

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

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

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

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

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

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

FULLERTON SCHOOL DISTRICT  
Minutes of the Regular Meeting of the Board of Trustees  
Tuesday, June 24, 2014  
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

President Meyer called a Regular meeting of the Fullerton School District Board of Trustees to order at 5:30 p.m. and Neil Ferone, Assistant Director of Maintenance and Operations, led the pledge of allegiance to the flag.

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

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

Public Comments

There were no public comments at this time.

Recess to Closed Session – Agenda

At 5:31 p.m., the Board recessed to Closed Session for: •Public Employee Discipline, Dismissal, Release, and Personnel Matters [Government Code sections 54954.5(d), 54957]; •Potential Litigation [Government Code section 54956.9(b)(1); Doe v. Fullerton School District. Claim for Damages.

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

The Board returned to Open Session at 6:02 p.m. and Lauralyn Eschner, Director of Educational Services, led the pledge of allegiance. There was no report from Closed Session.

President Meyer introduced the following new hires and promotions for management personnel: Julie Brandon (promotion to Principal, Fern Drive Elementary), Erlinda Soltero-Ruiz (Principal, Orangethorpe School), Kathleen Ecaleras-Murillo (Assistant Principal, Valencia Park School), Jaime Hopton (Assistant Principal, Parks Jr. High School), Shannon Ambuehl (Program Specialist, Student Support Services.), Kaleo Igarta (Program Specialist, Student Support Services), Lauralyn Eschner (promotion to Director of Educational Services), Neil Ferone (promotion to Assistant Director of Maintenance and Operations), and Tracey Zoleta (Supervisor Nutrition Services). *Shannon Ambuehl was unable to attend the Board meeting.* The aforementioned personnel introduced their family or colleagues that were present at the Board meeting.

The Board recessed at 6:14 p.m. to hold a reception for the new hires and promotions for management personnel. The Board returned to Open Session at 6:42 p.m., and Janet Morey, Assistant Superintendent of Educational Services, led the pledge of allegiance.

Public Comments

Diane Hickey, shared her concerns regarding the wireless classrooms and the health of the children and teachers of the Fullerton School District. She referenced an article by a Director from UC Berkeley. *Original speech notes were provided by the speaker. Contact the Superintendent's Office if you would like to view the materials provided by the speaker.*

Joe Imbriano, community member, expressed his concerns regarding exposure caused by wireless devices in the classrooms. He referenced the website *fullertoninformer.com* for further information.

Superintendent's Report

Dr. Pletka reflected it was a very successful 2013/2014 school year with many exciting things happening. He shared the District has received customer service survey results that were conducted and results will be disseminated to staff and the community. Dr. Pletka shared the District's goal is to have a 90% good and excellent satisfaction rate. Dr. Pletka also reported whole class engagement is being measured as well and the current whole class engagement average for the District is approximately 89%. A District goal is to continue improving customer service and whole class student engagement.

Information from the Board of Trustees

Trustee Thompson– no report.

Trustee Thornley- She welcomed the new hires and promotions that were introduced at the Board meeting. She shared the District is in a great place and wished everyone a great summer vacation.

Trustee Sugarman- She, too congratulated the new hires and promotions. She mentioned the economy is doing better and with it brings exciting opportunities. She stated the Fullerton Education and Technology Foundations is hosting a soufflé fundraiser on June 26 at the Cellar Restaurant. Trustee Sugarman reported she attended the iPersonalized training on June 20; she stated this type of new teaching will engage students to a great new level. She was very impressed with this new level of instruction.

Trustee Berryman- She stated she was unable to attend the iPersonalized training but had a great conversation with Dr. Pletka regarding this fabulous way of teaching. She shared it is a wonderful time to be a student. Trustee Berryman thanked the staff for stepping up to the plate to move a vision set forward by Dr. Pletka.

Trustee Thompson- He stated his satisfaction with the high speed wireless internet connectivity.

President Meyer- She shared it is an exciting time to be a student and a teacher. President Meyer shared staff is excited about innovating staff development. She attended the California Distinguished School reception for Hermosa and Beechwood Schools on May 11. She reported the Board will have a special board meeting on June 25 to conduct the Superintendent's evaluation.

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

PTA Council – no report.

FETA – no report

CSEA– no report

FESMA – no report.

#### Information Items

The District Activities Calendar is available at the following URL:

<http://www.fullertonsd.org/district/calendar/>

#### Approve Minutes

Moved by Beverly Berryman, seconded by Lynn Thornley and carried 5-0 to approve the minutes of the Regular meetings on May 13, 2014 and June 10, 2014.

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

##### Consent Items

Moved by Hilda Sugarman, seconded by Lynn Thornley and carried 5-0 to approve the consent items including revised consent items #1a (to include approving Kaleo Igarta as a Program Specialist I/Student Support Services) and #1p (to revise the District received approximately \$180,000 a year under the Federal Communications Commission) and pulling consent items #1g and #1m. The Board commented on #1b.

Regarding consent item #1g, Trustee Thompson disagrees with approving several of the organizational memberships on the list. It was clarified that the District pays an annual organizational membership fee for the Fullerton Collaborative. It was then moved by Lynn Thornley, seconded by Hilda Sugarman and carried 4-1 (Trustee Thompson opposed) to approve organizational memberships for 2014/2015.

Regarding consent item #1m, Trustee Thompson shared his concerns with sending too many staff members to attend the out-of-state conference for the Opal School Visitation in Portland, Oregon. Dr. Pletka shared the District in the future will be training staff within the District but the District is not ready at this time. Trustee Berryman shared she valued the training she received during her recent visit to Portland for the Opal School visit. Janet Morey added the training received in Portland has been very valuable as the District implemented its Transitional Kindergarten program. It was then moved by Lynn Thornley and carried 3-1-1 (Trustee Thompson opposed and Trustee Sugarman abstained) to approve attendees for out-of-state conference for Opal School Visitation on November 5-7, 2014 in Portland, Oregon.

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 H22C0174, H22D1026 through H22D1028, H22M0238 through H22M0258, H22R0973 through H22R0996, H22S0017, H22V0169 through H22V0171, H22X0409 through H22X0410, and H22Y0063 for the 2013/2014 fiscal year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 161005 through 161010 for the 2013/2014 school year.

1e. Approve/Ratify warrants numbered 93278 through 93435 for the 2013/2014 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 10347 through 10397 for the 2013/2014 school year.

1g. Approve organizational memberships for 2014/2015.

1h. Approve unpaid fieldwork agreement for Marriage & Family Therapist trainees between Chapman University and Fullerton School District to commence August 1, 2014 through August 1, 2016.

1i. Approve/Ratify Agreement with The Liquidation Company to provide professional auction services to the Fullerton School District for the disposal of surplus items for the period of July 1, 2014 through June 30, 2015.

1j. Approve purchase of school furnishings, office furnishings, and accessories from various vendors identified in Attachment A by piggybacking off of the Glendale School District Bid Award No. P-16 09/10.

1k. Approve purchase of classroom furniture from School Specialty, Inc., by piggybacking off of the Mt. Diablo Unified School District Bid Award No. 1670

1l. Approve rejection of Claim Number 14-15122 DD.

1m. Approve attendees for out-of-state conference for Opal School Visitation on November 5-7, 2014, in Portland, Oregon.

1n. Approve submission to the California Department of Education of the Spring Consolidated Application for Funding Categorical Aid Programs for the 2014/2015 school year.

1o. Approve Science Kit Agreement between Fullerton School District and Science Works Consortium commencing July 1, 2014 and terminating June 30, 2015.

1p. Approve contract for E-Rate compliance services with CSM Consulting, Inc., effective July 1, 2014 through June 30, 2016.

1q. Approve Marlon Barcelona to attend out-of-state "Science Olympiad Summer Institute" in Phoenix, Arizona, on July 14-18, 2014.

1r. Approve four Laguna Road teachers to attend out-of-state conference in Las Vegas, NV, July 9-10, 2014.

1s. Approve retainer agreement for legal services with Lozano Smith Attorneys at Law effective July 1, 2014 through June 30, 2015.

1t. Approve 2014/2015 Independent Contractor Agreements with Allied Interpreting Service, Inc., Dayle McIntosh Center For The Disabled, Deborah Neuhoff, Assistive Technology Consultant, M.A., Sp.Ed., ATACP, ATAC-HI, Robert Goode Patterson, Psy.D, Patricia Polcyn, OTR/L, and Sylvia Witt, M.S., Ed, M.S. CCC-SLP, LSLC Cert. AVT.

1u. Approve 2014/2015 Nonpublic School (NPS) Master Contracts with Approach Learning and Assessment Centers, Inc., D.B.A. Olive Crest Academy, Blind Children's Learning Center, Intermountain Deaconess Children's Services, and Spectrum Center: Rossier Park Elementary & Rossier Park High School

1v. Approve/Ratify Classified Personnel Report.

Discussion Items:



2a. Adopt Resolution #13/14-19 regarding the Education Protection Account.

It was moved by Chris Thompson, seconded by Hilda Sugarman and carried 5-0 to adopt Resolution #13/14-19 regarding the Education Protection Account.

2b. Adopt the 2014/2015 Budget—All Funds.

Susan Hume, Assistant Superintendent of Business Services, reported State has passed the budget and State Governor Jerry Brown has signed the budget. The State budget update includes an increase in LCFF percent and mandated cost monies. The District's budget will be updated to reflect the new revenues and STRS cost. It was then moved by Lynn Thornley, seconded by Beverly Berryman and carried 5-0 to adopt the 2014/2015 Budget—All Funds.

2c. Approve Tentative Agreement between California School Employees Association (CSEA) Chapter #130 and Fullerton School District for 2014/2015.

Mark Douglas, Assistant Superintendent of Personnel Services, announced CSEA Chapter #130 ratified the tentative agreement. It was then moved by Hilda Sugarman, seconded by Lynn Thornley and carried 5-0 to approve Tentative Agreement between California School Employees Association (CSEA) Chapter #130 and Fullerton School District for 2014/2015.

2d. Adopt proposed Local Control and Accountability Plan (LCAP) for three school years 2014/2015, 2015/2016, 2016/2017.

Janet Morey reported the LCAP plan is for 3 years but the law requires LCAP to be reviewed on an annual basis. It was then moved by Hilda Sugarman, seconded by Beverly Berryman, and carried 5-0 to adopt proposed Local Control and Accountability Plan (LCAP) for three school years 2014/2015, 2015/2016, 2016/2017.

2e. Award Contract for 2014 Paving Repairs at Various Schools, FSD-14-15-DM-01.

Susan Hume announced the District opened bids for the 2014 Paving Repairs at Various Schools and Century Paving was awarded the award contract in the amount of \$111,000. It was then moved by Chris Thompson, seconded by Beverly Berryman and carried 5-0 to award Contract for 2014 Paving Repairs at Various Schools, FSD-14-15-DM-01 to Century Paving in the amount of \$111,000.

Administrative Reports:

3a. Sunshine Fullerton School District's 2014/2015 proposal to negotiate with California School Employees Association (CSEA), Chapter 130.

Mark Douglas announced this is the District's proposal to negotiate with CSEA Chapter 130.

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

New:  
Personnel  
BP 4161 Leaves

Revised:  
Community Relations  
BP 1312.3 Uniform Complaint Procedures

Mark Douglas announced this is the first reading of BP 4161 and BP 1312.3. The law has required changes to BP 1312.3 Uniform Complaint Procedures. The Board will be asked to take final approval on the above mentioned board policies at the July 29, 2014 Board meeting.

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

No requests.

Adjournment

President Meyer adjourned the Regular meeting on June 24, 2014 at 7:30 p.m.

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Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT  
Special Meeting of the Board of Trustees  
Wednesday, June 25, 2014  
5:30 p.m. Closed Session  
District Administration Offices Board Room  
1401 W. Valencia Drive, Fullerton, California

Minutes

Call to Order

President Meyer called a Special meeting of the Fullerton School District Board of Trustees to order at 5:35 p.m.

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

Administration present: Dr. Robert Pletka

Guest Present: Dr. Gloria Johnston, Achievement Equity, Inc.

Closed Session

The Board recessed into Closed Session at 5:36 p.m. to discuss:

- Superintendent Evaluation, Board Representative Janny Meyer [Government Code section 54957.6].

The Board took a recess at 7:15 p.m. and resumed Closed Session at 7:20 p.m.

Adjournment

President Meyer adjourned the Special meeting on June 25, 2014 at 8:40 p.m.

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Clerk/Secretary, Board of Trustees

FULLERTON SCHOOL DISTRICT  
Agenda for Regular Meeting of the Board of Trustees  
Tuesday, July 29, 2014  
5:30 p.m. Closed Session, 6:00 p.m. Open Session  
District Administration Offices Board Room, 1401 W. Valencia Drive, Fullerton, California

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

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

•Potential Litigation [Government Code section 54956.9(b)(1)]

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

Public Comments/Persons Addressing the Board – Policy

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

Persons wishing to address the Board are requested to complete and submit a "Request to Speak" slip to the secretary. These slips are available at the reception counter. If you would like your written speech to be referenced in the minutes, please provide a copy to the Board Secretary.

Public Comments

Introductions/Recognitions

Fullerton Cares, Larry Houser

Superintendent's Report

Information from the Board of Trustees

Information from PTA, FETA, CSEA, FESMA

Information Items

The District Activities Calendar is available at the following URL:

<http://www.fullertonsd.org/district/calendar/>

Information Item

Evaluation System

Approve Minutes

Regular Meeting June 24, 2014 and Special Meeting on June 25, 2014

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 H22C0175 through H22C0176, H22D1029 through H22D1030, H22M0259 through H22M0283, H22R0997 through H22R01022, H22T0013, and H22V0172 for the 2013/2014 Fiscal Year; I22B0001 through I22B0003, I22C0001 through I22C0010, I22D0001 through I22D0077, I22L0001 through I22L0002, I22M0001 through I22M0055, I22R0001 through I22R0046, I22V0001 through I22V0023, I22X0001 through I22X0161, I22Y0001 through I22Y0016, and I22Z0001 through I22Z0061 for the 2014/2015 Fiscal Year.

1d. Approve/Ratify Nutrition Services purchase orders numbered 161011 through 161027 for the 2013/2014 school year and 170000 through 170026 for the 2014/2015 school year.

1e. Approve/Ratify warrants numbered 93436 through 94022 for the 2013/2014 school year.

1f. Approve/Ratify Nutrition Services warrants numbered 10398 through 10411 for the 2013/2014 school year and Nutrition Services warrants numbered 10412 through 10431 for the 2014/2015 school year.

1g. Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 4 (April 1, 2014-June 30, 2014).

1h. Approve/Ratify Supervised Fieldwork and Student Teaching Agreement for Speech Language Pathology placement with Chapman University to commence July 1, 2014 through June 30, 2019.

1i. Approve Committee on Assignments recommendation for 2014/2015.

1j. Approve/Ratify Student Teaching Memorandum of Understanding between Fullerton School District and Azusa Pacific University to commence July 1, 2014 through June 30, 2017.

1k. Approve/Ratify Classified Personnel Reports.

1l. Approve Classified Tuition reimbursement.

1m. Approve/Ratify Notice of Automatic Increase in legal services with the Law Offices of Best Best & Krieger effective July 1, 2014.

1n. Approve rejection of Claim Number 14-16471 RV.

1o. Approve/Ratify contract between Fullerton School District and Fast Deer Bus Charter, Inc., to provide transportation for field trips, effective July 30, 2014 through June 30, 2015.

1p. Approve/Ratify contract between Fullerton School District and Pacific Coachways Charter Services to provide transportation for field trips, effective July 30, 2014 through June 30, 2015

1q. Approve/Ratify contract between Fullerton School District and Silver State Coach, Inc., to provide transportation for field trips, effective July 30, 2014 through June 30, 2015.

1r. Approve/Ratify contract between Fullerton School District and Transportation Charter Services to provide transportation for field trips, effective July 30, 2014 through June 30, 2015.

1s. Approve/Ratify purchase order numbered I40X0001 for the 2014/2015 fiscal year for District 40 (Van Daele).

- 1t. Approve/Ratify purchase orders numbered I48R0001 and I48X0001 for the 2014/2015 fiscal year for District 48 (Amerige Heights).
- 1u. Adopt Resolutions numbered 13/14-B052 through 13/14-B058 authorizing budget transfers and recognizing unbudgeted revenue according to Education Code sections 42600 and 42602 for submission to the Orange County Superintendent of Schools.
- 1v. Approve 2014/2015 Nonpublic Agency (NPA) Master Contracts with Advantage on Call, Augmentative Communication Therapies, Bilingual Therapies, Careerstaff Unlimited, Inc., Cell Staff, LLC, Gallagher Pediatric Therapy, Invo Healthcare Associates, Procure Therapy, Inc., Soliant Health, Staffrehab, Sunbelt Staffing, LLC, and Western Youth Services.
- 1w. Approve Memorandum of Understanding (MOU) between Fullerton School District and the Cotsen Foundation for implementation of *The Art of Teaching* mentoring and fellowship program during the 2014/2015 and 2015/2016 school years.
- 1x. Approve Independent Contractor Agreement between Fullerton School District and Sarah Landis to provide professional development training on August 29, 2014 for Beechwood and Acacia Schools.
- 1y. Approve Independent Contractor Agreement between Fullerton School District (FSD) and Ruben R. Puentedura, Ph.D., to provide professional development training on August 29, 2014.
- 1z. Approve/Ratify Contract with GoGo Labs, Inc., to provide an iPersonalized infrastructure effective July 1, 2014 through June 30, 2015.
- 1aa. Approve renewal of contracts with Gold Star Foods (Bread, Cereal, Grocery, and Snacks), Flavorseal, LLC and P&R Paper Supply Co. (Paper and Supplies), Hollandia Dairy (Dairy), Sunrise Produce Company (Produce), and PJ of Southern California LP (Pizza Delivery) for the 2014/2015 school year.
- 1bb. Approve renewal of the use of Santa Clarita Valley School Food Services Agency's piggybackable RFP No. 11-12-31012012-01 for the purchase of frozen foods from Gold Star Foods.
- 1cc. Approve/Ratify warrant number 1094 for the 2013/2014 school year (District 40, Van Daele).
- 1dd. Approve/Ratify warrants numbered 1149 through 1150 for the 2013/2014 school year (District 48, Amerige Heights).
- 1ee. Approve Agreement with the Orange County Council, Boy Scouts of America – DBA Irvine Ranch Outdoor Education Center (IROEC) for Outdoor Science School from July 30, 2014 through June 30, 2015.
- 1ff. Approve Agreement with the Ocean Institute for Outdoor Science School from July 30, 2014 through June 30, 2015.
- 1gg. Approve Agreement with Pathfinder Ranch for Outdoor Science School from July 30, 2014 through June 30, 2015.
- 1hh. Approve Agreement with Camp High Trails for Outdoor Science School from July 30, 2014 through June 30, 2015.
- 1ii. Approve Placement Agreement between Fullerton School District and Western Kentucky University to commence August 1, 2014 through June 30, 2014.

1jj. Approve/Ratify Agreement between Fullerton School District and Orange County Public Safety for security and alarm response services for the 2014/2015 school year.

Discussion Items:

2a. Approve Fullerton School District's 2014/2015 "Sunshine" proposal to negotiate with California School Employees Association (CSEA), Chapter 130.

2b. Approve Fourth Amendment to the Superintendent's Contract of June 23, 2012.

2c. Adopt Resolution #14/15-06 and Approve/Ratify 2014/2015 Child Development State Preschool Contract effective July 1, 2014 through June 30, 2015.

2d. Adopt Resolution #14/15-07 and Approve/Ratify 2014/2015 Child Development Prekindergarten Family Literacy Program Instructional Materials and Supplies Contract effective July 1, 2014 through June 30, 2015.

2e. Adopt Resolution #14/15-01 authorizing and providing for the levying of special taxes within Community Facilities District 2000-1 (District 40, Van Daele).

2f. Adopt Resolution #14/15-02 authorizing and providing for the levying of special taxes within Community Facilities District 2001-1 (District 48, Amerige Heights).

2g. Adopt Resolution #14/15-03 authorizing designated District personnel to sign various documents by signature to be kept on file by the Orange County Superintendent of Schools for the Fullerton School District (Districts 22, 40, and 48).

2h. Adopt Resolution #14/15-04 authorizing the electronic approval of vendor claims/orders for the Fullerton School District (Districts 22, 40, and 48).

2i. Approve Resolution #14/15-05 authorizing the issuance of the Fullerton School District (Orange County, California) 2014 General Obligation Refunding Bonds.

2j. Approve/Ratify Tentative Agreement between California School Employees Association (CSEA) Chapter #130 and Fullerton School District for 2013/2014.

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, August 26, 2014, at 6:00 p.m. in the Fullerton School District Administration Board Room, 1401 W. Valencia Drive, Fullerton, California.

CONSENT ITEM

**DATE:** July 29, 2014

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

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

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

Background: The following document reflects new hire(s), psychologist intern(s), rehire(s), teachers assigned Rtl position(s), teacher(s) on special assignment, extra duty assignment(s), and resignation(s).

Funding: Restricted and unrestricted as noted.

Recommendation: Approve/Ratify Certificated Personnel Report.

