.50	122	B14/3
Vanessa	Saldana	Instr. Asst./SE I	Temporary additional hours	03/30/15	12	10.0/wk	126	B14/2
Marianna	Chaidez	Instr. Asst./SE I	Temporary additional hours	02/23/15	20	3.00	122	B14/1
Olga	Alvarado	Instr. Material Specialist	Temporary additional hours	03/02/15	50	5.0/wk	531	B20/2

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT
PRESENTED TO THE PERSONNEL COMMISSION: 04/20/2015
PRESENTED TO THE BOARD OF TRUSTEES: 05/12/2015

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Donna	Vargas	Reprographics Tech.	Temporary additional hours	03/10/15	50		519	B20/5
Vicki	Tapia	Clerical Asst. II/BB	Temporary additional hours-two days	03/23/15	55		382	B20/2
Anthony	Rosales	Instr. Asst./SE I	Transfer from Golden Hill	03/16/15	12	3.00	125	B14/4
Employee	ID 2470	Bus Driver	Unpaid leave of absence	04/02/15	56	27.3/wk	565	B21/6
Employee	ID 5185	Health Assistant	Unpaid leave of absence	02/25/15	11	3.75	402	B17/1
Employee	ID 5408	Instr. Asst./Rec.	Unpaid leave of absence-six days	05/21/15	60	19.5/wk	329	B11/3
Employee	ID 5747	Custodian I	Unpaid leave of absence-two days	03/23/15	22	8.00	542	B17/2
Angela	Naranjo	After School Site Lead	Working out of class 3/30-6/3/15	03/30/15	60	8.00	329	B18/4

CONSENT ITEM

DATE: May 12, 2015
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Craig C. Bertsch, Ed.D., Assistant Superintendent, Personnel Services
PREPARED BY: Chanjira Luu, Director, Classified Personnel Services
SUBJECT: APPROVE CLASSIFIED TUITION REIMBURSEMENT

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

Sergio Saucedo - Classes taken at University of California Los Angeles
MGMNT X443.1 – Fundamentals of Project Management
Total amount payable \$500

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

Funding: Employee reimbursements are funded from the District's Classified Employees' Tuition Reimbursement budget 522 (unrestricted General Fund) for the 2014/2015 fiscal year. \$5,000 is a contract language mandate and is budgeted annually for such expenses.

Recommendation: Approve Classified tuition reimbursement.

CCB:CL:ph

CONSENT ITEM

DATE: May 12, 2015

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

FROM: Craig C. Bertsch, Ed.D., Assistant Superintendent, Personnel Services

PREPARED BY: Marilee Cosgrove, Director, Child Development Services

SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND VANESSA CROCINI DBA 2503 PRODUCTIONS FOR VIDEO PRODUCTION OF CHILD DEVELOPMENT PROGRAMS BETWEEN MAY 14, 2015 AND JUNE 30, 2015**

Background: Fullerton School District operates Child Development programs which include State-funded and fee-based preschools, Prop 49 After School Education and Safety Program, before and after school traditional child care, and Commission on Families and Children Early Learning Program. These programs, combined, serve 3,500 students and families each day.

Rationale: Vanessa Crocini is an Italian award winning documentary filmmaker and journalist currently located in Los Angeles. She graduated in Film from University of Bologna and completed a Post Graduate Program in Entertainment Studies at UCLA. She is the founder of 2503 Productions. Her documentary, "Get Together Girls" has received awards at many film festivals around the world. Her works typically feature social positive stories and empowering portraits and has included at-risk youth and their communities. Ms. Crocini's background lends to her understanding of the needs of our video focusing on the outcomes of the experiences for children in Fullerton School District's preschool, Early Learning studios, and before and after school programs. Two three-minute comprehensive videos, which will include taping, editing and production, will provide community-wide information relative to those programs and services.

Funding: Cost not to exceed \$5,000 and is to be paid from Child Development budget #082.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Vanessa Crocini dba 2503 Productions for video production of Child Development Programs between May 14, 2015 and June 30, 2015.

CCB:MC:ln
Attachment

2014-2015 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Vanessa Crocini dba 2503 Productions** hereinafter referred to as "Contractor."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor: Contractor shall provide **a comprehensive video production of Child Development programs which include State-funded and fee-based preschools, Prop 49 After School Education and Safety Program, before and after school traditional child care, and Commission on Families and Children Early Learning Program** hereinafter referred to as "Services". Services shall be provided by **Vanessa Crocini dba 2503 Productions**.

2. Term. Contractor shall commence providing Services under this Agreement on **May 14, 2015**, and will diligently perform as required and complete performance by **June 30, 2015**.

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Five Thousand Dollars (\$5,000.00)**. Contractor shall submit a detailed invoice to District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Services for District, except as follows: **Not Applicable**.

5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of Contractor's employees as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state and local

taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

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

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, and ideas prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by, District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

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

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for the Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

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

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

10. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its Governing Board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property, caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

11. Insurance. The Contractor, at Contractor's sole cost and expense, shall insure Contractor's activities in connection with the Services under this Agreement and shall obtain, keep in force, and maintain insurance as follows:

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

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

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation

coverage of at least \$1,000,000.00 for each occurrence.

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

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

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

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

- (1) Indicate that the District and its Governing Board, officers, and employees have been endorsed as additional insureds under the coverages referred to under a. and b.; and
- (2) Include a provision that the coverages will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the District.

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

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

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code Section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractor's employees to submit to additional criminal background checks at the District's sole and absolute discretion.

13.2 Tuberculosis Testing. Contractor and Contractor's employees, if any, providing Services to students shall provide evidence of appropriate tuberculosis screening prior to the performance of the Services and provide annual certification thereafter. Contractor shall complete and submit to District any required documentation to verify compliance.

14. Permits/Licenses. Contractor shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of the Services pursuant to this Agreement.

15. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which the Services are actually being performed pursuant to this Agreement.

16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

17. Nondiscrimination. Contractor agrees that Contractor will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age or other characteristics protected by federal or state laws of such persons.

18. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

At the date of this Agreement, the addresses of the parties are as follows:

DISTRICT:
Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833
Attn: _____

CONTRACTOR:
Vanessa Crocini dba 2503 Productions
Address – On File
City, State, Zip – On File
Attn: Vanessa Crocini

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

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

22. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all parties have signed it.

24. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

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

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

THIS AGREEMENT IS ENTERED INTO THIS 12th DAY OF May, 2015.

FULLERTON SCHOOL DISTRICT

By:

Robert Pletka, Ed.D.
Superintendent

Vanessa Crocini
(Contractor Name)

By:

Signature

Vanessa Crocini, Owner
(Typed Name, Title)

On File
Taxpayer ID Number

CONSENT ITEM

DATE: May 12, 2015

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

FROM: Craig C. Bertsch, Ed.D., Assistant Superintendent, Personnel Services

PREPARED BY: Marilee Cosgrove, Director, Child Development Services

SUBJECT: APPROVE INDEPENDENT CONTRACTOR AGREEMENTS WITH BOYS AND GIRLS CLUBS OF FULLERTON AND CITY OF FULLERTON FOR SERVICES PROVIDED IN SUPPORT OF PROPOSITION 49 GRANT-FUNDED AFTER SCHOOL EDUCATION AND SAFETY PROGRAM FOR JULY 1, 2015 THROUGH JUNE 30, 2016

Background: The contract agreements are for a 12-month continuation of services contingent upon annual renewal by the California Department of Education After School Program.

<u>Community-Based Organization</u>	<u>Schools</u>	<u>Students</u>	<u>Funding Amount</u>
Boys and Girls Clubs of Fullerton	Commonwealth	84	\$ 98,280
	Valencia Park	40	\$ 46,800
City of Fullerton	Maple	84	\$ 98,280
	Orangethorpe	151	\$176,670

Rationale: The Proposition 49 Grant-Funded After School Program has been a collaboration between the Fullerton School District and these community-based organizations to serve 1,307 students daily since the inception of the program.

Funding: Payment solely from Proposition 49 Grant-Funded After School Education and Safety Program.

Recommendation: Approve Independent Contractor Agreements with Boys and Girls Clubs of Fullerton and City of Fullerton for services provided in support of Proposition 49 Grant-Funded After School Education and Safety Program for July 1, 2015 through June 30, 2016.

CCB:MC:ln
Attachments

2015-2016 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Boys & Girls Clubs of Fullerton** hereinafter referred to as "Contractor."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor: Contractor shall provide **an after school program that is in compliance with the After School Education and Safety grant** hereinafter referred to as "Services". **A copy of the specific grant requirements will be provided to each grantee. Grant requirements include a three-hour program (180 days) with a minimum of one hour devoted solely for homework/academic support and two hours of enrichment activities. The funding amount reflects a maximum of 84 participants at Commonwealth School and 40 participants at Valencia Park School. The maximum adult/student ratio is not to exceed 1/20. Provisions will be made by Boys & Girls Clubs of Fullerton to accommodate staff out on sick leave and/or vacation. In addition, funding is based on daily attendance, and accurate records are to be maintained at each program site. Site supervisors will implement appropriate student signing in and out procedures, and attendance shall be submitted to the District each month. The program is required to maintain an inventory with documentation of all supplies purchased with grant funds. Program budgets must designate 90% of funds to direct services and 10% to indirect/administrative costs. A copy of the fiscal budget shall be submitted to the District prior to August 10, 2015. This contract is contingent upon maintaining program standards and attendance. District has the right to establish the standards by which the quality of the program is assessed. Facility space shall be maintained in a clean and healthful manner.**

2. Term. Contractor shall commence providing services under this Agreement on **July 1, 2015**, and will diligently perform as required and complete performance by **June 30, 2016**.

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **One Hundred Forty-Five Thousand Eighty Dollars (\$145,080.00) based on maintaining 85% daily attendance (\$6.50 per student, 180 days)**. Contractor shall submit a detailed invoice to District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Services for District, except as follows: **Not applicable.**

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

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

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, and ideas prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by, District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

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

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for the Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

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

10. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its Governing Board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property, caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

11. Insurance. The Contractor, at Contractor's sole cost and expense, shall insure Contractor's activities in connection with the Services under this Agreement and shall obtain, keep in force, and maintain insurance as follows:

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

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

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$1,000,000.00 for each occurrence.

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

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

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

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

- (1) Indicate that the District and its Governing Board, officers, and employees have been endorsed as additional insureds under the coverages referred to under a. and b.; and
- (2) Include a provision that the coverages will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the District.

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

13. Compliance With Applicable Laws. The Services must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules,

regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in the Services covered by this Agreement or accruing out of the performance of such Services.

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code Section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractor's employees to submit to additional criminal background checks at the District's sole and absolute discretion.

13.2 Tuberculosis Testing. Contractor and Contractor's employees, if any, providing Services to students shall provide evidence of appropriate tuberculosis screening prior to the performance of the Services and provide annual certification thereafter. Contractor shall complete and submit to District any required documentation to verify compliance.

14. Permits/Licenses. Contractor shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of the Services pursuant to this Agreement.

15. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which the Services are actually being performed pursuant to this Agreement.

16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

17. Nondiscrimination. Contractor agrees that Contractor will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age or other characteristics protected by federal or state laws of such persons.

18. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

At the date of this Agreement, the addresses of the parties are as follows:

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

CONTRACTOR:
Boys & Girls Clubs of Fullerton
348 W. Commonwealth Avenue
Fullerton, CA 92832
Attn: Brett Ackerman, CPO

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

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

22. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all parties have signed it.

24. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

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

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

THIS AGREEMENT IS ENTERED INTO THIS **12TH** DAY OF **MAY 2015**.

FULLERTON SCHOOL DISTRICT

BOYS & GIRLS CLUBS OF FULLERTON
(Contractor Name)

By:

By:

Robert Pletka, Ed.D.
Superintendent

Signature

On File
Taxpayer ID Number

*Note: Do not type Taxpayer ID Number on contract. Included on Insurance Certificate.
You are responsible for obtaining insurance and W9 information prior to issuing contract.*

2015-2016 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **City of Fullerton** hereinafter referred to as "Contractor."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor: Contractor shall provide **an after school program that is in compliance with the After School Education and Safety grant** hereinafter referred to as "Services". **A copy of the specific grant requirements will be provided to each grantee. Grant requirements include a three-hour program (180 days) with a minimum of one hour devoted solely for homework/academic support and two hours of enrichment activities. The funding amount reflects a maximum of 84 participants at Maple School and 151 participants at Orangethorpe School. The maximum adult/student ratio is not to exceed 1/20. Provisions will be made by City of Fullerton to accommodate staff out on sick leave and/or vacation. In addition, funding is based on daily attendance, and accurate records are to be maintained at each program site. Site supervisors will implement appropriate student signing in and out procedures, and attendance shall be submitted to the District each month. The program is required to maintain an inventory with documentation of all supplies purchased with grant funds. Program budgets must designate 90% of funds to direct services and 10% to indirect/administrative costs. A copy of the fiscal budget shall be submitted to the District prior to August 10, 2015. This contract is contingent upon maintaining program standards and attendance. District has the right to establish the standards by which the quality of the program is assessed. Facility space shall be maintained in a clean and healthful manner.**

2. Term. Contractor shall commence providing services under this Agreement on **July 1, 2015**, and will diligently perform as required and complete performance by **June 30, 2016**.

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Two Hundred Seventy-Four Thousand Nine Hundred Fifty Dollars (\$274,950.00) based on maintaining 85% daily attendance (\$6.50 per student, 180 days)**. Contractor shall submit a detailed invoice to District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Services for District, except as follows: **Not applicable.**

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

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

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, and ideas prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by, District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

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

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for the Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

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

10. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its Governing Board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property, caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

11. Insurance. The Contractor, at Contractor's sole cost and expense, shall insure Contractor's activities in connection with the Services under this Agreement and shall obtain, keep in force, and maintain insurance as follows:

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

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

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$1,000,000.00 for each occurrence.

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

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

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

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

- (1) Indicate that the District and its Governing Board, officers, and employees have been endorsed as additional insureds under the coverages referred to under a. and b.; and
- (2) Include a provision that the coverages will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the District.

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

13. Compliance With Applicable Laws. The Services must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules,

regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in the Services covered by this Agreement or accruing out of the performance of such Services.

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code Section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractor's employees to submit to additional criminal background checks at the District's sole and absolute discretion.

13.2 Tuberculosis Testing. Contractor and Contractor's employees, if any, providing Services to students shall provide evidence of appropriate tuberculosis screening prior to the performance of the Services and provide annual certification thereafter. Contractor shall complete and submit to District any required documentation to verify compliance.

14. Permits/Licenses. Contractor shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of the Services pursuant to this Agreement.

15. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which the Services are actually being performed pursuant to this Agreement.

16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

17. Nondiscrimination. Contractor agrees that Contractor will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age or other characteristics protected by federal or state laws of such persons.

18. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

At the date of this Agreement, the addresses of the parties are as follows:

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

CONTRACTOR:
City of Fullerton
303 W. Commonwealth Avenue
Fullerton, CA 92832
Attn: _____

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

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

22. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all parties have signed it.

24. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

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

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

THIS AGREEMENT IS ENTERED INTO THIS **12TH** DAY OF **MAY 2015**.

FULLERTON SCHOOL DISTRICT

CITY OF FULLERTON
(Contractor Name)

By:

By:

Robert Pletka, Ed.D.
Superintendent

Signature

On File
Taxpayer ID Number

*Note: Do not type Taxpayer ID Number on contract. Included on Insurance Certificate.
You are responsible for obtaining insurance and W9 information prior to issuing contract.*

CONSENT ITEM

DATE: May 12, 2015
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Craig C. Bertsch, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN FULLERTON SCHOOL DISTRICT AND AZUSA PACIFIC UNIVERSITY (APU) TO COMMENCE JULY 1, 2015 THROUGH JUNE 30, 2020

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

APU has recently created a Memorandum of Understanding (MOU) to supersede all existing placement agreements. APU wishes to continue its partnership with Fullerton School District to place students with mentors in the field of regular education, special education, school counseling, school psychology, and administrative services. The MOU addresses student teaching placements, fieldwork experience, and internships. Teacher stipends range from \$100 to \$200 for full-time student teacher placements.

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

Funding: Not applicable.

Recommendation: Approve Memorandum of Understanding (MOU) between Fullerton School District and Azusa Pacific University (APU) to commence July 1, 2015 through June 30, 2020.

CCB:nm
Attachment



MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT entered into by and between **Azusa Pacific University**, hereinafter called the **UNIVERSITY** and **Fullerton School District**, hereinafter called the **DISTRICT**:

WITNESSETH

WHEREAS, the governing board of a school district may enter into agreements with a college or university approved by the Commission on Teacher Credentialing as a teacher education institution (Ed. Code Section 44227), to provide educational field experiences as may be called for in the requirements of the various authorized credentials for public school service; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the school district of an amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, the University operates fully-accredited educational programs for its candidates; and

WHEREAS, it is to the mutual benefit of the University and the District to make a program of educational fieldwork experiences available to the University's candidates at the District's facilities.

NOW, THEREFORE, it is mutually agreed upon between the parties as follows:

GENERAL TERMS AND CONDITIONS

1. **Term.** The term of this agreement shall commence on **July 1, 2015** and terminate on **June 30, 2020**.
2. **Termination.** Notwithstanding anything herein contained to the contrary, either party may terminate this agreement with thirty (30) days written notice to the undersigned. In the event of early termination of this agreement, candidates who have not yet completed their K-12 Educational field experience assignment in the District may complete their assignment at the discretion of the University. Nothing in this agreement shall limit the right of the University, acting in its sole discretion, to remove a candidate from the K-12 setting at any time.
3. **Amendments.** The provisions of this agreement may be altered, changed, or amended, by mutual written consent of the parties hereto.
4. **Execution.** This agreement may be executed in one or more counterparts, all of which shall constitute one and the same document. Counterparts may be exchanged by facsimile or email. Each counterpart, whether an original signature or a facsimile copy, shall be deemed an original as against any Party who signed it.

5. Insurance.

- a. The District shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees. The University shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees and candidates.
- b. The District shall carry professional liability insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in the aggregate, for its employees and agents. The University shall carry professional liability insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in the aggregate, for its employees, agents, and candidates. The District shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees and agents. The University shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees, agents, and candidates.
- c. The District maintains proof of all insurance coverage and will provide said proof to the University upon request. The University maintains proof of all insurance coverage and will provide said proof to the District upon request.
- d. The employment status of candidates and the responsibility for insurance coverage for candidate activities depends upon the status of the candidates as set forth below:
 - i. Candidates Participating in Unpaid K-12 Educational Field Experience not at Candidate's Place of Employment: If the University's candidates are participating in an unpaid K-12 educational field experience not at his or her place of employment, it is understood that the University's candidates are fulfilling specific requirements for field experiences as part of a degree or credential program requirement, and therefore, the University's candidates do not thereby become employees of the District by virtue of their field experience. The University shall be responsible for providing insurance coverage for such candidates, pursuant to Sections 5.a and 5.b of this agreement.
 - ii. Candidates Participating in Unpaid K-12 Educational Field Experience at Candidate's Place of Employment: If the University's candidates are participating in an unpaid internship or field experience at his or her place of employment, it is understood by that the University and the District shall keep the field experience and work duties of the University's candidates strictly separate. The University shall be responsible for providing insurance coverage for such candidates' field experience pursuant to Section 5.a and 5.b of this agreement. The District shall be responsible for providing insurance coverage for such candidates' activities as a District employee pursuant to Section 5.a and 5.b of this agreement.
 - iii. Candidates Participating in Paid K-12 Educational Field Experience: If the University's candidates are provided with a nominal stipend from the District intended to reimburse them for estimated expenses related to their field experience, the University's candidates do not thereby become employees of the District, and the

University shall be responsible for providing insurance coverage for such candidates pursuant to Sections 5.a and 5.b of this agreement; however, the District shall be responsible for issuing a Form 1099 reporting the stipend to the Internal Revenue Service. If, however, the University's candidates are paid by the District for their services, then they become employees of the District, and the District is responsible for all employee obligations and for insuring the activities of such candidates under Section 5.a and 5.b of this agreement.

6. Confidentiality.

- a. All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the District or the project shall remain strictly confidential and shall not be disclosed without consent of the District. The University agrees to notify candidates that they are responsible for respecting and maintaining the confidentiality of all information with respect to all students of the District.
 - b. The University and the District agree to comply with the Family Educational Rights and Privacy Act (FERPA) of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education to the end that the rights and privacy of the students enrolled in the District and of their parents are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill assignments or contractual obligations with the District. The provisions of the Family Educational Rights and Privacy Act of 1974 include, but are not limited to ensuring that (a) no identification of students or their parent(s)/guardian(s) by persons other than representatives of the University and required persons performing activities mandated by the California Department of Education, California Commission on Teacher Credentialing (i.e. auditors) is permitted; (b) the individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained; (c) no access to individual student data shall be granted by the University to any other persons, agency, or organization without the written consent of the pupil's parent/guardian, except for sharing with other persons within the District or representatives of the University, so long as those persons have a legitimate interest in the information; (d) the District will not disclose the candidate records of the University's candidates except to University and District officials who have a legitimate need for the information consistent with their official responsibilities.
7. **Non-Discrimination.** The University and the District agree to make no distinction among candidates covered by this agreement on the basis of race, color, religion, national origin, gender, age, disability, or status as a veteran.
8. **Transportation of Students.** Neither the University nor the District will provide transportation for candidates between the University and the District school. Each candidate shall be responsible for his or her transportation.
9. **Scope of Authority.** The District shall exercise exclusive control over the administration, operation, maintenance and management of the District and its schools, and the University's candidates while they are in residence at the District. Subject thereto, the University shall exercise control and supervision over the operation, curriculum, faculty and candidates of the University within the prescribed framework.

10. Indemnification.

- a. The University shall indemnify, save and hold harmless the District, its officers, directors, and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorneys fees) that may arise out of negligent acts or omissions of the University, and its officers, directors, candidates and employees during the course and scope of a University candidate's clinical training.
- b. The District shall indemnify, save and hold harmless the University, its officers, directors, and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorneys fees) that may arise out of negligent acts or omissions of the District, and its officers, directors, or employees during the course and scope of a University candidate's clinical training.

11. Scope of Work.

TEACHER EDUCATION STUDENT TEACHING

“Student teaching” as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District (a) holding valid credentials issued by the Commission on Teacher Credentialing, other than emergency or intern credentials, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching is provided and (b) having completed a minimum of three years of successful teaching experience.

The District shall provide teaching experience through student teaching in schools and classes of the district for candidates who are assigned by the University to student teaching in schools or classes of the District. Such student teaching shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and the University through their duly authorized representatives may agree upon.

The District may, for good cause, refuse to accept for student teaching any candidate of the University assigned to student teaching in the District and upon request of the District, made for good cause, the University shall terminate the assignment of any candidate of the University to student teaching in the District.

The University will ensure candidates who participate in student teaching hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and have satisfied the additional requirements of (a) passing the CBEST exam, (b) demonstrating Subject Matter Competence, (c) meeting U.S. Constitution, (d) possessing a valid certificate of clearance, (e) have a negative TB test within 2 years of the end date of the student teaching assignment, and (f) passing applicable Teaching Performance Assessments.

“Full-time student teaching” is an assignment for the regular school day for the full 18-week public school semester, including all duties normally performed by a teacher.

At the secondary level, a full-time assignment is a minimum of four periods of student teaching, one period of planned observation, and one preparation period for eighteen weeks. For this, the University will

pay the District for performance by the District of all services required at the rate of two hundred dollars (\$200) for each full-time student teacher.

For special education, a full-time assignment is a full school day in an appropriate mild/moderate or moderate/severe setting for eighteen weeks. For this, the University will pay the District for performance by the District of all services required at the rate of two hundred dollars (\$200) for each full-time student teacher.

At the elementary level a full-time assignment is a full school day for nine weeks in a primary (K-3) classroom and nine weeks in an intermediate (4-6) classroom. For this, the University will pay the District for performance by the District of all services required at a rate of one hundred dollars (\$100) for each full-time student teacher.

An assignment of a candidate of the University to student teaching in schools or classes of the District shall be, at the discretion of the University for approximately one semester and, as much as possible, shall begin on the first day of the District semester and continue through the last day of the District semester.

Within a reasonable time following the close of each assignment, the District shall submit an invoice, in duplicate, to the University for payment, at the rate provided herein, for all student teaching assignments provided by the District under and in accordance with this agreement during said semester.

TEACHER EDUCATION INTERN TEACHING

“Intern teaching” as used herein and elsewhere in this agreement means active participation in a teacher internship program pursuant to California Education Code Section 44450 whereby University candidates may be placed as Intern teachers in District Schools. An Intern candidate is authorized to assume the functions authorized by the appropriate Multiple Subject, Single Subject, or Education Specialist Credential. The Intern candidate’s services meet the instructional needs of the participating district. The Intern candidate does not displace other certificated employees in the participating district, and this agreement meets with the District’s contractual specifications with certificated employees.

The District will assign each Intern candidate a certified mentor/support provider who will be responsible for overseeing and offering support to the intern throughout the internship teaching year(s). The District agrees to provide to the University the name of the mentor/support provider for each term. The certified mentor/support provider must (a) hold a valid corresponding Clear or Life credential, (b) have completed a minimum of three years of successful teaching experience, (c) have EL Authorization if he/she is providing supervision and support to a candidate who does not have EL Authorization.