MLD:rw  
Attachment



**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE  
BOARD OF TRUSTEES ON JULY 29, 2014**

**NEW HIRE(S)**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>COST CENTER</b>	<b>EFFECTIVE DATE</b>
Sylvia Aldridge	Rtl (75%)/Rolling Hills	IV/6	100	08/06/2014
Cara Baker	5 <sup>th</sup> Grade/Fern	IV/1	100	08/06/2014
Drew Balcom	School Psychologist	I/C	141	07/01/2014
Erin Barrett	Language Arts/Ladera Vista	II/1	100	08/06/2014
Robin Biggs	Art/Ladera Vista	III/6	100	08/06/2014
Alexandra Bishop	1 <sup>st</sup> Grade/Maple	III/2	100	08/06/2014
Jenna Breite	1 <sup>st</sup> Grade/Pacific Drive	IV/1	100	08/06/2014
Casey Cox	Kindergarten/Laguna Road	II/2	100	08/06/2014
Mary Dardis	Preschool/Commonwealth	II/1	310	08/06/2014
Lily Estes-Eichert	3 <sup>rd</sup> Grade (50%)/Rolling Hills	IV/1	100	08/06/2014
Jacqueline Gallardo-Hoffmaster	Counselor/Fisler Pacific Drive	III/3	100	08/06/2014
Rebecca Guerrero	5 <sup>th</sup> Grade/Acacia	IV/1	100	08/06/2014
Heather Harris	6 <sup>th</sup> Grade/Richman	II/1	100	08/06/2014
Michael Hubbard	6 <sup>th</sup> Grade/Richman	III/6	100	08/06/2014
Peter Karaya	Math/Ladera Vista	IV/6	100	08/06/2014
Raymond Kim	Math/Nicolas	IV/6	100	08/06/2014
Kelly Knapp	6 <sup>th</sup> Grade/Acacia	II/1	100	08/06/2014
John Konrad	P.E. (50%)/Fisler	II/3	302	08/06/2014
Ariel Martin	Resource/Nicolas	II/2	130	08/06/2014
Kyle Morita	Math/Ladera Vista	II/1	100	08/06/2014
Jeannette Nunez	SDC- Mild/Moderate/ Nicolas	III/6	122	08/06/2014
Lisa McMillan	4 <sup>th</sup> Grade/Richman	III/5	100	08/06/2014
Katrina O'Meara	6 <sup>th</sup> Grade Language Arts/ Fisler	II/4	100	08/06/2014

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD  
OF TRUSTEES ON JULY 29, 2014**

**NEW HIRE(S) - CONTINUED**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>COST CENTER</b>	<b>EFFECTIVE DATE</b>
Danielle O'Toole	3 <sup>rd</sup> Grade/Valencia Park	II/4	100	08/06/2014
Stamatios Papageorge	P.E. (80%)/Woodcrest/ Pacific Drive	III/1	212	08/06/2014
Esmeralda Pulido	Foods(50%)/Ladera Vista	II/1	100	08/06/2014
Cynthia Ramirez	4 <sup>th</sup> Grade/Orangethorpe	II/1	100	08/06/2014
Elizabeth Robles	Preschool/Orangethorpe	II/6	310	08/06/2014
Dionna Spencer	Kindergarten/Woodcrest	II/1	100	08/06/2014
Ann Stenton	Science/Beechwood	II/6	100	08/06/2014
Jean Summy	5 <sup>th</sup> Grade/Orangethorpe	IV/6	100	08/06/2014
Leigh Ann Tomooka	5 <sup>th</sup> Grade/Valencia Park	IV/6	100	08/06/2014
Tamara Winslow	3 <sup>rd</sup> Grade/Golden Hill	II/1	100	08/06/2014

**PSYCHOLOGIST INTERN(S)**

<b>NAME</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
Danielle Ross	Stipend of \$10,000 from budget #511 for 185 days	08/07/14-05/28/14

**REHIRE(S)**

**Rescind end of temporary assignment, effective August 7, 2014.**

Vanessa Rosas

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>COST CENTER</b>	<b>EFFECTIVE DATE</b>
Sandra Bordy	5 <sup>th</sup> Grade/Valencia Park	IV/2	100	08/06/2014

**TEACHER(S) ASSIGNED Rtl POSITION(S)**

Annica Andersson	Rossana Fonseca	Nancy Kozma	Angela Joo	Ginger Frady
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**TEACHER(S) ON SPECIAL ASSIGNMENT**

Pablo Diaz

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD OF TRUSTEES ON JULY 29, 2014**

**EXTRA DUTY ASSIGNMENT(S)**

**iPersonalize Workshop Follow-Up**

**Approve contractual hourly rate per FETA agreement, not to exceed 12 hours, from budget #100 for the iPersonalize Workshop for the following certificated personnel:**

Julia Barr	Shannon Glasby	Mary Smith
Kimberely Barr	Tricia Hyun	Holly Steele
Darcy Blake	Philip Ling	Jesus Uribe
Jason Chong	Ruben Reed	Anthony Wilson
Pablo Diaz	Leslie Santillan	

**Math Pilot Committee Meeting**

**Approve stipend of \$50.00 effective June 25, from budget #302, for attendance and participation in the Math Pilot Committee Meeting for the following certificated personnel:**

Kristi Hernandez	Shannon Glasby	Julie Andrews
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**Gooru Training**

**Approve stipend of \$50 effective June 25, from budget #409 for attendance and participation in Gooru Training for the following certificated personnel:**

Connie Learn	Jesus Uribe	Sylvia Chung	Karen Nelson
Jo Bridge	Jason Chong	Jessica DiLuigi	Phil Ling

**NAREA Conference**

**Approve preschool contractual hourly rate, not to exceed 7.5 hours per day, effective June 18, 2014 through June 22, 2014 from budget number indicated below for attending the NAREA Conference for the following certificated personnel:**

Alexander Yang #393	Vanessa Robles #085	Margaret Hernandez #085	Sandra Shearer #085
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**Opal School Summer Conference**

**Approve preschool contractual hourly rate, not to exceed 7.5 hours per day, effective June 18, 2014 through June 22, 2014 from budget #085 for attending the Opal School Summer Conference for Moyca Tellez**

**Various Extra Duty Assignments**

<b>NAME</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
Natalie Dunn	Contractual hourly rate not to exceed 25 hours, budget #302	06/01/14-08/06/14
Lauren Nguyen	Contractual hourly rate not to exceed 25 hours, budget #212	06/01/14-08/06/14

**FULLERTON SCHOOL DISTRICT CERTIFICATED PERSONNEL REPORT PRESENTED TO THE BOARD  
OF TRUSTEES ON JULY 29, 2014**

**EXTRA DUTY ASSIGNMENTS - CONTINUED**

**Various Extra Duty Assignments – Continued**

Susan Sutton	Contractual hourly rate not to exceed 25 hours, budget #212	06/01/14-08/06/14
Yvonne Sylvester	Contractual hourly rate not to exceed 25 hours, budget #212	06/01/14-08/06/14
Denise Victoria	Four additional work days, 75% from budget #224, 25% from #302	06/18/14-06/26/14
Lauralyn Eschner	Four additional work days from budget #316	06/23/14-06/26/14
Kristin Montoya	Contractual hour rate not to exceed 11 hours, 50% from budget #302, 50% from budget #117	08/05/13-08/06/13
Brenda Ramos	Preschool contractual hourly rate 8 hours per day not to exceed 14 days, from budget #207	07/14/14-08/05/14
Elizabeth Robles	Preschool contractual hourly rate not to exceed 8 hours per day, from budget #207	07/28/14-07/31/14
Mary Dardis	Preschool contractual hourly rate not to exceed 8 hours per day, from budget #207	07/28/14-07/31/14

**RESIGNATION(S)**

<b>NAME</b>	<b>ASSIGN/LOCATION</b>	<b>ACTION</b>	<b>EFFECTIVE DATE</b>
April Bedard	Leave of Absence	Resign	05/30/2014
Patricia Clayton	Leave of Absence	Resign	05/30/2014
Jose Pereyra	Counselor/Ladera Vista	Resign	06/04/2014
Erica Render	1 <sup>st</sup> Grade/Woodcrest	Resign	05/30/2014
Richard Salazar	P.E. (50%)/Orangethorpe	Resign	05/30/2014

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 July 29, 2014.

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Clerk/Secretary

CONSENT ITEM

**DATE:** July 29, 2014

**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: July 29, 2014***

<b>SITE</b>	<b>DONOR</b>	<b>RELATIONSHIP</b>	<b>DONATION</b>	<b>PURPOSE</b>	<b>AMOUNT</b>
Acacia	Cantrell Photography Commission	Community Partner	monetary donation	for the school	\$1,404.00
Beechwood	Mrs. Jill Stecher	Parent(s)	monetary donation	for the school	\$30.00
Beechwood	Western Digital Corporation	Community Partner	monetary donation	for supplies and technology	\$135.00
Fine Arts	All the Arts for All the Kids Foundation	Community Partner	monetary donation	for All the Arts for All the Kids	\$23,112.00
Fisler	Fisler PTSA		monetary donation	for instructional programs	\$742.00
Hermosa Drive	Mr. and Mrs. Jung Chang	Parent(s)	monetary donation	for GATE	\$100.00
Hermosa Drive	Mr. Rod Colianni	Parent(s)	monetary donation	for GATE	\$50.00
Hermosa Drive	Mr. and Mrs. Donald J. Greco	Parent(s)	monetary donation	for GATE	\$500.00
Hermosa Drive	Mr. and Mrs. Carlos Horiguchi	Parent(s)	monetary donation	for GATE	\$180.00
Hermosa Drive	Mr. and Mrs. David Kang	Parent(s)	monetary donation	for GATE	\$500.00
Hermosa Drive	Mr. and Mrs. Sung Lee	Parent(s)	monetary donation	for GATE	\$50.00
Hermosa Drive	Mr. and Mrs. Thanh Huy Ngoc Tran	Parent(s)	monetary donation	for GATE	\$100.00
Hermosa Drive	Mr. and Mrs. Jerome Wang	Parent(s)	monetary donation	for GATE	\$400.00
Hermosa Drive	Mr. and Mrs. Larry P. Yee	Parent(s)	monetary donation	for GATE	\$50.00
Hermosa Drive	Mr. and Mrs. JangWook Yoon	Parent(s)	monetary donation	for GATE	\$50.00
Ladera Vista J.H.	Alcoa Foundation	Community Partner	monetary donation	for the STEM Program	\$15,000.00
Ladera Vista J.H.	Anonymous	Community Partner	monetary donation	for instrumental music	\$1,000.00
Laguna Road	Commercial Custom Seating and Upholstery	Community Partner	building supplies	for the 6 <sup>th</sup> grade play	
Maple	Cantrell Photography Commission	Community Partner	monetary donation	for the school	\$446.00
Orangethorpe	Mission Preservation Foundation	Community Partner	monetary donation	for the school	\$100.00
Orangethorpe	Orangethorpe PTA		monetary donation	for the school	\$1,610.00
Orangethorpe	Orangethorpe PTA		monetary donation	for All the Arts for All the Kids Program	\$1,950.00
Superintendent's Office	Barnes and Noble Booksellers	Community Partner	monetary donation	for Writers Guild	\$1,129.87

CONSENT ITEM

**DATE:** July 29, 2014

**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 H22C0175 THROUGH H22C0176, H22D1029 THROUGH H22D1030, H22M0259 THROUGH H22M0283, H22R0997 THROUGH H22R01022, H22T0013, AND H22V0172 FOR THE 2013/2014 FISCAL YEAR; I22B0001 THROUGH I22B0003, I22C0001 THROUGH I22C0010, I22D0001 THROUGH I22D0077, I22L0001 THROUGH I22L0002, I22M0001 THROUGH I22M0055, I22R0001 THROUGH I22R0046, I22V0001 THROUGH I22V0023, I22X0001 THROUGH I22X0161, I22Y0001 THROUGH I22Y0016, AND I22Z0001 THROUGH I22Z0061 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 H22C0175 through H22C0176, H22D1029 through H22D1030, H22M0259 through H22M0283, H22R0997 through H22R01022, H22T0013, and H22V0172 for the 2013/2014 fiscal year; I22B0001 through I22B0003, I22C0001 through I22C0010, I22D0001 through I22D0077, I22L0001 through I22L0002, I22M0001 through I22M0055, I22R0001 through I22R0046, I22V0001 through I22V0023, I22X0001 through I22X0161, I22Y0001 through I22Y0016, and I22Z0001 through I22Z0061 for the 2014/2015 fiscal year.

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 07/29/2014**

FROM 06/06/2014 TO 06/30/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H22C0175	COMPUTER USING EDUCATORS INC	1,600.00	1,600.00	0100000000 9330	Unrestricted / Prepaid Expenditures
H22C0176	PORTLAND CHILDREN'S MUSEUM	4,200.00	4,200.00	1208555271 5210	Fee Based Childcare Admin / Conferences and Meetings
H22D1029	GENESIS COLLABORATION LLC	139.96	81.88	0130227107 4310	Econ Impact Aid PY Sunset Ln / Materials and Supplies
			58.08	0130427109 4310	Site Discr Instr Sunset Lane / Materials and Supplies Instr
H22D1030	WHITE RHINO PROMOTIONAL SOLUTI	398.74	398.74	0125852101 4310	Project CREATE Instruction / Materials and Supplies Instr
H22M0259	DBMC INC	3,990.00	3,990.00	1453322859 5640	Deferred Maint Fac Pacific Dr / Repairs by Vendors
H22M0260	S AND R AIR CONDITIONING AND H	8,475.00	8,475.00	1453317859 5640	Deferred Maint Fac Ladera Vsta / Repairs by Vendors
H22M0261	DAILY JOURNAL CORPORATION	588.00	588.00	1453350859 5830	Deferred Maint Facilities / Legal Advertising
H22M0262	LOWES HIW INC	1,321.94	1,321.94	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22M0263	LOWES HIW INC	39.19	39.19	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22M0264	A 1 FENCE COMPANY	1,992.00	1,992.00	4064650851 6100	Redevelop Pass Through Admin / Sites and Site
H22M0266	EXECUTIVE MOVING SYSTEMS INC	430.00	430.00	4064650851 5800	Redevelop Pass Through Admin / Other Contracted Services
H22M0267	EXECUTIVE MOVING SYSTEMS INC	2,810.47	2,810.47	0108627109 5800	Trans Kinder Instr Sunset Lane / Other Contracted Services
H22M0268	AMBIENT ENVIRONMENTAL INC	2,100.00	2,100.00	0154053829 5805	Hazardous Materials and Waste / Consultants
H22M0269	STATE ARCHITECT, DIVISION OF T	500.00	500.00	4064650851 6200	Redevelop Pass Through Admin / Buildings and Improve of
H22M0271	LOWES HIW INC	182.86	182.86	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22M0273	REGENCY LIGHTING	2,347.38	2,347.38	1453317859 4363	Deferred Maint Fac Ladera Vsta / Materials and Supplies
H22M0274	KRAIG'S CERTIFIED MOBILE WELDI	1,480.00	1,480.00	1453320859 5640	Deferred Maint Fac Nicolas Jr / Repairs by Vendors
H22M0275	INTEGRITY ELECTRIC	4,428.00	2,264.00	0110317109 6450	Reimburse Ladera Disc / Repl Equip Less Than \$10,000
			2,164.00	2567150851 6100	Facilities / Sites and Site Improvements
H22M0276	EXECUTIVE MOVING SYSTEMS INC	1,791.40	1,791.40	4064650851 5800	Redevelop Pass Through Admin / Other Contracted Services
H22M0277	DBMC INC	3,510.00	3,510.00	4064650851 6200	Redevelop Pass Through Admin / Buildings and Improve of
H22M0278	DENUNZIO, SHERRY	1,435.00	1,435.00	4064650851 5805	Redevelop Pass Through Admin / Consultants
H22M0279	KPI ARCHITECTS INC	6,360.00	6,360.00	4064650851 5805	Redevelop Pass Through Admin / Consultants



**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 07/29/2014**

FROM 06/06/2014 TO 06/30/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H22M0280	KPI ARCHITECTS INC	3,250.00	3,250.00	2567121859 5805	Facilities Improvement OT / Consultants
H22M0281	KPI ARCHITECTS INC	3,770.00	3,770.00	1453350859 5805	Deferred Maint Facilities / Consultants
H22M0282	AMBIENT ENVIRONMENTAL INC	2,300.00	2,300.00	0154053829 5805	Hazardous Materials and Waste / Consultants
H22R0997	CHU, SUSAN	83.16	83.16	0111625101 4310	Donation Instruction Richman / Materials and Supplies Instr
H22R0998	CHU, SUSAN	119.67	119.67	0111625101 4310	Donation Instruction Richman / Materials and Supplies Instr
H22R0999	ZARAGOZA, RACHEL	232.07	232.07	0130420139 4310	Science Nicolas / Materials and Supplies Instr
H22R1000	SOK-HUYNH, DEVI	383.78	383.78	0111619101 4310	Donation Instruction Maple / Materials and Supplies Instr
H22R1001	CANDELARIA, MELINDA L	401.51	401.51	0130420139 4310	Science Nicolas / Materials and Supplies Instr
H22R1002	FLORES, HILDA	757.10	757.10	0130429279 4350	Site Discr Admin Woodcrest / Materials and Supplies
H22R1004	PARK, HAI MEE	70.00	70.00	0111616101 4310	Donation Instruction Hermosa / Materials and Supplies Instr
H22R1005	LANDIS, SARAH	1,000.00	1,000.00	0130252107 5805	Econ Impact Aid PY Central / Consultants
H22R1006	HIGHFILL, LISA	6,500.00	6,500.00	0130252107 5805	Econ Impact Aid PY Central / Consultants
H22R1007	DBQ PROJECT, THE	2,200.00	2,200.00	0130252107 5805	Econ Impact Aid PY Central / Consultants
H22R1008	STANISLAW, MARCIE	25.74	25.74	0111616101 4310	Donation Instruction Hermosa / Materials and Supplies Instr
H22R1009	OAKS, LINDA	326.95	326.95	0130422109 4310	Site Discr Instr Pacific Drive / Materials and Supplies Inst
H22R1010	CASTILLO, YOLANDA	43.71	43.71	0130422109 4310	Site Discr Instr Pacific Drive / Materials and Supplies Inst
H22R1011	MURRAY, MATTHEW	1,000.00	1,000.00	0121219101 5805	Title I Maple Instruction / Consultants
H22R1012	TUMBLEBOOKS INC	300.00	300.00	0130228101 4310	Econ Impact Aid Valencia Park / Materials and Supplies
H22R1013	GILLIGAN, ROBIN	1,746.50	1,746.50	0111616101 4310	Donation Instruction Hermosa / Materials and Supplies Instr
H22R1014	GILLIGAN, ROBIN	1,710.06	1,710.06	0111616101 4310	Donation Instruction Hermosa / Materials and Supplies Instr
H22R1015	SMITH, SUSAN	51.03	51.03	0111623101 4310	Donation Instr Parks / Materials and Supplies Instr
H22R1016	FULLERTON, CITY OF	39,306.54	39,306.54	0153750799 5899	Business Administration DC / Other Expenses
H22R1017	BYBEE, RODGER W	5,000.00	5,000.00	0152657719 5805	Superintendent Discret / Consultants
H22R1018	COSGROVE, MARILEE	195.00	195.00	0132952101 4310	Afttr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 07/29/2014**

**FROM 06/06/2014 TO 06/30/2014**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H22R1019	KILBY, CLAUDIA J	2,500.00	2,500.00	0152557709 5805	Board Discret / Consultants
H22R1020	MPR+STRATEGIC COMMUNICATIONS	3,500.00	3,500.00	0152757789 5805	Administrative Assistant DC / Consultants
H22R1021	PLETKA, ROBERT	53.95	53.95	0152657719 4350	Superintendent Discret / Materials and Supplies Office
H22R1022	GEARHART, SARA	79.91	79.91	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
H22T0013	BUMPER CHOICE PLATING, THE	650.00	650.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
H22V0172	NORTHERN TOOL & EQUIPMENT CO	1,998.58	1,998.58	0154253829 6410	Custodial Discretionary / New Equip Less Than \$10,000
	<b>Fund 01 Total:</b>	<b>83,392.42</b>			
	<b>Fund 12 Total:</b>	<b>4,200.00</b>			
	<b>Fund 14 Total:</b>	<b>20,650.38</b>			
	<b>Fund 25 Total:</b>	<b>5,414.00</b>			
	<b>Fund 40 Total:</b>	<b>16,018.40</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>129,675.20</b>			

**FULLERTON ELEMENTARY**

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS**

BOARD OF TRUSTEES

07/29/2014

FROM 06/06/2014 TO 06/30/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H22M0139	BOB PETERS FIRE PROTECTION INC	140.00	-40.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
H22S0016	ROCKWELL MEDICAL SUPPLY INC	286.20	-58.32	0100000000 9320	Unrestricted / Stores
H22Y0002	FLEET SERVICES INC	4,850.00	+350.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
H22Y0006	PARKHOUSE TIRE INC	12,400.00	+900.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
H22Y0007	ARAMARK UNIFORM SERVICE	5,260.00	+260.00	0156556369 5800	Home to Sch Transportation DC / Other Contracted Services
H22Y0011	CLEAN AIR TESTING INC	2,700.00	-4,500.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
H22Y0012	ELMER'S TRUCK SEAT CENTER	1,920.00	+20.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			+100.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
H22Y0021	A-Z BUS SALES	6,470.00	+470.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
H22Y0027	IPC USA INC	156,071.00	+3,100.00	0153256369 4361	Transportation Field Trips / Materials and Supplies Fuel
			+15,971.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
H22Y0035	METRO FLUID CONNECTORS	510.00	+210.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
H22Y0044	QUALITY GLASS	1,150.00	+150.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
H22Y0054	O'REILLY AUTO PARTS	850.00	+350.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
H22Y0059	AMERIGAS	16,000.00	+3,000.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
H22Z0039	PIONEER CHEMICAL COMPANY	32,000.00	+500.00	0154253829 4363	Custodial Discretionary / Materials and Supplies Repairs
H22Z0056	VISTA PAINT	15,150.00	+150.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22Z0064	GORM INC	6,359.00	+159.00	0154253829 4360	Custodial Discretionary / Materials and Supplies Other
H22Z0065	GORM INC	10,132.00	+632.00	0154253829 4360	Custodial Discretionary / Materials and Supplies Other
H22Z0081	GORM INC	8,900.00	-1,000.00	0154253829 4360	Custodial Discretionary / Materials and Supplies Other
H22Z0086	GORM INC	8,135.00	+335.00	0153353819 4360	Plant Maintenance DC / Materials and Supplies Other
	<b>Fund 01 Total:</b>		<b>21,058.68</b>		
	<b>Total Amount of Change Orders:</b>		<b>21,058.68</b>		