The District must ensure sufficient resources are provided including the identification of protected time for district provided support providers to work with the Intern candidates within the school day to deliver the appropriate support/mentoring and supervision to the candidate and an evaluation of the site support that is provided.

The University will ensure candidates in the Internship Program hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and have satisfied the additional

requirements of (a) passing the CBEST exam, (b) demonstrating Subject Matter Competence, (c) meeting U.S. Constitution, (d) possessing a valid certificate of clearance, (e) have completed the required Pre-service Training, and passing applicable Teaching Performance Assessments.

The University will assign a university supervisor to support the intern who will work cooperatively with the district personnel designated above. The university supervisor will confer with both the site administrator and the mentor/support provider for the intern. The University supervisor will have the following minimum qualifications (a) have current knowledge in the content area of the candidate; (b) have the ability to model best professional practices in teaching learning, scholarship, and service; (c) have knowledge about diverse abilities, cultural, language, ethnic, and gender diversity; and (d) understand the context of public schools and have a thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools.

The District and the University will work in partnership to provide a minimum of 144 hours of support/mentoring and supervision to each Intern candidate each school year. The District will provide approximately 2/3 of the support/mentoring and supervision in the form of content specific coaching; grade level or department meetings; new teacher orientation; coaching from an administrator; co-planning with a special educator or English learner expert to address special needs or English learner students; demonstration lessons or co-teaching activities with a mentor/support provider, coach or supervisor; intern candidate observation of other teachers and classrooms; observing SDAIE/ELD lessons online or in person; editing work-related writing; professional learning communities activities addressing issues in the intern's classroom; OR other support and supervision activities. The University will provide approximately 1/3 of the support/mentoring and supervision in the form of seminars, peer/faculty support; classroom observations and coaching; intern observation of other teachers and classrooms; email, phone, and/or video conferencing support related to observations, problem-solving, planning curriculum, and/or instruction; professional literature/research discussion groups facilitated by appropriately credentialed program faculty; OR other support and supervision activities. The University is responsible for documentation of support/mentoring and supervision.

The District and the University agree to the allocation of additional personnel, time, and resources for individuals who have not yet earned an English learner authorization. The participating district will identify an individual who is immediately available to assist Intern candidates with planning lessons that are appropriately designed and differentiated for ELs, for assessing language needs and progress, and to support language accessible instruction. This individual must have an EL authorization.

The District and the University agree to provide access to those who will be evaluating the performance of the candidate to provide knowledge on the performance of Intern candidates and any areas of needed additional support or supervision.

TEACHER EDUCATION CLEAR/INDUCTION FIELD EXPERIENCE

“Clear/Induction Field Experience” as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching while participating in the General Education Induction Credential Program or Education Specialist Clear Credential Program and holding a Preliminary Teaching Credential.

The University agrees to (1) work with candidates to develop an Individualized Induction Plan (IIP) which identifies field-based goals, accessible materials, and plan for measurement of student progress aligned with CA Standards for the Teaching Profession (CSTPs) related to high priority needs of students served by the Clear/Induction candidate; (2) field-based student assessment, identification and implementation of goals and data collection with opportunities for discussion and input from District support providers; (3) provide opportunities for Clear/Induction candidates to reflect on implementation of goals through interaction with peer teachers, University mentors, and District support providers in structured sessions designed to analyze strengths and set new goals for continuous student improvement; and (4) complete exit Clear/Induction meetings with candidates that review their progress to date, their students' progress data, sets any needed new instructional goals to add to IIPs to ensure continuous improvement, and provides an occasion for the University mentors to evaluate whether each participating Clear/Induction candidate has met the standards to be recommended for the Professional Clear Teaching Credential.

The District agrees to select support providers in a timely manner and in a coordinated effort with the University from the following District sources: (a) BTSA staff; (b) Intern Program Development staff; (c) on-site teachers with Professional Clear Teaching Credentials; (d) off-site teachers with Professional Clear Teaching Credentials; (e) retired teachers; and (f) program specialists. Support providers will meet the following criteria: (a) minimum of five years experience as a teacher; (b) minimum of two years experience as a support provider; (c) Professional Clear or Life Teaching Credential in appropriate specialty area; (d) documented evidence of formal training as support provider through the District, or willingness to be trained by the University; (e) ability and agreement to provide bi-weekly support to participating Clear/Induction candidates; and (f) employed by the District.

SCHOOL COUNSELING & SCHOOL PSYCHOLOGY FIELD PROGRAM

The District agrees to appoint a staff member as District Representative to administer the District's responsibilities related to the Program and collaborate with the Coordinator of Field Education for School Counseling and School Psychology in implementing the candidate's field experience at the District. The District Representative shall be responsible for on-going communication with the University, as well as the designation of District employees to serve as Field Supervisors responsible for direct supervision of assigned candidates. All staff members designated as Field Supervisors shall meet the CCTC criteria for supervising students. In the absence of the Field Supervisor so designated, suitable alternate persons will be designated and available.

The District Representative and Field Supervisors shall be granted with sufficient time to supervise, plan and implement the field experience including, when feasible, time to attend relevant meetings and conferences.

The District shall (a) support continuing education and professional growth and development of those staff members of the District responsible for supervision of assigned candidates; (b) provide the physical facilities and equipment necessary to conduct the field experience; (c) provide assigned candidates, whenever possible, with the use of library facilities, reasonable study and storage space; (d) make available to the University a written description of the planned educational program (including objectives) to be followed during field experience; (e) advise the University of any changes in its personnel,

operations or policies which may affect the field experience; (f) permit inspection by the University of the facilities, services available for learning experiences, candidate records, and other items pertaining to the field experience; (g) determine the number of candidates which the District can accommodate during a given period of time and accept only the number of students which the District can accommodate; and (h) provide access to the University and its candidates the applicable District rules and regulations with which they are expected to comply.

The District shall evaluate the performance of assigned candidates on a regular basis using the evaluation form supplied by the University or one that is regularly used by the District. The completed evaluation will be forwarded to the University promptly upon conclusion of each candidate's field experience. Notice will be provided to the University, as soon as practical and at least by mid-term of a candidate's field experience, of any serious deficiency noted in the ability of the candidate to progress toward achievement of the stated objectives of the field experience. The District shall otherwise have the right to terminate any candidate whose health of performance is a detriment to any patient's well-being or to achievement of the stated objectives of the candidate's field experience. Prior to such termination, the District shall notify the University's Coordinator of Field Education.

The University agrees to appoint a staff member as Coordinator of Field Education to administer the University's responsibilities related to the Program and oversee the candidates' field experience at the District. The Coordinator of Field Education shall be responsible for on-going communication with the District.

The University agrees to assume responsibility for assuring compliance with applicable educational standards established by the California Commission on Teacher Credentialing (CCTC), Council for the Accreditation of Educator Preparation (CAEP), and National Association of School Psychologists (NASP).

The University agrees to notify the District, at a time mutually agreed upon, of its planned schedule of candidate assignments, including each candidate's name, level of academic preparation, and length and date of the field experiences. The university shall refer to the District only those candidates who have satisfactorily completed the prerequisite didactic portion of the curriculum.

The University agrees to advise assigned candidates regarding appropriate health and professional liability insurance. All candidates will be covered by the University's group professional liability insurance as required by the terms of this agreement.

The University agrees to orient the candidates to the District's requirements for acceptance, and to have assigned candidates provide, prior to commencement of their field assignments, any of the following information as may be required by the District to determine whether the candidates meet the District's requirements for field program participants: (i) health screening information, such as copies of any reports of physical examinations, immunizations, or medical tests; and (ii) background checks, such as a criminal background check, confirmation that the candidate is not a sexual offender or listed in any child abuse registry, or confirmation that the candidate is not on an OIG or GSA exclusion list; and (iii) drug screening.

The University agrees to require assigned candidates to comply with existing pertinent rules and regulations of the District and all reasonable directions given by qualified District personnel during periods of field assignment and while on District premises.

The University agrees to supply the District with appropriate forms to be used in evaluating the performance of the assigned students or to accept the forms regularly used by the District.

The University and the District agree to establish the educational objectives for the Program, devise methods for their implementation, and continually evaluate the Program to determine its effectiveness.

SCHOOL COUNSELING & SCHOOL PSYCHOLOGY INTERN

The Intern School Counselor or School Psychologist is authorized to assume the functions that are authorized by the Pupil Personnel Services School Counseling or School Psychology Internship Credential.

The University shall ensure candidates in the Internship Program hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and have satisfied the additional requirement of passing the CBEST exam.

The University shall provide a supervisor to work cooperatively with the Intern School Counselor or School Psychologist and site supervisor.

The District shall authorize an appropriately credentialed School Counselor or School Psychologist to supervise the Intern School Counselor or School Psychologist.

The District shall ensure no Intern School Counselor or School Psychologist will have his/her salary reduced by more than one-eighth of the total contracted pay to cover costs of site supervision. The salary of the Intern School Counselor or School Psychologist shall not be less than the minimum base salary paid regularly certificated personnel in similar positions.

The District agrees that the Intern School Counselor or School Psychologist will remain an employee of the District for the term of the issued Internship Credential or completion of the program, whichever occurs first.

The District shall ensure that the Intern School Counselor or School Psychologist does not displace other certificated Pupil Personnel Services employees in the District.

ADMINISTRATIVE SERVICES PRELIMINARY FIELD EXPERIENCE

The Administrative Services Preliminary Credential Program can more successfully prepare candidates for leadership roles when there is active collaboration between Districts and the University. To that end, this agreement seeks to ensure that candidates receive adequate guidance, mentoring, and assistance from the candidate's mentor as well as from the university fieldwork supervisor and course instructors, aligned with the standards of the California Commission for Teacher Credentialing.

The District agrees to select a site for the candidate that is conducive to learning the skills of educational and instructional leadership and designate a certified administrator at the candidate's site who

has successful leadership experience as a mentor to provide support and counseling to the candidate and to evaluate the candidate's performance in collaborative efforts with the university supervisor. The selected site shall provide opportunities for the candidate to experience responsibilities that are closely related to the job performance requirements of administrators. The designated certified administrator providing supervision shall review and provide input into the Administrative Services Preliminary Credential Program fieldwork materials, activities, assessments, and procedures; complete any and all fieldwork assessments of the candidate in a timely manner; meet with the university fieldwork supervisor as needed to discuss the candidate's progress and professional development needs; and participate in the assessment of the candidate's performance on an ongoing basis.

The University agrees to provide a university fieldwork supervisor that will periodically visit the site or be available via technological means for the candidate, and/or the designated certified administrator to discuss pertinent issues and progress towards established performance expectations. The University agrees to provide guidance to the candidate including conducting seminars related to the fieldwork experience and expectations to complete all fieldwork requirements.

ADMINISTRATIVE SERVICES INTERN

The Intern administrator is authorized to assume the functions that are authorized by the Administrative Services Internship Credential.

The University shall ensure candidates in the Internship Program hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and have satisfied the additional requirements of (a) holding an appropriate clear or life teaching or services prerequisite credential, (b) passing the CBEST exam, and (c) have five years of successful teaching or appropriate service experience.

The University shall provide a supervisor to work cooperatively with the Intern administrator and site supervisor.

The District shall authorize an on-site administrator to supervise the Intern administrator.

The District shall ensure no Intern administrator will have his/her salary reduced by more than one-eighth of the total contracted administrative pay to cover costs of site supervision. The salary of the Intern administrator shall not be less than the minimum base salary paid regularly certificated administrative personnel in similar positions.

The District agrees that the Intern administrator will remain a management employee of the District for the term of the issued Internship Credential or completion of the program, whichever occurs first.

The District shall ensure that the Intern administrator does not displace other certificated administrative employees in the District.

ADMINISTRATIVE SERVICES CLEAR FIELD EXPERIENCE

The Administrative Services Credential Program can more successfully prepare candidates for leadership roles when there is active collaboration between Districts and the University. To that end, this agreement seeks to ensure that candidates receive adequate guidance, mentoring, and assistance from the

candidate's mentor as well as from the university fieldwork supervisor, aligned with the standards of the California Commission for Teacher Credentialing.

The District agrees to designate a certified administrator at the candidate's site who has successful leadership experience as a mentor to provide support and counseling to the candidate and to evaluate the candidate's performance in collaborative efforts with the university supervisor. The designated certified administrator providing supervision shall review and provide input into the Clear Administrative Services Credential Program fieldwork materials, activities, assessments, and procedures; complete any and all fieldwork assessments of the candidate in a timely manner; meet with the university fieldwork supervisor as needed to discuss the candidate's progress and professional development needs; and participate in the assessment of the candidate's performance on an ongoing basis.

The University agrees to provide a university fieldwork supervisor that will periodically visit the site or be available via technological means for the candidate, and/or the designated certified administrator to discuss pertinent issues and progress towards established performance expectations. The University agrees to provide guidance to the candidate including conducting seminars related to the fieldwork experience and expectations to complete all fieldwork requirements.

The following signatures hereby indicate approval of this agreement:

Azusa Pacific University

Fullerton School District



By _____

By _____

Rebekah Harris,
Director of Credentials and Student Placements
Date 04/20/2015

Name: _____
Title: _____
Date _____

Azusa Pacific University
School of Education
P.O. Box 7000
Azusa, CA 91702

CONSENT ITEM

DATE: May 12, 2015

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

FROM: Craig C. Bertsch, Ed.D., Assistant Superintendent, Personnel Services

PREPARED BY: Marilee Cosgrove, Director, Child Development Services

SUBJECT: APPROVE OUT-OF-STATE CONFERENCE FOR OPAL SCHOOL SUMMER SYMPOSIUM ON JUNE 18-20, 2015, IN PORTLAND, OREGON

Background: The Portland Children’s Museum is hosting Opal School Summer Conference, which is designed for all educators who wish to advance their knowledge of the Reggio Emilia approach. Opal School is a public preschool – 5th grade, multi-age classroom, located within the Portland Children’s Museum. Fullerton School District is working in collaboration to host a Fall 2015 conference.

Rationale: Attendees will observe Opal School classrooms instructional approaches and inquiry-based learning through the arts and sciences. In addition, staff will dialogue with Opal School staff on approaches to teaching and learning that invite playful inquiry into the classroom to challenge and engage young minds as 21st Century Learners. Focus is connecting literacy, creativity, and sustainability. Child Development Services Director, one principal, one kindergarten teacher, and two preschool teachers will share and utilize information with school staffs. This will be the final conference participation.

Funding: Cost not to exceed \$7,890 and is to be paid from Child Development budget #085.

Recommendation: Approve out-of-state conference for Opal School Summer Symposium on June 18-20, 2015, in Portland, Oregon.

CCB:MC:ln

CONSENT ITEM

DATE: May 12, 2015

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Melissa Greenwood, Accounting Supervisor, Business Services

SUBJECT: **ADOPT RESOLUTIONS NUMBERED 14/15-B041 THROUGH 14/15-B046 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

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

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

Funding: Not applicable.

Recommendation: Adopt Resolutions numbered 14/15-B041 through 14/15-B046 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.

SH:MG:gs
Attachment

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$7,209 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

GENERAL FUND 01
UNRESTRICTED

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8699	All Other Local Revenue	\$7,209
		\$7,209

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$1,187
2000	Classified Salaries	-15,664
3000	Employee Benefits	9,931
4000	Books and Supplies	-26,616
5000	Services & Other Operating Expenses	19,812
6000	Capital Outlay	34,600
9789	Designated for Economic Uncertainties	-16,041
	Total:	\$7,209

Explanation: This Resolution reflects an increase to revenue for ASB reimbursements and adjustments to projected expenditures in the unrestricted General Fund.

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

Date: _____

By: _____

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that the previously budgeted income in the amount of \$42,910 will not be received. It is hereby resolved to adjust accounts according to Section 42602 of the Education Code of California as follows:

GENERAL FUND 01
RESTRICTED

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8590	All Other State Revenue	\$79
8699	All Other Local Revenue	47,182
8792	Transfers of Apportionments from County Offices	-90,171
		<u>-\$42,910</u>

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	-\$41,091
2000	Classified Salaries	-42,447
3000	Employee Benefits	6,645
4000	Books and Supplies	138,306
5000	Services & Other Operating Expenses	-78,956
6000	Capital Outlay	63,944
9789	Designated for Economic Uncertainties	-89,311
	Total:	<u>-\$42,910</u>

Explanation: This Resolution reflects an adjustment to State revenue for Special Education, a slight increase to the Special Education Low Incidence entitlement, and adjustments to projected expenditures in the restricted General Fund.

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

Date: _____

By: _____

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

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

CHILD DEVELOPMENT FUND 12

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$15,031
2000	Classified Salaries	-13,196
3000	Employee Benefits	16,520
4000	Books and Supplies	-31,639
5000	Services & Other Operating Expenses	13,284
	Total:	\$0

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

Explanation: This Resolution reflects adjustments to projected expenditures in the Child Development Fund.

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

Date: _____

By: _____

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

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

DEFERRED MAINTENANCE FUND 14

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
4000	Books and Supplies	\$1,300
5000	Services & Other Operating Expenses	-1,300
	Total:	\$0

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

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

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

Date: _____

By: _____

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

WHEREAS, the Board of Trustees of the Fullerton School District has determined that income in the amount of \$850,000 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

CAPITAL FACILITIES FUND 25

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8681	Mitigation/Developer Fees	\$850,000
	Total:	\$850,000

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
9780	Other Designations	\$850,000
	Total:	\$850,000

Explanation: This Resolution reflects an increase to revenue for Developer Fees in the Capital Facilities Fund.

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

Date: _____

By: _____

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

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

PROPERTY AND LIABILITY FUND 81

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
2000	Classified Salaries	\$257
4000	Books and Supplies	-3,798
5000	Services & Other Operating Expenses	3,541
	Total:	\$0

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

Explanation: This Resolution reflects adjustments to projected expenditures in the Property and Liability Fund.

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

Date: _____

By: _____

CONSENT ITEM

DATE: May 12, 2015
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Susan Hume, Assistant Superintendent, Business Services
PREPARED BY: Steve Miller, Director, Business Services
SUBJECT: APPROVE/RATIFY WARRANTS NUMBERED 1157 THROUGH 1158 FOR THE 2014/2015 SCHOOL YEAR (DISTRICT 48, AMERIGE HEIGHTS)

Background: Board approval is requested for warrants numbered 1157 through 1158 for the 2014/2015 school year. The total amount presented for approval is \$86,823.09.

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

01	General Fund	\$86,823.09
	Total	<u>\$86,823.09</u>

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

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

Recommendation: Approve/Ratify warrants numbered 1157 through 1158 for the 2014/2015 school year (District 48, Amerige Heights).

SH:SM:gs

CONSENT ITEM

DATE: May 12, 2015

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Steve Miller, Director, Business Services

SUBJECT: **APPROVE/RATIFY AMENDMENT #3 TO CONTRACT #38018 WITH THE ORANGE COUNTY DEPARTMENT OF EDUCATION (OCDE) FOR IMPLEMENTATION AND SOFTWARE SUPPORT OF THE SUNGARD BI-TECH SYSTEM FOR FISCAL YEAR 2015/2016**

Background: The Orange County Department of Education (OCDE) operates the SunGard Bi-Tech System for approximately thirty (30) school districts and community colleges within the County. Fullerton School District began using the SunGard Bi-Tech System in the 1998/1999 fiscal year.

The 2012/2013 contract was approved/ratified by the Board of Trustees on May 22, 2012, and contains language allowing annual renewals for up to five years. The purpose of Amendment #3 is to renew the contract for the 2015/2016 fiscal year. Other than the cost, all aspects of the contract remain the same as in 2012/2013. The cost in Amendment #3 is \$67,820, an increase of \$3,230 from 2014/2015.

Rationale: SunGard Bi-Tech System is the financial system used by the Fullerton School District. OCDE is the service provider and software support provider. The proposed contract defines the terms of service, software support, charges, and any additional requirements of either party.

Funding: The total cost of \$67,820 is paid from the General Fund.

Recommendation: Approve/Ratify Amendment #3 to Contract #38018 with the Orange County Department of Education (OCDE) for implementation and software support of the SunGard Bi-Tech System for fiscal year 2015/2016.

SH:BS:gs
Attachment

2 AMENDMENT #3
3 FULLERTON SCHOOL DISTRICT
4 SUNGARD BI-TECH SYSTEM
5 IMPLEMENTATION AND SOFTWARE SUPPORT SERVICE AGREEMENT

6 The AGREEMENT entered into April 5, 2012, by and between the
7 Orange County Superintendent of Schools, 200 Kalmus Drive, Costa
8 Mesa, California 92626, hereinafter referred to as SUPERINTENDENT,
9 and Fullerton School District, 1401 West Valencia Drive, Fullerton,
10 California 92833, hereinafter referred to as DISTRICT, is hereby
11 further amended as follows:

12 1.0 Section 5.0 PAYMENT shall be amended to read: DISTRICT agrees
13 to pay SUPERINTENDENT the sum of Sixty-seven thousand eight hundred
14 twenty dollars (\$67,820.00) for annual software support service fees
15 for fiscal year 2015-2016. Annual software support service fees due
16 for each fiscal year shall be paid by DISTRICT on or before August
17 1st of that fiscal year upon receipt of an itemized invoice from
18 SUPERINTENDENT. SUPERINTENDENT shall evaluate software support
19 service charges annually, for possible upward or downward
20 adjustments, based on SUPERINTENDENT'S actual costs to support
21 SunGard Bi-Tech software. SUPERINTENDENT will provide DISTRICT
22 written notice of the annual software support service fees due for
23 the renewal period ninety (90) days prior to the end of each renewal
24 period.
25

1 2015 - 2016 Annual Software Support Service Fees

2	Basic Financial/Budget	\$46,397.00
3	School Site Finance	\$ 7,386.00
4	Stores Inventory	\$ 7,386.00
5	Fixed Assets	<u>\$ 6,651.00</u>
6		\$67,820.00

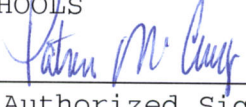
7 2.0 Except as expressly herein amended, said AGREEMENT of April 5,
8 2012, shall in all respects be and remain in full force and effect.

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

10 DISTRICT: FULLERTON SCHOOL
11 DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

11 BY: 
12 Authorized Signature

BY: 
Authorized Signature

13 PRINTED NAME: Susan Cross Hume

PRINTED NAME: Patricia McCaughey

14 TITLE: Assistant Superintendent, Business

TITLE: Coordinator

15 DATE: May 12, 2015

DATE: April 14, 2015

20 FullertonSD-Amendment#3- (38018)-BiTech-Sungard 2015-2016
21 ZIP4
mls

CONSENT ITEM

DATE: May 12, 2015

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Robert Macauley, Director, Maintenance/Operations & Facilities

SUBJECT: **APPROVE/RATIFY AGREEMENT WITH AVCOGAS PROPANE SALES & SERVICES FOR PROPANE SUPPLY AND DISPENSING EQUIPMENT LEASE, EFFECTIVE MAY 12, 2015 THROUGH MAY 12, 2020**

Background: The District recently added 16 propane-fueled buses to its transportation fleet. The District has not utilized propane before; therefore, it needs to provide this fuel efficiently and economically to the fleet.

Rationale: District staff explored various options for fueling the buses, including using existing commercial propane gas stations, and installing our own tanks. After an analysis was done, District staff determined that the best option was to contract with AvcoGas Propane Sales & Services for a five-year term. AvcoGas covers the cost of the fuel tanks and pumping equipment and charges a minimal rental fee. The District will pay for the installation costs of safety bollards at the rate of \$175 per bollard. The price of the fuel is set at AvcoGas Propane Sales & Services' cost, plus 50 cents per gallon. The per-gallon cost may be increased once a year by the greater of the Consumer Price Index (CPI) or 3%.

Funding: The cost to the District is \$75 per month for the lease. The funding source is the General Fund.

Recommendation: Approve/Ratify agreement with AvcoGas Propane Sales & Services for propane supply and dispensing equipment lease, effective May 12, 2015 through May 12, 2020.

SH:RM:mm
Attachment



CUSTOMER DELIVERY AGREEMENT-BULK TANK

Corporate: 253 N. Berry Street, Brea, CA 92821

Phone 323.234.5144 Fax 323.905.1771

State Contractor's License No.: 799167 C-10 A

Certified DBE / MBE No. 9817

Customer: Fullerton School District	Date: 03.25.2015
Billing Address: 1401 Valencia Drive City: Fullerton	State: CA 92832
Delivery Address: same as above	Receiving Hours: 8am – 5pm
Contact Person: Bob Macauley Email: bob_macauley@fullertonsd.org	Bus: 714.447.7440 Cell: 714.441.525 Ext:
First Delivery Day: _____ Customer requires deliveries: _____	Signature required on delivery: _____ Estimated Monthly Usage: 4000-5000
Length of term of this EXCLUSIVE FUEL AGREEMENT: The term of this agreement shall be three (3) years.	

Leased Equipment

Serial	Size	Qty	Description	Value	Rent
	2000H	1	2000 gal Horizontal Bulk Propane Tank with Autogas Dispensing System	\$48,000.00	\$75.00 mthly
Total					

TERMS OF AGREEMENT

INSTALLATION	<ul style="list-style-type: none"> Avcogas will design, layout & install your required Propane Autogas Fueling Infrastructure and dispensing system at no cost to you in exchange for a 5 (five) year exclusive fuel agreement. Avcogas will provide safety training on an annual basis. Avcogas will installed all required crash post and concrete tank pads, etc. Avcogas will provide mobile fueling for all buses at 211 S. Basque Fullerton, until infrastructures has been completed at the rate of \$1.50 per gallon over our "Average Delivered Cost"(ADC). <i>Fullerton School District shall be responsible for all the electrical service up to the Propane Autogas Fueling Infrastructure.</i> <i>Fullerton School District shall be responsible for the cost of any "change orders" due to upgrades & or modifications that may occur during the construction process now & in the future for the installation & operation of the Propane Fueling Station.</i> <i>Fullerton School District shall add Avcogas Propane Sales Services as an additional insured.</i> <i>Fullerton School District will be responsible for the cost of all required bollards, cost per bollard is \$175.00 each.</i>
FUEL PRICE	Fullerton School District will purchase all of its LPG requirements from Avcogas, sales tax, if any, applies unless gas purchased for resale. Your price structure is as follows: Fuel Price will be \$.50 per gallon over our "Average Delivered Cost"(ADC). Fuel price may fluctuate weekly, upward or downward according to the "ADC". Regulatory Compliance Fee \$5.95.
PAYMENT	Payment is due 15 days form invoice date. If paid later, you pay the invoice price plus interest @ 1.5% (minimum \$1.00) per month beginning 15 days from the date of invoice through the date payment is received. We are not required to sell you fuel or merchandise if the sale will exceed your approved purchase limit.
TERM & TERMINATION	The term of this agreement is set forth above. If you do not monthly purchase 3 times the amount of gas the above tank(s) will hold, we can terminate this agreement or resize the tank(s) at your expense. Upon execution, this agreement will automatically renew for like periods unless canceled by mail 30 days prior to end date.
IF YOU MOVE	You may transfer this agreement with our prior written consent. Before moving, you must pay your account in full. You are responsible for all charges until we accept the transfer in writing. On transfer, or on termination, any gas remaining in the tanks is credited to your account at our then posted price less a 25% restocking fee. No prepaid tank or equipment rental fee will be refunded. Please advise us 15 days prior to your move to avoid responsibility for gas delivered after you have moved.

Additional Terms

- **Safety of Equipment.** "Equipment" means LP tanks and all related equipment. You certify that your equipment is safe, in good working order and repair, and complies with all applicable building and safety codes. If not, your options are (1) repair your equipment or sell or lease you new equipment; or (2) we cancel this agreement. Invoices for the equipment we install or repair are due in full on delivery or completion. We accept no responsibility for your equipment.
- **Entry and Delivery.** We may enter your premises at any time to read meters, inspect, repair, maintain, remove our equipment and any gas therein, at anytime, without notice. If we are permitted to deliver without anyone being present and you dispute the invoice, you must notify us within 10 days of invoice or the invoice is deemed final. We are under no obligation to deliver gas during times of shortage or labor unrest. Removal will only be done for safety reasons or under default. We reserve the right to cancel this agreement without cause by delivery of a 30 day notice to you.
- **Default.** If you are in default under this agreement, we are under no obligation to supply you gas. You default if: (a) you fail to make any payment when due; (b) you default in the performance of any equipment without our prior written consent. In the event of a default: (1) all sums hereunder shall become due and payable forthwith; (2) the equipment shall upon our demand be assembled and delivered to us at your expense at such place as we shall designate. We or our agents may, without notice or liability or legal process, enter into any premises under your control where the equipment may be or we believed to be, and repossess it, disconnecting and separating all thereof from any other property and using all means permitted by law to do so. You expressly waive all further rights to possession of the gas and equipment. The foregoing provisions shall be without prejudice to all rights given to us by this agreement and by law.

- **Miscellaneous**

Maintenance of Tanks and Equipment. We will maintain the equipment.

Suitable Location. You must provide suitable access to the equipment, including roads and bridges that will support the weight of our delivery trucks, and a suitable location and proper safeguards for the equipment. When applicable, we will install the equipment and connect it to your equipment. Installation, rent, repair, replacement and maintenance charges, if any, will be invoiced to you.

Insurance & Taxes. You must maintain public liability and property damage insurance in amounts satisfactory to us, and replacement cost fire, theft, and other applicable insurance on the equipment and provide us with a current certificate of insurance listing us as additional insured. If you do not, then we may, but are not obligated to, insure the property ourselves and add the cost of the insurance to your account. You must pay prior to delinquency, all property taxes and/or assessments of any type whatsoever levied against the equipment. If you do not, we have the right (but not the obligation) to pay such property taxes and installments, and add it to your account. A \$1 million liability policy will be required. Collision insurance of \$15,000 and standard PL/PD limits also required. Customer agrees to be responsible for any and all taxes due pertaining to the use of propane.

Compliance with Laws. You must comply with all laws, ordinances and regulations relating to use and operation of the propane equipment. If any provision of this agreement is prohibited by law, it shall be deemed removed from this agreement.

Destruction of Property. Destruction, whole or partial, or damage to the equipment does not relieve you from the duty to pay rent. You shall pay us for any loss or destruction of the equipment.

Ownership/Use. The leased equipment shall at all times remain our property. You will protect and defend, at your own cost and expense, our ownership against all claims, liens and processes. You may not remove them from the premises where they were installed.

Liability & Indemnity. You waive any right to recover from us, our officers, employees, attorneys or agents for any loss or damage (including consequential loss) resulting from your negligent act or omission, except for our gross or willful misconduct. By using the fuel delivery systems you acknowledge you know how to use them and assume the risk of injury or death when doing so. You will indemnify us from all liability not due to our own negligence or gross negligence arising from the actual or alleged use, operation, delivery or transportation of the equipment of LP gas. You shall, at your own expense, reimburse us for all our attorneys fees and costs actually incurred in defending any claims which may be brought against us in the proportion that your fault exceeded ours. For example, if you were found 80% at fault and we were 10%, you would reimburse 89% of our attorneys fees and costs.

Attorneys Fees and Costs-Time. Should any legal proceeding be instituted by us to recover any moneys due or to become due hereunder and/or for possession of any Collateral, or a bankruptcy case be filed, you shall pay all expenses incurred by us in exercising or attempting to exercise our rights, powers and remedies herein conferred or now or hereafter existing at law or in equity or in collecting or attempting to collect money due or to become due or to become due under this agreement, including reasonable attorney's fees and costs. Time is of the essence of this agreement.

Venue-Entire Agreement-Amendment. Any dispute regarding this agreement shall be governed in accordance with California law at Los Angeles, Los Angeles County, California and at no other place. This constitutes the entire agreement of the parties and supersedes all prior discussions, arrangements, negotiations, and other communications. This agreement may be amended only by the express provisions of a writing specifically referring to this Agreement and signed by the parties.

Average Delivered Cost. For purposes of this Agreement, Average Delivered Cost shall be defined as Avcogas' fuel cost plus applicable freight/insurance labor maintenance, delivery expenses, hazardous material license fees and applicable city, state, county, and federal agency permits.

Company Name: Fullerton School District

Trudy Gonzalez, GM

Avcogas Propane Sales & Services

Customer Authorized Signature

Date

Print Name

CONSENT ITEM

DATE: May 12, 2015

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Robert Macauley, Director, Maintenance/Operations & Facilities

SUBJECT: **AWARD A CONTRACT TO KYA SERVICES, LLC, PURSUANT TO THE STATE OF CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) CONTRACT NUMBER 4-14-72-0057A, FOR THE PURCHASE OF FLOORING AND ASSOCIATED SERVICES AS NEEDED THROUGHOUT THE DISTRICT**

Background: Ongoing efforts to maintain existing facilities and protect the health and safety of students, staff, and the public include the need for periodic flooring replacement. High quality flooring and associated services are available through an existing California Multiple Award Schedules (CMAS) contract awarded by the California Department of General Services (DGS) to KYA Services LLC. The pricing represents the very best price available for materials. The contract allows for continuity of service and application. It also provides a variety of materials and integrated matting systems.

The recommended CMAS contract is based on some or all of the products and prices from General Services Administration (GSA) Schedule No. GS-27F-0504H. Public Contract Code Section 10298 specifically authorizes local agencies to contract with suppliers who are awarded CMAS contracts without further competitive bidding. District staff advises that it is in the best interest of the District to award a contract to KYA Services, LLC, based upon staff's determination that the pricing for the flooring and associated services is fair, reasonable, and competitive and meets all the needs of the District.

Rationale: When required by school sites and other departments, flooring and associated services would be purchased under the terms and conditions of CMAS Contract Number 4-14-72-0057A.

Funding: Funding source is Routine Restricted Maintenance.

Recommendation: Award a contract to KYA Services, LLC, pursuant to the State of California Multiple Award Schedules (CMAS) Contract Number 4-14-72-0057A, for the purchase of flooring and associated services as needed throughout the District.

SH:RM:mm

CONSENT ITEM

DATE: May 12, 2015
TO: Board of Trustees
FROM: Robert Pletka, Ed.D., District Superintendent
PREPARED BY: Carmen Serna, Executive Assistant to the Superintendent
SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND RODGER BYBEE FOR 5E INSTRUCTIONAL MODEL WORKSHOP FOR IPERSONALIZE TO BE HELD ON JUNE 8-9, 2015**

Background: Rodger Bybee's major areas of work have included scientific literacy, scientific inquiry, design and development of school science curricula, the role of policy in science education, and work on international assessments. Mr. Bybee will be working with iPersonalize teachers to develop next generation science standards in a blended environment and development of curriculum for professional development.

Rationale: The purpose of this workshop is to facilitate the development of an instructional model to iPersonalize.

Funding: Not to exceed \$4,500.00 from the Superintendent's Budget #526.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Rodger Bybee for 5E Instructional Model Workshop for iPersonalize to be held on June 8-9, 2015.

RP:Kl:cs
Attachment

2014-2015 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Rodger Bybee** 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 5E Instructional Model Workshop for iPersonalize.**
2. Term. Contractor shall commence providing services under this Agreement during **June 8-9, 2015.**
3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Four Thousand Five Hundred Dollars (\$4,500). This fee is \$4,500 per day and includes travel, lodging, and food.** Contractor shall submit a detailed invoice to District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Services for District, except as follows: **N/A.**
5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of Contractor's employees as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
6. Materials. Contractor shall furnish, at Contractor's own expense, all labor,

materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession.

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, and ideas prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by, District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

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

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for the Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies

available to District. Written notice by District shall be deemed given when received by the other party, or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its Governing Board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property, caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopied matter or patented or unpatented invention under this Agreement.

11. Insurance. The Contractor, at Contractor's sole cost and expense, shall insure Contractor's activities in connection with the Services under this Agreement and shall obtain, keep in force, and maintain insurance as follows:

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

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

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$1,000,000.00 for each occurrence.

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

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

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

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

- (1) Indicate that the District and its Governing Board, officers, and employees have been endorsed as additional insureds under the coverages referred to under a. and b.; and
- (2) Include a provision that the coverages will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the District.

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

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

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code Section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractor's employees to submit to additional criminal background checks at the District's sole and absolute discretion.

13.2 Tuberculosis Testing. Contractor and Contractor's employees, if any, providing Services to students shall provide evidence of appropriate tuberculosis screening prior to the performance of the Services and provide annual certification thereafter. Contractor shall complete and submit to District any required documentation to verify compliance.

14. Permits/Licenses. Contractor shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of the Services pursuant to this Agreement.

15. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which the Services are actually being performed pursuant to this Agreement.

16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

17. Nondiscrimination. Contractor agrees that Contractor will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age or other characteristics protected by federal or state laws of such persons.

18. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

At the date of this Agreement, the addresses of the parties are as follows:

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

CONTRACTOR:
Rodger Bybee
Address on File

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

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

22. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all parties have signed it.

24. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

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

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

THIS AGREEMENT IS ENTERED INTO THIS 12th DAY OF May 2015.

FULLERTON SCHOOL DISTRICT

By:

Robert Pletka, Ed.D.
Superintendent

Rodger Bybee
(Contractor Name)

By:

Signature

On File
Taxpayer ID Number

CONSENT ITEM

DATE: May 12, 2015

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Ron Mullins, Supervisor, Purchasing and Stores

SUBJECT: APPROVE/RATIFY THE PURCHASE OF TECHNOLOGY EQUIPMENT AND PERIPHERALS DISTRICTWIDE BY THE FULLERTON SCHOOL DISTRICT FROM MAGNOLIA SCHOOL DISTRICT'S PIGGYBACKABLE BID MSIT3, #I-23-2014/15, AWARDED TO CDW GOVERNMENT, LLC

Background: Throughout the course of a school year it is typical for school sites and various District offices to purchase technology equipment such as LCD projectors, document cameras, and flat screen televisions, to name a few items. Effective January 1, 2015, pursuant to Public Contract Code Section 20111(a), the bid limit for purchases of equipment is \$86,000. In January of 2015, Magnolia School District prepared and awarded a new competitive bid to CDW Government LLC, at their regular Board meeting on February 19, 2015. The initial term of the contract is for one year, renewable for up to five years at the District's discretion. Staff has reviewed the contract and has determined that it is a cost-effective means of purchasing technology equipment and peripherals for the Fullerton School District.

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

Rationale: Pursuant to Section 20118 of the Public Contract Code, the Board of Trustees of the Fullerton School District determines it is in the best interest of the District to purchase technology equipment and peripherals from Magnolia Elementary School District's Project No. MSIT3, #I-23-2014/15, awarded to CDW Government LCC.

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

Recommendation: Approve/Ratify the purchase of technology equipment and peripherals Districtwide by the Fullerton School District from Magnolia School District's Piggybackable Bid MSIT3, #I-23-2014/15, awarded to CDW Government, LLC.

SH:RM:gs

CONSENT ITEM

DATE: May 12, 2015
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Susan Hume, Assistant Superintendent, Business Services
SUBJECT: APPROVE REJECTION OF CLAIMS NUMBERED LBI1500637 DD AND LBI1500794 DD

Background: Two claims for damages have been filed against the District. The District and its liability claims administrator, CorVel, have investigated the claims and recommend rejection.

Rationale: The District's claims administrator, CorVel, does not find any evidence of negligence or legal liability in their initial investigation on the part of the Fullerton School District. Therefore, rejection of the claims is recommended.

Funding: Not applicable.

Recommendation: Approve rejection of claims numbered LBI1500637 DD and LBI1500794 DD.

SH:LB:lc

CONSENT ITEM

DATE: May 12, 2015

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Dr. Hilda Flores, Principal, Woodcrest School

SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND BLANK CANVAS LA TO INSTALL TWO MURALS IN THE MEDIA CENTER AND LIBRARY AT WOODCREST SCHOOL, EFFECTIVE JUNE 1 THROUGH JUNE 26, 2015**

Background: The media center and library at Woodcrest School are undergoing a major repurposing that will allow the spaces to be used for student collaboration and creation.

Rationale: The proposed murals to be installed in each space will add to the physical beauty of the space while providing inspiration to students.

Funding: Total cost is not to exceed \$7,000 and is to be paid from Woodcrest School ASB funds.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Blank Canvas LA to install two murals in the media Center and library at Woodcrest School, effective June1 through June 26, 2015.

SH:HF
Attachments

2014-2015 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Blank Canvas LA** 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:

Install two murals at Woodcrest School in the library and media center. See attached exhibit.

hereinafter referred to as "Services". Services shall be provided by Blank Canvas LA.

2. Term. Contractor shall commence providing services under this Agreement on **June 1, 2015, and will diligently perform as required and complete performance by June 26, 2015.**

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed seven-thousand Dollars (**\$7000**). Contractor shall submit a detailed invoice to District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Services for District, except as follows: **None**

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

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

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, and ideas prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by, District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

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

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for the Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

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

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

10. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its Governing Board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property, caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

11. Insurance. The Contractor, at Contractor's sole cost and expense, shall insure Contractor's activities in connection with the Services under this Agreement and shall obtain, keep in force, and maintain insurance as follows:

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

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

The policy may not contain an exclusion for coverage of claims arising from claims for sexual

molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$1,000,000.00 for each occurrence.

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

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

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

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

- (1) Indicate that the District and its Governing Board, officers, and employees have been endorsed as additional insureds under the coverages referred to under a. and b.; and
- (2) Include a provision that the coverages will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the District.

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

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

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code Section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractor's employees

to submit to additional criminal background checks at the District's sole and absolute discretion.

13.2 Tuberculosis Testing. Contractor and Contractor's employees, if any, providing Services to students shall provide evidence of appropriate tuberculosis screening prior to the performance of the Services and provide annual certification thereafter. Contractor shall complete and submit to District any required documentation to verify compliance.

14. Permits/Licenses. Contractor shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of the Services pursuant to this Agreement.

15. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which the Services are actually being performed pursuant to this Agreement.

16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

17. Nondiscrimination. Contractor agrees that Contractor will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age or other characteristics protected by federal or state laws of such persons.

18. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

At the date of this Agreement, the addresses of the parties are as follows:

DISTRICT:
Fullerton School District
1401 W. Valencia Drive
Fullerton, CA 92833
Attn: Robert Pletka, Ed.D.

CONTRACTOR:
Blank Canvas LA
7102 Pacific View Dr.
Los Angeles, CA 90068
Attn: Robert Gomez

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

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

22. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all parties have signed it.

24. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

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

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

THIS AGREEMENT IS ENTERED INTO THIS 12TH DAY OF MAY, 2015.

FULLERTON SCHOOL DISTRICT

By:

Robert Pletka, Ed.D.
Superintendent

Blank Canvas LA

By:

Signature

Robert Gomez, Creative Director

ON FILE

Taxpayer ID Number

BLANK CANVAS

MURALS EVENTS EDUCATION


Blank Canvas LA
 7102 Pacific View Dr.
 Los Angeles, Ca 90068

Invoice

DATE: APRIL 24, 2015

To: HILDA FLORES
WOODCREST ELEMENTARY
 455 W. Baker Avenue
 Fullerton, CA 92832

For:
 Media Center/Library
 Start Date June 1, 2015

DESCRIPTION	HOURS	RATE	AMOUNT
Painting space theme in the Library (4'x50') and abstract shapes in the Media Center (4'x50') Designs, labor and materials 			\$6481.48
		Tax 8%	\$518.52
		TOTAL	\$7,000

Make all checks payable to: Blank Canvas LA
 Thank you for your business!

CONSENT ITEM

DATE: May 12, 2015

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

FROM: Craig C. Bertsch, Ed.D., Assistant Superintendent, Personnel Services

SUBJECT: APPROVE DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS FOR THE 2015/2016 SCHOOL YEAR

Background: As of 1996, a “Declaration of Need for Fully Qualified Educators” must be completed and adopted yearly based on the anticipated need for the subsequent school year. This Declaration must be Board adopted and submitted to the Commission on Teacher Credentialing before any alternate credentials may be processed.

The Fullerton School District has the following general needs that may be met through the emergency credential process:

- Classroom teachers to meet authorization for instruction to limited English proficient students per Williams Lawsuit in schools ranked in deciles 1-3.
- All core academic subject teachers to become NCLB compliant.
- Filling preschool, special education positions for which a specialist credential is required.
- Filling special education positions to allow these educators time to meet new requirements for special authorizations.
- Filling junior high positions for which qualified teachers are difficult to find, including but not limited to foreign language, science, math, English language learners.
- Obtaining certification for those teachers, who, because of scheduling needs, teach one or two periods outside their credentialed area, i.e., five periods of language arts and one period of physical education.
- Filling positions with teachers from out of state or private schools to allow these educators additional time to complete California credentialing requirements.

Rationale: The Board of Trustees is required to adopt the “Declaration of Need for Fully Qualified Educators” at a public meeting certifying that there may be an insufficient number of certificated persons who meet the District’s specific employment criteria for identified positions. The completed Declaration is filed with the Commission on Teacher Credentialing and permits the District to obtain short-term certifications as needed during the school year.

Funding: Not applicable.

Recommendation: Approve Declaration of Need for Fully Qualified Educators for the 2015/2016 school year.



DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2015/2016

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Fullerton School District District CDS Code: 66506

Name of County: Orange County CDS Code: 30

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 05 / 12 / 15 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2016.

Submitted by (Superintendent, Board Secretary, or Designee):

Craig C. Bertsch, Ed.D.

Name

Signature

Asst. Supt. Personnel Services

Title

714-447-7538

Fax Number

714-447-7450

Telephone Number

04/29/2015

Date

1401 W. Valencia Drive, Fullerton, CA 92833

Mailing Address

Craig_Bertsch@fullertonsd.org

EMail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____ / ____ / ____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

<i>Name</i>	<i>Signature</i>	<i>Title</i>
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>
<i>Mailing Address</i>		
<i>E-Mail Address</i>		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
<input checked="" type="checkbox"/> CLAD/English Learner Authorization (applicant already holds teaching credential)	8 _____
<input checked="" type="checkbox"/> Bilingual Authorization (applicant already holds teaching credential)	5 _____
List target language(s) for bilingual authorization: <u>Spanish</u>	
<input checked="" type="checkbox"/> Resource Specialist	5 _____
<input type="checkbox"/> Teacher Librarian Services	_____
<input type="checkbox"/> Visiting Faculty Permit	_____

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	5
Single Subject	10
Special Education	20
TOTAL	35

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved intern program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. Fullerton School District participates with OCDE Intern Programs

Does your agency participate in a Commission-approved college or university intern program? Yes No

If yes, how many interns do you expect to have this year? 4

If yes, list each college or university with which you participate in an intern program.

CSUF, CSULB, National, Azusa

If no, explain why you do not participate in an intern program.

CONSENT ITEM

DATE: May 12, 2015

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

FROM: Craig C. Bertsch, Ed.D., Assistant Superintendent, Personnel Services

PREPARED BY: Chanjira Luu, Director, Classified Personnel Services

SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE FULLERTON SCHOOL DISTRICT AND VALERIE SPOLSKY TO COMPLETE A COMPREHENSIVE POSITION STUDY FOR THE PERSONNEL TECHNICIAN IN THE HEALTH BENEFITS WORK UNIT BETWEEN MAY 13, 2015 AND JUNE 30, 2015.**

Background: A position study was requested by the Assistant Superintendent, Personnel Services to determine whether this Personnel Technician's current duties are in line with the job incumbent's job description based on major changes in the field of employee health benefits and insurance. The job incumbent is responsible for planning, coordinating, and managing health benefits and insurance activities for qualifying employees and retirees of the Fullerton School District.

Rationale: The impact of many recent changes to employee health benefits and insurance industry results in changes in duties and responsibilities of the job incumbent. A position study will result in having an up-to-date job description that accurately reflects current duties and responsibilities of this position and appropriate compensation based on duties performed. The consultant, Valerie Spolsky, has 28 years in education; 16 years of human resources experience in the areas of classification, compensation, recruitment and selection, developing new job classifications and revising existing job classifications.

Funding: The total cost is not to exceed \$2,500 and is to be paid from the Personnel Services budget.

Recommendation: Approve Independent Contractor Agreement between the Fullerton School District and Valerie Spolsky to complete a comprehensive position study for the Personnel Technician in the health benefits work unit between May 13, 2015 and June 30, 2015.

CCB:CL:ph
Attachment

2014-2015 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Valerie Spolsky** hereinafter referred to as "Contractor."

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor: Contractor shall provide (hereinafter referred to as "Services"). **Review of classification study request for Personnel, prepare documentation materials for interview session(s); conduct interview session(s) with the employee(s) and with administration; participate in meeting(s) as required to discuss findings and work collaboratively with administration in order to identify, classify and compensate job classes as appropriate; research, including development of new and/or revised job descriptions as appropriate; conduct salary survey and recommend appropriate salary placement; prepare report summary of findings and recommendations for administrative review.**

2. Term. Contractor shall commence providing services under this Agreement on **May 12, 2015**, and will diligently perform as required and complete performance by **June 30, 2015**.

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **two thousand five hundred** Dollars **\$2,500**. Contractor shall submit a detailed invoice to District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Services for District.

5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of Contractor's employees as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, State and local

taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

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

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, and ideas prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by, District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

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

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for the Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

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

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

10. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its Governing Board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property, caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

11. Assignment. The obligations of the Contractor and the performance of the Services pursuant to this Agreement shall not be assigned by the Contractor. Any such assignment shall be null and void and shall be deemed a basis for termination of this Agreement.

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

13. Permits/Licenses. Contractor shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of the Services pursuant to this Agreement.

14. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which the Services are actually being performed pursuant to this Agreement.

15. 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.

16. Nondiscrimination. Contractor agrees that Contractor will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age or other characteristics protected by federal or state laws of such persons.

17. 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.

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

At the date of this Agreement, the addresses of the parties are as follows:

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

CONTRACTOR:
Valerie Spolsky
ON FILE

19. 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.

20. 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.

21. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the parties. No legal significance of any type shall be attached to the headings.

22. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all parties have signed it.

23. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

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. This Agreement is made in and shall be performed in Orange County, California.