**FULLERTON ELEMENTARY**

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

BOARD OF TRUSTEES

07/29/2014

FROM 06/06/2014 TO 06/30/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H22C0125	CA COUNCIL FOR EXCEPTIONAL CHI	25.00	25.00	0142054201 5210	Special Ed Administration / Conferences and Meetings
H22C0138	ORANGE CNTY DEPARTMENT OF	200.00	100.00 100.00	0122452101 5210 0122452221 5210	Title III Limited Engl Central / Conferences and Meetings Title III Instr Staff Dev / Conferences and Meetings
H22D1007	NASCO WEST INC	48.56	48.56	0130423159 4310	Food Parks Jr High / Materials and Supplies Instr
H22D1025	GENESIS COLLABORATION LLC	139.96	81.88 58.08	0130227107 4310 0130427109 4310	Econ Impact Aid PY Sunset Ln / Materials and Supplies Site Discr Instr Sunset Lane / Materials and Supplies Instr
H22M0019	AMBIENT ENVIRONMENTAL INC	1,850.00	1,850.00	0154053829 5805	Hazardous Materials and Waste / Consultants
H22M0036	DAVE BANG ASSOCIATES INC	4,334.88	4,334.88	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22M0108	ORVAC ELECTRONICS	21,651.84	21,651.84	2567150851 4360	Facilities / Materials and Supplies Other
H22M0115	TORNADO PLUMBERS AND ROOTER	128.68	128.68	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22M0136	STONHARD	1,230.00	1,230.00	1453326819 5640	Deferred Maint Rolling Hills / Repairs by Vendors
H22M0171	ORTIZ TRACTOR SERVICE	4,620.00	4,620.00	1453312859 5640	Deferred Maint Fac Commonwlth / Repairs by Vendors
H22M0209	ORTIZ TRACTOR SERVICE		11,760.00	2567150851 5640	Facilities / Repairs by Vendors

# FULLERTON ELEMENTARY

## PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

07/29/2014

FROM 06/06/2014 TO 06/30/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
		11,760.00			
H22M0224	MIRACLE RECREATION EQUIPMENT C	5,770.79	5,770.79	1453325819 4363	Deferred Maint Richman School / Materials and Supplies
H22M0235	INTEGRITY ELECTRIC	14,985.00	14,985.00	1453350859 5640	Deferred Maint Facilities / Repairs by Vendors
H22M0242	DBMC INC	14,883.00	14,883.00	4064650851 6200	Redevelop Pass Through Admin / Buildings and Improve of
H22M0265	ORTIZ TRACTOR SERVICE	6,900.00	6,900.00	1453327819 5640	Deferred Maint Sunset Lane / Repairs by Vendors
H22M0270	MARVAIR	199.32	199.32	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
H22M0272	COUNTERTOPS EXPRESS	8,100.00	8,100.00	4064650851 6200	Redevelop Pass Through Admin / Buildings and Improve of
H22R0431	VERIZON WIRELESS	89.99	89.99	8152451741 4350	Property and Liability / Materials and Supplies Office
H22R0466	VERIZON WIRELESS	16.00	16.00	1208516101 4310	Childcare Instr Hermosa Drive / Materials and Supplies
H22R0882	DEMAIO, DANIELLE	51.00	51.00	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
H22R0928	LEWIS, LARA	221.12	221.12	0111610101 4310	Donation Instr Acacia / Materials and Supplies Instr
H22R0959	WHITE RHINO PROMOTIONAL SOLUTI	1,058.40	1,058.40	1231852101 4310	Pre K Family Literacy Instr / Materials and Supplies Instr
H22R0996	SCHUETT-MALONEY, JENNIFER		43.19	0111617101 4310	Donation Instr Ladera Vista / Materials and Supplies Instr

**FULLERTON ELEMENTARY**

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

BOARD OF TRUSTEES

07/29/2014

FROM 06/06/2014 TO 06/30/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
		43.19			
H22R1003	KHALILI, SOROUR		112.15	0125554321 4310	LEA Medi Cal Reimb Psych / Materials and Supplies Instr
		112.15			
H22V0161	TROXELL COMMUNICATIONS		1,697.76	0130410109 6410	Site Discretionary Inst Acacia / New Equip Less Than
		1,697.76			
H22X0136	PLACENTIA-YORBA LINDA USD		12,000.00	0171054921 7141	Excess Costs / Excess Cost to Districts
		12,000.00			
H22X0143	ASSISTIVE TECHNOLOGY EXCHANGE		3,000.00	0171054101 5866	Outside Services NPA NPS / Nonpublic Agency Services
		3,000.00			
H22X0146	MCINTOSH CENTER FOR THE DISABL		1,000.00	0171054101 5805	Outside Services NPA NPS / Consultants
		1,000.00			
H22X0157	AUGMENTATIVE COMMUNICATION		5,000.00	0171054101 5866	Outside Services NPA NPS / Nonpublic Agency Services
		5,000.00			
H22X0198	JUDD, MARSHA		4,500.00	0141555109 5805	Fine Arts Resource Instr / Consultants
		4,500.00			
H22X0370	INFORETRIEVAL.COM		2,000.00	0140955249 5805	Info Systems Serv Media DC / Consultants
		2,000.00			
I22C0006	EDUCATIONAL DESIGN LLC		885.00	0130427109 5210	Site Discr Instr Sunset Lane / Conferences and Meetings
		885.00			
	<b>Fund 01 Total:</b>	<b>37,436.62</b>			
	<b>Fund 12 Total:</b>	<b>1,074.40</b>			
	<b>Fund 14 Total:</b>	<b>33,505.79</b>			
	<b>Fund 25 Total:</b>	<b>33,411.84</b>			
	<b>Fund 40 Total:</b>	<b>22,983.00</b>			
	<b>Fund 81 Total:</b>	<b>89.99</b>			

**FULLERTON ELEMENTARY**

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

**BOARD OF TRUSTEES**

**07/29/2014**

**FROM 06/06/2014 TO 06/30/2014**

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
	Total Amount of Purchase Orders:	128,501.64			

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PURCHASE ORDER DETAIL REPORT - CANCELED PURCHASE ORDERS

BOARD OF TRUSTEES

07/29/2014

FROM 06/06/2014 TO 06/30/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H40R0001	US BANK	3,000.00	3,000.00	0168750851 5800	Van Daele Facilities / Other Contracted Services
			<b>Fund 01 Total:</b>		
			<b>3,000.00</b>		
			<b>Total Amount of Purchase Orders:</b>		
			<b>3,000.00</b>		



**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 07/29/2014**

FROM 07/01/2014 TO 07/10/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I22B0001	FOLLETT SCHOOL SOLUTIONS INC	26,809.01	26,809.01	0181250101 4100	Lottery Textbook Instr Exp / Textbooks
I22B0002	MCGRAW HILL	7,625.85	7,625.85	0181250101 4100	Lottery Textbook Instr Exp / Textbooks
I22B0003	FOLLETT SCHOOL SOLUTIONS INC	2,308.08	2,308.08	0181250101 4100	Lottery Textbook Instr Exp / Textbooks
I22C0001	ORANGE CNTY DEPARTMENT OF EDUC	1,100.00	1,100.00	0113054101 5210	Resource Specialist Program / Conferences and Meetings
I22C0002	SCIENCE OLYMPIAD INC	499.00	499.00	0130417109 5210	Site Discr Instruction Ladera / Conferences and Meetings
I22C0003	CALIFORNIA LEAGUE OF SCHOOLS	289.00	289.00	0121736101 5210	Title II Tchr Qlty St Juliana / Conferences and Meetings
I22C0004	ORANGE CNTY DEPARTMENT OF EDUC	750.00	750.00	0142054201 5210	Special Ed Administration / Conferences and Meetings
I22C0005	ORANGE CNTY DEPARTMENT OF EDUC	2,200.00	2,200.00	0122652221 5210	Title III IEP Instr Staff Dev / Conferences and Meetings
I22C0007	STEVE SPANGLER SCIENCE	995.00	995.00	0132952101 5210	Afr Schl Ed Sfty Grt Cohort 6 / Conferences and Meetings
I22C0008	LIGHTSPEED SYSTEMS INC	1,122.00	1,122.00	0140955249 5210	Info Systems Serv Media DC / Conferences and Meetings
I22C0009	STAFF DEVELOPMENT FOR EDUCATOR	1,592.00	796.00	0130218101 5210	Econ Impact Aid Laguna Road / Conferences and Meetings
			796.00	0130418109 5210	Site Discr Instr Laguna Road / Conferences and Meetings
I22C0010	EVERGREEN COMMUNITY SCHOOL	1,000.00	1,000.00	1220752211 5210	Federal PreSch Discr Superv / Conferences and Meetings
I22D0001	LAKESHORE LEARNING	903.96	903.96	0108613109 4310	Transitional Kinder Instr Fern / Materials and Supplies Inst
I22D0002	LAKESHORE LEARNING	903.96	903.96	2567121859 4310	Facilities Improvement OT / Materials and Supplies Instr
I22D0003	LAKESHORE LEARNING	1,807.92	903.96	0108627109 4310	Trans Kinder Instr Sunset Lane / Materials and Supplies
			903.96	2567127859 4310	Facilities Improvement Sunset / Materials and Supplies
I22D0004	LAKESHORE LEARNING	903.96	903.96	0108622109 4310	Transitional KinderInstr PacDr / Materials and Supplies Inst
I22D0005	PREMIER SCHOOL AGENDA	1,084.59	1,084.59	0130228101 4310	Econ Impact Aid Valencia Park / Materials and Supplies
I22D0006	FORTNET SECURITY INC	23,580.00	23,580.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
I22D0007	HEAR AND C	1,650.00	1,650.00	0151354341 5640	Health Services / Repairs by Vendors
I22D0008	MCGRAW HILL	1,844.94	1,844.94	0181225101 4310	Instr Mat Lottery Richman Inst / Materials and Supplies Inst
I22D0009	APPLE COMPUTER INC.	192.19	192.19	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
I22D0010	SUZUKI MUSIC USA	63.00	63.00	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr

**FULLERTON ELEMENTARY**  
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<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I22D0011	SCHOLASTIC MAGAZINES	142.23	142.23	0130228101 4310	Econ Impact Aid Valencia Park / Materials and Supplies
I22D0012	SCHOLASTIC MAGAZINES	988.90	988.90	0181228101 4310	Instr Mat Lottery Valencia Ins / Materials and Supplies Inst
I22D0013	FLOCABULARY	452.00	452.00	0181228101 4310	Instr Mat Lottery Valencia Ins / Materials and Supplies Inst
I22D0014	DATA MANAGEMENT INC	1,279.80	1,279.80	0130425109 4310	Site Discr Instruction Richman / Materials and Supplies Inst
I22D0015	EDGEWOOD PRESS INC	621.16	621.16	0130410109 4310	Site Discretionary Inst Acacia / Materials and Supplies Inst
I22D0016	EDGEWOOD PRESS INC	501.50	501.50	0130219101 4310	Economic Impact Aid Maple / Materials and Supplies Instr
I22D0017	VIRCO MANUFACTURING	3,453.48	3,453.48	0130428109 4310	Site Discr Instr Valencia Park / Materials and Supplies Inst
I22D0018	VIRCO MANUFACTURING	22,917.86	22,917.86	0130417109 4310	Site Discr Instruction Ladera / Materials and Supplies Instr
I22D0019	SCHOOLSIN	1,304.42	1,304.42	2567121859 4310	Facilities Improvement OT / Materials and Supplies Instr
I22D0020	SCHOOLSIN	1,304.42	1,304.42	0108613109 4310	Transitional Kinder Instr Fern / Materials and Supplies Inst
I22D0021	SCHOOLSIN	1,304.42	1,304.42	0108622109 4310	Transitional KinderInstr PacDr / Materials and Supplies Inst
I22D0022	SCHOOLSIN	2,555.40	1,277.70	0108627109 4310	Trans Kinder Instr Sunset Lane / Materials and Supplies
			1,277.70	2567127859 4310	Facilities Improvement Sunset / Materials and Supplies
I22D0023	ROCHESTER 100 INC	1,253.75	1,253.75	0130228101 4310	Econ Impact Aid Valencia Park / Materials and Supplies
I22D0024	SCHOOL DATEBOOKS INC	2,669.17	2,669.17	0110317109 4310	Reimburse Ladera Disc / Materials and Supplies Instr
I22D0025	PREMIER SCHOOL AGENDA	2,522.59	2,522.59	0121225241 4310	Title I Richman Instr Media / Materials and Supplies Instr
I22D0026	SCHOLASTIC MAGAZINES	2,623.97	2,623.97	0181225101 4310	Instr Mat Lottery Richman Inst / Materials and Supplies Inst
I22D0027	TENMARKS EDUCATION	9,000.00	4,500.00	0130227101 4310	Econ Impact Aid Sunset Lane / Materials and Supplies Instr
			4,500.00	0130427109 4310	Site Discr Instr Sunset Lane / Materials and Supplies Instr
I22D0028	SCHOLASTIC MAGAZINES	363.00	363.00	0181230101 4310	Instr Mat Lottery Fisler Instr / Materials and Supplies Inst
I22D0029	ROCHESTER 100 INC	814.20	614.20	0130230101 4310	Economic Impact Aid Fisler / Materials and Supplies Instr
			200.00	0130430109 4310	Site Discr Instruction Fisler / Materials and Supplies Instr
I22D0030	SCHOLASTIC MAGAZINES	1,494.17	1,494.17	0130223101 4310	Economic Impact Aid Parks / Materials and Supplies Instr
I22D0031	STATEMENT SHIRTS	5,314.95	5,314.95	0130417129 4310	Physical Education LaderaVista / Materials and Supplies
I22D0032	EXPLORELEARNING	3,395.00	2,995.00	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr

**FULLERTON ELEMENTARY**  
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<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I22D0032	*** CONTINUED ***				
			300.00	0130230101 4310	Economic Impact Aid Fisler / Materials and Supplies Instr
			100.00	0130430109 4310	Site Discr Instruction Fisler / Materials and Supplies Instr
I22D0033	HARCOURT OUTLINES INC	771.30	771.30	0130416109 4310	Site Discr Instruction Hermosa / Materials and Supplies Inst
I22D0034	ROCHESTER 100 INC	757.95	757.95	0130416109 4310	Site Discr Instruction Hermosa / Materials and Supplies Inst
I22D0035	BOOKHEADED LLC	5,400.00	5,400.00	0181217101 4310	Instr Mat Lottery Ladera Instr / Materials and Supplies Inst
I22D0036	DEMCO INC	323.58	323.58	0130430109 4310	Site Discr Instruction Fisler / Materials and Supplies Instr
I22D0037	VIRCO MANUFACTURING	4,812.99	3,108.78	0111617101 4310	Donation Instr Ladera Vista / Materials and Supplies Instr
			1,704.21	4064650851 4310	Redevelop Pass Through Admin / Materials and Supplies
I22D0038	CURRICULUM ASSOCIATES LLC	286.20	286.20	0130222101 4310	Econ Impact Aid Pacific Drive / Materials and Supplies
I22D0039	ROCHESTER 100 INC	516.25	516.25	0130222101 4310	Econ Impact Aid Pacific Drive / Materials and Supplies
I22D0040	REALLY GOOD STUFF	2,017.70	2,017.70	0130222101 4310	Econ Impact Aid Pacific Drive / Materials and Supplies
I22D0041	APPLE COMPUTER INC.	213.84	213.84	0130222101 4310	Econ Impact Aid Pacific Drive / Materials and Supplies
I22D0042	CULVER NEWLIN INC	623.38	623.38	4064650851 4350	Redevelop Pass Through Admin / Materials and Supplies
I22D0043	APPLE COMPUTER INC.	855.36	855.36	0130411109 4310	Site Discr Instruction Beechwd / Materials and Supplies
I22D0044	MEET THE MASTERS INC	742.00	742.00	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
I22D0045	BARNES AND NOBLE INC	193.19	193.19	0181215101 4310	Instr Mat Lottery Golden Hill / Materials and Supplies Instr
I22D0046	SCHOOL SPECIALTY	1,699.64	1,699.64	4064650851 4310	Redevelop Pass Through Admin / Materials and Supplies
I22D0047	APPLE COMPUTER INC.	62.64	62.64	0130410109 4310	Site Discretionary Inst Acacia / Materials and Supplies Inst
I22D0048	APPLE COMPUTER INC.	211.68	211.68	0130423179 4310	Video Art Production Parks / Materials and Supplies Instr
I22D0049	HEINEMANN PUBLISHING	538.43	538.43	0130411109 4310	Site Discr Instruction Beechwd / Materials and Supplies
I22D0050	BRAINPOP LLC	1,495.00	1,495.00	0122420101 4310	Title III Limited Engl Nicolas / Materials and Supplies Inst
I22D0051	COASTAL PUBLISHING GROUP INC	982.90	982.90	0130215101 4310	Econ Impact Aid Golden Hill / Materials and Supplies Instr
I22D0052	BRAINPOP LLC	2,095.00	2,095.00	0130215101 4310	Econ Impact Aid Golden Hill / Materials and Supplies Instr
I22D0053	CONCEPTS SCHOOL AND OFFICE FUR	2,094.12	2,094.12	0130429279 4350	Site Discr Admin Woodcrest / Materials and Supplies

**FULLERTON ELEMENTARY**  
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I22D0054	CAROLINA BIOLOGICAL SUPPLY COM	409.23	409.23	0130411109 4310	Site Discr Instruction Beechwd / Materials and Supplies
I22D0055	SUPPLY MASTER	63.43	63.43	0130230101 4310	Economic Impact Aid Fisler / Materials and Supplies Instr
I22D0056	SOUTHPAW ENTERPRISES	899.76	899.76	0125554391 4310	LEA Medi Cal Reimb Autism OT / Materials and Supplies
I22D0057	BOOKHEADED LLC	5,000.00	5,000.00	0130223101 4310	Economic Impact Aid Parks / Materials and Supplies Instr
I22D0058	LAKESHORE LEARNING	721.33	721.33	0125554391 4310	LEA Medi Cal Reimb Autism OT / Materials and Supplies
I22D0059	OFFICE DEPOT BUSINESS SERVICE	187.90	187.90	0125554391 4350	LEA Medi Cal Reimb Autism OT / Materials and Supplies
I22D0060	HEINEMANN PUBLISHING	828.36	828.36	0130215101 4310	Econ Impact Aid Golden Hill / Materials and Supplies Instr
I22D0061	EDUCATORS PUBLISHING SERVICE	814.96	814.96	0130216101 4310	Econ Impact Aid Hermosa Drive / Materials and Supplies
I22D0062	NATURE EXPLORE	615.60	615.60	1208516101 4310	Childcare Instr Hermosa Drive / Materials and Supplies
I22D0063	OFFICE DEPOT BUSINESS SERVICE	502.93	251.43 251.50	1208511101 4310 1208513101 4310	Childcare Instr Beechwood / Materials and Supplies Instr Childcare Instr Fern Dr / Materials and Supplies Instr
I22D0064	CHALK SPINNER LLC	839.44	839.44	1208526101 4310	Childcare Instr Rolling Hills / Materials and Supplies Instr
I22D0065	KOHBURG INC	2,067.36	2,067.36	1208227101 4310	Child Devel Instr / Materials and Supplies Instr
I22D0066	KOHBURG INC	1,653.89	1,653.89	1208227101 4310	Child Devel Instr / Materials and Supplies Instr
I22D0067	NASCO WEST INC	2,581.51	2,581.51	1208227101 4310	Child Devel Instr / Materials and Supplies Instr
I22D0068	CULVER NEWLIN INC	337.71	337.71	0153050799 4350	Business Administration DC / Materials and Supplies
I22D0069	ALIMED	447.67	447.67	0130430109 4310	Site Discr Instruction Fisler / Materials and Supplies Instr
I22D0070	DICK BLICK ART MATERIALS	2,832.63	566.52 283.29 283.23 1,699.59	0139252261 4310 1208111101 4310 1208127101 4310 1231852101 4310	School Readiness Parent Partic / Materials and Supplies Instr Preschool Instr Beechwood / Materials and Supplies Instr Preschool Inst Sunset Lane / Materials and Supplies Instr Pre K Family Literacy Instr / Materials and Supplies Instr
I22D0071	DISCOUNT SCHOOL SUPPLY	570.79	570.79	1208526101 4310	Childcare Instr Rolling Hills / Materials and Supplies Instr
I22D0072	SOUTHWEST SCHOOL SUPPLY	228.81	114.41 114.40	1208510101 4310 1208526101 4310	Childcare Instr Acacia / Materials and Supplies Instr Childcare Instr Rolling Hills / Materials and Supplies Instr
I22D0073	S&S WORLDWIDE INC	1,159.42	1,159.42	1208526101 4310	Childcare Instr Rolling Hills / Materials and Supplies Instr