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

THIS AGREEMENT IS ENTERED INTO THIS **12TH** DAY OF **MAY 2015**.

FULLERTON SCHOOL DISTRICT

By:

Robert Pletka, Ed.D.
Superintendent

Valerie Spolsky
(Contractor Name)

By:

Signature

On File
Taxpayer ID Number

***Note: Do not type Taxpayer ID Number on contract. Included on Insurance Certificate.
You are responsible for obtaining insurance and W9 information prior to issuing contract.***

CONSENT ITEM

DATE: May 12, 2015

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Debbie Vásquez, Manager, Transportation

SUBJECT: APPROVE INCREASE TO HOME TO SCHOOL TRANSPORTATION BUS PASS PRICES BEGINNING WITH THE 2015/2016 SCHOOL YEAR

Background: The District is currently transporting 650 students for home to school transportation. Families pay fees for this service as follows:

- Special Education students (transportation services included in the student's Individual Education Plan [I.E.P.], so no charge to the family): 304 students
- Students qualifying under National Free and Reduced Lunch program (no charge to family): 178 students
- Regular education students paying for bus pass: 168 students
- Rates charged to families who purchase bus passes vary depending on number of children transported, choice of round-trip/one-way trip, and annual or semester pass.

Average total fees collected each year (last three years) is \$36,000.

Rationale: The cost for bus passes has not been increased since the 2007/2008 school year. In order to offset increases in District costs, staff is recommending an increase in prices as detailed on the attached chart. Increases are approximately 5%. Staff has conducted a survey of surrounding school districts, and the proposed prices are comparable with those districts.

Funding: The transportation program is a cost of the General Fund. Fees collected from families offset District expense.

Recommendation: Approve increase to home to school transportation bus pass prices beginning with the 2015/2016 school year.

SH:DV:gs
Attachment

Fullerton School District
 Bus Pass Prices
 May 12, 2015

	Annual Round Trip	Annual One Way	Semester Round Trip	Semester One Way	Reduced Round Trip
2007-2008 & Current Prices					
1st & 2nd	\$ 315.00	\$ 225.00	\$ 180.00	\$ 112.50	\$ 157.50
3rd	\$ 157.50	\$ 112.50	\$ 90.00	\$ 56.25	\$ 78.78
4th & more	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
Proposed increase for 2015-2016 School Year					
1st & 2nd	\$ 333.00	\$ 236.00	\$ 189.00	\$ 118.00	\$ 165.00
3rd	\$ 165.00	\$ 118.00	\$ 95.00	\$ 59.00	\$ 83.00
4th & more	\$ 21.00	\$ 21.00	\$ 21.00	\$ 21.00	\$ 21.00

CONSENT ITEM

DATE: May 12, 2015

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

FROM: Susan Hume, Assistant Superintendent, Business Services

SUBJECT: APPROVE SCHOOL GROUNDS AND PARK FACILITIES JOINT USE AGREEMENT WITH THE CITY OF FULLERTON, EFFECTIVE JUNE 1, 2015 THROUGH JUNE 30, 2016, AUTOMATICALLY RENEWABLE EACH JULY 1

Background: The District has enjoyed a mutually beneficial relationship with the City of Fullerton for many years in the joint use of school grounds and park facilities. The responsibilities of each party are outlined in the attached Joint Use Agreement.

Rationale: The agreement has expired and needs to be renewed. District and City staff have worked together over several months to update the agreement. Major provisions of the agreement remain the same. Minor administrative/procedural updates have been made to the document.

All sites are jointly used by the District and the City. Time available for use is specified in the agreement. The City maintains specified athletic fields at Beechwood, Commonwealth, Fern Dive, Golden Hill, Hermosa, Ladera Vista, Laguna Road, Maple, Nicolas, Pacific Drive, Parks, Richman, and Woodcrest Schools (13 sites).

Cost to the District is calculated based on a formula which incorporates all City costs of maintenance, as well as water costs. The District and City will share in costs of major capital improvements such as fencing.

The length of the agreement is one year. The agreement automatically renews each year, unless either party terminates with 30 days' notice.

Funding: The maximum cost to the District is \$135,000 a year. Costs are paid from the General Fund.

Recommendation: Approve school grounds and park facilities joint use agreement with the City of Fullerton, effective June 1, 2015 through June 30, 2016, automatically renewable each July 1.

SH:gs
Attachment

Fullerton School District and City of Fullerton Joint Use Agreement

This agreement is entered into this 1st day of June, 2015, by and between the Fullerton School District, hereinafter referred to as "District" and the City of Fullerton, a municipal corporation hereinafter referred to as "City". This Agreement is made with reference to the following facts:

WITNESSETH

WHEREAS, by mutual agreement, City and District jointly use the Fullerton School District's school grounds and park facilities at Acacia School, Beechwood School, Commonwealth School, Fern Drive School/Park, Golden Hill School, Hermosa Drive School/Park, Ladera Vista Junior High School, Laguna Road School, Maple School/Lemon Park, Nicolas Junior High School/Park, Orangethorpe School/Park, Pacific Drive School, Parks Junior High School, Raymond School, Richman School/Park, Rolling Hills School, Sunset Lane School, Valencia Park School/Park, and Woodcrest School/Park (collectively referred to as the "Site or Sites") for school and community activities as authorized by Education Code sections 10900 et al.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed by and between the City and the District:

1. The term of this Agreement shall commence on June 1, 2015 (the "Effective Date") and end on June 30, 2016, unless terminated earlier by either party in the manner set forth herein, and thereafter, shall automatically renew each year on July 1st for successive one (1) year terms.
2. The City agrees to maintain the athletic fields at the following schools: Beechwood, Commonwealth, Fern Drive, Golden Hill, Hermosa, Ladera Vista Junior High, Laguna Road, Maple, Nicolas Junior High, Pacific Drive, Parks Junior High, Richman, and Woodcrest. The City maintenance areas are identified in Attachment A of this Agreement.
 - 2.1 The east field located at Richman School Park has a separate agreement titled "Agreement for Installation, Maintenance and Joint use of Field Lights and Associated Field improvements at Richman Elementary School" dated November 8, 2007 and is not a part of this Agreement.
3. PRIORITY USE
 - 3.1 City shall have first priority of use on all District field space after school hours and on weekends when not in use by school-approved functions. City shall provide scheduling of all District field space for community sports groups. District shall refer all community groups to City for scheduling.

The Sites shall be reserved for City's park and recreation purposes after school hours, Monday through Friday beginning at 4:00 p.m., during school vacation periods, and on Saturdays and Sundays when the District does not have a school function scheduled.

District shall provide City with District fall/winter schedules by July 1st, and District Spring schedules by February 15th of each year.

- 3.2 District shall have first priority of school and adjacent parklands during school hours. City shall refer all requests for use of District facilities during school hours to District.

4. CITY PROVIDED MAINTENANCE

City shall maintain fields, turf areas, backstops and provide street sweeping of the parking lots. Maintenance shall include repair and modification of existing irrigation, (District shall maintain and repair all items from the water source through the backflow prevention device, and City shall be responsible for all maintenance and repair beyond the backflow control device), weed abatement, mowing, fertilization, aeration, rodent and litter control, and infield brick dust.

- 4.1. Grounds keeping includes mowing, trim mowing, edging, litter control, rodent control and pesticide application. City shall mow all sites on a weekly basis using a large field mower April through October, and bi-weekly November through March. City shall comply with The Healthy Schools Act of 2000 (AB-2260) by providing the District an annual list of anticipated pesticides used on school grounds, an annual list of pesticides and rodent control used, and posted as required by the law.
- 4.2 Turf Operations includes aerifying, backfilling, seeding, and fertilizing. City shall aerify once a year on sports fields or more often as determined by the City. Soil used for backfilling shall be imported to fill any voids or low areas as needed. Over seeding will be used on sports fields and shall be performed once a year in the off-season. Sports fields shall be fertilized once every year. City will make every effort to schedule major projects on the fields during the summer to avoid conflicts with District operations. The District shall be notified 72 hours in advance of any turf operations.
- 4.3 Irrigation: All park/school controllers shall be checked on a bi-weekly schedule to make sure clocks are working properly. Repairs will be handled as soon as possible, but no later than 72 hours after the problem has been identified. For emergency irrigation problems, every effort will be made to repair those in twelve (12) hours. Prior to any major improvements to the irrigation systems by either City or District, each shall notify the other and such improvements shall be mutually agreed upon in writing before the work begins. Both City and DISTRICT agree to standardize equipment and only approved equipment shall be used on all upgrades and improvements. The District shall make repairs and/or modifications to irrigation systems or landscaping, at their sole cost and expense when District installations of portable classrooms, driveways, etc., or anything on District property will affect the irrigation system or landscape.
- 4.4 Parks Jr. High School: City shall maintain the running track and perimeter fencing. Track maintenance includes bi-monthly grading to insure even distribution on the surface, routine checking of the slotted curb drainage to insure proper drainage of the track, and adding cinder materials as required. City and District agree to share the costs of maintenance and/or replacement of the perimeter fencing at Parks Jr. High School upon written approval by both parties. City shall perform all necessary work on the fence, gates, and/or posts necessary for the continued maintenance of the fence. City shall invoice District for 50% of such fencing costs at the time the work is

performed. Appropriate documentation showing City's actual costs shall be forwarded to District for payment.

- 4.5 Parking lot sweeping: This agreement may be amended to add sweeping of the parking lots by mutual agreement of both parties. The sites, frequency, cost and cost sharing shall be included in this amendment. This amendment shall be approved by the directors of Public Works and Parks and Recreation for the City and by the Assistant Superintendent of Business Services for the District and attached to this agreement.

5. MAINTENANCE AND WATER REIMBURSEMENT

District shall reimburse City 50% of the costs for maintenance of the following Sites: Beechwood School, Commonwealth School, Fern Drive School, Golden Hill School, Hermosa Drive School, Ladera Vista Junior High School, Laguna Road School, Maple School, Nicolas Junior High School, Parks Junior High School, Richman School, and Woodcrest School.

- 5.1 City shall submit to District an itemized invoice of City's total costs along with a breakdown of the hours expended by City at each Site for District's review and approval.
- 5.2 District's share of the total costs include water usage, labor, materials and supplies charged directly to the Sites. City's cost is based on the actual number of labor hours incurred by City at each Site multiplied by the City's fully burdened hourly rate for landscape maintenance personnel which includes, but is not limited to the following elements: salaries, benefits, indirect materials, overhead, and equipment costs
- 5.3 District shall remit payment to City at the end of each quarter within thirty (30) days from the receipt of invoices to District by City. City shall submit invoices for quarters 1, 2, and 3 within 45 days of the quarter's closing. City shall submit 4th quarter's invoice within 120 days of quarter's closing. The cost will be calculated by the City based upon a formula and credit given for water usage not metered by separate Site meters. The billed cost for City's services contemplated by this Agreement shall not exceed the sum of \$11,250 for the month of June 2015 and One Hundred thirty five Thousand Dollars (\$135,000.00) for the first term of July 1, 2015 to June 30, 2016. The maximum annual billed cost for City's services shall be increased on July 1st of each year by the change in the Consumer Price Index (CPI-W) for Urban Wage Earners and Clerical Workers for the Los Angeles-Orange County-Riverside Metropolitan Statistical Area. City shall not receive compensation for any services in excess of the above stated amount unless such additional services are approved in writing by District prior to City performing the additional services.
- 5.4 The City and District shall share the costs of providing water for irrigation to the Sites. The District shall reimburse the City 50% of the water costs for the Sites with City owned meters. The City shall credit the District an amount equal to 50% of the average per acre cost on District owned meter sites. Each year, the average cost per acre will be recalculated so that that the formula will remain equitable.

5.4.1 City owned metered sites: Beechwood, Commonwealth, Fern Drive, Hermosa, Ladera Vista, Maple, Nicolas, Orangethorpe, Pacific Drive, .Richman, Valencia Park, and Woodcrest

5.4.2 District owned metered sites: Golden Hill, Laguna Road and Parks

5.5 District has the right to dispute the itemized invoice submitted by the City. The District shall notify the City in writing of the disputed amount within 15 days from the receipt of said invoice. The City shall show proof of the validity of the invoice or correct the invoice within 15 days from the receipt of the District's notification of said dispute.

6. MAJOR IMPROVEMENTS

City and District shall meet to discuss any major improvements needed on the Sites. City and District shall share the costs of all major field improvements that are mutually agreed to be beneficial to both the City and District. The specific amount of costs sharing shall be mutually agreed to by both City and District prior to approval of the improvements. Major field improvements shall include major field renovations, total replacement of installed field equipment, installation of lighting and installation of artificial turf.

7. CITY AND DISTRICT MEETINGS

7.1 Each year, at least 90 days prior to the expiration of the then current term, a representative of City and a representative of District shall meet and review the terms of this Agreement and its Exhibits and make any mutually agreed upon written recommendations for change to their respective Board of Trustees and City Council. The Parties may mutually agree in writing to include additional or exclude school field Sites to this Agreement. If additional Sites are added, the maximum annual reimbursement figure stated above shall be proportionally increased by the acreage and number of Sites added to this Agreement.

7.2 Quarterly meetings will be held between a representative of the District, City Maintenance, and Parks and Recreation Department.

8. INDEMNIFICATION

District shall indemnify, defend, and hold harmless City, its City Council officers, agents, employees, and volunteers from and against any and all claims, demands, losses, and legal expenses including but not limited to any judgments against same and attorney's fees and costs arising out of any liability or claim of liability for personal injury, bodily injury to person(s), contractual liability, or damage to property sustained or claimed to have been sustained arising out of negligent acts or negligent activities of the District and its officers, employees, agents, or volunteers.

City shall indemnify, defend, hold harmless District, its Board of Trustees officers, agents, employees, and volunteers from and against any and all claims, demands, losses, and legal expenses including but not limited to any judgments against same and attorney's fees and costs arising out of any liability or claim of liability for personal injury, bodily injury to person(s), contractual liability, or damage to property sustained or claimed to have been sustained arising out of negligent acts or negligent activities of the City and its officers, employees, agents, or volunteers.

10. INSURANCE

City and District agree to each maintain Comprehensive General Liability insurance and Automobile Liability insurance covering bodily injury, personal injury, property damage, and contractual liability in minimum amounts of \$2,000,000 per occurrence. In addition, City and District agree to each maintain Workers' Compensation insurance as required by the Labor Code of the State of California and Employers' Liability insurance with a minimum limit of \$2,000,000 per accident. Any of above required insurance may be maintained in the form of self-insurance. City and DISTRICT shall furnish each other with certificates of insurance which bear original signatures of authorized agents and which reflect insurers names and addresses, policy numbers, coverage, limits, deductibles, and self-insured retentions. Additionally, City and DISTRICT shall furnish each other with certified copies of all policy endorsements required therein.

11. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party specifying the desired date of termination. Either party may terminate this Agreement if the other fails to perform or observe any term or condition of this Agreement and such failure shall continue for thirty (30) days after receipt of written notice thereof.

12. REPRESENTATION AND NOTICES

The City's Director of Parks and Recreation and the Director of Public Works or his/her designees shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives, and agreements, on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

District's Assistant Superintendent of Business Services or his/her designee(s) shall be representative of District for purposes of this Agreement and may issue all consents, approvals, directives, and agreements on behalf of District, called for by this Agreement, except as otherwise expressly provided in this Agreement.

All notices and written communications shall be sent to the following addresses indicated below:

If to City: Director of Parks and Recreation
 City of Fullerton
 303 West Commonwealth Avenue
 Fullerton, CA 92832

 Director of Public Works
 City of Fullerton
 1580 W. Commonwealth Ave.
 Fullerton, CA 92832

If to District: Assistant Superintendent of Business Services
 Fullerton School District
 1401 West Valencia Drive
 Fullerton, CA 92833

The effective date of any notice or written communications sent by one party to the other shall be the date received if by personal service, or the date of receipt on the return receipt provided by the U.S. Mail or delivery service (U.P.S., Federal Express, etc.)

13. RELATIONSHIP TO OTHER PARTY

The parties hereto acknowledge and agree that the relationship between City and District is one of principal and independent contractor and no other. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, employment relations, or any other relationship except as set forth between the parties. The statements made by City or District shall not be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.

14. ATTACHMENTS TO AGREEMENT

This Agreement includes the following which is attached hereto and made a part hereof:

Attachment A: Aerial photographs of City Maintenance Areas

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written above.

CITY OF FULLERTON:

FULLERTON SCHOOL DISTRICT:

Joe Felz, City Manager

Dr. Robert Pletka, Superintendent

ATTEST:

Lucinda Williams, City Clerk

APPROVED AS TO FORM:

Richard D. Jones, City Attorney

CONSENT ITEM

DATE: May 12, 2015

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

FROM: Susan Hume, Assistant Superintendent, Business Services

SUBJECT: **APPROVE AGREEMENT WITH BOYS & GIRLS CLUBS OF FULLERTON FOR THE OPERATION OF SCHOOL-AGED YOUTH DEVELOPMENT PROGRAMS, EFFECTIVE MAY 13, 2015 THROUGH JUNE 30, 2016, AUTOMATICALLY RENEWABLE EVERY JUNE 30**

Background: The Boys & Girls Clubs of Fullerton has operated an after school program at Commonwealth School since approximately 2002. At that time the District entered into an agreement with the Boys & Girls Clubs to grant them a license to place on the campus of Commonwealth a 2,160 square foot relocatable building that would house a school-aged youth development program operated by the Boys & Girls Clubs. There was no charge to the Boys & Girls Clubs.

Rationale: The original agreement needs updating. The revised agreement continues the current no-cost arrangement to the Boys and Girls Clubs program. Minor administrative/procedural updates have been made to the document.

Funding: There is no financial effect on the District to continue this agreement.

Recommendation: Approve agreement with Boys & Girls Clubs of Fullerton for the operation of school-aged youth development programs, effective May 13, 2015 through June 30, 2016, automatically renewable every June 30.

SH:gs
Attachment

**Fullerton School District - Boys & Girls Clubs of Fullerton
Agreement for the Operation of
School Aged Youth Development Programs**

This Agreement is made and entered into this 12th day of May 2015 by and between the Fullerton School District, hereinafter referred to as **FSD** and the Boys & Girls Clubs of Fullerton, hereinafter referred to as **BGCF**.

WITNESSETH

WHEREAS, FSD is in need of the services of BGCF to provide for school-aged youth development programs; and

WHEREAS, BGCF, in order to operate such school-aged youth development programs, previously secured from FSD permission to place on the campus of Commonwealth Elementary School a 2,160 square foot relocatable building to house the programs to be operated by the BGCF.

NOW, THEREFORE, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement and in consideration of the representations made above and covenants and conditions set forth herein, the parties agree as follows:

1. Grant of License:

- 1.1 FSD granted to the BGCF a license to place on the campus of Commonwealth Elementary School a 2160 square foot relocatable building owned by BGCF that would house the school-aged youth development programs operated by BGCF.
- 1.2 At the expiration of the term of this Agreement, should FSD determine in its sole discretion to discontinue the school-aged youth development programs, the BGCF shall either remove the relocatable building or convey the relocatable building to FSD with free and clear title at a price to be negotiated as fair to both parties. If BGCF removes the relocatable building, BGCF shall be responsible for all costs associated with such removal.

2. Costs:

- 2.1 The District will not charge rent to the BGCF for the use of the building for a school-aged youth development program.
- 2.2 BGCF will be charged for any additional costs incurred by FSD caused due to the use of the building by BGCF.
- 2.2 The BGCF, at no cost to FSD, shall be solely responsible to obtain and maintain all permits, licenses, and/or approvals from local, state and federal agencies necessary

for the relocatable building and the operation of youth development programs to be provided by the BGCF.

3. Use of and Access to Relocatable Building:
 - 3.1 BGCF shall use only a relocatable building that has been approved by the State of California which complies with Field Act provisions found in Education Code section 1728 et seq. and 17365 et seq. for school-aged youth development programs. The relocatable building and its installation shall meet all federal, state and local requirements, including but not limited to reasonable accommodation for handicapped access.
 - 3.2 The BGCF shall not itself use or permit any other person or entity to use the relocatable building, or any part thereof, for any purpose other than for the provision of school-aged youth development programs without prior written approval from FSD. Such programs shall not unduly interfere with any classes or activities being conducted at the school or materially damage the school or in any manner constitute waste, nuisance, or public annoyance. The BGCF shall conform to, and cause all persons and entities using or occupying any part of the relocatable building to comply with all FSD policies and procedures from time to time applicable thereto regarding all operations of BGCF at Commonwealth Elementary School.
 - 3.3 During hours of operation for the school-aged youth development programs, the BGCF shall have reasonable access to and use of playground space, restrooms, water fountains, parking lot and exterior lighting provided that such access does not interfere with the FSD's regular elementary school program at Commonwealth Elementary School.
4. Utilities: BGCF shall be responsible for providing electrical utilities to the BGCF's relocatable building which shall include installation of electrical wiring to BGCF relocatable building. BGCF shall also be responsible for any other utilities such as water, sewer and telephone service required for the relocatable building and for the operation of the school-aged youth development programs.
5. Alterations or Improvements: BGCF shall not have the right to construct alterations and/or improvements on or about the BGCF-owned relocatable building. BGCF's moveable partitions, machinery and equipment, and the relocatable building itself, shall remain the property of the BGCF and shall be removed by BGCF within thirty (30) days upon termination of this Agreement provided that the FSD does not exercise any option herein provided.
6. Maintenance of Relocatable Building: BGCF shall maintain the interior and exterior of its relocatable building in good repair, including painting of exterior walls and ramps, replacement of broken glass in windows, and removal of graffiti. If BGCF does not provide a reasonable level of maintenance satisfactory to the FSD, upon ten (10) days

written notice to the BGCF, the FSD will make any necessary repairs and will be entitled to reimbursements from the BGCF for the cost of the repairs.

7. Furniture and Equipment: BGCF shall provide all furniture and equipment required for the operations of BGCF's school-aged youth development programs in BGCF's relocatable building.
8. Operating Schedule:
 - 8.1 The school-aged youth development programs to be operated by BGCF will be operated during the school year at times that are mutually agreeable to FSD and BGCF which suit the program being run at the site.
 - 8.2 If BGCF operates on days FSD is closed, BGCF shall pay FSD cost of cleaning restrooms upon receipt of invoice from FSD. Payment for such cost shall be made within thirty (30) calendar days from date of submission of the invoice from FSD.
 - 8.3 Elective recreational programs operated by BGCF at Commonwealth Elementary School outside of the regular school year shall be with FSD's prior written approval which may be withheld in its sole and absolute discretion. BGCF shall submit a facilities use permit application to FSD for written approval at least thirty (30) days prior to the start of any proposed program. The application shall include the date, time, location and type of recreational program to be offered by BGCF.
9. Entry and Evaluation by FSD:
 - 9.1 FSD shall have the right at reasonable times to enter into and upon BGCF's relocatable building and premises for the purposes of inspecting same in order to determine whether BGCF is complying with the terms of this Agreement. The right and authority hereby reserved in this paragraph does not impose, nor does FSD assume by any reason thereof, any responsibility or liability whatsoever for any acts or omissions of BGCF, BGCF's members, guests, clients, agents, contractors and employees in said relocatable building on said premises.
 - 9.2 FSD shall have the right to monitor and evaluate the BGCF's relocatable building with regard to fire code regulations, reasonable sanitation and cleanliness, and other applicable safety laws and regulations. FSD shall notify BGCF that if recommended reasonable work to comply with safety laws and regulations is not completed within ten (10) calendar days of written notification, FSD can direct work to be completed by others and bill the BGCF for said work. Payment for such work shall be made within thirty (30) calendar days from date of submission of the bill to BGCF.
10. Program Administration: BGCF shall administer the school-aged youth development programs in accordance with the provisions of the Agreement and all state and federal laws, rules and regulations applicable to such programs. BGCF shall within 72 hours inform and provide FSD with a copy of such visits, reports, reviews or findings of any state or federal regulatory agency involving any program operated by BGCF under this

Agreement. In the event that any deficiencies noted or corrections required as a result of such visits, reviews, reports or findings, BGCF will within five (5) working days of the 72-hour notification provide FSD a copy of a written plan of action which will ensure timely and appropriate corrections of the deficiencies.

11. Public Relations, Advertising, Announcements: If requested by BGCF, FSD agrees to distribute at least one notice, subject to FSD written approval of the format and content of the notice, each semester to all parents of elementary students in FSD announcing the availability of BGCF's school-aged youth development programs located at Commonwealth Elementary School. BGCF shall prepare and pay for these notices and any and all other advertising or public relations costs. BGCF may erect suitable informational and directional signs or posters only after prior written approval by FSD of location, design, color and construction of such signs or posters. BGCF agrees to be solely responsible for communication with parents regarding programs and complaints against school-aged youth development program based personnel.
12. Participants:
 - 12.1 Programs operated by BGCF at Commonwealth will be open to all students who qualify for the program operated at the site. Except as previously stated, BGCF shall have the right to determine which students will be permitted to attend the school-aged youth development programs based on reasonable rules, regulations and age requirements.
 - 12.2 Exclusion of students from the BGCF school-aged youth development programs will be permitted for discipline, failure to meet eligibility requirements, behavior problems, or lack of required immunizations.
13. Immunizations: Enrollees in the BGCF school-aged youth development programs shall be subject to the same legal requirements regarding medical history and immunizations as students in the public schools in the State of California.
14. Term of Agreement: The term of this Agreement shall be for an initial one (1) year term from May 13, 2015 until June 30, 2016. This Agreement will renew automatically each June 30, unless either party notifies the other by April 30.
15. Termination of Agreement:
 - 15.1 Either party may, by giving a sixty (60) day written notice specifying the effective date of termination, terminate this Agreement in whole or in part for cause, which shall include failure, for any reason, of either party to fulfill in a timely and proper manner its obligation under this Agreement.
 - 15.2 Either party, in such party's sole discretion, may by giving a sixty (60) day written notice specifying the effective date of termination, terminate this Agreement without cause. FSD agrees not to terminate this Agreement for the sole purpose of obtaining another school-aged youth development program provider unless such

termination is for cause or unless such program is being offered by any federal or state youth development program.

16. **Independent Contractor:** The status of BGCF under this Agreement shall be that of an independent contractor and at no time shall BGCF be, or represent itself to be, an agent of FSD. BGCF warrants that no person or other organization has been employed or retained to solicit or secure this Agreement upon an understanding that a commission, percentage, brokerage, or contingent fee will be paid. For breach or violation of this warranty, FSD shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or so seek such other remedies as legally may be available.
17. **Non-Discrimination:** BGCF agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws of such persons.
18. **Compliance with the Law:** BGCF shall comply with the requirements of all municipal, state and federal statutes, ordinances, rules, orders, regulations and laws now in effect or which may hereafter be in effect during the term of this Agreement pertaining to any act of the BGCF including, but not limited to, the installation of the relocatable building, operation of a school-aged youth development programs, and the use and occupancy of the relocatable building. BGCF shall not commit or suffer to be committed on said premises any nuisance or other act which may disturb the quiet enjoyment of adjoining property owners or occupants. In addition, the BGCF shall meet or exceed all applicable regulations of The Americans with Disabilities Act of 1990 (42 U.S.C.A. Section 12101 et seq.). BGCF shall cause its employees to undergo criminal background checks and be fingerprinted to comply with the requirements of Education Code section 45125.1.
19. **Indemnification:** FSD shall assume no liability for any use of Commonwealth Elementary School by BGCF to operate any of the programs provided by BGCF under this Agreement. BGCF waives and releases all claims against FSD for death or injuries to any person(s) or damage to any property sustained by BGCF, its members, guests, clients, contractors, agents and employees in, upon, or about said premises and BGCF agrees to defend, indemnify and hold FSD, its Governing Board, officers and employees harmless from any claim or action or liability for injury, wrongful death, or property damage sustained by any person arising out of the use of the premises by BGCF, or arising out of any act or omission by BGCF, its members, guests, clients, contractors, agents and employees, including failure of BGCF to keep the premises in good condition and repair as provided in the Agreement, or arising out of the operation of the school-aged youth development programs.
20. **Insurance:** BGCF agrees to carry insurance to ensure BGCF's ability to adhere to the indemnification requirements under this Agreement.

20.1 BGCF shall, at BGCF's sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with BGCF's fulfillment of the obligations under this Agreement:

A. Comprehensive or Commercial Form General Liability Insurance, including bodily injury, property damage and contractual liability, with minimum limits as follows:

\$1,000,000 per occurrence plus \$2,000,000 aggregate

\$1,000,000 personal & advertising injury plus \$2,000,000 coverage

The policy shall include and be endorsed to include abuse and molestation coverage of at least \$1,000,000 for each occurrence plus \$2,000,000 coverage.

B. Business Auto Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1,000,000 per occurrence plus \$2,000,000 coverage.

C. Workers' Compensation and Employers Liability Insurance in a form and amount covering BGCF's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against FSD.

Part A - Statutory Limits for BGCF

Part B - \$1,000,000 Employers' Liability

D. Employment Practices Liability (EPL) and Directors and Officers (D&O) coverage with the following limits:

\$1,000,000 per occurrence

20.2 BGCF agrees to provide endorsements to the policy/policies stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by FSD shall be excess and noncontributory." No later than five (5) days from execution of this Agreement by FSD and BGCF, BGCF shall provide FSD with certificates of insurance evidencing all coverages and endorsements required hereunder.

BGCF shall provide prior written notice to FSD thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The policies

of insurance providing the coverages referred to in clauses A and B above shall name FSD, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. Failure to maintain the above mentioned insurance coverages shall be cause for termination of this Agreement.

21. Waiver:

No delay or omission of FSD or the BGCF to exercise any right or remedy shall be construed as a waiver of such right or remedy or of any default by the BGCF or FSD hereunder. Any waiver by the FSD or the BGCF of any breach or default must be in writing and shall not be a waiver of any other breach or default concerning the same or any other provision of the Agreement.

22. Assignment and Sublease: Neither this Agreement nor any interest therein, whether legal or equitable, shall be assigned, subleased, transferred, pledged, or conveyed, voluntarily or by operation of law, by BGCF. Any such assignment, sublease, transfer, pledge or conveyance shall be void and shall at FSD=s option, terminate this Agreement.

23. Notices: Any notice required to be served hereunder shall be in writing and shall be deemed given and served upon delivery if delivered personally, or three (3) calendar days after depositing in the United States mail, postage pre-paid, addressed to:

FSD: Fullerton School District
1401 West Valencia Drive
Fullerton, CA 92833
Attention: Assistant Superintendent, Business

BGCF: Boys & Girls Clubs of Fullerton
340 W. Commonwealth Ave.
Fullerton, CA 92832
Attention: Executive Director

Any party may change the address or persons to which notices are sent to it by giving the written notice of such change of address or persons to the other party in the manner herein provided for giving notice.

24. Contact Persons: The representative contact persons for all matters related to this Agreement are:

FSD: Fullerton School District
Susan Hume, Assistant Superintendent
Business Services

BGCF: Boys & Girls Clubs of Fullerton
Executive Director

- 25. **Complete and Exclusive Statement:** This Agreement is the complete and exclusive statement of the mutual understanding of the parties. This Agreement supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.
- 26. **Amendments to Agreement:** This Agreement may only be amended by the mutual written consent of the parties hereto set forth in a written amendment. No oral understanding or agreement not incorporated in this Agreement shall be binding on either party.
- 27. **Governing Law:** The Agreement shall be construed and enforced in accordance with the laws of the State of California.

IN WITNESS THEREOF, the FSD and the BGCF have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

FSD:

BGCF:

Fullerton School District

Boys & Girls Clubs of Fullerton

By: _____

By: _____

Name

Name

Title

Title

Date

Date

CONSENT ITEM

DATE: May 12, 2015

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

FROM: Craig Choi Bertsch, Ed.D., Assistant Superintendent, Personnel Services

PREPARED BY: Kathryn Ikola, Coordinator, Child Welfare and Attendance

SUBJECT: **APPROVE SERVICES AGREEMENT AND SUPPLEMENT #1 TO THE SERVICES AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND INFOSNAP FOR ONLINE REGISTRATION EFFECTIVE FOR THE UPCOMING 2015/2016 AND 2016/2017 SCHOOL YEARS**

Background: Fullerton School District has investigated electronic online registration that would streamline the enrollment process and facilitate updating student information. InfoSnap rose to the top as a leading provider of cloud-based registration management solutions, designed specifically for Pre K-12 independent, charter, and public schools. InfoSnap was founded in 2000 and serves a client base of 650+ Pre K-12 clients around the world, including San Marino Unified, Manhattan Beach Unified, San Luis Coastal Unified, Livermore Unified, and Antelope Valley Union High School District.

Parents would be able to electronically enroll new students, as well as annually update student information. Data would be stored in a cloud environment that allows for pre-populated forms to be automatically provided for parents to update or approve. InfoSnap would integrate with the District's PowerSchool Student Information System providing a seamless exchange of information between the two systems.

Rationale: Online access to registering students and updating information makes it more convenient for parents/guardians and is a cost savings for the District with regards to clerical time and photocopying expenses.

Funding: Cost not to exceed \$49,450 for Year 1 (which includes a one-time set-up fee of \$17,200), and \$32,250 for Year 2. General Fund (01).

Recommendation: Approve Services Agreement and Supplement #1 to the Services Agreement between Fullerton School District and InfoSnap for online registration effective for the upcoming 2015/2016 and 2016/2017 school years.

CCB:KI:mc
Attachments

InfoSnap® Services Agreement

This Services Agreement is between InfoSnap, Inc. ("InfoSnap" or "we") and Fullerton School District ("Institution" or "you"), effective as of:

Date: April 10, 2015

1. **SERVICES.** We will provide you with services identified on one or more Supplements to this Agreement. These are called "Service(s)". Unless otherwise agreed, Services are provided on a subscription basis, commonly known as "software as a service." By utilizing such Services, you acquire no ownership or license rights to the Services; all such rights belong exclusively to us.
2. **ACCEPTING SERVICES.** In order for us to create your Services, you agree to respond promptly to our requests for information. We will notify you when a Service is ready for you to review and test. You will review and test promptly and either accept the Service or notify us of any changes you desire. We will make changes consistent with the Service as described in the Supplement. Once you accept the Service, it will be made available to your constituents and persons they authorize ("End Users") and you ("Live Services"). Once Live Services commence, you are deemed to have accepted the Service. If delivery of a Service is delayed because of your failure to respond, review or test promptly, you agree you will nevertheless make payments when due under this Agreement.
3. **Compliance.** You represent and warrant that your use of our Services and the specifications and instructions for those services that you provide us will comply with all applicable laws and regulations. You agree to indemnify us against any and all damages, losses, costs and expenses (including reasonable attorneys' fees) we incur as a result of your breach of this representation and warranty. You are responsible reviewing and ensuring that our online questions properly solicit the data you require.
4. **PRICES AND PAYMENT.**
 - a. **Price.** You will pay us at the prices and rates set forth in the Supplement(s). All prices are in US dollars. If we make changes at your request after Live Services are commenced, or you request material changes during your annual rollover, we can charge you \$200 per hour, or our then current rate, if higher, to make the changes. Minor adjustments/enhancements are anticipated at time of rollover and are built into the price set forth in the Supplement.
 - b. **Payment.** You will pay us when specified in the Supplement(s), or, if no date is specified, within 30 days after we invoice you. Any delay in commencement of Live Services due to your failure to promptly respond, review and test does not relieve you of your payment obligation. Any late payment will bear interest at 1.5% per month, or the highest rate allowed by law, whichever is less, until you pay us. If you don't pay on time, we can stop all Services on 10 days' written notice. You will be responsible for all reasonable collection expenses, including attorney's fees.
5. **PRIVACY AND SECURITY.** In performing the Services, InfoSnap may collect certain personal information on Institution's behalf from End Users ("Personal Information"). InfoSnap will use this Personal Information solely in connection with the Services, in accordance with this Agreement, or as otherwise mutually agreed by Institution and InfoSnap. InfoSnap will use reasonable administrative, technical, and physical measures to prevent unauthorized disclosure of Personal Information maintained in the Services. If InfoSnap discovers any unauthorized disclosure of Personal Information maintained in the Services on Institution's behalf (a "Security Incident"), InfoSnap will notify Institution of the Security Incident in accordance with applicable law.
6. **SUPPORT AND TRAINING.** We will give you an online tutorial, online help documentation and provide you and Users reasonable telephone support during our normal business hours. If we provide on-site support or training, you will pay us \$1,500 per day per person and reimburse reasonable travel expenses. All support and training (Users or administrators) and all administrative tools are delivered in English.
7. **SALE.** If the Supplement(s) identify any products sold to you ("Products"), you may use the Products only as contemplated by this Agreement. You may not copy, distribute or modify the Products. You may not license, transfer or assign the Products.
8. **LOGOS AND MARKS.** We grant each other, only during the term of this Agreement, a royalty-free, non-exclusive, non-transferable and revocable limited license to use, reproduce, and display the other's logos, trademarks, names and service marks ("Marks") to perform our obligations under this Agreement. We can also identify you as a customer, demonstrate your solution and use your Marks in conjunction therewith. No other rights or interest in the Marks are granted or conveyed.
9. **MERCHANT ACCOUNT.** If we transmit payment information to your merchant account, you remain solely responsible to ensure that you comply with the terms of your merchant and payment gateway agreements.
10. **CONTENT.** You warrant, represent and agree that:
 - a. **Infringement.** No information or forms you give us to use will infringe on any copyright, trademark or other right of anyone else.
 - b. **Truth and Accuracy.** You assume full responsibility for the truth, accuracy and completeness of all text and content we display for you on our website.
- c. **Content Standards.** If our Services let you post content to our website, you agree this content will comply with our posted current editorial standards. If the content does not comply, we can remove it from our website.
11. **WARRANTIES.** OUR SERVICES AND PRODUCTS WILL PERFORM THE FUNCTIONS IDENTIFIED IN THE SUPPLEMENT(S). WE MAKE NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (i) ABOUT OUR WEBSITE; (ii) THE SERVICES OR PRODUCTS WE PROVIDE; (iii) THE SERVICES PROVIDED BY ANY THIRD PARTY WITH WHOM YOU CONTRACT TO SUPPLEMENT OUR SERVICES; (iv) THE FUNCTIONALITY, PERFORMANCE OR RESULTS OF USING OUR WEBSITE, SERVICES OR PRODUCTS, INCLUDING WHETHER ANY THIRD-PARTY REQUIREMENTS ARE MET OR COMPLIED WITH; OR (v) THE COMPATIBILITY OF OUR WEBSITE WITH ANY PARTICULAR WEB BROWSER. DATA WE TRANSMIT TO YOU IS PROVIDED BY USERS. WE DISCLAIM ANY IMPLIED WARRANTY ABOUT THIS DATA.
12. **LIMITATION OF LIABILITY.** OUR LIABILITY TO YOU UNDER THIS AGREEMENT IS LIMITED TO THE SUM OF ALL PAYMENTS TO BE MADE UNDER THIS AGREEMENT IN THE YEAR DURING WHICH ANY SUCH LIABILITY WAS INCURRED. WE ARE NOT LIABLE TO YOU FOR LOST PROFITS, LOST REVENUE, LOSS OF BUSINESS OPPORTUNITY, OR ANY DIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT, UNDER ANY LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ARE SOLELY LIABLE FOR ANY DAMAGES IN CONNECTION WITH YOUR PUBLICATION OF USER DATA.
13. **CONFIDENTIALITY.** You acknowledge that you have obtained from us access to information regarding our business operations, processes, technology and proprietary software ("Confidential Information"). You agree to use the Confidential Information solely to enable you to utilize the Services. We may obtain injunctive relief to enforce this provision.
14. **TERM; RENEWAL.** This Agreement begins on the later of the date stated above or the date it is executed by InfoSnap, and its term ends on the date(s) set forth in the Supplement(s) for the Services identified. This Agreement will automatically renew for successive one year terms unless one of us notifies the other, prior to our commencing to provide rollover services for the renewal term, that it does not want to renew the Agreement. Pricing for the renewal term shall not include identified discounts for the prior year and shall increase from the prior year's (non-discounted) price by 5.0%, adjusted for any

increased enrollment or applications, as applicable.

15. **TAXES.** You will pay all taxes, assessments and fees, if any, levied as a result of your purchase and/or use of the Services and Products.

16. **OPERATING ENVIRONMENT.** Supplements may specify particular hardware, software or other requirements to enable the Services to function properly. If your environment does not meet these requirements during the initial creation of your Services or changes after the Services have gone live, (i) the Services may not function properly; and (ii) you may be charged additional fees by us to adapt the Services to your environment at the rate set forth in Section 4(a) above.

17. **GENERAL.**

- a. **Public Communications.** Any public communications, including press releases, regarding the Services provided by InfoSnap or the terms of this Agreement must be approved by both parties prior to being issued. InfoSnap reserves the ability to identify you as a customer.
- b. **Approvals.** Any required approval shall not be unreasonably withheld or delayed.
- c. **Data Deletion and Retention.** Except as set forth below, InfoSnap will retain Personal Information submitted to the Services for at least two complete academic years from the date of submission. InfoSnap will delete non-account based Personal Information submitted to the Services (i) if an educational purpose no longer exists for maintaining that information, or (ii) if you direct us to do so. InfoSnap may delete Personal Information

from its system. Notwithstanding the deletion of Personal Information, InfoSnap may retain and use de-identified or aggregate data for internal business purposes as described in Section 17.d below

- d. **Data Usage.** You acknowledge and agree that we may use the information obtained in performance of the Services for our internal business purposes, such as data analysis, audits, fraud monitoring and prevention, developing new products, enhancing, improving or modifying our Services, and identifying usage trends.
- e. **Liquidated Damages.** If you enter into a multi-year contract with us and terminate Services prior to the expiration of the contract, you agree to pay us the remaining sum due us through the stated term of the contract as liquidated damages, actual damages being impossible to calculate.
- f. **Terms of Use.** You agree to our End User Agreement and Privacy Policy, and agree to support us in enforcing them.
- g. **Entire Agreement.** This Agreement, including any Exhibits and Supplements, is our entire agreement. It supersedes all prior agreements, negotiations, materials, information, discussions or understandings, oral or written. You specifically acknowledge that there have been no representations made to you regarding the functionality of the services other than as set forth herein.
- h. **Amendments.** This Agreement can be amended, waived or changed only by a written agreement signed by both of us.

- i. **Severability.** If any part of this Agreement is held to be or becomes invalid or unenforceable, then the remaining provisions of this Agreement shall remain valid and enforceable.
- j. **Force Majeure.** We are not liable to you for any damage, loss, delay or error resulting from conditions beyond our control. The time for our performance and the term of this Agreement will be extended by the time of such delay.
- k. **Governing Law.** The laws of Texas govern this Agreement. We both consent to the exclusive jurisdiction of the Texas Federal and State courts.
- l. **Section Headings.** Section headings are for convenience and do not affect, define or limit this Agreement.
- m. **Notices.** Notices must be given in writing to the address shown below, or to another address provided by such notice. Notices are deemed delivered 5 days after deposit in the US Mail, certified or registered, postage prepaid and return receipt requested, or 1 day after delivery to a nationally recognized overnight delivery firm, prepaid and with instructions for next day delivery.
- n. **Waiver.** If one of us waives any provision of this Agreement, he has not agreed to waive any other provision. A waiver is not a continuing waiver unless so stated.
- o. **Independent Contractors.** We are independent contractors. This Agreement does not create an association, partnership, joint venture, agency or employment between us.

Agreed:

InfoSnap, Inc.
2705 Bee Caves Road
Suite 345
Austin, TX 78746

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

By: _____

By: _____

Louis J. Trotter, Jr., President and CEO

[Name, title]

Date: _____

Date: _____

Supplement # 1 to InfoSnap® Services Agreement

This Supplement # 1 is a part of the Services Agreement (“Services Agreement”) between InfoSnap, Inc. (“InfoSnap” or “we”) and Fullerton School District (“District” or “you”).

Date: April 10, 2015

1. SERVICES. We will provide you with the following Services:

- a. **Online processes.** We will provide you with and host an online process for registration/enrollment of new students and re-registration/re-enrollment of returning students (“registration”) to be completed for each student once annually.
- b. **Online forms.** We will create online forms (“Submittable forms”) for your registration process. These forms will enable Users to enter and/or edit online, via InfoSnap, relevant information you currently collect on your forms. We may also utilize forms or other documents which can be viewed and printed as part of the online process, and where required, provided to others for manual completion offline, e.g., Medical Forms which need to be signed by a doctor, Handbook which is viewable online by a family, etc. (“Supplemental forms”). You are responsible for providing these documents for inclusion in your solution in all Supported Languages.
- c. **Supported language(s).** We will support an English version of your online form, navigation and on screen instructions, and family communication templates, for viewing by families. We will additionally support Spanish and Korean languages in the Localization model, see Fullerton School District **Exhibit A**.
- d. **Required fields and Read-Only Fields.** Users can be required to complete certain data fields, as specified by you as part of the set-up process. Users can be prevented from changing selected data that you require them to see, but not change (see 3 below).
- e. **Printing and instructions.** Completed Submittable forms can be printed by Users for their records. Forms can contain instructions you provide us as part of the set up process (see 3 below).
- f. **Customer Portal.** Your authorized administrators at individual schools and at the District office will have online access to a Customer Portal, hosted by InfoSnap, that will allow them to:
 - Utilize Roster Management tools (see 2b);
 - Manage online form submissions and run reports of data submitted during the Online Processes;
 - Print information submitted online by Users; and
 - Review, edit and approve submitted data (see 2f).

We can provide an initial group training session for administrators and we will train someone from your District to support administrators using the Customer Portal.

- g. **Payment Management Service.** See **Exhibit B** attached hereto.

2. REGISTRATION PROCESS.

- a. **Export.** You will create an export from your Database of student and family biographical information that conforms to a data format we will provide you. This export may occur at multiple times during the registration season. All students will need to be stored in your Database prior to export;
- b. **Roster.** You will use the Roster Management tools provided in the Customer Portal to upload and manage

your student and family biographical information. The Roster information will be used to: (a) pre-populate your online registration solution with the student and family biographical information; and (b) create a registration Invitation to be sent to the student’s family either via email or printed hardcopy, which advises them of the online registration process and their unique access PIN (Snapcode);

- c. **Family process.** Following the instructions contained in the student’s registration Invitation, families will access your online registration process, edit online their current biographical data (as exported from your Database), and then submit the edited data to you;
- d. **Change Report.** We will provide a change report that will include the student’s name, parents’ names, those fields that have been modified, as well as the new values, the old values and the date they were modified;
- e. **Polish.** You will be able to “polish” the information provided online by the Users as follows:
 - Convert names, etc. to proper case;
 - Conform phone numbers to a standard format;
 - Conform email and postal addresses to a standard format; and
 - Make manual changes on the fly.
- f. **Administrative Review.** Using the Customer Portal, authorized administrators at individual schools in your District will be able to review, edit and approve data that has been submitted online by families.

3. DATA MANAGEMENT – PowerSchool.

- a. Pearson offers the PowerSchool API (Application Programming Interface) to facilitate reading data from the PowerSchool Student Information System and writing data to PowerSchool SIS. We have a dedicated User Interface designed for PowerSchool’s API, and that enables on-demand data exchange, which you may utilize. See Fullerton School District **Exhibit C**. Alternately, if you prefer file-based data delivery to PowerSchool via .csv or TAB-delimited files (using the appropriate PowerSchool import and export procedures, e.g. Quick import and/or AutoComm), we will support this method. You will notify us of your elected data delivery method during the initial implementation of your Online Process. A transition from file-based data delivery to API-based delivery, or vice versa, will be activated at the first rollover of your solution after you notify us of your intention to use the alternate delivery methodology.
- b. **Single Sign On.** InfoSnap and PowerSchool have developed Single Sign On which enables families to access their InfoSnap registration for students through the Parental Portal. Note: PowerSchool version 7.6.1 or higher is required along with an SSL certificate for the Parent Portal which you utilize and support.

4. YOUR ADDITIONAL RESPONSIBILITIES

- a. **Hyperlink.** You will create a hyperlink from your website to our website for Users to access our online services.
- b. **Set up.** You will complete our set-up questionnaire and interview process.
- c. **Forms.** You will provide us with copies of your Submittable and Supplemental forms in either high quality PDF or Microsoft Word format.
- d. **Data Review.** The data contained in the data extract you create (see 2a above) is the “official record” that families

Public School 2 Supplement - Public Schools -

will see when they access their online registration/enrollment forms. You are responsible to review the data extract for the accuracy of the data. If you require our assistance to extract and "clean-up" your data, we charge \$200 per hour. You are also responsible to preview, review and sign off on the pre-populated registration forms (see 2b above) containing the extracted data.

- e. **Database prep.** If determined to be necessary by InfoSnap, you will be responsible for ensuring that the extract data intended for pre-population accurately reflects your desired listing order for the contact records (e.g. Parent/Guardians, Emergency Contacts, etc.).
- f. **Identical Database.** You ensure that the Database installation at each school is identical.
- g. **Identical Form Fields.** You ensure that the data fields extracted from our database to pre-populate the Submittable online forms are identical for each school.
- h. **Substantially Similar Forms.** You will ensure that the Submittable forms will be the same for all schools in the district (minor variations may be permitted). Supplemental Forms may vary from school to school.

4. **DATABASE.** PowerSchool Version #: _____

5. **NUMBER OF STUDENTS AND SCHOOLS.** You represent and warrant that the approximate number of students in your District is 13,000 attending 20 schools.

Payment address:

InfoSnap, Inc.
PO Box 791478
Baltimore, MD 21279-1478

Notice address:

InfoSnap, Inc.
7700 Old Georgetown Road, Suite 850
Bethesda, MD 20814
866-986-1601

Agreed:

InfoSnap, Inc.