**FULLERTON ELEMENTARY**  
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I22D0074	S&S WORLDWIDE INC	122.42	122.42	1208526101 4310	Childcare Instr Rolling Hills / Materials and Supplies Instr
I22D0075	LAKESHORE LEARNING	3,580.93	3,580.93	1208526101 4310	Childcare Instr Rolling Hills / Materials and Supplies Instr
I22D0076	NASCO WEST INC	4,781.24	956.23	0139252261 4310	School Readiness Parent Partic / Materials and Supplies Inst
			478.13	1208111101 4310	Preschool Instr Beechwood / Materials and Supplies Instr
			478.13	1208127101 4310	Preschool Inst Sunset Lane / Materials and Supplies Instr
			2,868.75	1231852101 4310	Pre K Family Literacy Instr / Materials and Supplies Instr
I22D0077	DISCOUNT SCHOOL SUPPLY	731.46	731.46	1208526101 4310	Childcare Instr Rolling Hills / Materials and Supplies Instr
I22L0001	CLASS LEASING LLC	8,800.08	8,800.08	2567125819 5630	Facility Improve Rent Richman / Rents and Leases
I22L0002	NEOPOST INC.	699.84	699.84	0153050799 5630	Business Administration DC / Rents and Leases
I22M0001	ACT SYSTEMS	2,100.00	2,100.00	0153353819 5810	Plant Maintenance DC / Data Processing Services
I22M0002	FULLERTON, CITY OF	129,930.00	129,930.00	0154753849 5899	Grounds Discretionary / Other Expenses
I22M0003	ORANGE COUNTY PUBLIC SAFETY	14,400.00	14,400.00	0154950839 5800	Security / Other Contracted Services
I22M0004	COALITION ADEQUATE SCHOOL HOUS	809.00	809.00	0153353819 5310	Plant Maintenance DC / Dues and Memberships
I22M0005	CASBO	270.00	270.00	0153353819 5310	Plant Maintenance DC / Dues and Memberships
I22M0006	SCHOLTEN ROOFING SERVICE CO	6,800.00	6,800.00	1453329859 5640	Deferred Maint Fac Woodcrest / Repairs by Vendors
I22M0007	DBMC INC	14,883.00	14,883.00	4064650851 6200	Redevelop Pass Through Admin / Buildings and Improve of
I22M0008	PRO LINE GYM FLOORS INC	4,400.00	4,400.00	1453317859 5640	Deferred Maint Fac Ladera Vsta / Repairs by Vendors
I22M0009	IDS MECHANICAL ENGINEERS INC	23,420.00	23,420.00	2567150851 6200	Facilities / Buildings and Improve of Build
I22M0010	DBMC INC	3,725.00	3,725.00	4064650851 6200	Redevelop Pass Through Admin / Buildings and Improve of
I22M0011	DBMC INC	14,980.00	14,980.00	4064650851 6200	Redevelop Pass Through Admin / Buildings and Improve of
I22M0012	DBMC INC	7,480.00	7,480.00	0108627859 6200	Trans Kinder Facil Sunset Lane / Buildings and Improve of
I22M0013	ASTRO PAINTING COMPANY INC	11,300.00	11,300.00	4064650851 6200	Redevelop Pass Through Admin / Buildings and Improve of
I22M0014	QUICK CRETE PRODUCTS CORP	4,000.32	4,000.32	2567121859 6100	Facilities Improvement OT / Sites and Site Improvements
I22M0015	ORTIZ TRACTOR SERVICE	6,900.00	6,900.00	1453327819 5640	Deferred Maint Sunset Lane / Repairs by Vendors
I22M0016	INTEGRITY ELECTRIC	14,985.00	14,985.00	1453350859 5640	Deferred Maint Facilities / Repairs by Vendors

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I22M0017	SIGNATURE COMMERCIAL FLOOR COV	8,650.00	1,650.00	0108613859 6200	Trans Kinder Facil Fern Drive / Buildings and Improve of
			1,650.00	0108621859 6200	TransKinder Facil Orangethorpe / Buildings and Improve of
			2,150.00	0108622859 6200	Trans Kinder Facil Pacific Dr / Buildings and Improve of
			3,200.00	0108627859 6200	Trans Kinder Facil Sunset Lane / Buildings and Improve of
I22M0018	SIGNATURE COMMERCIAL FLOOR COV	15,700.00	15,700.00	4064650851 6200	Redevelop Pass Through Admin / Buildings and Improve of
I22M0019	SIGNATURE COMMERCIAL FLOOR COV	1,750.00	1,750.00	4064650851 6200	Redevelop Pass Through Admin / Buildings and Improve of
I22M0020	TANDUS CENTIVA US LLC	4,154.43	4,154.43	4064650851 6200	Redevelop Pass Through Admin / Buildings and Improve of
I22M0021	TANDUS CENTIVA US LLC	8,844.64	8,844.64	4064650851 6200	Redevelop Pass Through Admin / Buildings and Improve of
I22M0022	TANDUS CENTIVA US LLC	13,903.26	2,583.85	0108613859 6200	Trans Kinder Facil Fern Drive / Buildings and Improve of
			2,583.85	0108621859 6200	TransKinder Facil Orangethorpe / Buildings and Improve of
			3,637.49	0108622859 6200	Trans Kinder Facil Pacific Dr / Buildings and Improve of
			5,098.07	0108627859 6200	Trans Kinder Facil Sunset Lane / Buildings and Improve of
I22M0023	SUNDANCE PAINTING COMPANY	7,375.00	1,975.00	0108613859 6200	Trans Kinder Facil Fern Drive / Buildings and Improve of
			1,450.00	0108621859 6200	TransKinder Facil Orangethorpe / Buildings and Improve of
			3,950.00	0108627859 6200	Trans Kinder Facil Sunset Lane / Buildings and Improve of
I22M0024	SUNDANCE PAINTING COMPANY	3,950.00	3,950.00	1453321819 5640	Deferred Maint Orangethorpe / Repairs by Vendors
I22M0025	SUNDANCE PAINTING COMPANY	2,750.00	2,750.00	4064650851 6200	Redevelop Pass Through Admin / Buildings and Improve of
I22M0026	DBMC INC	14,875.00	14,875.00	2567121859 6100	Facilities Improvement OT / Sites and Site Improvements
I22M0027	A 1 FENCE COMPANY	11,521.44	11,521.44	2567121859 6100	Facilities Improvement OT / Sites and Site Improvements
I22M0028	DAVE BANG ASSOCIATES INC	1,323.82	1,323.82	2567121859 6100	Facilities Improvement OT / Sites and Site Improvements
I22M0029	A 1 FENCE COMPANY	6,767.28	6,767.28	2567121859 6100	Facilities Improvement OT / Sites and Site Improvements
I22M0030	A 1 FENCE COMPANY	6,570.72	6,570.72	2567121859 6100	Facilities Improvement OT / Sites and Site Improvements
I22M0031	DBMC INC	7,188.00	7,188.00	4064650851 6200	Redevelop Pass Through Admin / Buildings and Improve of
I22M0032	KYA SERVICES LLC	7,573.50	7,573.50	4064650851 6200	Redevelop Pass Through Admin / Buildings and Improve of
I22M0033	KYA SERVICES LLC	7,442.67	7,442.67	4064650851 6200	Redevelop Pass Through Admin / Buildings and Improve of
I22M0034	KYA SERVICES LLC	2,392.24	2,392.24	4064650851 6200	Redevelop Pass Through Admin / Buildings and Improve of

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I22M0035	KYA SERVICES LLC	8,435.20	8,435.20	2567121859 6100	Facilities Improvement OT / Sites and Site Improvements
I22M0036	CENTURY PAVING INC	111,000.00	111,000.00	1453350859 5640	Deferred Maint Facilities / Repairs by Vendors
I22M0037	VISTA PAINT	760.10	760.10	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22M0038	MULCH MASTER	83,995.20	41,997.60	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
			41,997.60	0154753849 5640	Grounds Discretionary / Repairs by Vendors
I22M0039	A 1 FENCE COMPANY	129.60	129.60	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22M0040	AMERICAN FIRE SAFETY	1,044.54	1,044.54	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22M0041	FULLERTON, CITY OF	96.00	96.00	0153353819 5899	Plant Maintenance DC / Other Expenses
I22M0042	IMPERIAL BUILDING MATERIALS	93.36	93.36	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22M0043	AIR FILTRATION SOLUTIONS	10,800.00	10,800.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22M0044	COUNTERTOPS EXPRESS	8,100.00	8,100.00	4064650851 6100	Redevelop Pass Through Admin / Sites and Site
I22M0045	MARVAIR	199.32	199.32	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22M0046	MIRACLE RECREATION EQUIPMENT C	5,770.79	5,770.79	1453325819 4363	Deferred Maint Richman School / Materials and Supplies
I22M0047	AMERICAN FIRE SAFETY	10,000.00	10,000.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
I22M0048	ACOUSTICAL MATERIAL SERVICE	809.21	809.21	4064650851 6200	Redevelop Pass Through Admin / Buildings and Improve of
I22M0049	DAMOE PAINTING	3,400.00	3,400.00	2567121859 6100	Facilities Improvement OT / Sites and Site Improvements
I22M0050	SIGNATURE COMMERCIAL FLOOR COV	2,600.00	2,600.00	4064650851 6200	Redevelop Pass Through Admin / Buildings and Improve of
I22M0051	KYA SERVICES LLC	5,312.03	5,312.03	4064650851 6200	Redevelop Pass Through Admin / Buildings and Improve of
I22M0052	HARDY INC, CHARLES G	2,396.21	2,396.21	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22M0053	MCMaster CARR SUPPLY COMPANY	374.00	374.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22M0054	VISTA PAINT	551.45	551.45	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22M0055	WATER ONE	1,000.00	1,000.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
I22R0001	DOCUMENT TRACKING SERVICES LLC	4,840.00	4,840.00	0130252101 5899	Econ Impact Aid Instruct Distr / Other Expenses
I22R0002	COMPANION CORPORATION	32,724.00	32,724.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services

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I22R0003	COMPLETE BUSINESS SYSTEMS	1,900.00	1,900.00	0130425109 4310	Site Discr Instruction Richman / Materials and Supplies Instr
I22R0004	COMPLETE BUSINESS SYSTEMS	950.00	950.00	0121221101 4310	Title I Orangethorpe Instr / Materials and Supplies Instr
I22R0005	COMPLETE BUSINESS SYSTEMS	1,900.00	1,900.00	0130228101 4310	Econ Impact Aid Valencia Park / Materials and Supplies
I22R0006	IXL MEMBERSHIP SERVICES	1,250.00	1,250.00	0130228101 4310	Econ Impact Aid Valencia Park / Materials and Supplies
I22R0007	MIND INSTITUTE	8,999.00	8,999.00	0181225101 4310	Instr Mat Lottery Richman Inst / Materials and Supplies Instr
I22R0008	MIND INSTITUTE	3,750.00	3,750.00	0130222101 4310	Econ Impact Aid Pacific Drive / Materials and Supplies
I22R0009	SYNCED SOLUTION LLC, THE	70,000.00	70,000.00	0181250101 4310	Lottery Textbook Instr Exp / Materials and Supplies Instr
I22R0010	PNC EQUIPMENT FINANCE	135,615.81	1,224.55	2144116911 7438	Debt Service Payment Hermosa / Debt Service Interest
			28,610.93	2144116911 7439	Debt Service Payment Hermosa / Debt Service Principle
			143.13	2144120911 7438	Debt Service Payment Nicolas / Debt Service Interest
			3,344.13	2144120911 7439	Debt Service Payment Nicolas / Debt Service Principle
			4,198.45	2144130911 7438	Debt Service Payment Fisler / Debt Service Interest
			98,094.62	2144130911 7439	Debt Service Payment Fisler / Debt Service Principle
I22R0011	CSI LEASING INC	210,125.14	2,096.26	2144116911 7438	Debt Service Payment Hermosa / Debt Service Interest
			30,511.18	2144116911 7439	Debt Service Payment Hermosa / Debt Service Principle
			595.64	2144120911 7438	Debt Service Payment Nicolas / Debt Service Interest
			8,121.90	2144120911 7439	Debt Service Payment Nicolas / Debt Service Principle
			11,070.38	2144130911 7438	Debt Service Payment Fisler / Debt Service Interest
			153,665.37	2144130911 7439	Debt Service Payment Fisler / Debt Service Principle
			201.11	2144157911 7438	Debt Service Payment Info Srvc / Debt Service Interest
			3,863.30	2144157911 7439	Debt Service Payment Info Srvc / Debt Service Principle
I22R0012	CALIF MUNICIPAL STATISTICS INC	300.00	300.00	0153050799 5805	Business Administration DC / Consultants
I22R0013	CAPITAL ONE PUBLIC FUNDING	526,720.00	206,720.00	0172050911 7438	Debt Service / Debt Service Interest
			320,000.00	0172050911 7439	Debt Service / Debt Service Principle
I22R0014	NATIONAL JUNIOR HONOR SOCIETY	85.00	85.00	0130430109 4310	Site Discr Instruction Fisler / Materials and Supplies Instr
I22R0015	COLONIAL CHESTERFIELD AT RILEY	1,785.00	1,785.00	0111630101 5850	Donation Discretionary Fisler / Admission Fees
I22R0016	MATRIX IMAGING PRODUCTS INC	5,012.00	5,012.00	0151055339 5800	Child Welfare and AttendanceDC / Other Contracted



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I22R0017	NATIONAL ELEMENTARY HONOR SOCI	114.00	114.00	0130219101 4310	Economic Impact Aid Maple / Materials and Supplies Instr
I22R0018	RENAISSANCE LEARNING INC	6,711.50	6,711.50	0130228101 4310	Econ Impact Aid Valencia Park / Materials and Supplies
I22R0019	RENAISSANCE LEARNING INC	5,768.50	5,768.50	0121225241 4310	Title I Richman Instr Media / Materials and Supplies Instr
I22R0020	ASSOCIATION FOR SUPERVISION CUR	89.00	89.00	0130219101 4310	Economic Impact Aid Maple / Materials and Supplies Instr
I22R0021	PEARSON SCHOOL SYSTEMS	63,436.25	63,436.25	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
I22R0022	PEARSON SCHOOL SYSTEMS	1,500.00	1,500.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
I22R0023	EXPLORELEARNING	17,955.00	17,955.00	0140955249 4310	Info Systems Serv Media DC / Materials and Supplies Instr
I22R0024	PEARSON ASSESSMENT INC	377.60	377.60	0125354321 4315	SpEd Section619 Psychological / Materials Test Kits
I22R0025	WESTERN PSYCHOLOGICAL SERVICES	201.78	201.78	0125354321 4315	SpEd Section619 Psychological / Materials Test Kits
I22R0026	LAKESHORE LEARNING	1,079.73	1,079.73	0113054101 4315	Resource Specialist Program / Materials Test Kits Protocols
I22R0027	CALIFORNIA CHILD DEVELOPMENT	250.00	250.00	0132952101 5310	Afr Schl Ed Sfty Grt Cohort 6 / Dues and Memberships
I22R0028	SOLUTION TREE LLC	2,144.76	2,144.76	0121252101 4200	Title I District Instruction / Books Other Than Textbooks
I22R0029	FRONTLINE PLACEMENT TECHNOLOGI	11,915.20	11,915.20	0155351749 5800	Cert Personnel Admin Sub Call / Other Contracted Services
I22R0030	CUMMINS ALLISON CORPORATION	217.06	27.86	0153050799 4350	Business Administration DC / Materials and Supplies
			189.20	0153050799 5630	Business Administration DC / Rents and Leases
I22R0031	PRIORITY MAILING SYSTEMS INC	834.00	834.00	0153050799 5630	Business Administration DC / Rents and Leases
I22R0032	RENAISSANCE LEARNING INC	3,986.50	3,986.50	0181219101 4310	Instr Mat Lottery Maple Instru / Materials and Supplies Inst
I22R0033	EDUCATIONAL DATA SYSTEMS	2,600.00	2,600.00	0150755109 4310	CELDT Testing Instr (Mandate) / Materials and Supplies
I22R0034	NATIONAL JUNIOR HONOR SOCIETY	85.00	85.00	0109211109 4310	Sch Theme Resrch Instr Beechwd / Materials and Supplies
I22R0035	APPLE COMPUTER INC.	1,303.68	1,303.68	0110326109 4310	Reimburse Rolling Hills Disc / Materials and Supplies Instr
I22R0036	CODESP	1,850.00	1,850.00	0152258749 5310	Personnel Commission Discret / Dues and Memberships
I22R0037	PERSONNEL COMMISSIONERS ASSOCI	40.00	40.00	0152258749 5310	Personnel Commission Discret / Dues and Memberships
I22R0038	INTERNATIONAL PERSONNEL MGMNT	390.00	390.00	0152258749 5310	Personnel Commission Discret / Dues and Memberships
I22R0039	FOLLETT SCHOOL SOLUTIONS INC	340.00	340.00	0130223101 4310	Economic Impact Aid Parks / Materials and Supplies Instr

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I22R0040	APPLE COMPUTER INC.	867.84	867.84	0152151749 4350	Personnel Serv Certificated DC / Materials and Supplies
I22R0041	RENAISSANCE LEARNING INC	6,699.00	6,699.00	0181230101 4310	Instr Mat Lottery Fisler Instr / Materials and Supplies Inst
I22R0042	SCHOOLS EXCESS LIABILITY FUND	14,065.00	14,065.00	8152451741 5450	Property and Liability / Insurance Premiums
I22R0043	SMARTETOOLS INC	35,000.00	35,000.00	0153050799 5810	Business Administration DC / Data Processing Services
I22R0044	ORANGE CNTY DEPARTMENT OF EDUC	69,757.20	69,757.20	0153050799 5810	Business Administration DC / Data Processing Services
I22R0045	AMERICAN INSTITUTE OF CERTIFIE	335.00	335.00	0153750799 5310	Business Administration DC / Dues and Memberships
I22R0046	STAPLES 025724519	47.50	47.50	0153050799 4350	Business Administration DC / Materials and Supplies
I22V0001	CONCEPTS SCHOOL AND OFFICE FUR	1,833.84	1,833.84	4064650851 6410	Redevelop Pass Through Admin / New Equip Less Than
I22V0002	MAC TO SCHOOL	81,043.20	81,043.20	0140955249 6450	Info Systems Serv Media DC / Repl Equip Less Than
I22V0003	GST INC	312,231.50	54,079.20	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
			34,585.20	0140955249 5640	Info Systems Serv Media DC / Repairs by Vendors
			223,567.10	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
I22V0004	CULVER NEWLIN INC	27,188.14	1,142.38	4064650851 4310	Redevelop Pass Through Admin / Materials and Supplies
			26,045.76	4064650851 6410	Redevelop Pass Through Admin / New Equip Less Than
I22V0005	APPLE COMPUTER INC.	1,104,639.97	475,000.00	0138252101 6410	Common Core Standards Instr / New Equip Less Than
			629,639.97	0140955109 6410	Information Systems Serv Instr / New Equip Less Than
I22V0006	SCHOOL SPECIALTY	13,617.79	11,096.71	4064650851 4310	Redevelop Pass Through Admin / Materials and Supplies
			2,521.08	4064650851 6410	Redevelop Pass Through Admin / New Equip Less Than
I22V0007	SCHOOL SPECIALTY	13,883.33	4,380.94	4064650851 4310	Redevelop Pass Through Admin / Materials and Supplies
			9,502.39	4064650851 6410	Redevelop Pass Through Admin / New Equip Less Than
I22V0008	APPLE COMPUTER INC.	1,151.99	1,151.99	0130419109 6410	Site Discr Instruction Maple / New Equip Less Than
I22V0009	APPLE COMPUTER INC.	2,301.84	2,301.84	0130410109 6410	Site Discretionary Inst Acacia / New Equip Less Than
I22V0010	APPLE COMPUTER INC.	18,995.04	36.00	0130426109 4310	Site Discr Instruction Rolling / Materials and Supplies Inst
			18,959.04	0130426109 6410	Site Discr Instruction Rolling / New Equip Less Than
I22V0011	APPLE COMPUTER INC.	20,812.80	20,812.80	0111919101 6410	Phelps Grant Maple / New Equip Less Than \$10,000
I22V0012	APPLE COMPUTER INC.	36,422.40	36,422.40	0130210101 6410	Econ Impact Aid Acacia / New Equip Less Than \$10,000

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I22V0013	CONCEPTS SCHOOL AND OFFICE FUR	6,987.60	6,987.60	0111617101 6410	Donation Instr Ladera Vista / New Equip Less Than
I22V0014	AARDVARK CLAY AND SUPPLIES	6,652.80	5,211.00	4064650851 6410	Redevelop Pass Through Admin / New Equip Less Than
			1,441.80	4064650851 6450	Redevelop Pass Through Admin / Repl Equip Less Than
I22V0015	TAYLOR'S APPLIANCE	5,703.44	5,703.44	2567150851 6410	Facilities / New Equip Less Than \$10,000
I22V0016	CONCEPTS SCHOOL AND OFFICE FUR	2,516.40	2,516.40	0111611101 6410	Donation Instr Beechwood / New Equip Less Than \$10,000
I22V0017	APPLE COMPUTER INC.	11,584.51	256.99	0160690371 4350	Food Services / Materials and Supplies Office
			11,327.52	0160690371 6450	Food Services / Repl Equip Less Than \$10,000
I22V0018	APPLE COMPUTER INC.	3,723.01	171.66	2567121859 4310	Facilities Improvement OT / Materials and Supplies Instr
			1,689.84	2567121859 6410	Facilities Improvement OT / New Equip Less Than \$10,000
			171.67	2567127859 4310	Facilities Improvement Sunset / Materials and Supplies
			1,689.84	2567127859 6410	Facilities Improvement Sunset / New Equip Less Than
I22V0019	COMMUNITY PLAYTHINGS	3,558.60	3,029.40	1208227101 4310	Child Devel Instr / Materials and Supplies Instr
			529.20	1208227101 6410	Child Devel Instr / New Equip Less Than \$10,000
I22V0020	APPLE COMPUTER INC.	3,255.84	3,255.84	0130421279 6410	Site Discr Admin Orangethorpe / New Equip Less Than
I22V0021	APPLE COMPUTER INC.	24,755.01	1,119.21	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
			23,635.80	0140955249 6410	Info Systems Serv Media DC / New Equip Less Than
I22V0022	CDW.G	1,176.64	1,176.64	0140955249 6450	Info Systems Serv Media DC / Repl Equip Less Than
I22V0023	LIGHTSPEED TECHNOLOGIES INC	22,985.39	22,985.39	0144255109 6410	Tech Services Donation Instr / New Equip Less Than
I22X0001	SOUTHWEST SCHOOL SUPPLY	15,000.00	14,000.00	0130230101 4310	Economic Impact Aid Fisler / Materials and Supplies Instr
			1,000.00	0130430109 4310	Site Discr Instruction Fisler / Materials and Supplies Instr
I22X0002	SOUTHWEST SCHOOL SUPPLY	6,000.00	6,000.00	0130415109 4310	Site Discr Instruction Golden / Materials and Supplies Instr
I22X0003	SOUTHWEST SCHOOL SUPPLY	15,000.00	15,000.00	0130424109 4310	Site Discr Instruction Raymond / Materials and Supplies
I22X0004	SOUTHWEST SCHOOL SUPPLY	8,000.00	4,000.00	0130217101 4310	Econ Impact Aid Ladera Vista / Materials and Supplies
			4,000.00	0130417109 4310	Site Discr Instruction Ladera / Materials and Supplies Instr
I22X0005	SOUTHWEST SCHOOL SUPPLY	15,000.00	10,000.00	0130223101 4310	Economic Impact Aid Parks / Materials and Supplies Instr
			5,000.00	0130423109 4310	Site Discr Instruction Parks / Materials and Supplies Instr

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I22X0006	SOUTHWEST SCHOOL SUPPLY	10,000.00	10,000.00	0130412109 4310	Site Discr Instr Commonwealth / Materials and Supplies
I22X0007	SOUTHWEST SCHOOL SUPPLY	21,500.00	1,000.00	0109418102 4310	School Foundation Instr Laguna / Materials and Supplies
			1,750.00	0111618101 4310	Donation Instruction Laguna Rd / Materials and Supplies
			18,750.00	0130418109 4310	Site Discr Instr Laguna Road / Materials and Supplies Instr
I22X0008	SOUTHWEST SCHOOL SUPPLY	5,000.00	5,000.00	0130426109 4310	Site Discr Instruction Rolling / Materials and Supplies Instr
I22X0009	SOUTHWEST SCHOOL SUPPLY	4,175.00	4,175.00	0130421109 4310	Site Discr Instr Orangethorpe / Materials and Supplies Instr
I22X0010	SOUTHWEST SCHOOL SUPPLY	2,200.00	200.00	0110313109 4310	Reimburse Fern Disc / Materials and Supplies Instr
			2,000.00	0130413109 4310	Site Discr Instruction Fern Dr / Materials and Supplies Instr
I22X0011	SOUTHWEST SCHOOL SUPPLY	25,000.00	25,000.00	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
I22X0012	SOUTHWEST SCHOOL SUPPLY	6,000.00	6,000.00	0130219101 4310	Economic Impact Aid Maple / Materials and Supplies Instr
I22X0013	SOUTHWEST SCHOOL SUPPLY	8,000.00	8,000.00	0130220101 4310	Econ Impact Aid Nicolas / Materials and Supplies Instr
I22X0014	SOUTHWEST SCHOOL SUPPLY	26,000.00	26,000.00	0130228101 4310	Econ Impact Aid Valencia Park / Materials and Supplies
I22X0015	SOUTHWEST SCHOOL SUPPLY	7,000.00	7,000.00	0130427109 4310	Site Discr Instr Sunset Lane / Materials and Supplies Instr
I22X0016	SOUTHWEST SCHOOL SUPPLY	10,000.00	10,000.00	0130429109 4310	Site Discr Instr Woodcrest / Materials and Supplies Instr
I22X0017	SOUTHWEST SCHOOL SUPPLY	10,000.00	10,000.00	0130411109 4310	Site Discr Instruction Beechwd / Materials and Supplies
I22X0018	SOUTHWEST SCHOOL SUPPLY	8,000.00	8,000.00	0130416109 4310	Site Discr Instruction Hermosa / Materials and Supplies Instr
I22X0019	SOLUTION TREE LLC	28,400.00	28,400.00	0121252101 5805	Title I District Instruction / Consultants
I22X0020	SOUTHWEST SCHOOL SUPPLY	7,000.00	2,000.00	0130210101 4310	Econ Impact Aid Acacia / Materials and Supplies Instr
			5,000.00	0130410109 4310	Site Discretionary Inst Acacia / Materials and Supplies Instr
I22X0021	SOUTHWEST SCHOOL SUPPLY	20,000.00	20,000.00	0130222101 4310	Econ Impact Aid Pacific Drive / Materials and Supplies
I22X0022	ALBERTSON'S LLC	700.00	500.00	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
			200.00	0130430109 4310	Site Discr Instruction Fisler / Materials and Supplies Instr
I22X0023	SOUTHWEST SCHOOL SUPPLY	2,500.00	2,500.00	0140155239 4350	Curriculum Development Discret / Materials and Supplies
I22X0024	SMART AND FINAL STORES CORPORA	1,500.00	1,500.00	0140155239 4350	Curriculum Development Discret / Materials and Supplies
I22X0025	COSTCO WHOLESALE	1,500.00	1,500.00	0140155239 4350	Curriculum Development Discret / Materials and Supplies

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<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I22X0026	STAPLES 025724519	300.00	300.00	0140155239 4350	Curriculum Development Discret / Materials and Supplies
I22X0027	COSTCO WHOLESALE	500.00	500.00	0130219101 4310	Economic Impact Aid Maple / Materials and Supplies Instr
I22X0028	CM SCHOOL SUPPLY COMPANY	100.00	100.00	0130219101 4310	Economic Impact Aid Maple / Materials and Supplies Instr
I22X0029	BUENA PARK PLAQUE AND TROPHY	150.00	150.00	0121220101 4310	Title I Nicolas Instruction / Materials and Supplies Instr
I22X0030	FULLERTON JOINT UHSD	600.00	600.00	0130420109 4310	Site Discr Instruction Nicolas / Materials and Supplies Inst
I22X0031	SMART AND FINAL STORES CORPORA	500.00	500.00	0130420159 4310	Practical Arts Nicolas / Materials and Supplies Instr
I22X0032	STATER BROS	250.00	250.00	0130420159 4310	Practical Arts Nicolas / Materials and Supplies Instr
I22X0033	SMART AND FINAL STORES CORPORA	1,000.00	1,000.00	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
I22X0034	STAPLES 025724519	500.00	500.00	0130225101 4310	Economic Impact Aid Richman / Materials and Supplies
I22X0035	COSTCO WHOLESALE	1,000.00	1,000.00	0142054201 4350	Special Ed Administration / Materials and Supplies Office
I22X0036	COSTCO WHOLESALE	500.00	500.00	0151354341 4350	Health Services / Materials and Supplies Office
I22X0037	PAPER RECYCLING SHREDDING	1,000.00	1,000.00	0142054201 4350	Special Ed Administration / Materials and Supplies Office
I22X0038	SOUTHWEST SCHOOL SUPPLY	2,000.00	2,000.00	0142054201 4350	Special Ed Administration / Materials and Supplies Office
I22X0039	SOUTHWEST SCHOOL SUPPLY	300.00	300.00	0151354341 4350	Health Services / Materials and Supplies Office
I22X0040	COSTCO WHOLESALE	500.00	500.00	0150554101 4310	Occup Therapy Autism Instr / Materials and Supplies Instr
I22X0041	COSTCO WHOLESALE	500.00	500.00	0150454101 4310	Sp Ed Mental Hlth Supp Instr / Materials and Supplies Instr
I22X0042	SOUTHWEST SCHOOL SUPPLY	300.00	300.00	0150554101 4310	Occup Therapy Autism Instr / Materials and Supplies Instr
I22X0043	SOUTHWEST SCHOOL SUPPLY	300.00	300.00	0150454101 4310	Sp Ed Mental Hlth Supp Instr / Materials and Supplies Instr
I22X0044	SOUTHWEST SCHOOL SUPPLY	300.00	300.00	0150554101 4310	Occup Therapy Autism Instr / Materials and Supplies Instr
I22X0045	SOUTHWEST SCHOOL SUPPLY	2,500.00	2,500.00	0130252221 4350	Econ Imp Aid Instr Staff Devel / Materials and Supplies
I22X0046	COSTCO WHOLESALE	1,000.00	1,000.00	0130252221 4350	Econ Imp Aid Instr Staff Devel / Materials and Supplies
I22X0047	STAPLES 025724519	500.00	500.00	0130252221 4350	Econ Imp Aid Instr Staff Devel / Materials and Supplies
I22X0048	STAPLES 025724519	2,000.00	2,000.00	0130228101 4310	Econ Impact Aid Valencia Park / Materials and Supplies
I22X0049	SMART AND FINAL STORES CORPORA	1,000.00	500.00	0130228101 4310	Econ Impact Aid Valencia Park / Materials and Supplies

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I22X0049	*** CONTINUED ***				
			500.00	0130428109 4310	Site Discr Instr Valencia Park / Materials and Supplies Inst
I22X0050	COSTCO WHOLESALE	1,000.00	500.00	0130228101 4310	Econ Impact Aid Valencia Park / Materials and Supplies
			500.00	0130428109 4310	Site Discr Instr Valencia Park / Materials and Supplies Inst
I22X0051	HOME DEPOT, THE	600.00	200.00	0130212101 4310	Econ Impact Aid Commonwealth / Materials and Supplies
			400.00	0130412109 4310	Site Discr Instr Commonwealth / Materials and Supplies
I22X0052	COSTCO WHOLESALE	700.00	200.00	0130212101 4310	Econ Impact Aid Commonwealth / Materials and Supplies
			500.00	0130412109 4310	Site Discr Instr Commonwealth / Materials and Supplies
I22X0053	PAPER RECYCLING SHREDDING	200.00	200.00	0130412109 4310	Site Discr Instr Commonwealth / Materials and Supplies
I22X0054	COSTCO WHOLESALE	700.00	700.00	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
I22X0055	AVID CENTER	5,492.00	5,492.00	0130252101 5899	Econ Impact Aid Instruct Distr / Other Expenses
I22X0056	EARTHQUAKE MANAGEMENT	25,000.00	25,000.00	8152451741 4363	Property and Liability / Materials and Supplies Repairs
I22X0057	IRVINE RANCH OUTDOOR EDUCATION	26,265.00	26,265.00	0111630101 4310	Donation Discretionary Fisler / Materials and Supplies Instr
I22X0058	FULLERTON, CITY OF	31,460.13	31,460.13	2567150911 7439	Facil Impr Debt Service Maple / Debt Service Principle
I22X0059	DECISION INSIGHT LLC	15,080.00	15,080.00	2567150859 5805	Facilities Improvement Central / Consultants
I22X0060	US BANK	3,200.00	3,200.00	4067750851 5805	CC Facilities / Consultants
I22X0061	NIGRO AND NIGRO PC	1,200.00	1,200.00	0153050799 5805	Business Administration DC / Consultants
I22X0062	BEST BEST AND KRIEGER LLP	58,000.00	40,000.00	0152151749 5825	Personnel Serv Certificated DC / Legal Assistance
			18,000.00	0152351709 5825	Contract Admin Discret / Legal Assistance
I22X0063	RUTAN AND TUCKER	5,000.00	5,000.00	0152151749 5825	Personnel Serv Certificated DC / Legal Assistance
I22X0064	CHIDESTER AND ASSOCIATES, MAR	5,000.00	5,000.00	0152151749 5825	Personnel Serv Certificated DC / Legal Assistance
I22X0065	SOUTHWEST SCHOOL SUPPLY	2,000.00	2,000.00	0152151749 4350	Personnel Serv Certificated DC / Materials and Supplies
I22X0066	COSTCO WHOLESALE	1,000.00	1,000.00	0152151749 4350	Personnel Serv Certificated DC / Materials and Supplies
I22X0067	STAPLES 025724519	1,000.00	1,000.00	0152151749 4350	Personnel Serv Certificated DC / Materials and Supplies
I22X0068	AT&T MOBILITY	1,500.00	1,500.00	0152151749 5900	Personnel Serv Certificated DC / Communications

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I22X0069	BUENA PARK PLAQUE AND TROPHY	1,500.00	1,500.00	0152151749 5895	Personnel Serv Certificated DC / Service Awards
I22X0070	FULLERTON ELEMENTARY TEACHERS	1,500.00	1,500.00	0152151749 5899	Personnel Serv Certificated DC / Other Expenses
I22X0071	SOFTWARE SOLUTIONS SUPPLY INC	1,000.00	1,000.00	0155351729 4350	Cert Personnel Dist Admin Exp / Materials and Supplies
I22X0072	EPSON AMERICA INC	5,000.00	5,000.00	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
I22X0073	FRY'S ELECTRONICS	5,000.00	5,000.00	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
I22X0074	FULLERTON HARDWARE	500.00	500.00	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
I22X0075	GRAYBAR ELECTRIC COMPANY	500.00	500.00	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
I22X0076	HOME DEPOT, THE	750.00	750.00	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
I22X0077	ORVAC ELECTRONICS	3,000.00	3,000.00	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
I22X0078	SOUTHWEST SCHOOL SUPPLY	150.00	150.00	0140955249 4350	Info Systems Serv Media DC / Materials and Supplies
I22X0079	UPS	1,300.00	1,000.00 300.00	0140955249 5901 0152950729 5901	Info Systems Serv Media DC / Communications Postage Districtwide Expenditures / Communications Postage
I22X0080	VERIZON WIRELESS	2,500.00	2,500.00	0140955249 5900	Info Systems Serv Media DC / Communications
I22X0081	SOUTHWEST SCHOOL SUPPLY	500.00	500.00	0152258749 4350	Personnel Commission Discret / Materials and Supplies
I22X0082	BUENA PARK PLAQUE AND TROPHY	1,200.00	1,200.00	0152258749 5895	Personnel Commission Discret / Service Awards
I22X0083	STATE OF CALIFORNIA	9,000.00	9,000.00	0152258749 5880	Personnel Commission Discret / Fingerprinting
I22X0084	ST JUDE HERITAGE HEALTH FOUNDA	3,000.00	3,000.00	0152258749 5875	Personnel Commission Discret / Medical Examinations
I22X0085	OCCUPATIONAL HEALTH CENTERS OF	7,000.00	7,000.00	0152258749 5875	Personnel Commission Discret / Medical Examinations
I22X0086	CDT INC	1,800.00	1,800.00	0152258749 5875	Personnel Commission Discret / Medical Examinations
I22X0087	CHIDESTER AND ASSOCIATES, MAR	3,000.00	3,000.00	0152258749 5825	Personnel Commission Discret / Legal Assistance
I22X0088	VERIZON WIRELESS	900.00	900.00	0152258749 5900	Personnel Commission Discret / Communications
I22X0089	APPLE COMPUTER INC.	100,000.00	100,000.00	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
I22X0090	COSTCO WHOLESALE	500.00	500.00	0140955249 4363	Info Systems Serv Media DC / Materials and Supplies
I22X0091	DATA BASED MARKETING OF	5,000.00	5,000.00	0140955249 5805	Info Systems Serv Media DC / Consultants

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I22X0092	STAPLES 025724519	250.00	250.00	0152258749 4350	Personnel Commission Discret / Materials and Supplies
I22X0093	ALBERTSON'S LLC	4,000.00	4,000.00	0130423159 4310	Food Parks Jr High / Materials and Supplies Instr
I22X0094	SMART AND FINAL STORES CORPORA	1,000.00	1,000.00	0130423159 4310	Food Parks Jr High / Materials and Supplies Instr
I22X0095	MARZANO RESEARCH LABORATORY	36,000.00	36,000.00	0130252271 5805	Econ Impact Aid Sch Admin Dist / Consultants
I22X0096	TENMARKS EDUCATION	725.00	725.00	0150855109 4310	District Testing Instruction / Materials and Supplies Instr
I22X0097	RAPTOR TECHNOLOGIES LLC	5,000.00	5,000.00	8152451741 4363	Property and Liability / Materials and Supplies Repairs
I22X0098	COSTCO WHOLESALE	1,500.00	1,500.00	0132952101 4310	Afr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
I22X0099	STATER BROS	1,000.00	1,000.00	0132952101 4310	Afr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
I22X0100	SMART AND FINAL STORES CORPORA	1,500.00	1,500.00	0132952101 4310	Afr Schl Ed Sfty Grt Cohort 6 / Materials and Supplies Inst
I22X0101	COSTCO WHOLESALE	500.00	500.00	1208510101 4310	Childcare Instr Acacia / Materials and Supplies Instr
I22X0102	COSTCO WHOLESALE	500.00	500.00	1208511101 4310	Childcare Instr Beechwood / Materials and Supplies Instr
I22X0103	COSTCO WHOLESALE	500.00	500.00	1208513101 4310	Childcare Instr Fern Dr / Materials and Supplies Instr
I22X0104	COSTCO WHOLESALE	500.00	500.00	1208530101 4310	Childcare Instr Fisler / Materials and Supplies Instr
I22X0105	COSTCO WHOLESALE	500.00	500.00	1208516101 4310	Childcare Instr Hermosa Drive / Materials and Supplies
I22X0106	COSTCO WHOLESALE	500.00	500.00	1208526101 4310	Childcare Instr Rolling Hills / Materials and Supplies Instr
I22X0107	COSTCO WHOLESALE	500.00	500.00	1208527101 4310	Childcare Instr Sunset Lane / Materials and Supplies Instr
I22X0108	COSTCO WHOLESALE	500.00	500.00	1208518101 4310	Childcare Instr Laguna Road / Materials and Supplies Instr
I22X0109	STATER BROS	250.00	250.00	1208510101 4310	Childcare Instr Acacia / Materials and Supplies Instr
I22X0110	STATER BROS	250.00	250.00	1208511101 4310	Childcare Instr Beechwood / Materials and Supplies Instr
I22X0111	STATER BROS	250.00	250.00	1208513101 4310	Childcare Instr Fern Dr / Materials and Supplies Instr
I22X0112	STATER BROS	250.00	250.00	1208530101 4310	Childcare Instr Fisler / Materials and Supplies Instr
I22X0113	STATER BROS	250.00	250.00	1208516101 4310	Childcare Instr Hermosa Drive / Materials and Supplies
I22X0114	STATER BROS	250.00	250.00	1208527101 4310	Childcare Instr Sunset Lane / Materials and Supplies Instr
I22X0115	STATER BROS	250.00	250.00	1208527101 4310	Childcare Instr Sunset Lane / Materials and Supplies Instr



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I22X0116	STATER BROS	250.00	250.00	1208518101 4310	Childcare Instr Laguna Road / Materials and Supplies Instr
I22X0117	SMART AND FINAL STORES CORPORA	500.00	500.00	1208510101 4310	Childcare Instr Acacia / Materials and Supplies Instr
I22X0118	SMART AND FINAL STORES CORPORA	500.00	500.00	1208511101 4310	Childcare Instr Beechwood / Materials and Supplies Instr
I22X0119	SMART AND FINAL STORES CORPORA	500.00	500.00	1208513101 4310	Childcare Instr Fern Dr / Materials and Supplies Instr
I22X0120	SMART AND FINAL STORES CORPORA	500.00	500.00	1208530101 4310	Childcare Instr Fisler / Materials and Supplies Instr
I22X0121	SMART AND FINAL STORES CORPORA	500.00	500.00	1208516101 4310	Childcare Instr Hermosa Drive / Materials and Supplies
I22X0122	SMART AND FINAL STORES CORPORA	500.00	500.00	1208526101 4310	Childcare Instr Rolling Hills / Materials and Supplies Instr
I22X0123	SMART AND FINAL STORES CORPORA	500.00	500.00	1208527101 4310	Childcare Instr Sunset Lane / Materials and Supplies Instr
I22X0124	SMART AND FINAL STORES CORPORA	500.00	500.00	1208518101 4310	Childcare Instr Laguna Road / Materials and Supplies Instr
I22X0125	COSTCO WHOLESALE	1,500.00	1,500.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
I22X0126	STATER BROS	1,500.00	1,500.00	1231019101 4310	Preschool Instruction / Materials and Supplies Instr
I22X0127	COSTCO WHOLESALE	500.00	500.00	1208111101 4310	Preschool Instr Beechwood / Materials and Supplies Instr
I22X0128	COSTCO WHOLESALE	500.00	500.00	1208127101 4310	Preschool Inst Sunset Lane / Materials and Supplies Instr
I22X0129	STATER BROS	250.00	250.00	1208111101 4310	Preschool Instr Beechwood / Materials and Supplies Instr
I22X0130	STATER BROS	250.00	250.00	1208127101 4310	Preschool Inst Sunset Lane / Materials and Supplies Instr
I22X0131	CSM CONSULTING INC	23,500.00	23,500.00	0140955249 5805	Info Systems Serv Media DC / Consultants
I22X0132	SOURCEGRAPHICS	7,870.93	6,500.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
			1,370.93	0151955769 5800	Copy Center Discretionary / Other Contracted Services
I22X0133	COSTCO WHOLESALE	1,000.00	1,000.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
I22X0134	OFFICE DEPOT BUSINESS SERVICE	1,100.00	1,100.00	0153750799 4350	Business Administration DC / Materials and Supplies
I22X0135	SOUTHWEST SCHOOL SUPPLY	2,000.00	2,000.00	0153750799 4350	Business Administration DC / Materials and Supplies
I22X0136	AT&T	10,000.00	10,000.00	0140955249 5810	Info Systems Serv Media DC / Data Processing Services
I22X0137	LANIER WORLDWIDE	20,596.00	2,700.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
			17,896.00	0151955769 5800	Copy Center Discretionary / Other Contracted Services