By: _____

Name: Louis J. Trotter, Jr., President and CEO

Date: _____

6. TERM OF SERVICES.

	Year 1	Year 2
For Academic Year	2015/2016	2016/2017

One Time Set Up Fee	\$ 14,000	N/A
Discount*	(\$ 2,800)	N/A
Academic Year Service Fee	\$ 35,000	\$ 35,000
Discount*	(\$ 5,750)	(\$ 5,750)
Spanish Set-up Fee	\$ 4,000	N/A
Discount*	(\$ 1,000)	N/A
Spanish Annual Service Fee	\$ 2,000	\$ 2,000
Discount*	(\$ 500)	(\$ 500)
Korean Set-up Fee	\$ 4,000	N/A
Discount*	(\$ 1,000)	N/A
Korean Annual Service Fee	\$ 2,000	\$ 2,000
Discount*	(\$ 500)	(\$ 500)
TOTAL	\$ 49,450	\$ 32,250
New Students		
Approximate Dates of Service	08/01/15 - 06/30/16	08/01/16 - 06/30/17
Returning Students		
Approximate Dates of Service	08/01/15 - 06/30/16	08/01/16 - 06/30/17
* Reflects Spring special discount		

7. **PRICE AND PAYMENT.** The one time set up fee of \$17,200 is due upon signing.

Service Fees will be due on:

Year 1: upon signing

Year 2: 02/1/16

To achieve the service initiation date above, you will need to: (i) execute this contract and return it to us (by fax) within five days after the first date set forth above; (ii) promptly respond to our questionnaire and interview process; and (iii) promptly test the services when asked by us.

You will advise us of any date(s) on which you want Services to not be available, e.g., close of registration season

FULLERTON SCHOOL DISTRICT

By: _____

Name: _____

Date: _____

CONSENT ITEM

DATE: May 12, 2015
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Emy Flores, Ed.D., Assistant Superintendent, Educational Services
PREPARED BY: Deanna Scott, Director, Student Support Services
SUBJECT: **APPROVE AGREEMENTS BETWEEN FULLERTON SCHOOL DISTRICT AND THE ASSISTANCE LEAGUE OF FULLERTON FOR OPERATION SCHOOL BELL, VISION SCREENING, AND THE VISION REFERRAL PROJECT FROM JUNE 1, 2015 THROUGH MAY 31, 2018**

Background: This agenda item provides agreement for the following philanthropic projects provided by the Assistance League of Fullerton:

Operation School Bell: Provides two (2) outfits of new clothing including shoes to needy students K-6 from within this District not to exceed 30 children per week for 26 weeks starting on June 1, 2015 through May 31, 2018.

Vision Screening: Provides vision screening at no charge to the District for grades K, 3, and 6 through contracted arrangements with the Ketchum University from September 1, 2015 through May 31, 2018.

Vision Referral Project: Provides eye examinations to children in grades K, 3, and 6 (no preschoolers will be included) and if needed, safety coated lenses and \$30.00 toward frames for needy students requiring further examination after vision screening from September 1, 2015 through May 31, 2018.

Rationale: The District is very fortunate to have the Assistance League of Fullerton provide three areas of support for the students in the District. These areas are stated above and provide clothing for needy students as well as pay for the College of Optometry vision screenings at the schools and support the payment for vision referrals.

Funding: Philanthropic Projects are provided to the District at no cost.

Recommendation: Approve Agreements between Fullerton School District and the Assistance League of Fullerton for Operation School Bell, Vision Screening, and the Vision Referral Project from June 1, 2015 through May 31, 2018.

EF:DS:vm
Attachments



233 west amerige avenue
fullerton, california 92832

Phone: 714-526-5124
Fax: 714-526-7194

Caring and Commitment in Action

**AGREEMENT BETWEEN ASSISTANCE LEAGUE® OF FULLERTON
AND
FULLERTON SCHOOL DISTRICT**

1. This agreement is entered into by Assistance League of Fullerton, hereafter referred to as Assistance League, located at 233 W. Amerige, Fullerton, CA 92832, and Fullerton School District, hereafter referred to as school/district, located at 1401 Valencia Dr., Fullerton, CA 92833.
2. Operation School Bell® is a philanthropic program of designed to provide clothing (services).
3. Obligations of chapter
 - A. Assistance League shall furnish clothing to students. Service will be provided to selected students, as needed, during the school year or until designated program funds are exhausted.
 - B. Assistance League shall assume all financial obligations relative to the purchase of the stipulated items. No funds shall be provided to the school or child.
 - C. Financial contributions to this program by Assistance League shall be made only as stipulated in terms of this agreement.
 - D. Assistance League shall maintain adequate liability insurance coverage for this program. Assistance League shall defend, indemnify and hold the school/district harmless against all claims and damages that are the fault of Assistance League.
 - E. Assistance League shall evaluate the program every two years and ask for input from the school/district.
4. Obligations of the school/district
 - A. The school/district shall maintain liability insurance coverage for this program. The school/district shall defend, indemnify and hold Assistance League harmless against all claims and damages that are the fault of the school/district.
 - B. The school/district shall have school principal appoint a contact person to interface with Assistance League.
 - C. School personnel shall screen prospective recipients.
 - D. The school shall make arrangements to transport students to the Operation School Bell facility for outfitting.

Serving the Communities of:
Brea, Buena Park, Fullerton, La Habra, Placentia & Yorba Linda

5. Public relations

- A. Assistance League shall have sole identification with Operation School Bell.
- B. Assistance League shall reserve the right to review and approve all publicity releases, brochures and other written material relative to the program.
- C. Photos and names of recipients shall not be used without written permission of those directly involved.

6. Renewal and termination

This agreement shall be from June 1, 2015 until May 31, 2018

OR

It is the intention of Assistance League to continue this program for an indefinite period of time. However, when either party determines it can no longer abide by the terms of this agreement, it may terminate this program by giving thirty (30) days written notice to the other party. In the case of termination, all assets shall return to the rightful owners as set forth in this agreement and neither party shall have any further obligation thereafter.

7. Signatures and dates

Assistance League of Fullerton

Date: 04/15/15

Date: 04/15/15

Date: 04/15/15

Gail Cates

President

Michelle J. Amodeo

(Recording) Secretary

Mary Ann Strute

Vice President, Philanthropic Programs

School District

Date: _____

Superintendent of Schools



233 west amerige avenue
fullerton, california 92832

Phone: 714-526-5124
Fax: 714-526-7194

Caring and Commitment in Action

**AGREEMENT BETWEEN ASSISTANCE LEAGUE® OF FULLERTON
AND
FULLERTON SCHOOL DISTRICT**

1. This agreement is entered into by Assistance League of Fullerton, hereafter referred to as Assistance League, located at 233 W. Amerige, Fullerton, CA 92832, and Fullerton School District, hereafter referred to as school/district, located at 1401 Valencia Drive, Fullerton, CA 92833.
2. Vision Screening is a philanthropic program of Assistance League designed to provide Vision Screening at no charge to the school/district for contracted arrangements with the Ketchum University.
3. Obligations of chapter
 - A. Assistance League shall schedule the vision screenings in accordance with the availability of the school/district, members of Assistance League, and student clinicians and licensed faculty members of Ketchum University.
 - B. Assistance League vision screening chairman shall be the principal contact with personnel designated by the school/district.
 - C. Assistance League will confer, prior to the screening, with the school principal and/or school nurse to discuss the required physical arrangements and to deliver the necessary vision screening cards and follow-up forms.
 - D. Assistance League will provide personnel to coordinate the screening teams, record findings, compile data, and render reports.
 - E. The extent of the financial obligations by Assistance League to this program shall be restricted to the terms as stipulated in the agreement.
 - F. Assistance League shall provide vision screening sessions in compliance with California Education Code sections CEC 49452 and 49455.
 - G. Assistance League shall observe all laws, policies, and school/district requirements with respect to confidentiality of pupil information.
 - H. Assistance League shall maintain adequate liability insurance coverage for this program. Assistance League shall defend, indemnify and hold the school/district harmless against all claims and damages that are the fault of Assistance League.
 - I. Assistance League shall evaluate the program every two years and ask for input from the school/district.

4. Obligations of the school/district
 - A. The school/district shall assign contact persons for Assistance League vision screening chairman and committee.
 - B. The school/district shall provide the necessary assistance required in the scheduling of the school/district and in the follow-up procedures.
 - C. The school/district shall provide suitable facilities in each school for the vision screening during school hours.
 - D. The school/district shall provide personnel to schedule and conduct the children to and from the vision screening area and to report further examination findings to parents.
 - E. The school/district shall maintain adequate liability insurance coverage for this program. The school/district shall defend, indemnify and hold Assistance League harmless against all claims and damages that are the fault of the school/district.
5. Public relations
 - A. Assistance League and the school/district shall have prominent identification with the program.
 - B. Assistant League shall reserve the right to review and approve all publicity releases, brochures and other written material relative to the program, all of which shall mention Assistance League and the school/district.
 - C. Fullerton School District shall retain the right to review all publicity released by the public relations chairman of Assistance League regarding this program.
 - D. Photos and names of recipients shall not be used without written permission of those directly involved.
6. Renewal and termination

This agreement shall be from September 1, 2015 until May 31, 2018

OR

It is the intention of Assistance League to continue this program for an indefinite period of time. However, when either party determines it can no longer abide by the terms of this agreement, it may terminate this program by giving thirty (30) days written notice to the other party. In the case of termination, all assets shall return to the rightful owners as set forth in this agreement and neither party shall have any further obligation thereafter.

7. Signatures and dates

Assistance League of Fullerton

Date: 04/15/15

Dail Cates
President

Date: 04/15/15

M. Julie J. Amador
(Recording) Secretary

Date: 04/15/15

Mary Ann Smith
VP Philanthropic Programs

_____ School District

Date: _____

Superintendent of Schools



7233 west amerige avenue
fullerton, california 92832

Phone: 714-526-5124
Fax: 714-526-7194

Caring and Commitment in Action

**AGREEMENT BETWEEN ASSISTANCE LEAGUE® OF FULLERTON
AND
FULLERTON SCHOOL DISTRICT**

1. This agreement is entered into by Assistance League of Fullerton, hereafter referred to as Assistance League, located at 233 W. Amerige, Fullerton, CA 92832, and Fullerton School District, hereafter known as school/district, located at 1401 Valencia Drive, Fullerton, CA 92833.
2. Vision Referral Program will provide eye examinations, and if needed, lenses and \$30.00 toward frames for needy students in grades K, 2 and 5 requiring further examination after vision screening. Financial assistance will not be given to those students covered by insurance or Medi-Cal.
3. Obligations of chapter
 - A. Assistance League will ask optometrists and ophthalmologists in the community to provide a free eye examination of the referred needy students.
 - B. Assistance League shall provide, if needed, funds for safety coated lenses and \$30.00 toward frames (parents to carry additional frame expense).
 - C. After receiving names of students needing financial help from school nurse or principal, the school/district will send letter (Exhibit AA-1) written in English, Spanish or other needed language explaining that financial assistance is available. If the parents want assistance they are to return registration form to the school/district within thirty (30) days, (Exhibit AA-2). Self addressed envelope to be enclosed.
 - D. After receiving registration form from parents, via the school/district, Assistance League will give parents the name of the eye doctor where they may get an examination and glasses. (Two months time limit or doctor will be re-assigned). (Exhibit B)
 - E. After receiving the registration form from parents, via the school/district, Assistance League will contact the eye care professional giving the name of student being referred by Assistance League, explaining the two month limit and enclosing a post card to be used to inform Assistance League of action taken.
 - F. Assistance League will inform school nurses as to the status of the students' eye care as needed.

- G. Financial contributions to this program by Assistance League shall be made only as stipulated in terms of this agreement.
 - H. Assistance League shall maintain adequate liability insurance coverage for this program.
 - I. Assistance League shall evaluate the program every two years and ask for input from the school/district.
4. Obligations of the school/district
- A. Within one month of screening, the school/district shall provide to Assistance League the names and registration forms of students whose parents authorize their referral for further examination.
 - B. The school/district shall assume no financial responsibility in connection with this Assistance League Vision Referral Program.
 - C. The school/district shall maintain adequate liability insurance coverage for this program.
5. Public relations
- A. Assistance League shall have sole identification with the vision referral program.
 - B. Assistance League shall have complete control of all publicity releases, brochures and other written material connected with this program.
 - C. Photos and names of recipients shall not be used without written permission of those directly involved.
6. Renewal and termination

This agreement shall be from September 1, 2015 until May 31, 2018

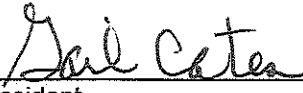
OR

It is the intention of Assistance League to continue this program for an indefinite period of time. However, when either party determines it can no longer abide by the terms of this agreement, it may terminate this program by giving thirty (30) days written notice to the other party. In the case of termination, all assets shall return to the rightful owners as set forth in this agreement and neither party shall have any further obligation thereafter.

7. Signatures and dates

Assistance League of Fullerton

Date: 04/15/15



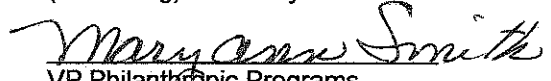
President

Date: 04/15/15



(Recording) Secretary

Date: 04/15/15



VP Philanthropic Programs

_____ School District

Date: _____

Superintendent of Schools

Date: _____

Director, Special Services

CONSENT ITEM

DATE: May 12, 2015
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Emy Flores, Ed.D., Assistant Superintendent, Educational Services
SUBJECT: **APPROVE/RATIFY INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND JENEL K.E. LAO, ED.D., TO PROVIDE PROFESSIONAL GRANT WRITING SERVICES BEGINNING APRIL 27, 2015 AND ENDING ON MAY 29, 2015**

Background: Ms. Lao is currently the Director of Online Programs at the University of California, Irvine, School of Education, and has significant experience in grant writing. Jenel also served as Executive Director of Research & Evaluation at THINK Together and worked closely with multiple district and community leadership partners to lead or co-lead writing for several multi-million dollar state and federal grant competitions (IES/i3/21stCCLC/HQSES Demonstration Grant) including three, high-scoring, multi-agency proposals for the highly competitive Promise Neighborhood Initiative Program modeled after the very successful Harlem Children's Zone.

Rationale: Fullerton School District is applying for the federal IES/i3 grant and is utilizing Ms. Lao's expertise to assist in writing the application.

Funding: Cost is not to exceed \$3,500 to be paid from the Unrestricted General Fund.

Recommendation: Approve/Ratify Independent Contractor Agreement between Fullerton School District and Jenel K.E. Lao, Ed.D., to provide professional grant writing services beginning April 27, 2015 and ending on May 29, 2015.

EF:nm
Attachment

2014-2015 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Jenel K.E. Lao, Ed.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: **Professional grant writing services for the i3 federal grant.**

2. Term. Contractor shall commence providing services under this Agreement on **April 27, 2015**, and will diligently perform as required and complete performance by **June 30, 2015**.

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Thirty Five Hundred Dollars (\$3,500)**. Contractor shall submit a detailed invoice to District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Services for District, except as follows: **N/A.**

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

6. Materials. Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement. Contractor's Services will be performed, findings obtained, reports and

recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession.

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, and ideas prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by, District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

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

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for the Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

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

10. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its Governing Board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property, caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

11. Insurance. The Contractor, at Contractor's sole cost and expense, shall insure Contractor's activities in connection with the Services under this Agreement and shall obtain, keep in force, and maintain insurance as follows:

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

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

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$1,000,000.00 for each occurrence.

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

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

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

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

- (1) Indicate that the District and its Governing Board, officers, and employees have been endorsed as additional insureds under the coverages referred to under a. and b.; and
- (2) Include a provision that the coverages will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the District.

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

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

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code Section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractor's employees to submit to additional criminal background checks at the District's sole and absolute discretion.

13.2 Tuberculosis Testing. Contractor and Contractor's employees, if any, providing Services to students shall provide evidence of appropriate tuberculosis screening prior to the performance of the Services and provide annual certification thereafter. Contractor shall complete and submit to District any required documentation to verify compliance.

14. Permits/Licenses. Contractor shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of the Services pursuant to this Agreement.

15. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which the Services are actually being performed pursuant to this Agreement.

16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

17. Nondiscrimination. Contractor agrees that Contractor will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age or other characteristics protected by federal or state laws of such persons.

18. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

At the date of this Agreement, the addresses of the parties are as follows:

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

CONTRACTOR:
Jenel K.E. Lao, Ed.D.
On File

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

21. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or

provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all parties have signed it.

24. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

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

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

THIS AGREEMENT IS ENTERED INTO THIS 12th DAY OF May 2015.

FULLERTON SCHOOL DISTRICT

By:

Robert Pletka, Ed.D.
Superintendent

Jenel K.E. Lao

(Contractor Name)

By:

Signature

On File

Taxpayer ID Number

CONSENT ITEM

DATE: May 12, 2015

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

FROM: Emy Flores, Ed.D., Assistant Superintendent, Educational Services

PREPARED BY: Paula Pitluk, Principal, Sunset Lane School

SUBJECT: **APPROVE/RATIFY INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND THE GREAT BOOKS FOUNDATION TO PROVIDE A ONE-DAY BLENDED TEACHER TRAINING FOR SUNSET LANE AND ADDITIONAL TEACHERS ON MAY 4, 2015**

Background: The Great Books Foundation is a nonprofit educational organization whose mission is to advance the critical, reflective thinking and social and civic engagement of readers of all ages through Shared Inquiry discussion of works and ideas of enduring value. Shared Inquiry and Great Books selections align with Common CORE and support higher-level reading and thinking across content areas. The training will allow teachers to improve reading comprehension and critical thinking skills, and reach learners through rich literature and discussions.

Rationale: Shared Inquiry transforms teachers and their classrooms. Teachers discover new ways to help students think critically and express themselves. Students improve their reading and thinking, and their enthusiasm for learning grows.

Funding: Total cost is not to exceed \$5,950 and is to be paid from various school sites Unrestricted General funds.

Recommendation: Approve/Ratify Independent Contractor Agreement between Fullerton School District and The Great Books Foundation to provide a one-day blended teacher training for Sunset Lane and additional teachers on May 4, 2015.

EF:PP:nm
Attachment

2014-2015 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **The Great Books Foundation** 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: **Introduction to Shared Inquiry will prepare teachers to lead Great Books programs in the classroom. Their students will discuss and learn from literature in a new way as they:**

- **Read closely and ask questions**
- **Support their opinions with evidence from the text**
- **Engage with classmates during discussions**

2. Term. Contractor shall commence providing services under this Agreement on **May 4, 2015** and will diligently perform as required and complete performance by **May 4, 2015**.

Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **five thousand nine hundred and fifty Dollars (\$5,950)**. Contractor shall submit a detailed invoice to District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Services for District, except as follows: **N/A**.

5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of Contractor's employees as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for

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

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

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, and ideas prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by, District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

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

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for the Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

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

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

10. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its Governing Board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property, caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

11. Insurance. The Contractor, at Contractor's sole cost and expense, shall insure Contractor's activities in connection with the Services under this Agreement and shall obtain, keep in force, and maintain insurance as follows:

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

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

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$1,000,000.00 for each occurrence.

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

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

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

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

- (1) Indicate that the District and its Governing Board, officers, and employees have been endorsed as additional insureds under the coverages referred to under a. and b.; and
- (2) Include a provision that the coverages will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the District.

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

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

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code Section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor

and Contractor's employees to submit to additional criminal background checks at the District's sole and absolute discretion.

13.2 Tuberculosis Testing. Contractor and Contractor's employees, if any, providing Services to students shall provide evidence of appropriate tuberculosis screening prior to the performance of the Services and provide annual certification thereafter. Contractor shall complete and submit to District any required documentation to verify compliance.

14. Permits/Licenses. Contractor shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of the Services pursuant to this Agreement.

15. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which the Services are actually being performed pursuant to this Agreement.

16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

17. Nondiscrimination. Contractor agrees that Contractor will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age or other characteristics protected by federal or state laws of such persons.

18. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

At the date of this Agreement, the addresses of the parties are as follows:

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

CONTRACTOR:
The Great Books Foundation
35 East Wacker Drive
Chicago, IL 60601

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

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

22. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all parties have signed it.

24. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

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

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

THIS AGREEMENT IS ENTERED INTO THIS 12th DAY OF May 2015.

FULLERTON SCHOOL DISTRICT

By:

Robert Pletka, Ed.D.
Superintendent

The Great Books Foundation
(Contractor Name)

By:

Signature

On File
Taxpayer ID Number

CONSENT ITEM

DATE: May 12, 2015

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

FROM: Emy Flores, Ed.D., Assistant Superintendent, Educational Services

PREPARED BY: Deanna Scott, Director, Student Support Services

SUBJECT: **APPROVE 2015-2018 SERVICE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND PARADIGM HEALTHCARE SERVICES FOR MEDI-CAL AND MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA) BILLING CLAIMS EFFECTIVE JULY 1, 2015 THROUGH JUNE 30, 2018**

Background: Paradigm has provided the billing services for the District in filing our Local Education Agency (LEA) Medi-Cal billing claims and documentation required by the Orange County Department of Education, who serves as the Local Education Consortium (LEC) for our Medi-Cal Administrative Activities (MAA) billing. This includes the required Cost and Reimbursement Comparison Schedule (CRCS) provided by Paradigm for the District.

Rationale: This Agreement is for a three-year period for billing services. Paradigm receives a percentage of the District gross reimbursement as payment for services rendered.

Funding: The LEA Billing Services fees for claims submitted by Paradigm will be a percentage of the gross reimbursement amount earned for each Fiscal Year in the areas of LEA, MAA and CRCS services.

Recommendation: Approve 2015-2018 Service Agreement between Fullerton School District and Paradigm Healthcare Services for Medi-Cal and Medi-Cal Administrative Activities (MAA) Billing Claims effective July 1, 2015 through June 30, 2018.

EF:DS:vm
Attachment



SERVICE AGREEMENT

This Service Agreement (“**Agreement**”) is entered into as of the 1st day of July 2015 between Paradigm Healthcare Services, LLC, a California Limited Liability Company (“**Paradigm**”) and Fullerton School District, a Local Education Agency (“**Client**”).

RECITALS

Paradigm is engaged in the business of providing Medicaid direct service and administrative claiming services to local education agencies, local governmental agencies, school districts, County offices of education, and local education consortia within the State of California.

Client desires to retain Paradigm, and Paradigm desires to be retained by Client, to provide the services described in greater detail below.

Accordingly, in consideration of the mutual obligations undertaken herein, THE PARTIES AGREE AS FOLLOWS:

TERMS

1. *Retention.*

Client hereby retains Paradigm and grants it the exclusive right to perform the services described below subject to the terms and conditions set forth in this Agreement.

2. *Term.*

This Agreement shall commence on the date first set forth above and shall continue in full force and effect through June 30, 2018 (“Initial Term”) subject to the termination provisions set forth in Paragraph, “Termination.” Unless either party sends written notice to the other party at least 60 days prior to the end of the Initial Term or any subsequent term, this agreement shall automatically renew for an additional year on each July 1 following the Initial Term, subject to termination provisions herein. The phrase “Term of the Agreement” shall refer to the Initial Term and any subsequent renewal period. The phrase “Fiscal Year” as used in this Agreement shall refer to the period July 1 through June 30. The Agreement will govern activities required to be performed by either party to complete obligations undertaken under this Agreement, regardless whether those activities are to be performed during or after the Term of the Agreement.

3. *Paradigm LEA Billing Services.*

a. Program Implementation Services.

(1) Paradigm will assist Client with all start-up documentation required by the California Department of Health Care Services (“DHCS”) to enroll Client as a Medi-Cal Provider, and establish Paradigm as the Client agent for purposes of submitting reimbursement requests under this Agreement.

(2) Paradigm will work with Client to assess program potential, establish provider and site databases for effective service tracking, and provide implementation training to Client program coordinator(s). This implementation process will be designed to identify areas of reimbursement and to facilitate an effective partnership between the Client and Paradigm.

b. Training and Materials.

(1) Paradigm will provide training to Client's program coordinator(s) and healthcare providers as part of the initial contract implementation and at least annually thereafter. Training will include the following subject areas: DHCS audit requirements for Client's LEA billing program; all necessary information and procedures for submitting Client billing data to Paradigm; and "best practices" to implement and maintain an optimized, audit-ready program.

(2) Paradigm will provide Client personnel with all necessary training materials including a proprietary "Coordinator's Handbook" containing a detailed review of the rules and regulations governing the LEA billing program. At Client's request Paradigm will also make available its proprietary "provider forms" for use in documenting the delivery of healthcare services (available in paper and electronic versions).

c. Claims Preparation and Submission.

(1) **Eligibility.** Upon the commencement of LEA Billing Services under this Agreement and quarterly thereafter during the Term of the Agreement, Paradigm will use its proprietary algorithms and know-how to determine Medi-Cal eligibility and identify Medi-Cal numbers within limits imposed by the DHCS and county governments. Eligibility match information will be retained by Paradigm and will be used solely to provide services hereunder subject to all the confidentiality provisions provided in the Agreement.

(2) **Claims Submittal.** Paradigm will make reasonable efforts to submit each Medi-Cal claim within thirty (30) days of receipt from Client of all information necessary for processing that claim. Paradigm will also make reasonable efforts to bill retroactive claims existing at the commencement of this Agreement so as to minimize revenue lost due to Medi-Cal's one (1) year billing limit.