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I22X0138	STAPLES 025724519	1,000.00	1,000.00	0153050799 4350	Business Administration DC / Materials and Supplies
I22X0139	KELLY PAPER STORES	10,000.00	10,000.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
I22X0140	L A GRINDING	100.00	100.00	0151955769 5640	Copy Center Discretionary / Repairs by Vendors
I22X0141	PRINT PRINTING	10,000.00	10,000.00	0151955769 5860	Copy Center Discretionary / Printing Outside Vendor
I22X0142	OFFICE DEPOT BUSINESS SERVICE	5,000.00	5,000.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
I22X0143	SYSTEM ONE BUSINESS PRODUCTS I	4,500.00	2,700.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
			1,800.00	0151955769 5800	Copy Center Discretionary / Other Contracted Services
I22X0144	STAPLES 025724519	1,000.00	1,000.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
I22X0145	UTRECHT ART SUPPLIES	500.00	500.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
I22X0146	UNISOURCE	30,000.00	30,000.00	0151955769 4350	Copy Center Discretionary / Materials and Supplies Office
I22X0147	ADMINISTRATORS NORTHWEST INC	4,500.00	3,000.00	0152451749 3901	Risk Management Discretionary / Other Benefits
			1,500.00	0152451749 3902	Risk Management Discretionary / Other Benefits Classified
I22X0148	ARROWHEAD DRINKING WATER	20,000.00	20,000.00	0152950729 4350	Districtwide Expenditures / Materials and Supplies Office
I22X0149	AT&T	24,000.00	24,000.00	0154653821 5900	Utilities / Communications
I22X0150	BEST BEST AND KRIEGER LLP	2,000.00	2,000.00	0153750799 5825	Business Administration DC / Legal Assistance
I22X0151	FULLERTON WATER DEPARTMENT, CI	293,000.00	290,000.00	0154653821 5504	Utilities / Utilities Water
			3,000.00	0160690371 5504	Food Services / Utilities Water
I22X0152	FEDERAL EXPRESS CORP	2,300.00	2,300.00	0152950729 5901	Districtwide Expenditures / Communications Postage
I22X0153	METROLINK	22,000.00	22,000.00	0161050721 5899	Other Benefits / Other Expenses
I22X0154	SOUTHERN CALIFORNIA GAS COMPAN	100,000.00	50,000.00	0154653821 5503	Utilities / Utilities Natural Gas
			50,000.00	0160690371 5503	Food Services / Utilities Natural Gas
I22X0155	SOUTHERN CALIFORNIA EDISON	1,650,000.00	1,600,000.00	0154653821 5502	Utilities / Utilities Electricity
			50,000.00	0160690371 5502	Food Services / Utilities Electricity
I22X0156	M G DISPOSAL SYSTEMS	170,000.00	160,000.00	0154653821 5506	Utilities / Utilities Trash Disposal
			10,000.00	0160690371 5506	Food Services / Utilities Trash Disposal

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I22X0157	PARKER AND COVERT LLP	2,000.00	2,000.00	0153750799 5825	Business Administration DC / Legal Assistance
I22X0158	NIGRO AND NIGRO PC	47,000.00	47,000.00	0152550739 5835	Districtwide Financial Audit / Audit
I22X0159	ORANGE CNTY DEPARTMENT OF EDUC	3,700.00	3,700.00	0152950729 5800	Districtwide Expenditures / Other Contracted Services
I22X0160	ORANGE COUNTY SANITATION DISTR	23,760.00	23,760.00	0154653821 5504	Utilities / Utilities Water
I22X0161	U S POSTAL SERVICE	55,000.00	55,000.00	0152950729 5901	Districtwide Expenditures / Communications Postage
I22Y0001	A-Z BUS SALES	5,000.00	5,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
I22Y0002	AMERIGAS	40,000.00	40,000.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
I22Y0003	ARAMARK UNIFORM SERVICE	5,000.00	5,000.00	0156556369 5800	Home to Sch Transportation DC / Other Contracted
I22Y0004	AUTOZONE	1,500.00	1,500.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
I22Y0005	DIESEL EXHAUST AND EMISSIONS L	2,650.00	200.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			2,450.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
I22Y0006	ELMER'S TRUCK SEAT CENTER	2,000.00	800.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
			1,200.00	0156556369 5640	Home to Sch Transportation DC / Repairs by Vendors
I22Y0007	FACTORY MOTOR PARTS COMPANY	4,000.00	4,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
I22Y0008	FLEET SERVICES INC	5,000.00	5,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
I22Y0009	FULLERTON HARDWARE	700.00	700.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
I22Y0010	IPC USA INC	100,000.00	100,000.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
I22Y0011	O'REILLY AUTO PARTS	1,000.00	1,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
I22Y0012	PACIFIC INDUSTRIAL WATER SYSTE	2,450.00	2,450.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
I22Y0013	STATE BOARD OF EQUALIZATION	1,500.00	1,500.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
I22Y0014	TAIT ENVIRONMENTAL SERVICES	2,200.00	2,200.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
I22Y0015	TRUCPARCO	1,000.00	1,000.00	0156556369 4360	Home to Sch Transportation DC / Materials and Supplies
I22Y0016	U HAUL INTERNATIONAL	10,000.00	10,000.00	0156556369 4361	Home to Sch Transportation DC / Materials and Supplies
I22Z0001	AAA ELECTRIC MOTORS	1,000.00	1,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs

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FROM 07/01/2014 TO 07/10/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I22Z0002	AIR GAS DIRECT IND	1,500.00	1,500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22Z0003	ATOMIC CLOCKS ONLINE	3,000.00	3,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22Z0004	B AND M LAWN GARDEN	4,500.00	4,500.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
I22Z0005	BENNER METALS	1,000.00	1,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22Z0006	CAL LIFT INC	1,400.00	1,400.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
I22Z0007	CARRANZA, CHRIS	1,300.00	1,300.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
I22Z0008	CARSON SUPPLY COMPANY INC	5,000.00	5,000.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
I22Z0009	FULLERTON, CITY OF	1,000.00	1,000.00	0154950839 5800	Security / Other Contracted Services
I22Z0010	EBERHARD EQUIPMENT	2,000.00	2,000.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
I22Z0011	EVERGREEN OIL INC	5,000.00	5,000.00	0154053829 5899	Hazardous Materials and Waste / Other Expenses
I22Z0012	EWING IRRIGATION PRODUCTS	7,500.00	7,500.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
I22Z0013	EXCELSIOR ELEVATOR CORP	1,400.00	1,400.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
I22Z0014	EXPRESS PIPE AND SUPPLY	2,000.00	2,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22Z0015	FERGUSON ENTERPRISES INC	10,000.00	10,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22Z0016	FRY'S ELECTRONICS	3,000.00	3,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22Z0017	GANAHL LUMBER	6,000.00	6,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22Z0018	GEARY PACIFIC SUPPLY	1,000.00	1,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22Z0019	GRAINGER INC, WW	6,000.00	6,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22Z0020	HAJOCA CORPORATION	8,000.00	8,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22Z0021	HICKS TURF EQUIPMENT COMPANY,	700.00	700.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
I22Z0022	HOME DEPOT, THE	8,000.00	8,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22Z0023	HONEYWELL INTERNATIONAL INC	5,359.00	5,359.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
I22Z0024	HOWARD INDUSTRIES INC	1,500.00	1,500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22Z0025	IMPERIAL BUILDING MATERIALS	500.00	500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs

**FULLERTON ELEMENTARY**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 07/29/2014**

FROM 07/01/2014 TO 07/10/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I22Z0026	KONICA MINOLTA BUSINESS SOLUTI	200.00	200.00	0153353819 5800	Plant Maintenance DC / Other Contracted Services
I22Z0027	LENNOX INDUSTRIES INC	500.00	500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22Z0028	LOMA VISTA NURSERY	500.00	500.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
I22Z0029	LOWES HIW INC	13,000.00	13,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22Z0030	LOWES HIW INC	1,500.00	1,500.00	0154253829 4363	Custodial Discretionary / Materials and Supplies Repairs
I22Z0031	MCFADDEN DALE INDUSTRIAL HARDW	500.00	500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22Z0032	MCM ELECTRONICS	1,500.00	1,500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22Z0033	MERCURY DISPOSAL SYSTEMS INC	3,000.00	3,000.00	0154053829 5899	Hazardous Materials and Waste / Other Expenses
I22Z0034	MONTGOMERY HARDWARE COMPANY	20,000.00	20,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22Z0035	NATURAL GREEN	32,000.00	32,000.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
I22Z0036	ORANGE COUNTY APPLIANCE PARTS	500.00	500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22Z0037	ORVAC ELECTRONICS	2,500.00	2,500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22Z0038	PEST OPTIONS INC	25,000.00	25,000.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
I22Z0039	PIONEER CHEMICAL COMPANY	32,000.00	32,000.00	0154253829 4363	Custodial Discretionary / Materials and Supplies Repairs
I22Z0040	PLUMBING AND INDUSTRIAL SUPPLY	15,000.00	15,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22Z0041	PRAXAIR DISTRIBUTION	250.00	250.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22Z0042	REFRIGERATION SUPPLY DISTRIBUT	10,000.00	10,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22Z0043	REGENCY LIGHTING	8,500.00	8,500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22Z0044	ROTO ROOTER	10,000.00	10,000.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
I22Z0045	SSD ALARM SYSTEMS	6,300.00	6,300.00	0154950839 5800	Security / Other Contracted Services
I22Z0046	SCOTT OVERHEAD DOORS AND DOCK	1,500.00	1,500.00	0153353819 5640	Plant Maintenance DC / Repairs by Vendors
I22Z0047	SIGLER WHOLESALE DISTRIBUTORS	8,000.00	8,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22Z0048	SPRINT PCS	2,900.00	2,900.00	0153353819 5900	Plant Maintenance DC / Communications
I22Z0049	SPRINT PCS	1,000.00	1,000.00	0154253829 5900	Custodial Discretionary / Communications

**FULLERTON ELEMENTARY  
PURCHASE ORDER DETAIL REPORT  
BOARD OF TRUSTEES MEETING 07/29/2014**

FROM 07/01/2014 TO 07/10/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I22Z0050	STAPLES 025724519	2,500.00	2,500.00	0153353819 4350	Plant Maintenance DC / Materials and Supplies Office
I22Z0051	TRI ED INC	1,000.00	1,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22Z0052	U HAUL INTERNATIONAL	250.00	250.00	0153353819 4361	Plant Maintenance DC / Materials and Supplies Fuel
I22Z0053	US AIR CONDITIONING DISTRIBUTO	4,000.00	4,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22Z0054	VERIZON WIRELESS	500.00	500.00	0153353819 5800	Plant Maintenance DC / Other Contracted Services
I22Z0055	VISTA PAINT	15,000.00	15,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22Z0056	WAXIE KLEEN LINE CORPORATION	1,500.00	1,500.00	0154253829 4363	Custodial Discretionary / Materials and Supplies Repairs
I22Z0057	WEST COAST SAND AND GRAVEL	1,500.00	1,500.00	0154753849 4363	Grounds Discretionary / Materials and Supplies Repairs
I22Z0058	WESTERN STATES GLASS	3,000.00	3,000.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22Z0059	ZUMAR INDUSTRIES INC	1,500.00	1,500.00	0153353819 4363	Plant Maintenance DC / Materials and Supplies Repairs
I22Z0060	GORM INC	195,000.00	195,000.00	0154253829 4360	Custodial Discretionary / Materials and Supplies Other
I22Z0061	GORM INC	7,000.00	7,000.00	0153353819 4360	Plant Maintenance DC / Materials and Supplies Other
	<b>Fund 01 Total:</b>	<b>6,857,330.87</b>			
	<b>Fund 12 Total:</b>	<b>39,804.28</b>			
	<b>Fund 14 Total:</b>	<b>153,805.79</b>			
	<b>Fund 21 Total:</b>	<b>345,740.95</b>			
	<b>Fund 25 Total:</b>	<b>149,470.48</b>			
	<b>Fund 40 Total:</b>	<b>189,907.85</b>			
	<b>Fund 81 Total:</b>	<b>44,065.00</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>7,780,125.22</b>			

**FULLERTON ELEMENTARY**

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

**BOARD OF TRUSTEES**

**07/29/2014**

**FROM 07/01/2014 TO 07/10/2014**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I22C0006	EDUCATIONAL DESIGN LLC	885.00	885.00	0130427109 5210	Site Discr Instr Sunset Lane / Conferences and Meetings
	<b>Fund 01 Total:</b>	<b>885.00</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>885.00</b>			

CONSENT ITEM

**DATE:** July 29, 2014  
**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 161011 THROUGH 161027 FOR THE 2013/2014 SCHOOL  
YEAR AND 170000 THROUGH 170026 FOR THE 2014/2015 SCHOOL YEAR

Background: Board approval is requested for Nutrition Services purchase orders. The purchase order summary dated June 6, 2014 through July 10, 2014, contains purchase orders numbered 161011 through 161027 for the 2013/2014 school year and purchase orders numbered 170000 through 170026 for the 2014/2015 school year totaling \$389,255.42

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 161011 through 161027 for the 2013/2014 school year and purchase orders numbered 170000 through 170026 for the 2014/2015 school year.

SH:KT:dlh  
Attachment







# Purchase Orders - Detail

7/11/2014 8:03:08 AM

## Fullerton School District

Show all data where the Order Date is between 6/6/2014 and 7/10/2014

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
<b>Hubert Company</b>	<b>161019</b>	<b>6/11/2014</b>	<b>6/18/2014</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
24	ea	1	92196 Thermometer, Refrig/Freezer, Glycol	\$20.2900	\$486.96		
1	ea	1	Shipping Charges	\$16.1200	\$16.12		
					<b>Sales Tax:</b>	\$38.96	
					<b>P.O. Total:</b>	\$542.04	
					<b>Vendor Total:</b>	\$542.04	^
<b>California School Nutrition Association</b>	<b>170020</b>	<b>7/1/2014</b>	<b>7/1/2014</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	ea	1	Membership Renewal - Kenyatta Turner	\$55.0000	\$55.00		
					<b>Sales Tax:</b>	\$0.00	
					<b>P.O. Total:</b>	\$55.00	
					<b>Vendor Total:</b>	\$55.00	^
<b>Image One Technology Solutions</b>	<b>170018</b>	<b>7/1/2014</b>	<b>7/1/2014</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	yr	1	RocketScan - Software Subscription 5K License	\$900.0000	\$900.00		
1	yr	1	RocketScan - Hardware Service	\$325.0000	\$325.00		
1	yr	1	RocketScan - Technical Support Val&Adm Module	\$810.0000	\$810.00		
1	yr	1	RocketScan - Technical Support Online Module	\$680.8000	\$680.80		
					<b>Sales Tax:</b>	\$0.00	
					<b>P.O. Total:</b>	\$2,715.80	
					<b>Vendor Total:</b>	\$2,715.80	^
<b>Fullerton School District</b>	<b>161022</b>	<b>6/17/2014</b>	<b>6/30/2014</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	ea	1	Estimated Payroll per June Bitech Report	200,000.0000	\$200,000.00		
1	ea	1	Estimated Dist. Exp. per June Bitech Report	\$20,000.0000	\$20,000.00		
					<b>Sales Tax:</b>	\$0.00	
					<b>P.O. Total:</b>	\$220,000.00	
<b>Fullerton School District</b>	<b>170017</b>	<b>7/1/2014</b>	<b>7/31/2014</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	ea	1	Estimated Payroll per July Bitech Report	\$20,000.0000	\$20,000.00		
1	ea	1	Estimated Dist. Exp. per July Bitech Report	\$5,000.0000	\$5,000.00		
					<b>Sales Tax:</b>	\$0.00	
					<b>P.O. Total:</b>	\$25,000.00	
					<b>Vendor Total:</b>	\$245,000.00	^
<b>Cummins-Allison Corp.</b>	<b>170014</b>	<b>7/1/2014</b>	<b>6/30/2015</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description	Unit Cost	Extended Cost		
1	ea	1	JETCOUNT - Annual Maint. Contract	\$217.0800	\$217.08		
1	ea	1	JETSORT - Annual Maint. Contract	\$334.1100	\$334.11		

# Purchase Orders - Detail

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## Fullerton School District

Show all data where the Order Date is between 6/6/2014 and 7/10/2014

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
Cummins-Allison Corp.	170014	7/1/2014	6/30/2015				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$551.19
						<b>Vendor Total:</b>	\$551.19
							^
Canon Financial Services, Inc.	170024	7/7/2014	7/31/2014				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
1	ea	1	2 IR3235i - Lease Purchase Agreement			\$297.9700	\$297.97
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$297.97
						<b>Vendor Total:</b>	\$297.97
							^
Canon Solutions America, Inc.	170023	7/7/2014	6/30/2015				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
4	ea	1	Quarterly Copy Charges - DGA08219			\$180.7800	\$723.12
4	ea	1	Quarterly Copy Charges - DGA08192			\$96.6000	\$386.40
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$1,109.52
						<b>Vendor Total:</b>	\$1,109.52
							^
Hollandia Dairy	161011	6/6/2014	6/30/2014				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
630	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321			\$0.2424	\$152.71
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$152.71
Hollandia Dairy	161012	6/6/2014	6/30/2014				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
360	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321			\$0.2424	\$87.26
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$87.26
Hollandia Dairy	161013	6/6/2014	6/30/2014				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
900	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321			\$0.2424	\$218.16
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$218.16
Hollandia Dairy	161014	6/6/2014	6/30/2014				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>
540	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321			\$0.2424	\$130.90
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$130.90
Hollandia Dairy	161015	6/6/2014	6/30/2014				<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>			<b>Unit Cost</b>	<b>Extended Cost</b>

# Purchase Orders - Detail

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## Fullerton School District

Show all data where the Order Date is between 6/6/2014 and 7/10/2014

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
<b>Hollandia Dairy</b>	<b>161015</b>	<b>6/6/2014</b>	<b>6/30/2014</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
900	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321		\$0.2424	\$218.16
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$218.16
<b>Hollandia Dairy</b>	<b>161016</b>	<b>6/6/2014</b>	<b>6/30/2014</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
630	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321		\$0.2424	\$152.71
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$152.71
<b>Hollandia Dairy</b>	<b>161018</b>	<b>6/9/2014</b>	<b>6/30/2014</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
900	EA	997007	Lowfat 1% Pouch 1/2 PT 3X30 #1321		\$0.2424	\$218.16
1	EA	997092	Yogurt Vanilla 32lb #2700		\$31.8316	\$31.83
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$249.99
					<b>Vendor Total:</b>	\$1,209.89
<b>Arrowhead Water</b>	<b>170000</b>	<b>7/1/2014</b>	<b>6/30/2015</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
21	ea	1	Water Distilled 6/1gal.		\$11.5900	\$243.39
144	ea	1	Water Bottled 5 gal. Nestle Drinking Water		\$2.7900	\$401.76
24	ea	1	Monthly Cooler Rental (2)		\$1.9900	\$47.76
					<b>Sales Tax:</b>	\$3.82
					<b>P.O. Total:</b>	\$696.73
					<b>Vendor Total:</b>	\$696.73
<b>Boyd &amp; Associates</b>	<b>170002</b>	<b>7/1/2014</b>	<b>6/30/2015</b>		<b>5510</b>	<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
4	ea	1	Quarterly Service for Monitoring Alarm System		\$75.0000	\$300.00
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$300.00
					<b>Vendor Total:</b>	\$300.00
<b>Affiliated Packaging Spec.</b>	<b>161021</b>	<b>6/16/2014</b>	<b>6/16/2014</b>			<input type="checkbox"/>
<b>Qty</b>	<b>Unit</b>	<b>Item No.</b>	<b>Description</b>		<b>Unit Cost</b>	<b>Extended Cost</b>
1	ea	1	Estimated Cost of repair		\$400.0000	\$400.00
					<b>Sales Tax:</b>	\$0.00
					<b>P.O. Total:</b>	\$400.00
					<b>Vendor Total:</b>	\$400.00

# Purchase Orders - Detail

## Fullerton School District

7/11/2014 8:03:08 AM

Show all data where the Order Date is between 6/6/2014 and 7/10/2014

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
<b>FENN Termite &amp; Pest Control</b>	<b>170006</b>	<b>7/1/2014</b>	<b>6/30/2015</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
204	ea	1	Monthly Service for Pest Control - 17 Sites			\$35.0000	\$7,140.00
48	ea	1	Monthly Service for Pest Control - 4 Sites			\$45.0000	\$2,160.00
72	ea	1	Monthly Maint. Fee - NC bait 6 traps/mo.			\$2.0000	\$144.00
48	ea	1	Add'l Monthly Trap - NC bait 4 traps/mo.			\$2.5000	\$120.00
<b>Sales Tax:</b>							\$0.00
<b>P.O. Total:</b>							\$9,564.00
<b>Vendor Total:</b>							\$9,564.00

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
<b>Premier Food Safety</b>	<b>161023</b>	<b>6/18/2014</b>	<b>6/24/2014</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
1	ea	1	ServSafe Class and Test			\$139.0000	\$139.00
<b>Sales Tax:</b>							\$0.00
<b>P.O. Total:</b>							\$139.00
<b>Vendor Total:</b>							\$139.00

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
<b>A Higher Level</b>	<b>161024</b>	<b>6/19/2014</b>	<b>6/19/2014</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
1	ea	1	Health-e Meal Planner Pro (Option 1)			\$2,495.0000	\$2,495.00
<b>Sales Tax:</b>							\$0.00
<b>P.O. Total:</b>							\$2,495.00
<b>Vendor Total:</b>							\$2,495.00

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
<b>National Resource Management, Inc.</b>	<b>170019</b>	<b>7/1/2014</b>	<b>8/1/2014</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
1	ea	1	Remote Site Manager Annual Hosting Fee			\$720.0000	\$720.00
<b>Sales Tax:</b>							\$0.00
<b>P.O. Total:</b>							\$720.00
<b>Vendor Total:</b>							\$720.00

Vendor Name	PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers
<b>2010 Office Furniture</b>	<b>170022</b>	<b>7/7/2014</b>	<b>7/7/2014</b>				<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
1	ea	1	M11-MMCDNQ54 4L-MMRC1854L-UHL3-H3B-African Wa			\$899.0000	\$899.00
1	ea	1	R10-MIL-303672FD/2047FF-LEFT-MAHOGANY			\$849.0000	\$849.00
1	ea	1	Shipping			\$135.0000	\$135.00
<b>Sales Tax:</b>							\$139.84
<b>P.O. Total:</b>							\$2,022.84
<b>Vendor Total:</b>							\$2,022.84

# Purchase Orders - Detail

## Fullerton School District

7/11/2014 8:03:08 AM

Show all data where the Order Date is between 6/6/2014 and 7/10/2014

Vendor Name		PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
<b>N. Harris Computer Corporation</b>		<b>161025</b>	<b>6/19/2014</b>	<b>6/19/2014</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
10	ea	HWKPI00:21	Serial 21 Key Keypad			\$100.0000	\$1,000.00
1	ea	1	Actual Shipping Charge			\$27.0100	\$27.01
						<b>Sales Tax:</b>	\$80.00
						<b>P.O. Total:</b>	\$1,107.01
<b>N. Harris Computer Corporation</b>		<b>170015</b>	<b>7/1/2014</b>	<b>6/30/2015</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
1	ea	1	eOfficeSuite Direct Certification Matching Ut			\$199.2000	\$199.20
1	ea	1	eOfficeSuite Accounts Payable			\$1,389.8700	\$1,389.87
1	ea	1	eOfficeSuite Daily Sales			\$1,293.1800	\$1,293.18
1	ea	1	eOfficeSuite Export Utility			\$264.2000	\$264.20
1	ea	1	eOfficeSuite General Ledger			\$3,007.6700	\$3,007.67
1	ea	1	eOfficeSuite Inventory			\$1,389.8700	\$1,389.87
1	ea	1	eOfficeSuite Student Information			\$862.1200	\$862.12
1	ea	1	eOfficeSuite Purchase Order			\$733.3900	\$733.39
1	ea	1	RocketScan - Integration for Process Apps			\$1,112.4100	\$1,112.41
20	ea	1	Touch-n-Serv w/ Communications - Silver			\$570.1100	\$11,402.20
1	ea	1	Touch-n-Serv POS Software - Nicolas			\$145.5300	\$145.53
1	ea	1	Touch-n-Serv POS Software - Nicolas			\$72.7600	\$72.76
1	ea	1	Touch-n-Serv POS Software - Parks			\$72.7600	\$72.76
1	ea	1	Myschoolbucks Integration Module			\$500.0000	\$500.00
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$22,445.16
						<b>Vendor Total:</b>	\$23,552.17
<b>County of Orange</b>		<b>170016</b>	<b>7/1/2014</b>	<b>6/30/2015</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
1	ea	1	Orange County 2014-2015 Secured Property Tax			\$1,389.0800	\$1,389.08
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$1,389.08
						<b>Vendor Total:</b>	\$1,389.08
<b>Sunrise Produce Company</b>		<b>161017</b>	<b>6/6/2014</b>	<b>6/13/2014</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
2	CS	999130	Banana, Petite GreenTip 40#/cs			\$20.5000	\$41.00
1	BG	999203	Broccoli Florets 5#/bag			\$6.7500	\$6.75
1	EA	999005	Cilantro, 1BU/EA			\$0.5500	\$0.55
1	EA	999119	Onion, Red Jumbo 1 EA			\$0.4600	\$0.46
1	CS	09967	Edamame-Bags 150-3oz			\$91.8500	\$91.85
5	CS	999041	Orange, Choice 138ct/CS			\$24.7000	\$123.50
6	CS	02851	Pineapple-Gold 5-8ct/CS			\$19.7000	\$118.20
2	CS	05385	Watermelon-Seedless 3ct/CS			\$16.1500	\$32.30
4	EA	01888	Broccoli EA			\$1.6760	\$6.70
						<b>Sales Tax:</b>	\$0.00
						<b>P.O. Total:</b>	\$421.31
<b>Sunrise Produce Company</b>		<b>161020</b>	<b>6/13/2014</b>	<b>6/20/2014</b>			<input type="checkbox"/>
Qty	Unit	Item No.	Description			Unit Cost	Extended Cost
2	CS	999130	Banana, Petite GreenTip 40#/cs			\$20.5000	\$41.00





CONSENT ITEM

**DATE:** July 29, 2014

**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 93436 THROUGH 94022 FOR THE 2013/2014 SCHOOL YEAR

Background: Board approval is requested for warrants numbered 93436 through 94022 for the 2013/2014 school year totaling \$4,092,159.03. Warrants are issued by school districts as payment for goods and services.

<u>Fund</u>	<u>Amount</u>
01 General Fund	3,396,676.73
12 Child Development	30,696.65
14 Deferred Maintenance	61,131.61
25 Capital Facilities	381,568.16
40 Special Reserve	17,595.58
68 Workers' Compensation	187,027.65
81 Property/Liability Insurance	17,462.65
Total	\$4,092,159.03.

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 93436 through 94022 for the 2013/2014 school year.

SH:SM:gs

CONSENT ITEM

**DATE:** July 29, 2014

**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 10398 THROUGH 10411 FOR THE 2013/2014 SCHOOL YEAR AND NUTRITION SERVICES WARRANTS NUMBERED 10412 THROUGH 10431 FOR THE 2014/2015 SCHOOL YEAR

Background: Board approval is requested for Nutrition Services warrants numbered 10398 through 10411 for the 2013/2014 school year and Nutrition Services warrants numbered 10412 through 10431 for the 2014/2015 school year. The total amount presented for approval is \$236,743.19

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 10398 through 10411 for the 2013/2014 school year and Nutrition Services warrants numbered 10412 through 10431 for the 2014/2015 school year.

SH:KT:dlh

CONSENT ITEM

**DATE:** July 29, 2014  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**SUBJECT:** APPROVE WILLIAMS LITIGATION SETTLEMENT UNIFORM COMPLAINT REPORT FOR QUARTER 4 (APRIL 1, 2014-JUNE 30, 2014)

Background: Education Code 35186(d), as a part of the Williams Litigation Settlement Agreement, requires districts to report to the County Superintendent of Schools and local school boards quarterly summary reports on the nature and resolution of all complaints specifically relating to Williams Litigation concerns. The Board of Trustees previously adopted a modified Uniform Complaint Process for Williams Litigation concerns. The Notice to Parents and Guardians “Complaint Rights” is posted in all classrooms. The District has processed the following complaints related to the Williams Litigation:

	<u>Number of Complaints:</u>	<u>Status:</u>
Facilities Issues	None	N/A
Instructional Material Issues	None	N/A
Credentialing Issues	None	N/A
Other	None	N/A

Rationale: To meet legal mandates.

Funding: Not applicable.

Recommendation: Approve Williams Litigation Settlement Uniform Complaint Report for Quarter 4 (April 1, 2014-June 30, 2014).

MD:nm  
 Attachment

### 2013-2014 Quarterly Report on Williams Uniform Complaints (Required by Education Code Section 35186)

**District:** Fullerton School District

**Person completing this form:** Nina Mota

**Title:** Administrative Secretary

- Quarter #1 July 1 to September 30, 2013 **Report due by October 31, 2013**
- Quarter #2 October 1 to December 31, 2013 **Report due by January 31, 2014**
- Quarter #3 January 1 to March 31, 2014 **Report due by April 30, 2014**
- Quarter #4 April 1 to June 30, 2014 **Report due by July 31, 2014**

Date information will be reported publicly at governing board meeting: July 29, 2014

**Please check the box that applies:**

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancies or Misassignments	0	0	0
Facility Conditions	0	0	0
CAHSEE Intensive Instruction & Services (High school districts only)	N/A	N/A	N/A
<b>TOTALS</b>	0	0	0

Print name of Superintendent: Robert Pletka

Signature of Superintendent: \_\_\_\_\_

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

**Please submit to:**

Suzie Strelecki  
 Senior Administrative Assistant  
 200 Kalmus Drive, B-1009  
 P.O. Box 9050, Costa Mesa, CA 92628-9050  
 (714) 966-4336 or fax to: (714) 549-2657

CONSENT ITEM

**DATE:** July 29, 2014  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**SUBJECT:** **APPROVE/RATIFY SUPERVISED FIELDWORK AND STUDENT TEACHING AGREEMENT FOR SPEECH LANGUAGE PATHOLOGY PLACEMENT WITH CHAPMAN UNIVERSITY TO COMMENCE JULY 1, 2014 THROUGH JUNE 30, 2019**

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

Chapman University is committed to providing quality educators to the community and wishes to partner with Fullerton School District to place Speech Language Pathology candidates with a supervisor employed by the District.

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/Ratify Supervised Fieldwork and Student Teaching Agreement for Speech Language Pathology placement with Chapman University to commence July 1, 2014 through June 30, 2019.

MLD:nm  
Attachment



CHAPMAN  
UNIVERSITY  
Orange, California 92866

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## **SUPERVISED FIELDWORK AND STUDENT TEACHING AGREEMENT**

### **Speech Language Pathologist**

This Agreement is made and entered into by and between Chapman University hereinafter called the "UNIVERSITY," and the FULLERTON School District, hereinafter called "FIELDWORK SITE."

#### **I. RESPONSIBILITIES OF THE UNIVERSITY**

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of finger print clearance.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the Speech Language Pathologist or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.
- D. The UNIVERSITY may provide monetary compensation for services rendered by the FIELDWORK SITE in an amount not to exceed the actual cost of the services rendered by the FIELDWORK SITE per Appendix A, as attached and incorporated by reference.

#### **II. RESPONSIBILITIES OF THE FIELDWORK SITE**

- A. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- B. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified disabled students to participate in the program.
- D. To provide for emergency health care of the student in case of accident at the expense of the student.

- E. To provide all participating students with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- G. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE'S supervision of UNIVERSITY students, as attached and incorporated by reference.

### **III. THE PARTIES MUTUALLY AGREE**

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reasons why the FIELDWORK SITE desires to have the student withdrawn.
- C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) incurred by or threatened against the FIELDWORK SITE related to this Agreement and arising from the negligence of the UNIVERSITY, its agents, representatives, or employees.
- E. The FIELDWORK SITE agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its trustees, agents, representatives, and employees from and against all loss or expenses (including costs and attorney fees) incurred by or threatened against the UNIVERSITY related to this Agreement and arising from the negligence of the FIELDWORK SITE, its agents, or employees.
- F. University and Fieldwork Site each agree to maintain insurance or a program of self insurance throughout the term of this Agreement as follows:
  - i. General liability coverage, written on an occurrence form, with limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate, and
  - ii. Professional liability insurance written on a claims-made form or Occurrence form, with limits of One Million Dollars (\$1,000,000) per claim/occurrence and Two Million Dollars (\$2,000,000) in the aggregate. University shall provide coverage for students under school's professional liability policy or shall ensure that all students maintain individual professional liability insurance coverage with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate, and
  - iii. University and Fieldwork Site shall maintain statutory Workers' Compensation coverage on their respective employees working at Fieldwork Site pursuant to this Agreement. The parties agree that the students are considered learners who are fulfilling specific requirements for field

experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK SITE for any purpose including Workers' Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed by them in the course of their training, and

iv. University and Fieldwork Site shall provide certificates of insurance evidencing all coverage described herein, naming the other party as a Certificate Holder with policy endorsements for Waiver of Subrogation against the other party and naming the other party as an Additional Insured with respect to General Liability coverage. Such evidence will be provided on a basis consistent with the effective date of this Agreement and annually thereafter. Each party shall provide the other party with written notice at least thirty (30) days in advance of any material modification or cancellation of such coverage. With respect to individual policies of insurance maintained by students, such evidence will be provided prior to the date when any new student commences participation in the Program(s).

- G. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- H. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- I. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

INFORMATION ON SCHOOL DISTRICT:

Attn: Assistant Superintendent, Personnel Svcs  
Fullerton School District  
1401 West Valencia Drive  
Fullerton, CA 92833

UNIVERSITY CONTACT INFORMATION:

Attn: Executive Vice President/COO  
Chapman University  
One University Drive  
Orange, CA 92866

- J. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- K. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- L. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- M. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.



N. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same agreement. Further, the parties may execute this Agreement via fax or electronic mail transmission. A true and correct copy of this Agreement, as executed by the parties, may be used in lieu of an original for all purposes permitted by law.

**IV. TERM AND TERMINATION OF AGREEMENT**

A. THE TERM of this Agreement shall be effective JULY 1, 2014 and shall continue in full force and effect through JUNE 30, 2019. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.

B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

**SIGNATURES:**

FIELDWORK SITE:   Signature: \_\_\_\_\_  
  Name: \_\_\_\_\_  
  Title: \_\_\_\_\_  
  Date: \_\_\_\_\_

UNIVERSITY:         Signature: \_\_\_\_\_  
  Name:         Harold W. Hewitt, Jr.  
  Title:         Executive Vice President & COO  
  Date:         \_\_\_\_\_

**Appendix A**  
**Payment for Master Teachers for Speech Language Pathologists**

\$350 Master Teacher stipend for 14 week session of full time field work placement consisting of 1-3 units for Speech Language Pathology Services Credential candidates

METHOD OF PAYMENT: Stipend is to be paid directly to the school district.

In the event the field experience of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been in the field experience for a minimum of two weeks, FIELDWORK SITE shall receive payment for one assignment on account of each student as though there had been no termination of the assignment. Said payment to exceed no more than six (6) units per session of terminated assignment.

Within thirty (30) days following the close of each semester or academic session of the UNIVERSITY, the FIELDWORK SITE shall submit an invoice, in triplicate, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session. This process may be altered according to individual districts procedures as to the manner in which the invoicing will proceed so long as the parties mutually agree to such alteration in advance.

## **Appendix B**

### **Specific Supervision Requirements**

Graduate students in the Communication Sciences and Disorders (CSD) Program at Chapman University who are preparing to become speech language pathologists take part in the following fieldwork assignments:

1. 45 hours of supervised fieldwork with a licensed, credentialed speech language pathologist at an agreed upon site in their first year of the masters program,or
2. 105 hours of supervised fieldwork with a licensed, credentialed speech language pathologist at an agreed upon site in their second year of the masters program,or
3. a special assignment of supervised fieldwork with a licensed, credentialed speech language pathologist at an agreed upon site, not to exceed 15 weeks.

University supervisors observe fieldwork students at least twice during the fieldwork assignment. At designated times, on-site supervisors provide written and oral evaluation information to the university supervisors who determine and record the grades.

CONSENT ITEM

**DATE:** July 29, 2014  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**SUBJECT:** APPROVE COMMITTEE ON ASSIGNMENTS RECOMMENDATION FOR 2014/2015

Background: Education Code Section 44258.7(c) and (d) allows a full-time credentialed teacher with special skills and preparation outside his/her credential authorization to be assigned to teach in an 'elective' area of his or her special skills in a full-time assignment, provided the assignment is approved by the local Committee on Assignments. As delineated in the same Education Code, composition of the Committee on Assignments shall include an equal number of teachers, selected by teachers, and school administrators, selected by school administrators.

Rationale: Approving the recommendation made by the Committee on Assignments will allow the District to staff classes as expeditiously as possible while adhering to State requirements for teaching assignments.

Funding: Not applicable.

Recommendation: Approve Committee on Assignments recommendation for 2014/2015.

MD:nm  
Attachment

## Committee on Assignments Recommendation

The Committee on Assignments hereby submits the recommendations below for Board approval during the 2014/2015 school year.

Assignment	Teacher	School	Rationale	
Scrapbooking Art (elective)	Cynthia Rounds	Fisler	To provide middle school students at Fisler School with a variety of elective choices.	<input type="checkbox"/> Approve <input type="checkbox"/> Deny
Guitar (elective)	Mary Smith	Fisler	To provide middle school students at Fisler School with a variety of elective choices.	<input type="checkbox"/> Approve <input type="checkbox"/> Deny
Needlecraft (elective)	Ruth Gaer	Parks JHS	To provide junior high students an alternative elective; one assignment requires students to knit blankets/hats for newborns at St. Jude's Hospital.	<input type="checkbox"/> Approve <input type="checkbox"/> Deny

Presented to the Board of Trustees on July 29, 2014:

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Janny Meyer  
President

---

Lynn Thornley  
Clerk

CONSENT ITEM

**DATE:** July 29, 2014

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

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

**SUBJECT:** **APPROVE/RATIFY STUDENT TEACHING MEMORANDUM OF UNDERSTANDING BETWEEN FULLERTON SCHOOL DISTRICT AND AZUSA PACIFIC UNIVERSITY TO COMMENCE JULY 1, 2014 THROUGH JUNE 30, 2017**

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.

Azusa Pacific University is committed to providing quality educators to the community and wishes to partner with Fullerton School District to place student teachers with master teachers employed by the District. Master Teacher compensation will be paid upon verification of invoice received and at a rate of \$100.00 or \$200.00 for each full-time student teacher in general education or special education, respectively. A full-time student teaching assignment is 18-weeks.

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/Ratify Student Teaching Memorandum of Understanding between Fullerton School District and Azusa Pacific University to commence July 1, 2014 through June 30, 2017.

MLD:nm  
Attachment



**STUDENT TEACHING MEMORANDUM OF UNDERSTANDING**

**THIS AGREEMENT** entered into by and between **Azusa Pacific University**, hereinafter called the **UNIVERSITY** and **Fullerton SD**, 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 student teaching experience and to provide supervised field experience 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**, it has been determined between the parties hereto that the payments to be made to the District under this agreement do not exceed the actual cost to the District of the services rendered by the District;

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

**I.**

The District shall provide teaching experience through student teaching in schools and classes of the district for students of the University who possess a valid certificate of clearance and 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 student 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 student of the University to student teaching in the District.

“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 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.

## II.

### **Student Teaching**

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

At the secondary level, a full-time assignment is 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 the summer internship program, a full-time assignment is four periods of student teaching for six weeks.

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 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.

## III.

An assignment of a student 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.

## IV.

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.

## V.

Neither the University nor the District will provide transportation for students between the UNIVERSITY and the District school. Each student shall be responsible for his or her transportation.

## VI.

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 students.

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 students. 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 students.

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.

#### **VII.**

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 students that they are responsible for respecting and maintaining the confidentiality of all information with respect to all students of the District.

#### **VIII.**

The District shall exercise exclusive control over the administration, operation, maintenance and management of the District and its schools, and the University's students while they are in residence at the District. Subject thereto, the University shall exercise control and supervision over the operation, curriculum, faculty and students of the University within the prescribed framework.

#### **IX.**

The University shall indemnify, save and hold harmless the District, its officers, directors, agents 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, agents, students and employees during the course and scope of a University student's clinical training.

The District shall indemnify, save and hold harmless the University, its officers, directors, agents 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, agents or employees during the course and scope of a University student's clinical training.

#### **X.**

The term of this agreement shall commence on **July 1<sup>st</sup>, 2014** and terminate on **June 30<sup>th</sup>, 2017**.

#### **XI.**

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,

students who have not yet completed their student-teaching assignment 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 student from the classroom at any time.

The provisions of this agreement may be altered, changed, or amended, by mutual written consent of the parties hereto.

**Execution in Counterparts and by Facsimile or Email.** 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.

The following signatures hereby indicate approval of this contract:

**Azusa Pacific University**

**Fullerton SD**



By \_\_\_\_\_  
Rebekah C. Harris  
Director of Credentials and Student Placements

By \_\_\_\_\_  
Title \_\_\_\_\_

Date 05/20/2014

Date \_\_\_\_\_

CONSENT ITEM

**DATE:** July 29, 2014  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Chanjira Luu, Director, Classified Personnel Services  
**SUBJECT:** APPROVE/RATIFY CLASSIFIED PERSONNEL REPORTS

Background: The Classified Personnel Report reflects changes in employee status and was approved by the Personnel Commission at its meetings on June 30 and July 14, 2014.

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 Reports.