(3) **Review and Resubmittal.** Paradigm will monitor the submittal and payment process, review denials, suspensions, and holds, as reported by DHCS, and make reasonable efforts to resolve any challenged Client reimbursement claim.

d. Management Reports and Program Analysis. Paradigm will provide Client with periodic management reports using provider, procedure, and/or site parameters. The frequency of such reports will be determined by mutual agreement of Paradigm and Client, but in any event shall occur no less frequently than quarterly.

e. Coordination with Client.

(1) **Information Sharing.** Paradigm will provide Client with information regarding program policy, interpretation of policy, and regulatory updates as applicable. Quarterly "Bulletins" will be provided to Client's coordinator(s) to ensure timely communication about program changes and updates to Paradigm's systems and processes.

(2) **Support.** Paradigm will provide a "Client Care Center" available for the use of Client's program coordinator(s) and accessible via toll-free phone and email. A Paradigm Help Desk will be available to Client program coordinator(s) and participants utilizing Paradigm's web-based software, accessible by toll-free phone during regular business hours and by email.

(3) **Audit and Site Visit Support.** Paradigm will provide Client personnel with training on audit requirements and program compliance. In the event of a program audit or review, Paradigm will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party.

f. **Paradigm Technologies Software.** Paradigm will make available its proprietary web-based software to assist Client in effective management of program participation, including at Client's option, the web-based Paradigm Technologies application. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm's website.

4. *Client's LEA Billing Service Obligations.*

a. **Program Coordinator(s).** Client will make available designated personnel to assist with the implementation of Paradigm's services, and coordinate with Client's individual program participants.

b. **Provider Logs.** Client will maintain complete and accurate provider logs of all healthcare services provided by Client and will return the completed logs to Paradigm at the end of each month.

c. **Student Data.** Upon commencement of the Agreement and quarterly thereafter (October 1st, December 15th, March 15th, and June 15th), Client will provide Paradigm with a computer file in a format specified by Paradigm of all student data reasonably requested by Paradigm in connection with its performance under this agreement from Client's computer systems or from the computer systems of the individual schools Client comprises.

5. *Paradigm CRCS Services.*

Paradigm will prepare the annual Cost and Reimbursement Comparison Schedule ("CRCS") Workbook in accordance with the claim guidelines approved by DHCS, based on information supplied by Client for each fiscal year, in accordance with the terms of the Agreement. Client will have final approval over the CRCS Workbook submission prepared by Paradigm.

6. *Client's CRCS Obligations.*

Client will submit to Paradigm, in a format specified by Paradigm, all elements needed to complete the CRCS Workbook for each provider for whom reimbursement is sought. Documentation will be submitted to Paradigm no later than sixty (60) days after the end of the Fiscal Year for which the CRCS is to be submitted.

7. *Paradigm MAA Billing Services.*

All services described below will be provided in accordance with and to the extent allowed by the California Department of Health Care Services ("DHCS") Medi-Cal Administrative Activities ("MAA") Plan.

a. **MAA Program Consulting Services.**

(1) **Ongoing Consultation.** Paradigm will work with Client to assess program potential, and establish an optimized claim plan, which consists of review and analysis of all program participants and their fiscal eligibility. Ongoing consultation will be designed to identify areas of reimbursement and to facilitate Client's full participation in the MAA program.

(2) **Training.** Paradigm will provide training to Client's program coordinator(s). Training will include the following subject areas: DHCS audit requirements for Client's MAA program; information and procedures for submitting MAA fiscal information to Paradigm; and "best practices" to implement and maintain an optimized, audit-ready program.

(3) **Information Sharing.** Paradigm will provide Client with information regarding program policy, interpretation of policy, and regulatory updates as applicable. Quarterly "Bulletins" will be provided to Client's coordinator(s) to ensure timely communication about program changes and updates to Paradigm's systems and processes.

(4) **Program Compliance Support.** Paradigm will provide Client personnel with training on audit requirements and program compliance, and will perform "compliance reviews" to assist the Client in maintaining audit records. In the event of a program audit or review, Paradigm will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party.

(5) **Supplemental Support.** Paradigm will provide a "Client Care Center" available for the use of Client's program coordinator(s) and accessible by toll-free phone during regular business hours and by email. A Paradigm Help Desk will be available to Client program coordinator(s) and staff utilizing Paradigm's web-based software, accessible by toll-free phone during regular business hours and by email.

(6) **Paradigm Technologies.** Paradigm will make available, as applicable, its proprietary web-based software to assist Client in effective program participation. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm's website.

b. MAA Invoice Preparation & Submission Services.

(1) **Medi-Cal Eligibility.** Paradigm will use its proprietary algorithms and know-how to determine Medi-Cal eligibility and identify Medi-Cal numbers within limits imposed by DHCS and County governments. Eligibility match information will be retained by Paradigm and will be used solely to provide services hereunder subject to all the confidentiality provisions provided in the Agreement.

(2) **Invoice Processing.** Paradigm will assist Client in preparing the fiscal information needed to complete the MAA invoice. Paradigm will compile all required invoice data (including the Time Survey Summary Results) provided by Client and prepare MAA invoices in accordance with the claim guidelines approved by DHCS, based on information supplied by Client for each fiscal quarter during the Term of the Agreement. Client will be afforded a reasonable opportunity to monitor Paradigm efforts, and will have final approval of the MAA invoices prior to submission by Paradigm.

(3) **Direct Charge.** Paradigm will assist Client in the calculation of direct charges, provided that Client supplies Paradigm with the information necessary to make such calculations in accordance with DHCS school-based MAA directives.

(4) **Agency Coordination.** Paradigm will coordinate the submittal of the MAA Operational Plan and MAA invoice to the County or Regional MAA Coordinator and provide information requested by regional, state and federal agencies as related to the MAA Operational Plan and invoices submitted thereunder.

(5) **Management Reports and Program Analysis.** Paradigm will provide Client with periodic management reports for the ongoing analysis of Client's MAA claims. The frequency of such reports will be determined by mutual agreement of Paradigm and Client.

(6) **Paradigm Technologies.** Paradigm will make available, as applicable, its proprietary web-based software to assist Client in effective program participation. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm's website.

8. Client's MAA Obligations.

a. Program Coordinator(s). Client will make available designated personnel to assist with the implementation of Paradigm's services, and coordinate with Client's individual program participants.

b. MAA Operational Plan. Client will provide to Paradigm all pertinent information needed for developing each MAA Operational Plan in a timely manner. Client will designate individuals to serve as Paradigm contacts for the collection of such information.

c. Official RMTS Participant Roster (TSP). On the first day of the fiscal quarter, Client will submit to Paradigm the official RMTS participant roster (referred to as the TSP in the California State RMTS claiming plan).

d. Time Survey Results.

(1) **DHCS Required Time Survey Summary Results.** Client will submit to Paradigm a time survey summary report that indicates the MAA time, as certified by the regional agency, for that quarter based on the RMTS methodology, and that contains all data required for the SMAA invoice by LEA and claiming unit. This report of summarized MAA time shall be submitted to Paradigm no later than sixty (60) days after the end of the quarter for which the invoice is submitted or fifteen (15) days after the report is received by Client from its regional agency, whichever is earlier.

e. Direct Charge Documentation. Client will provide Paradigm with all documentation to support Client's direct charge reimbursements in accordance with DHCS school-based MAA directives. Client will submit direct charge documentation to Paradigm no later than thirty (30) days after the end of the quarter for which it will apply.

f. MAA Invoice Submittal. Client will submit to Paradigm all elements needed to complete the detailed MAA invoice form for the claiming unit that undertook the activities for which reimbursement is sought. Client will submit documentation to Paradigm no later than sixty (60) days after the end of the quarter for which the invoice is to be submitted.

g. Compliance. Client will comply with enabling legislation, regulations, administrative claiming process directives, policies, and program letters of the DHCS, as well as directives from the Lead County or Regional Agency, and with the terms of the approved MAA Operational Plan, which define allowable MAA and processes for appropriate MAA reimbursements.

h. Student Data. Upon commencement of the Agreement and quarterly thereafter (October 1st, December 15th, March 15th, and June 15th), Client will provide Paradigm with a computer file in a format specified by Paradigm of all student data reasonably requested by Paradigm in connection with its performance under this agreement from Client's computer systems or from the computer systems of the individual schools Client comprises.

i. Documentation for Invoice Submittal. Client will cooperate with Paradigm and will provide Paradigm access to all personnel and files reasonably requested by Paradigm to assist Paradigm in its performance of MAA Invoice Preparation and Submission Services hereunder.

j. **Data Processing.** Client will be responsible for the accuracy and appropriateness of all MAA information it provides to Paradigm for the preparation of MAA invoices and for compliance with all applicable laws and regulations regarding preparation of MAA invoices.

9. **Additional Client Obligations.**

In addition to the specific obligations set forth above, Client will take such other reasonable actions as Paradigm may request to facilitate Paradigm's provision of services under this Agreement.

10. **Fees and Payment Terms.**

a. **Fees for LEA Billing Services.** The LEA Billing Services fee for claims submitted by Paradigm or originating during the Term of the Agreement will be equal to a sliding scale percentage of the gross amount paid to Client by DHCS (without including DHCS administrative deductions or holdbacks) ("DHCS Reimbursement") in each Fiscal Year or part of a Fiscal Year in which payment for such claims is paid to Client according to the following schedule:

15% of gross amounts paid to Client, up to \$500,000

12% of gross amounts paid to Client, from \$500,001 to \$1 million

10% of gross amounts paid to Client, above \$1 million

For purposes of computing the DHCS Reimbursement for any Fiscal Year, all payments will be deemed to fall within the Fiscal Year in which payment is received by Client, regardless when the claim originates or is submitted by Paradigm to DHCS for payment. Nothing in this Paragraph shall constitute a limitation or waiver of Paradigm's entitlement to receive fees based on the foregoing schedule even after termination of the Agreement. Paradigm will invoice Client monthly based on payment received by Client from DHCS.

b. **Fees for CRCS Services.** The fee for each Fiscal Year for which CRCS services are rendered will be equal to the lesser of: (i) \$100 per employee or contractor used in the final calculation of "Net Total Personnel Costs" as reported on Worksheets A and B, or (ii) \$8,500. Paradigm will invoice Client for CRCS services on an annual basis.

c. **Fees for MAA Billing Services.**

(1) **MAA Program Consulting Services.** The fee for MAA Program Consulting Services will be \$1,000 per month. Paradigm will invoice Client on a monthly basis during the Term of the Agreement.

(2) **MAA Invoice Preparation & Submission Services.** The fee for MAA Invoice Preparation & Submission Services each fiscal quarter during the Term of the Agreement will be an amount equal to \$45 multiplied by the sum of: (i) the number of time survey participants claimed on Client's MAA Invoice for that fiscal quarter, and (ii) the number of individuals identified as a direct charge in Client's MAA Invoice for that fiscal quarter. Paradigm will invoice Client quarterly based on MAA payments received by Client from DHCS.

(3) Under existing law, the foregoing MAA fee arrangement will allow Client to recover as MAA reimbursable costs fifty percent (50%) of any fees charged by Paradigm. Certain deviations from this fee structure may prevent Client from recovering these fees as allowable administrative expenses under the MAA reimbursement process.

d. Substitution of Alternative Methodology and/or Fee Terms. In the event that any LEA Billing, CRCS, or MAA fee arrangements, or and part thereof are or become inconsistent with applicable state or federal law, regulation, or court order, or that any time survey methodology other than Worker Log or RMTS is approved by DHCS for use by Client in determining the percentage of allowable costs for MAA reimbursement, Paradigm will on thirty (30) days written notice provide substitute fee arrangements and/or substitute time survey services consistent with applicable law regulation or court order. Any such substitute fee arrangements shall not increase the total amount Client would otherwise have been required to pay Paradigm for services under this Agreement.

e. Late Fees. Client will incur a late fee of two percent (2%) per month or any part thereof, or the maximum fee allowed by law, whichever is less, on any invoiced amount unpaid after sixty (60) days. The fees specified herein do not include taxes or similar surcharges, which are the sole responsibility of Client (excluding taxes on Paradigm's gross income).

11. Protection of Confidential Information.

a. Definitions.

(1) "**Client Confidential Information**" shall mean all information in whatever form provided by Client to Paradigm in connection with the services rendered under this Agreement that at the time of first receipt: (i) is clearly marked "confidential" or "proprietary;" (ii) constitutes protected health information, personal information, or student or pupil information, as defined by any federal or state law or regulation, including but not limited to the Family Education Rights Privacy Act (FERPA), 20 U.S.C. §1232g, et al., the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. §1232h, the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. §§6501-6506, and the California Education Code (including §49073.1); (iii) is governed by the terms of a Data Use Agreement (DUA) between Client and DHCS; (iv) is otherwise disclosed under circumstances of confidence; or (v) reasonably should be understood by the receiving party to be confidential. Without limiting the foregoing, Client Confidential Information shall include all Client student healthcare data and other student information, and all Medi-Cal data files received by Paradigm as Client's designated custodian. Confidential Information shall not include any information that is or becomes publicly known through no fault of Paradigm, is already known by Paradigm at the time of disclosure based on information received from a source other than Client, or is rightfully received or independently developed by Paradigm after disclosure.

(2) "**Paradigm Confidential Information**" shall mean all information in whatever form provided by Paradigm to Client in connection with the services rendered under this Agreement that, at the time of first receipt: (i) is clearly marked "confidential" or "proprietary;" (ii) is otherwise disclosed under circumstances of confidence; or (iii) reasonably should be understood by the receiving party to be confidential. Without limiting the foregoing, Paradigm's Confidential Information shall include all business, marketing, technical, financial, customer, supplier, or other information, data entry means, processed claiming data, instructions, management reports, data file specifications, instructional materials, algorithms, software, forms, boilerplate plans, technologies, know-how related to making eligibility determinations, and data and results derived from the foregoing, except to the extent such Confidential Information is set forth in this Agreement, which is a public record.

b. Protection of Confidential Information.

(1) Each party shall use reasonable and appropriate measures to safeguard and keep confidential all Confidential Information of the other party and shall not disclose, use, or copy any Confidential Information except as necessary to perform its obligations hereunder. Such reasonable

and appropriate measures shall be no less than the measures taken by each to protect its own confidential information of a similar nature, but in any event no less than the measures governing protection, maintenance, disclosure, retention and destruction of Confidential Information subject to the terms of any DUA between Client and DHCS and any applicable federal or state law or regulation.

(2) Paradigm represents that all its employees who work with Confidential Information provided by Client under this Agreement: (i) have received regular training in data security procedures and federal and state law and regulations applicable thereto; (ii) have reviewed Paradigm's written data security policies and procedures; and (iii) have signed an agreement to be bound by the confidentiality terms contained in this Agreement.

(3) Each party may disclose Confidential Information of the other party to its responsible employees and independent contractors to the extent permitted by law and provided that such employees and independent contractors: (i) have a need to access such Confidential Information for purposes of fulfilling the party's obligations hereunder; (ii) have been informed of the confidentiality provisions of this Agreement; and (iii) have agreed in writing to be bound by such provisions to the same extent as the parties. Each party shall be responsible for any breach of the confidentiality provisions of this Agreement by its employees and independent contractors.

(4) Paradigm will timely report to Client any misuse or unauthorized disclosure of student information or other Confidential Information in accordance with all applicable federal and state laws and regulations.

c. Ownership and Use of Client Confidential Information. Client Confidential Information provided to Paradigm under this Agreement continues to be the property of, and under the control of, Client, and will not be used for any purpose other than the requirements of this Agreement. Without limiting the foregoing, Paradigm will not use personally identifiable student information for commercial or advertising purposes.

d. Review and Correction. Client represents that it maintains a procedure by which parents, legal guardians, and eligible students can review student records and correct erroneous information; Paradigm does not interact directly with parents, guardians or students, but will cooperate with Client as necessary to allow for the review and correction of student records.

e. Retention of Client's Confidential Information. Paradigm certifies that it will only retain Client's Confidential Information for as long a period as is reasonably necessary to fulfill its obligations under this Agreement, including compliance with DHCS audit requirements, and applicable federal and state laws and regulations. At the end of such compliance period, Paradigm will notify Client and, at Client's direction, will either destroy or return the Client Confidential Information.

f. Lawful Disclosure. This Paragraph shall not be construed as prohibiting either party from disclosing the other's Confidential Information to the extent required by law, regulation, or court order, provided such party notifies the other party promptly after becoming aware of such obligation and permits the other party to seek a protective order or otherwise to challenge or limit such required disclosure within the time permitted by law.

g. Statutory Compliance. The parties acknowledge that, notwithstanding any other provision of this Agreement, Client has taken reasonable and appropriate steps to ensure that Paradigm's current practices with respect to Client Confidential Information comply with FERPA requirements, and Client remains legally responsible for any FERPA violations that may occur in the course of Paradigm's performance of services under this Agreement. The parties also acknowledge that they

have made best efforts to ensure that this Agreement complies with the requirements of California Education Code §49073.1.

h. Continuing Obligations. The obligations contained in this Section, “Protection of Confidential Information,” shall survive for a period of twenty (20) years after the expiration or termination of this Agreement.

12. Accuracy of Information.

a. Client Efforts. Client will make reasonable efforts to insure that the information supplied to Paradigm hereunder shall be true, complete, and accurate in all respects. Client assumes sole responsibility, and Paradigm shall have no liability, for the truth, completeness, and accuracy of all information supplied to Paradigm.

b. Paradigm Efforts.

(1) Paradigm shall make reasonable efforts to verify the completeness and accuracy of information underlying the claims it submits on Client’s behalf. Due to the volume of data being processed from manual data entry forms and the necessity of correlating student records from several databases maintained by Paradigm, it is inevitable that some requests for reimbursement (or categories of requests or patients) will be denied due to incorrect or incomplete supporting data or healthcare insurance information. Paradigm will make reasonable efforts to minimize such denials. Client acknowledges that such denials are normal, and will not constitute a breach of Paradigm’s obligations under this Agreement. Client’s sole and exclusive remedy for any such reimbursement denial is to request that Paradigm re-bill any denied claims. Paradigm will determine in its sole and absolute discretion if such rebilling is reasonable and cost effective. Except as set forth in this paragraph, Paradigm shall not be liable, and Client shall have no remedy, for any reimbursement denial for healthcare or administrative services that are not reimbursable under state or federal law.

(2) Paradigm shall make reasonable efforts to submit all operational plans and claims made thereunder in a timely manner. However, Paradigm shall not be responsible in any way in the event that any operational plan or any claim made thereunder is submitted late or incomplete directly or indirectly because of the failure or delay by Client or its employees, students, agents or independent contractors in making all necessary information available to Paradigm, or any third party’s failure or delay in submitting documentation to the DHCS.

(3) Client acknowledges that Paradigm is not providing Client with legal, medical, or healthcare information or services and that any forms, software, and other materials supplied to Client hereunder are not intended to provide legal, medical, or healthcare advice.

13. Limitation of Liability.

In no event shall Paradigm be liable to Client for any incidental, indirect, consequential, special, or punitive damages arising out of or relating to this Agreement, including without limitation damages for lost reimbursements, lost healthcare services, or lost data, regardless of whether Paradigm has been advised of the possibility of such damages, and regardless of whether the claim for damages sounds in contract, tort, or other form of action. In the event Client elects not to utilize Paradigm’s services to prepare its annual CRCS Workbook, or fails to make available information necessary to timely complete the Workbook, Paradigm will not be liable in any manner for resulting termination of Client from participation in the LEA Billing Option or for any resulting disallowance of Client claims. In no event shall Paradigm’s total liability for damages to Client arising out of or related to this Agreement exceed the net fees paid to Paradigm hereunder during the one (1) year period

preceding the date on which the first claim alleged to give rise to damages occurs, regardless of the number of claims, causes of action, or amount of the alleged losses.

14. Licenses and Permits.

Client represents and warrants that: (a) it has all licenses and permits necessary or appropriate to render the medical services it currently provides to its students, and to be eligible for reimbursement from Medi-Cal; (b) Client will maintain such licenses in full force and effect during the Term of this Agreement; and (c) Client has all necessary authority, including approval by the Board of Education if necessary, to enter into this Agreement and to perform all of its obligations hereunder.

15. Indemnification.

a. Client's Indemnification Obligations. Client shall indemnify and hold harmless Paradigm, its managing members, employees, and agents against and from any and all liabilities, claims, demands, losses, damages, and expenses, including reasonable attorneys' fees and costs (collectively "**Claims**"), to the extent arising from Client's negligence, gross negligence, or intentional misconduct in the course of Client's discharge of its obligations under this Agreement, including without limitation: (i) breach of any provisions of this Agreement by Client; (ii) failure of Client or its health care providers, to provide any service for which reimbursement is sought; (iii) failure of Client or its health care providers to perform health care or related services in accordance with any professional standards applicable thereto; (iv) failure of the Client to provide accurate Confidential Information; or (v) failure of Client or its health care providers to obtain or maintain in good standing any licenses, permits, or registrations required to render the healthcare and related services for which reimbursement is sought. Notwithstanding the foregoing, Client shall not be required to indemnify Paradigm hereunder to the extent that Paradigm is obligated to indemnify Client pursuant to the following paragraph, "Paradigm's Indemnification Obligations."

b. Paradigm's Indemnification Obligations. Paradigm shall indemnify and hold harmless Client, its school board, officers, directors, employees, and agents against and from any and all Claims to the extent such claims arise from Paradigm's negligence, gross negligence, or intentional misconduct in the course of performing services under this Agreement. Notwithstanding the foregoing, Paradigm shall not be required to indemnify Client hereunder to the extent that Client is obligated to indemnify Paradigm pursuant to the preceding paragraph, "Client's Indemnification Obligations."

c. The indemnification rights set forth in this Section, "Indemnification," are conditional on the following: (i) the party seeking indemnification (each an "**Indemnified Party**") shall provide prompt written notice of any Claim as to which indemnification is sought to the party from whom indemnification is sought (the "**Indemnifying Party**"), provided, however, that failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that it is materially prejudiced thereby; (ii) all Indemnified Parties shall reasonably cooperate with the Indemnifying Party in the defense and settlement of the underlying Claim at no cost to the Indemnified Party; and (iii) the Indemnifying Party shall have full and exclusive authority to defend or settle the underlying Claim, provided that the Indemnifying Party shall not enter into any settlement that includes an admission of liability by the Indemnified Party or injunction against any Indemnified Party without the consent of such Indemnified Party, such consent not to be unreasonably withheld or delayed, and provided further that each Indemnified Party shall have the right to participate in such Claim with counsel of its own selection at its own expense.

16. Termination.

a. For Cause. Either party may terminate this Agreement upon written notice to the other party if the other party is in material breach of its obligations under this Agreement and such breach is not cured within thirty (30) days after receipt of written notice of the specific nature of such breach (or, in the case of nonpayment of fees, within fifteen (15) days after receipt of written notice). The non-breaching party shall give its reasonable cooperation and assistance to the breaching party in any efforts made to cure such breach.

b. Without Cause.

(1) **Mutual Agreement.** The parties may terminate this Agreement at any time by written agreement of both parties, effective as of the date specified in such agreement.

(2) **CRCS Termination.** Notwithstanding anything to the contrary in this Agreement, Client may terminate Paradigm's CRCS Services by written notice sent no later than sixty (60) days prior to the end of any Fiscal Year for which the CRCS Services would otherwise be provided under this Agreement.

(3) **MAA Consulting Services Termination.** Notwithstanding anything to the contrary in this Agreement, Client may terminate Paradigm's MAA Consulting Services by written notice sent no later than sixty (60) days prior to the beginning of any Fiscal Year for which the MAA Consulting Services would otherwise be provided under this Agreement.

c. Effect of Termination. Upon the expiration or termination of this Agreement for any reason:

(1) **Payment for Services Completed.** All fees Client owes to Paradigm for services provided prior to expiration or termination shall immediately become due and payable upon receipt of an invoice from Paradigm.

(2) **Payment for Approved LEA Billing Claim Submittals.** Paradigm will prepare and submit to DHCS for reimbursement all Client LEA Billing claims arising from services provided by Client prior to termination or expiration and shall receive payment pursuant to the terms of this Agreement upon approval and payment of such claims or part thereof by DHCS. Such claims for reimbursement shall be documented and submitted to Paradigm for submittal to DHCS within six (6) months after the earlier of expiration or termination of this Agreement.

(3) **Payment for MAA Invoice Preparation and Submission Services.** Paradigm shall prepare and submit to DHCS the MAA invoice for any quarter which has commenced as of the date of termination or expiration and shall receive payment pursuant to the terms of this Agreement upon approval and payment of the invoice or part thereof by DHCS.

(4) **Confidential Information.** Client shall, upon request, return or destroy, at Paradigm's option, all Confidential Information received from Paradigm and shall certify to Paradigm its compliance with this provision.

d. Survival of Terms. All provisions of this Agreement which by their express terms extend beyond expiration or termination of this Agreement or which by their nature so extend shall survive expiration or termination, including but not limited to Paragraphs: "Protection of Confidential Information," "Limitation of Liability," "Indemnification," "Termination," "Paradigm Proprietary Rights," and "Miscellaneous."

17. *Paradigm Proprietary Rights.*

Client acknowledges and agrees that Paradigm retains all right, title, and interest, including without limitation all intellectual property rights, in and to Paradigm's Confidential Information (as defined

above), and all forms, materials, submissions, and software prepared or supplied by Paradigm. Except as and to the extent otherwise provided in this Agreement, neither this Agreement nor Paradigm's performance of services under this Agreement shall give Client any ownership interest in or license to any of Paradigm's intellectual or other property.

18. Miscellaneous.

a. Notice. Any notice required or permitted to be given under this Agreement shall be in writing and may be delivered in person, by overnight courier, or by facsimile if confirmed by first class mail, or sent by certified or registered mail, addressed to the other party at the addresses set forth on the signature page of this Agreement. Notice will be effective as of the date personally delivered, or if by facsimile, when confirmed electronically by the sending facsimile machine, or otherwise when actually received, provided that notice received on holidays, week-ends or nights will be effective at 9:00 a.m. on the next business day.

b. Relationship. It is intended that the relationship of Paradigm to Client shall at all times be that of an independent contractor. Nothing contained in this Agreement is intended or to be construed so as to create any partnership, joint venture, employment, agency, franchise or other representative relationship between the parties. No party hereto, or their respective officers, directors, employees, or agents shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party, or to bind the other party to any contract, agreement, or undertaking with any third party.

c. Governing Law. This Agreement and the rights and obligations of the parties under it shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of California without giving effect to any choice of law principles. Headings are for convenience only.

d. Severability. If any provision of this Agreement is held by a court or arbitrator to be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect, and such court or arbitrator shall be empowered to substitute provisions similar to said provision, or other provisions, so as to provide the parties the benefits intended by said provision, to the fullest extent permitted by applicable law.

e. Arbitration. Any dispute arising in connection with the interpretation or enforcement of this Agreement shall be resolved by compulsory binding arbitration under the auspices of and in accordance with the commercial arbitration rules of JAMS in San Francisco, California before a single arbitrator to be selected by mutual agreement of the parties or, failing such agreement, by JAMS from a list of three arbitrators proposed by each side. The decision of the arbitrator will be final and not appealable. The arbitrator shall interpret and enforce this Agreement in accordance with the laws of the State of California. The arbitrator shall be empowered to award the prevailing party any remedy available in law or equity not specifically precluded by this Agreement, including without limitation injunctive or declaratory relief, and attorneys' fees and costs.

f. Other Remedies. The parties acknowledge and agree that any actual or threatened misappropriation or infringement of intellectual property or breach of the confidentiality provisions of this Agreement will cause irreparable harm for which there is no adequate remedy at law, and accordingly, in addition to any other available remedies, a party may seek to enforce its rights with respect to the protection of confidential information or intellectual property hereunder through injunctive relief in any court of competent jurisdiction. In the event that any party is required to commence an action or arbitration to interpret or enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

g. Force Majeure. Neither party shall be liable for any delay or failure to perform its obligations hereunder (except for any obligation to pay fees) resulting from any cause beyond its reasonable control, including but not limited to acts of God, terrorism, weather, fire, explosions, floods, strikes, work stoppages, slowdowns, industrial disputes, accidents, riots, civil disturbances, or acts of government.

h. Entire Agreement; Amendment. This Agreement, the online Software License Agreement, and Paradigm's Website Policies constitute the entire agreement between Client and Paradigm, superseding all prior and contemporaneous proposals, negotiations, communications and agreements, written or oral concerning the subject matter hereof. The provisions of these agreements shall be construed to give effect to all provisions therein to the greatest extent possible. In the event of any conflict between the agreements, they shall take precedence over one another in the following order, with each agreement listed taking precedence over all listed after it: this Agreement; the online Software License Agreement; and the Website Policies. This Agreement may be amended only by an instrument in writing duly approved and signed by both parties.

i. Assignment. Neither party shall assign or transfer this Agreement without the consent of the other party, which shall not be unreasonably withheld or delayed. Any assignment or transfer in violation hereof shall be null and void.

j. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, assignees, and legal representatives. It creates no rights in any third parties including any individual in connection with which reimbursement is sought by Client.

k. Counterparts. This Agreement may be executed in any number of faxed, scanned, or original counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by duly authorized persons to be effective as set forth herein.

PARADIGM:

PARADIGM HEALTHCARE SERVICES, LLC

By: Constance Laflamme

Print Name: Constance Laflamme

Title: Executive Director

Date: 4/17/2015

Address:

Attn: Constance Laflamme

500 Sansome Street, Suite 500

San Francisco, California 94111

Phone: (415) 616-0920

Fax: (415) 616-0910

CLIENT:

FULLERTON SCHOOL DISTRICT

By: _____

Print Name: _____

Title: _____

Date: _____

Address: _____

Phone: () -

Fax: () -

CONSENT ITEM

DATE: May 12, 2015

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

FROM: Emy Flores, Ed.D., Assistant Superintendent, Educational Services

SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND LISA HIGHFILL TO PROVIDE PROFESSIONAL DEVELOPMENT TRAINING DURING THE WEEK OF JUNE 8-12, 2015**

Background: In the 2014/2015 school year, the California Common Core State Standards will be fully implemented and assessed. Understanding how the standards differ from previous standards and the necessary shifts they call for is essential to implementing the standards well. In the Common Core and Smarter Balanced Assessment Consortium (SBAC) testing, there is a greater emphasis on argument, information, and narrative writing. Two schools, Acacia and Beechwood, have piloted Columbia University's Readers and Writers Workshop (Lucy Calkins), which provides a systematic, research based K-8 writing progressions that are aligned to the Common Core.

Rationale: Lisa Highfill has presented and provided training at CUE (Computer Using Educators), for the past two years, and in several school districts around the state and nation. Her CUE workshops are filled to capacity. She has been trained in the Lucy Calkins Readers and Writers Workshop and uses technology strategies to expand and enrich content in student writing. Ms. Highfill will also provide guidance and expertise in constructing a district writing literacy plan for FSD, with technology enhancement.

Funding: Cost is not to exceed \$4,200 to be paid from the Unrestricted General Fund.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Lisa Highfill to provide professional development training during the week of June 8-12, 2015.

JM:nm
Attachment

2014-2015 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Lisa Highfill** 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 professional development training in student writing and will provide guidance in constructing a District writing literacy plan for FSD with technology enhancement.**

2. Term. Contractor shall commence providing services under this Agreement during **June 8-12, 2015**, and will diligently perform as required and complete performance by **June 12, 2015**.

3. Compensation. District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Four Thousand Two Hundred Dollars (\$4,200)**. **This fee is \$2,100 per day and includes travel, lodging, and food.** Contractor shall submit a detailed invoice to District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Services for District, except as follows: **N/A**.

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

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

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, and ideas prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by, District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

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

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for the Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

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

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

10. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its Governing Board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property, caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

11. Insurance. The Contractor, at Contractor's sole cost and expense, shall insure Contractor's activities in connection with the Services under this Agreement and shall obtain, keep in force, and maintain insurance as follows:

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

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

The policy may not contain an exclusion for coverage of claims arising from claims for sexual

molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$1,000,000.00 for each occurrence.

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

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

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

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

- (1) Indicate that the District and its Governing Board, officers, and employees have been endorsed as additional insureds under the coverages referred to under a. and b.; and
- (2) Include a provision that the coverages will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the District.

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

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

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code Section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor

and Contractor's employees to submit to additional criminal background checks at the District's sole and absolute discretion.

13.2 Tuberculosis Testing. Contractor and Contractor's employees, if any, providing Services to students shall provide evidence of appropriate tuberculosis screening prior to the performance of the Services and provide annual certification thereafter. Contractor shall complete and submit to District any required documentation to verify compliance.

14. Permits/Licenses. Contractor shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of the Services pursuant to this Agreement.

15. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which the Services are actually being performed pursuant to this Agreement.

16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

17. Nondiscrimination. Contractor agrees that Contractor will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age or other characteristics protected by federal or state laws of such persons.

18. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

At the date of this Agreement, the addresses of the parties are as follows:

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

CONTRACTOR:
Lisa Highfill
Address on File

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

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

22. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all parties have signed it.

24. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

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

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

THIS AGREEMENT IS ENTERED INTO THIS 12th DAY OF May 2015.

FULLERTON SCHOOL DISTRICT

By:

Robert Pletka, Ed.D.
Superintendent

Lisa Highfill
(Contractor Name)

By:

Signature

On File
Taxpayer ID Number

CONSENT ITEM

DATE: May 12, 2015

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

FROM: Emy Flores, Ed.D., Assistant Superintendent, Educational Services

PREPARED BY: Randa Schmalfeld, Principal, Ladera Vista Junior High School

SUBJECT: **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ARGUMENTATION AND COMMUNICATION LEADERSHIP ACADEMY (ACLA) FOR COACHING AND SUPPORT FOR THE 2014/2015 SCHOOL YEAR AT LADERA VISTA JUNIOR HIGH SCHOOL**

Background: Ladera Vista Junior High School has formed a Speech and Debate Team and is seeking the expertise of the Argumentation and Communication Leadership Academy (ACLA). The academy will provide coaching and support in preparation and coaching for upcoming Speech and Debate Tournaments. This expertise is beyond the capacity of current District employees. Therefore, it is recommended the District contract with ACLA to provide these services on an as-needed basis for the fiscal year. The school anticipates that this will be an ongoing program offered as a compliment to the current Speech and Debate Programs at Maple School and Fullerton Union High School.

Rationale: When District employees are unable to provide necessary services, the District enters into an independent contractor agreement with individuals who will provide specialized services and who are specially trained, experienced and competent to perform the required services.

Funding: Services will be utilized on an as-needed basis. The cost is an hourly rate of \$35.00 per hour, plus tournament registration fees, not to exceed \$1,350, to be paid from the school site Unrestricted Fund.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Argumentation and Communication Leadership Academy (ACLA) for coaching and support for the 2014/2015 school year at Ladera Vista Junior High School.

EF:RS
Attachment

2014-2015 INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fullerton School District, hereinafter referred to as "District," and **Argumentation and Communication Leadership Academy aka ACLA** 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: **Speech and Debate team management.**
2. Term. Contractor shall commence providing Services under this Agreement on **May 13, 2015**, and will diligently perform as required and complete performance by **May 25, 2015**.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **One thousand three hundred and fifty Dollars (\$1,350)**. **Services will be utilized on an as-needed basis. The cost is an hourly rate of \$35.00 per hour, plus tournament registration fees, not to exceed \$1,350.** Contractor shall submit a detailed invoice to District. Payment for Services will only be made if Services have been satisfactorily rendered under the terms of this Agreement.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing the Services for District, except as follows **N/A**.
5. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of Contractor's employees as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
6. Materials. Contractor shall furnish, at Contractor's own expense, all labor,

materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession.

7. Originality of Services/Intellectual Property. Contractor agrees that all technologies, formulae, procedures, processes, methods, and ideas prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by, District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

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

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for the Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies

available to District. Written notice by District shall be deemed given when received by the other party, or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its Governing Board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property, caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

11. Insurance. The Contractor, at Contractor's sole cost and expense, shall insure Contractor's activities in connection with the Services under this Agreement and shall obtain, keep in force, and maintain insurance as follows:

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

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

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$1,000,000.00 for each occurrence.

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

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

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

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

- (1) Indicate that the District and its Governing Board, officers, and employees have been endorsed as additional insureds under the coverages referred to under a. and b.; and
- (2) Include a provision that the coverages will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the District.

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

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

13.1 Fingerprinting. Contractor shall comply with the requirements of California Education Code Section 45125.1, and shall provide to District all criminal background clearance(s) through fingerprints for Contractor (and all Contractor employees, if any) as required by the District. The District may require the Contractor and Contractor's employees to submit to additional criminal background checks at the District's sole and absolute discretion.

13.2 Tuberculosis Testing. Contractor and Contractor's employees, if any, providing Services to students shall provide evidence of appropriate tuberculosis

screening prior to the performance of the Services and provide annual certification thereafter. Contractor shall complete and submit to District any required documentation to verify compliance.

14. Permits/Licenses. Contractor shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of the Services pursuant to this Agreement.

15. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which the Services are actually being performed pursuant to this Agreement.

16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

17. Nondiscrimination. Contractor agrees that Contractor will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age or other characteristics protected by federal or state laws of such persons.

18. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

At the date of this Agreement, the addresses of the parties are as follows:

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

CONTRACTOR:
ACLA
On File

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions

will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

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

22. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until all parties have signed it.

24. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

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

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

THIS AGREEMENT IS ENTERED INTO THIS 12th DAY OF May 2015.

FULLERTON SCHOOL DISTRICT

ACLA
(Contractor Name)

By:

By:

Robert Pletka, Ed.D.
Superintendent

Signature

Willie Washington III
Executive Director
Willie Washington III
(Typed Name, Title)

On File
Taxpayer ID Number

CONSENT ITEM

DATE: May 12, 2015

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

FROM: Emy Flores, Ed.D., Assistant Superintendent, Educational Services

PREPARED BY: Deanna Scott, Director, Student Support Services

SUBJECT: **APPROVE/RATIFY NONPUBLIC SCHOOL (NPS) AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND SPEECH AND LANGUAGE DEVELOPMENT CENTER (SLDC) EFFECTIVE APRIL 13, 2015 THROUGH JUNE 30, 2015**

Background: Nonpublic schools (NPS) serve those students who are unable to receive a Free and Appropriate Public Education (FAPE) within programs offered in the District, due to the severity of the disability or the fact that the student is a danger to self and others.

The rates for Speech and Language Development Center are as follows:

Basic Education Program/Dual Enrollment	\$140.00/Day
Speech and Language Therapy	\$ 83.00/Hour
AAC Consult	\$ 83.00/Hour
Adapted Physical Education	\$ 83.00/Hour
Occupational Therapy	\$ 83.00/Hour
Physical Therapy	\$ 83.00/Hour
Counseling	\$ 83.00/Hour
Social Skills	\$ 83.00/Hour
Behavior Intervention	\$ 83.00/Hour
Audiology Services	\$ 75.00/Hour
1:1 Aide	\$ 16.00/Hour
Transportation – Buena Park and cities with common boundary	\$ 34.00/Day
Transportation – Cities without common boundary to Buena Park	\$ 40.50/Day

Contract is available for review from the Superintendent's Office.

Rationale: Nonpublic schools are utilized when all other educational placements for the student have been implemented.

Funding: Total cost of contract is not to exceed \$20,000 and is to be paid from the Unrestricted General Fund.

Recommendation: Approve/Ratify Nonpublic School (NPS) Agreement between Fullerton School District and Speech and Language Development Center (SLDC) effective April 13, 2015 through June 30, 2015.

EF:DS:vh

CONSENT ITEM

DATE: May 12, 2015

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

FROM: Susan Hume, Assistant Superintendent, Business Services

PREPARED BY: Robert Macauley, Director, Maintenance/Operations & Facilities

SUBJECT: **APPROVE/RATIFY AGREEMENT WITH SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC., FOR PROPOSITION 39 INVESTMENT GRADE AUDIT PURSUANT TO REQUEST FOR PROPOSAL NO. FSD-14-15-GFR-01**

Background: Fullerton School District serves approximately 13,700 students in pre-K through 8th grades in 20 schools. The District has received Proposition 39 planning funds for the development and design of its energy expenditure plan (including screening and energy audits), and expects to receive approximately \$733,000 per year afterward for five years to complete energy-savings projects at existing facilities in accordance with potential funding and guidelines from Proposition 39. The District is seeking to engage a qualified firm to perform all the necessary steps to develop and submit a Proposition 39 Energy Expenditure Plan which will meet all State requirements and result in the District's receiving its apportioned funding for the next five years.

A Request for Proposal (RFP) was advertised in the Orange County Reporter on November 5, 2014, and November 12, 2014. Proposals were due on December 12, 2014, and six proposals were received on that date. The proposal submitted by Schneider Electric Buildings Americas, Inc., was determined by District staff to be the best solution for the District.

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

Rationale: This agreement with Schneider Electric Buildings Americas, Inc., is to complete an Investment Grade Audit to determine the scope of work, guaranteed savings amount, energy conservation measures, and project price for a comprehensive improvement program.

Funding: Contract price is based upon .06 cents per square foot of District buildings that will be audited (potential of 1,182,204 sq. ft.). The estimated cost is \$75,000. Funding will be from the General Fund (Proposition 39 California Clean Energy Jobs Act).

Recommendation: Approve/Ratify agreement with Schneider Electric Buildings Americas, Inc., for Proposition 39 Investment Grade Audit pursuant to Request for Proposal No. FSD-14-15-GFR-01.

SH:RM:mm

DISCUSSION/ACTION ITEM

DATE: May 12, 2015
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Craig C. Bertsch, Ed.D., Assistant Superintendent, Personnel Services
SUBJECT: APPROVE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION'S (CSEA), CHAPTER 130, PROPOSAL TO NEGOTIATE WITH FULLERTON SCHOOL DISTRICT FOR THE 2015-2018 SUCCESSOR AGREEMENT

Background: California School Employees Association, Chapter 130, has an interest in negotiating a Successor Agreement to the current bargaining agreement whose effective date will expire on June 30, 2015. The proposal was shared as a First Read during the April 14, 2015 Board of Trustees 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 California School Employees Association's (CSEA), Chapter 130, proposal to negotiate with Fullerton School District for the 2015-2018 successor agreement.

CCB:nm
Attachment

Initial Proposal

California School Employees Association and its Fullerton Elementary Chapter #130

to the

Fullerton School District

For the 2015-18 Successor Agreement

Article 5 – Hours and Overtime

CSEA has an interest in addressing workload issues and clarifying and improving language.

CSEA has an interest in adding language so that extra hours are distributed by seniority at the site.

Article 6 – Pay and Allowances

CSEA has an interest in a fair and equitable salary schedule increase.

Article 8 – Health Insurance

CSEA has an interest in a fair and equitable increase to the District's health insurance cap.

CSEA has interest in establishing a dental incentive plan option for all eligible classified employees.

CSEA has an interest in increasing vision plan benefits.

CSEA has an interest in modifying retiree benefits.

CSEA has an interest in clarifying language and updating outdated terms.

Article 12 – Leaves

CSEA has an interest in adding a catastrophic leave provision.

Article 17 – Safety

CSEA has an interest in improving the safety committee's procedures and broadening its scope.

CSEA has an interest in proposing language to ensure a safe working environment for all classified employees.

Article 21 – Negotiations Procedures

CSEA has an interest in updating language to align with current calendar.

Article 22 – Reopeners

CSEA has an interest in updating the dates and increasing the number of additional articles.

Article 24 – Discipline

CSEA has an interest in adding language to include the disciplinary procedures that are currently contained in the personnel commission rules and regulations.

Article 27 – Duration

CSEA has an interest in updating the dates.

CSEA and its Chapter #130 reserves the right to add, delete, or modify these proposals as determined through the negotiation process.

DISCUSSION/ACTION ITEM

DATE: May 12, 2015
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Craig C. Bertsch, Assistant Superintendent, Personnel Services
SUBJECT: APPROVE FIFTH AMENDMENT TO THE SUPERINTENDENT'S CONTRACT OF JUNE 23, 2012

Background: Each year the Superintendent is evaluated by the Board based on Board of Trustees Annual Goals. As part of the evaluation, the Board determines any adjustments to the original Contract. The Board has met to evaluate the Superintendent and determined that the term of contract is extended by one (1) year from July 1, 2016 to June 30, 2017. The Board has further determined that the Superintendent is entitled to a five percent (5%) merit pay stipend based on outstanding service as determined by the Board pursuant to Section II of the Superintendent's Contract as amended. The amount of the five percent (5%) of the base salary merit pay stipend shall be paid at the end of the next payroll period immediately following Board approval of the stipend.

Pursuant to Title 5, California Code of Regulations, Section 27401(a)(1)(F), the merit pay stipend constitutes creditable compensation for the purposes of CalSTRS. The merit pay constitutes remuneration in addition to salary paid in cash in accordance with a publicly available written contractual agreement for the performance of no additional service, for the achievement of a performance benchmark, and payable in the same percentage of salary to the single person classification of Superintendent.

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

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

Funding: General Fund.

Recommendation: Approve Fifth Amendment to the Superintendent's contract of June 23, 2012.

CCB:nm

ADMINISTRATIVE REPORT

DATE: May 12, 2015

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

FROM: Emy Flores, Ed.D., Assistant Superintendent, Educational Services

PREPARED BY: Susan Albano, Director, Educational Services

SUBJECT: Local Control Accountability Plan (LCAP) and Annual Update

Background: The Local Control Funding Formula (LCFF) requires school district stakeholders to develop a funding accountability plan called the Local Control and Accountability Plan (LCAP) and Annual Update. The LCAP must identify goals and process indicators (metrics) for all pupils, each subgroup of pupils, each state priority and any local priorities. Actions and services to meet the identified goals and "needs" must be described. A process for engagement of district stakeholders must be provided. Review and Comment must be elicited from district and site organizations and staff, to better align school-site and district-level goals and actions. LCAP priorities must be presented in a public meeting of the governing board. The LCAP and LCFF 3-year plan shall be approved and adopted by July 1, 2015 and updated, annually.

Rationale: The final draft of the Fullerton School District (FSD) LCAP and Annual Update will be presented for Board and public review. The LCAP Stakeholders Advisory Committee members shall report on the LCAP required components: 1) FSD Board of Trustee's Annual Goals & State Priorities, 2) Stakeholder Engagement, 3) Goals & Progress Indicators, 4) Actions, Services, and Expenditures, and 5) Annual Update.

Funding: Not applicable.

Recommendation: Not applicable.

EF:SA:lc

ADMINISTRATIVE REPORT

DATE: May 12, 2015
TO: Robert Pletka, Ed.D., District Superintendent
FROM: Emy Flores, Ed.D., Assistant Superintendent, Educational Services
PREPARED BY: Deanna Scott, Director, Student Support Services
SUBJECT: FIRST READING OF REVISED BOARD POLICY

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

Upon review of current board policies, the following board policy needs to be revised to reflect current laws and practice:

Revised:
Students
BP 5141.33, Head Lice/Pediculosis: No Lice Policy

The purpose of this Administrative Report will be to afford Board members the opportunity to review this board policy, ask questions, receive clarification and propose revisions prior to approval of this policy at the June 9, 2015 Board of Trustees Meeting.

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

Funding: Not applicable.

Recommendation: Not applicable.

EF:nm
Attachment

Fullerton School District
Board Policy
Head Lice/Pediculosis: No Lice Policy

BP 5141.33

Students

Board Adopted: June 10, 2005

Board Revised:

~~To prevent the spread of head lice infestations, school employees shall report all suspected cases of head lice to the school nurse or designee as soon as possible. The nurse or designee shall examine the student and any siblings of affected students or members of the same household. If nits or lice are found, the student shall be excluded from attendance and parents/guardians informed about recommended treatment procedures and sources of further information.~~

~~The Superintendent or designee shall send home the notification required by law for excluded students.~~

~~If there are two or more students affected in any class, all students in the class shall be examined, and information about head lice shall be sent home to all parents/guardians of those students.~~

~~Staff shall maintain the privacy of students identified as having head lice and excluded from attendance.~~

~~Excluded students may return to school when (1) they bring a note from the parent/guardian verifying treatment, and (2) re-examination by the nurse or designee shows that all nits and lice have been removed.~~

The Governing Board recognizes that head lice infestations among students require treatment but do not pose a risk of transmitting disease. The Superintendent or designee shall encourage early detection and treatment in a manner that minimizes disruption to the educational program, maintains confidentiality, and reduces student absences.

The Superintendent or designee may distribute information to parents/guardians of all Fullerton School District students regarding screening, symptoms, accurate diagnosis, and proper treatment of head lice infestations. The Superintendent or designee also may provide related information to school staff.

School employees shall report all suspected cases of head lice to the school nurse or designee as soon as possible. The school nurse or designee shall examine the student.

If a student is found with active adult head lice, he/she will be excluded from school. The parent/guardian of any such student shall be given information about the treatment of head lice and encouraged to begin treatment of the student immediately and to check all members of the family. The parent/guardian shall also be informed that the student shall be checked upon return to school the next day and allowed to remain in school if no active adult head lice are detected.

Upon the student's return to school, the school nurse or designee shall check the student for active adult head lice. If it is determined that the student remains infected with active adult head lice, the student will be sent home for continued treatment. As needed, the school nurse or designee may provide additional resources and/or referral to the local health department, health care providers, or other agencies.

If a student is found consistently infested with head lice, he/she may be referred to a multidisciplinary team, which may consist of the school nurse, representatives from the local health department and social services, and other appropriate individuals, to determine the best approach for identifying and resolving problems contributing to the student's head lice infestations.

Staff shall maintain the privacy of students identified as having head lice.

Legal Reference:

EDUCATION CODE

48320-48325

School attendance review boards

49451

Physical examinations: parent's refusal to consent

Management Resources:

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH PUBLICATIONS

Guidelines on Head Lice Prevention and Control for School Districts and Child Care Facilities,
rev. March 2012

A Parent's Guide to Head Lice, 2008

CALIFORNIA SCHOOL NURSES ORGANIZATION

Pediculosis Management, Position Statement, rev 2011

WEB SITES

American Academy of Pediatrics: <http://www.aap.org>

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

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

Centers for Disease Control and Prevention, Parasitic Disease Information, Head Lice:
<http://cdc.gov/parasites/lice/head>

CSBA Revisions
(7/99 7/06) 7/12