CL:ph  
Attachments

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
PRESENTED TO THE PERSONNEL COMMISSION: 06/30/2014  
PRESENTED TO THE BOARD OF TRUSTEES: 07/29/2014

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Melody	Reynolds	Food Service Spec.	Amend status document to change hours	06/09/14	90	8.00	606	B21/5
David	Berdeja	Bus Driver	Employ extended school year 6/12-6/20/14	06/12/14	56		566	B21/6
Thomas	Vasquez	Bus Driver	Employ extended school year 6/12-7/4/14	06/12/14	56	4.00	566	B21/6
Ana	Navarrete	Bus Driver	Extra summer work	06/26/14	56		532	B21/6
David	Berdeja	Bus Driver	Extra summer work	06/24/14	56		566	B21/6
Karen	Kingston	Bus Driver	Extra summer work	06/13/14	56		566	B21/6
Erika	Gomez	Social Service Asst.	Extra summer work	06/11/14	60	3.00	310	B17/6
Yasmin	Duque	Clerical Asst. II/BB	Extra summer work NTE 8 hrs. 7/2014	TBD	12	8.00	304	B20/3
Roboam	Ramirez	Clerical Asst. II/BB	Extra summer work NTE 8 hrs. 7/2014	TBD	12	8.00	304	B20/2
Dena	Jackson	School Office Mgr.	Extra summer work NTE 8 hrs. 7/2014	TBD	12	8.00	304	B25/6
Shannon	Bauserman	Clerical Asst. II	Extra summer work 6/1-7/22/14 NTE 30.0/wk	06/01/14	52		521	B19/3
Sandra	Contreras	School Office Mgr.	Extra summer work 6/1-8/6 NTE 20 hrs.	06/01/14	22		304	B25/6
Mary Ellen	Rivera	Clerical Asst. II/BB	Extra summer work 6/16-7/22/14	06/16/14	90	8.00	606	B20/4
Feliciano	Hernandez	Transporter	Extra summer work 6/2-8/8/14	06/02/14	50		531	B20/6
Frank	Rangel	Transporter	Extra summer work 6/2-8/8/14	06/02/14	50		531	B20/6
Rosalia	Martinez	After School Site Lead	Extra summer work 6/25-7/22/14	06/25/14	10	20.0/wk	521	B18/6
Linda	Gomez	Secretary	Extra summer work 6/9-6/18/14	06/09/14	54	8.00	255	B25/6
Tizoc	Castillo	After School Site Lead	Extra summer work 6/9-7/3/14	06/09/14	60		329	B18/3
Jonathan	Pineda	Custodian II	Hire probationary status	06/30/14	17	8.00	542	B24/1
Ramona	Lopez Campos	Custoian I	Hire probationary status	08/11/14	28	3.75	542	B17/1
Richard	Beltran	Tech. Support Spec. IV	Hire probationary status	06/23/14	59	8.00	409	B32/1
Roberto	Gonzalez	Gardener/sub	Hire substitute status	06/23/14	53		547	B19/1
Maria	Fernandez Elvira	Clerical Asst. II/BB	Increase hours from 3.75 to 6.0/day	07/23/14	51	6.00	352	B20/4
Michele	Rusiewski	Secretary	Increase months from 10.42 to 11	07/22/14	55	8.00	316	B21/6
Jagath	Jayaratne	Computer Tech. II	Promotion from Computer Tech. I	06/20/14	59	8.00	409	B32/4
Ava	Velasquez	Occupational Therapist	Resignation	07/03/14	54	8.00	505	M14/2
Tamara	Winslow	Clerical Asst. I/sub	Separation-no longer available	06/19/14	99		999	B17/1
Chanjira	Luu	Director, Class. Pers.	Step increase	07/01/14	58	8.00	522	M33/2
Katherine	Robinson	Ed. Media Asst.	Temporary additional hours 6/1 - 8/29/14	06/01/14	50		531	B19/6
Sergio	Flores	Custodian II	Transfer from L.V. to Pacific Dr.	06/30/14	22	8.00	542	B24/4
Aurora	Brooks	Instr. Asst./BB	Transfer from L.V. to Pre-K Common	08/11/14	12	3.50	310	B14/6
Rosemary	Espinoza	Instr. Asst./BB	Transfer/voluntary reduction of hours	08/11/14	12	3.50	310	B14/6
David	Struble	Stock Clerk/Transporter	Unpaid leave of absence 6/12-6/23/14	06/12/14	50	8.00	531	B22/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
PRESENTED TO THE PERSONNEL COMMISSION: 07/14/2014  
PRESENTED TO THE BOARD OF TRUSTEES: 07/29/2014

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Maria	Bermudez	Clerical Asst. II	Extra summer work	TBD	23	7.75	304	B19/1
Antoneta	Lopez	Instr. Asst./BB	Extra summer work	07/09/14	85		B14/6	B14/6
Nahida	Khamis	Instr. Asst./SE II A	Extra summer work	06/13/14	54	1.00	248	B14/6
Maritzela	Barakat	Instr. Asst./Rec.	Extra summer work	05/30/14	22	4.00	212	B11/1
Benito	Gonzalez	Custodian I	Extra summer work 5/29-6/17/14	05/29/14	53	3.75	542	B17/2
Georgina	Lopez-Campos	Custodian I	Extra summer work 5/29-6/17/14	05/29/14	53	3.75	542	B17/2
Jonathan	Pineda	Transporter/Custodian	Extra summer work 5/29-6/17/14	05/29/14	53	3.75	542	B20/1
Armando	Garcia	Computer Tech I	Extra summer work 6/30-7/11/14	06/30/14	90	30.0/wk	606	B30/5
Olga	Villavicencio	Clerical Asst. II/BB	Extra summer work 7/27-7/30/14	06/27/14	60		85	B20/6
Eden	Green	Computer Tech. II	Hire probationary status	07/01/14	409	8.00	409	B32/1
La Quisha	Moore	Instr. Asst./SE II B	Hire probationary status	08/11/14	22	6.00	504	B14/1
Olga	Alvarado	Instr. Material Spec.	Hire probationary status	07/07/14	50	15.0/wk	538	B20/1
Javier	Perez	Maintenance Worker	Hire probtionary status	07/09/14	53	8.00	533	B25/1
Joseph	Lewis	Custodian II/sub	Hire substitute status	01/06/15	53		542	B24/6
Araceli	Belloso	Social Service Asst./sub	Hire substitute status	07/24/14	28	8.00	304	B17/1
Jason	Garcia	Transporter/sub	Hire substitute status	07/11/14	50		999	B20/1
Michele	Sokol	Account Clerk I	Longevity increase	07/01/14	50	8.00		B20/6
Cynthia	Barrett	Account Clerk II	Longevity increase	07/01/14	50	8.00		B24/6
Christine	Inks	Account Clerk II	Longevity increase	07/01/14	50	8.00		B24/6
Alice	Wang	Account Clerk II	Longevity increase	07/01/14	90	8.00		B24/6
Michelle	Doan	Account Clerk III	Longevity increase	07/01/14	55	8.00		B28/6
Maria	Hill	Account Clerk III	Longevity increase	07/01/14	50	8.00		B28/6
Joni	David	After School Site Lead	Longevity increase	07/01/14	60	35/wk		B18/6
Sandra	Mendoza	After School Site Lead	Longevity increase	07/01/14	60	30/wk		B18/6
Himashie	Perera	After School Site Lead	Longevity increase	07/01/14	60	8.00		B18/6
Nancy	Todd	After School Site Lead	Longevity increase	07/01/14	60	8.00		B18/6
Mayra	Zavala	After School Site Lead	Longevity increase	07/01/14	60	8.00		B18/6
Delfia	Andrews	Bus Driver	Longevity increase	07/01/14	56	25.2/wk		B21/6
Diane	Bardwell	Bus Driver	Longevity increase	07/01/14	56	26.4/wk		B21/6
David	Berdeja	Bus Driver	Longevity increase	07/01/14	56	25.5/wk		B21/6
Yvonne	Esqueda	Bus Driver	Longevity increase	07/01/14	56	27.5/wk		B21/6
Donna	Hatton	Bus Driver	Longevity increase	07/01/14	56	27.8/wk		B21/6
Karen	Kingston	Bus Driver	Longevity increase	07/01/14	56	31.4/wk		B21/6
Ana	Navarrete	Bus Driver	Longevity increase	07/01/14	56	27.4/wk		B21/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
PRESENTED TO THE PERSONNEL COMMISSION: 07/14/2014  
PRESENTED TO THE BOARD OF TRUSTEES: 07/29/2014

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Oralia	Pirali	Bus Driver	Longevity increase	07/01/14	56	27.2/wk		B21/6
Thomas	Vasquez	Bus Driver	Longevity increase	07/01/14	56	26.6/wk		B21/6
Laura	Lopez-Gonzalez	CELDT Asses. Asst.	Longevity increase	07/01/14	22	8.00		B20/6
Melisa	Blevins	Clerical Asst. I	Longevity increase	07/23/14	11	6.00		B17/6
Cynthia	Milkovits	Clerical Asst. I	Longevity increase	07/01/14	30	3.80		B17/6
Carol	Kerns	Clerical Asst. II	Longevity increase	07/01/14	53	8.00		B19/6
Janet	Powell	Clerical Asst. II	Longevity increase	07/01/14	27	8.00		B19/6
Rebecca	Arbiso	Clerical Asst. II/BB	Longevity increase	07/01/14	20	8.00		B20/6
Teresa	Barajas	Clerical Asst. II/BB	Longevity increase	07/01/14	28	3.75		B20/6
Martha	Enriquez	Clerical Asst. II/BB	Longevity increase	07/01/14	25	8.00		B20/6
Sheila	Hebert	Clerical Asst. II/BB	Longevity increase	07/01/14	29	3.75		B20/5
Patricia	Lastra	Clerical Asst. II/BB	Longevity increase	07/01/14	21	8.00		B20/6
Angelica	Perez	Clerical Asst. II/BB	Longevity increase	07/01/14	22	8.00		B20/6
Alicia	Tavarez	Clerical Asst. II/BB	Longevity increase	07/01/14	17	8.00		B20/6
Olga	Villavicencio	Clerical Asst. II/BB	Longevity increase	07/01/14	60	8.00		B20/6
Robert	Gaddy	Computer Tech. II	Longevity increase	07/01/14	59	8.00		B32/6
Kevin	Johnson	Computer Tech. II	Longevity increase	07/01/14	59	8.00		B32/6
Sergio	Saucedo	Computer Tech. II	Longevity increase	07/01/14	59	8.00		B32/6
Jaime	Alba	Custodian I	Longevity increase	07/01/14	17	8.00		B17/6
Reyes	Aldana	Custodian I	Longevity increase	07/01/14	18	8.00		B17/6
Peter	Farquhar	Custodian I	Longevity increase	07/01/14	23	8.00		B17/6
Adao	Garcia	Custodian I	Longevity increase	07/01/14	20	3.75		B17/6
Dong	Lee	Custodian I	Longevity increase	07/01/14	27	8.00		B17/6
Jaime	Magdaluyo	Custodian I	Longevity increase	07/01/14	24	8.00		B17/6
Edgardo	Ortiz	Custodian I	Longevity increase	07/01/14	11	8.00		B17/6
Omar	Ramos	Custodian I	Longevity increase	07/01/14	12	8.00		B17/6
Rogelio	Razo	Custodian I	Longevity increase	07/01/14	10	8.00		B17/6
Kent	Baker	Custodian II	Longevity increase	07/01/14	23	8.00		B25/6
Theodore	Cason	Custodian II	Longevity increase	07/01/14	10	8.00		B24/6
Ut	Nguyen	Custodian II	Longevity increase	07/01/14	18	8.00		B24/6
Melody	Gaylord	Ed. Media Assistant	Longevity increase	07/01/14	15	10/wk		B19/6
Judy	Swanson	Ed. Media Assistant	Longevity increase	07/01/14	24	10/wk		B19/6
Laura	Whipple	Ed. Media Assistant	Longevity increase	07/01/14	13	10/wk		B19/6
Sherrie	Williamson	Ed. Media Assistant	Longevity increase	07/01/14	30	10/wk		B19/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
PRESENTED TO THE PERSONNEL COMMISSION: 07/14/2014  
PRESENTED TO THE BOARD OF TRUSTEES: 07/29/2014

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Guillermo	Flores	Elec. Repair Tech II	Longevity increase	07/01/14	53	8.00		B32/6
George	Lacuesta	Elec. Repair Tech II	Longevity increase	07/01/14	53	8.00		B32/6
Eduardo	Gonzalez	Food Production Coord.	Longevity increase	07/01/14	90	8.00		B36/6
Gloria	Arroyo	Food Serv. Asst. I	Longevity increase	07/01/14	90	4.00		B08/6
Claudia	Benitez	Food Serv. Asst. I	Longevity increase	07/01/14	90	2.50		B08/6
Maria	Cornejo	Food Serv. Asst. I	Longevity increase	07/01/14	90	2.00		B08/6
Deborah	Kindstrand	Food Serv. Asst. I	Longevity increase	07/01/14	90	5.00		B08/6
Tai Yung	Mak	Food Serv. Asst. I	Longevity increase	07/01/14	90	2.00		B08/6
Penny	Miller	Food Serv. Asst. I	Longevity increase	07/01/14	90	2.00		B08/6
Maria	Moreira	Food Serv. Asst. I	Longevity increase	07/01/14	90	3.30		B08/6
Thanh	Pham	Food Serv. Asst. I	Longevity increase	07/01/14	90	2.50		B08/6
Francisca	Ramirez	Food Serv. Asst. I	Longevity increase	07/01/14	90	3.80		B08/6
Maria	Rivera	Food Serv. Asst. I	Longevity increase	07/01/14	90	1.00		B08/6
Jayantika	Sukhadia	Food Serv. Asst. I	Longevity increase	07/01/14	90	3.00		B08/6
Pamela	Adams	Food Serv. Asst. II	Longevity increase	07/01/14	90	8.00		B12/6
Guadalupe	Aguiniga	Food Serv. Asst. II	Longevity increase	07/01/14	90	6.00		B12/5
Monaca	Asendorf	Food Serv. Asst. II	Longevity increase	07/01/14	90	8.00		B12/6
Julie	Boden	Food Serv. Asst. II	Longevity increase	07/01/14	90	8.00		B12/6
Karen	Moore	Food Serv. Asst. II	Longevity increase	07/01/14	90	6.00		B12/6
Tracy	Ordway	Food Serv. Asst. II	Longevity increase	07/01/14	90	8.00		B12/6
Leticia	Hernandez	Food Serv. Asst. III	Longevity increase	07/01/14	90	8.00		B16/6
Melody	Reynolds	Food Serv. Asst. III	Longevity increase	07/01/14	90	8.00		B16/6
Gail	Keller	Food Service Spec.	Longevity increase	07/01/14	90	8.00		B21/6
Jennie	Perez	Food Service Spec.	Longevity increase	07/01/14	90	8.00		B21/4
Scott	Specht	Gardener	Longevity increase	07/01/14	53	8.00		B19/6
Joe	Stewart, Jr.	Gardener	Longevity increase	07/01/14	53	8.00		B19/6
Raul	Vargas	Gardener	Longevity increase	07/01/14	53	8.00		B19/6
Marlene	Alvarado	Instr. Asst./SE I	Longevity increase	07/01/14	23	3.50		B14/6
Rosalie	Cassidy	Instr. Asst./SE I	Longevity increase	07/01/14	22	6.50		B14/6
Leslie	De La Cruz	Instr. Asst./SE I	Longevity increase	07/01/14	30	6.00		B14/6
Eileen	Doyle-Herrera	Instr. Asst./SE I	Longevity increase	07/01/14	16	4.00		B14/6
Karen	Earle	Instr. Asst./SE I	Longevity increase	07/01/14	16	6.00		B14/6
Linda	Fenner	Instr. Asst./SE I	Longevity increase	07/01/14	22	3.50		B14/6
Cheri	Grodowski	Instr. Asst./SE I	Longevity increase	07/01/14	28	6.00		B14/6

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
PRESENTED TO THE PERSONNEL COMMISSION: 07/14/2014  
PRESENTED TO THE BOARD OF TRUSTEES: 07/29/2014

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Tracy	Hegazi	Instr. Asst./SE I	Longevity increase	07/01/14	16	6.00		B14/6
Lucy	Kalache	Instr. Asst./SE I	Longevity increase	07/01/14	16	3.50		B14/6
Deborah	Katz	Instr. Asst./SE I	Longevity increase	07/01/14	29	6.00		B14/6
Cindra	Kerr	Instr. Asst./SE I	Longevity increase	07/01/14	25	4.00		B14/6
Sheryl	Lohstroh	Instr. Asst./SE I	Longevity increase	07/01/14	22	4.00		B14/6
Karren	Martin	Instr. Asst./SE I	Longevity increase	07/01/14	22	15.5/wk		B14/6
Barbara	Masterson	Instr. Asst./SE I	Longevity increase	07/01/14	18	3.75		B14/6
Jeanette	McKay	Instr. Asst./SE I	Longevity increase	07/01/14	18	3.80		B14/6
Julie	Molina	Instr. Asst./SE I	Longevity increase	07/01/14	20	6.00		B14/6
Maria	Oregel	Instr. Asst./SE I	Longevity increase	07/01/14	29	5.00		B14/6
Barbara	Ormseth	Instr. Asst./SE I	Longevity increase	07/01/14	23	6.50		B14/6
Wendy	Reynolds-Seyler	Instr. Asst./SE I	Longevity increase	07/01/14	22	3.00		B14/6
Chantal	Rivera	Instr. Asst./SE I	Longevity increase	07/01/14	25	4.00		B14/6
Susan	Robinson	Instr. Asst./SE I	Longevity increase	07/01/14	12	6.00		B14/6
Dora	Romo	Instr. Asst./SE I	Longevity increase	07/01/14	19	4.00		B14/6
Karine	Seikeldjian	Instr. Asst./SE I	Longevity increase	07/01/14	21	6.00		B14/6
Marcia	Stanford	Instr. Asst./SE I	Longevity increase	07/01/14	29	3.50		B14/6
Robin	Whitaker	Instr. Asst./SE I	Longevity increase	07/01/14	12	6.00		B14/6
Alma	Willis	Instr. Asst./SE I	Longevity increase	07/01/14	19	4.00		B14/6
Kathryn	Hebert	Instr. Asst./SE II A	Longevity increase	07/01/14	20	6.50		B14/6
Nahida	Khamis	Instr. Asst./SE II A	Longevity increase	07/01/14	16	6.00		B14/6
Rosie	Mooney	Instr. Asst./SE II A	Longevity increase	07/01/14	25	6.00		B14/6
Karin	Schubert	Instr. Asst./SE II A	Longevity increase	07/01/14	29	6.00		B14/6
Francine	Tavarez	Instr. Asst./SE II A	Longevity increase	07/01/14	29	6.00		B14/6
Sorina	Ticlea	Instr. Asst./SE II A	Longevity increase	07/01/14	11	6.00		B14/6
Theresa	Bill	Instr. Asst./SE II B	Longevity increase	07/01/14	27	6.00		B14/6
Cynthia	Garcia	Instr. Asst./SE II B	Longevity increase	07/01/14	15	6.00		B14/6
Juliet	Knight	Instr. Asst./SE II B	Longevity increase	07/01/14	15	6.00		B14/6
Maria	Santos	Instr. Asst./SE II B	Longevity increase	07/01/14	27	6.00		B14/6
Synoeun	Seang	Instr. Asst./SE II B	Longevity increase	07/01/14	12	6.00		B14/6
Suzanne	Vitela	Instr. Asst./SE II B	Longevity increase	07/01/14	26	6.00		B14/6
Kathryn	Vogelesang	Instr. Asst./SE II B	Longevity increase	07/01/14	27	6.00		B14/6
Cristina	Arambula	Instruct. Asst./BB	Longevity increase	07/01/14	25	3.50		B14/6
Blanca	Arellano	Instruct. Asst./BB	Longevity increase	07/01/14	28	3.50		B14/6



FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
PRESENTED TO THE PERSONNEL COMMISSION: 07/14/2014  
PRESENTED TO THE BOARD OF TRUSTEES: 07/29/2014

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Patricia	Cruz	Instruct. Asst./BB	Longevity increase	07/01/14	12	3.50		B14/6
Maria L.	Garcia	Instruct. Asst./BB	Longevity increase	07/01/14	28	3.50		B14/6
Antonieta	Lopez	Instruct. Asst./BB	Longevity increase	07/01/14	28	3.50		B14/6
Jessica	Lopez	Instruct. Asst./BB	Longevity increase	07/01/14	29	3.50		B14/6
Carla	Romero	Instruct. Asst./BB	Longevity increase	07/01/14	22	3.80		B14/6
Maria	Wirtz	Instruct. Asst./BB	Longevity increase	07/01/14	25	3.50		B14/6
Kang Ju	Choi	Instruct. Asst./BBK	Longevity increase	07/01/14	22	3.75		B14/6
Young	Paik	Instruct. Asst./BBK	Longevity increase	07/01/14	13	12/wk		B14/6
Amy	Bokn	Instruct. Asst./Rec.	Longevity increase	07/01/14	10	12/wk		B11/6
René	Garcia	Instruct. Asst./Rec.	Longevity increase	07/01/14	60	19.75/wk		B11/6
Miriam	Maya-Futch	Instruct. Asst./Rec.	Longevity increase	07/01/14	16	3.50		B11/6
Patricia	Morad	Instruct. Asst./Rec.	Longevity increase	07/01/14	60	7.5/wk		B11/6
Patricia	Otto-Gaskill	Instruct. Asst./Rec.	Longevity increase	07/01/14	60	19.5/wk		B11/6
Ryan	Victoria	Instruct. Asst./Rec.	Longevity increase	07/01/14	60	19.75/wk		B11/6
Arturo	Villasenor	Instruct. Asst./Rec.	Longevity increase	07/01/14	25	18.75/wk		B11/6
Dominic	Wragg	Instruct. Asst./Rec.	Longevity increase	07/01/14	60	19.5/wk		B11/6
Raquel	Bingham	Instruct. Asst./Reg.	Longevity increase	07/01/14	11	19.75/wk		B11/6
Melody	Cortés	Instruct. Asst./Reg.	Longevity increase	07/01/14	25	3.50		B11/6
Mary	Dardis	Instruct. Asst./Reg.	Longevity increase	07/01/14	12	3.50		B11/6
Azucena	Perez-Maldonado	Instruct. Asst./Reg.	Longevity increase	07/01/14	12	3.50		B11/6
Sandra	Polendo	Instruct. Asst./Reg.	Longevity increase	07/01/14	11	19.75/wk		B11/6
Martha	Ramirez	Instruct. Asst./Reg.	Longevity increase	07/01/14	19	17.5/wk		B11/6
Emilio	Ceballos	Maint. Worker I	Longevity increase	07/01/14	53	8.00		B25/6
Patrick	Fitzgerald	Maint. Worker I	Longevity increase	07/01/14	53	8.00		B25/6
Arturo	Perez	Maint. Worker I	Longevity increase	07/01/14	53	8.00		B25/6
Michael	Kimball	Mechanic II	Longevity increase	07/01/14	56	8.00		B32/6
Mulu	Iakopo	Painter	Longevity increase	07/01/14	53	8.00		B30/6
Delia	Tran	Personnel Tech. I	Longevity increase	07/01/14	51	8.00		B23/6
Martha	Roberts	Personnel Tech. II	Longevity increase	07/01/14	58	8.00		B28/6
Louis	Auringer	Plumber	Longevity increase	07/01/14	53	8.00		B32/6
Christopher	Maertzweiler	Reprographics Coord.	Longevity increase	07/01/14	50	8.00		B31/6
Leticia	Cortez	Risk Mgt. Clerk	Longevity increase	07/01/14	56	8.00		B21/6
Gabriella	Arias Eyre	School Office Mgr.	Longevity increase	07/01/14	21	8.00		B25/6
Alma	Caballero	School Office Mgr.	Longevity increase	07/01/14	28	8.00		B25/3

FULLERTON SCHOOL DISTRICT CLASSIFIED PERSONNEL REPORT  
PRESENTED TO THE PERSONNEL COMMISSION: 07/14/2014  
PRESENTED TO THE BOARD OF TRUSTEES: 07/29/2014

First Name	Last Name	Classification	Action	Effective	Site	Hours	Program	Range
Sandra	Contreras	School Office Mgr.	Longevity increase	07/01/14	22	8.00		B25/6
Francine	Finch	School Office Mgr.	Longevity increase	07/01/14	23	8.00		B25/6
Maria	Gonzalez	School Office Mgr.	Longevity increase	07/01/14	24	8.00		B25/6
Dena	Jackson	School Office Mgr.	Longevity increase	07/01/14	12	8.00		B25/6
Teri	Kawaguchi	School Office Mgr.	Longevity increase	07/01/14	11	8.00		B25/6
Wendy	May	School Office Mgr.	Longevity increase	07/01/14	17	8.00		B25/6
Robin	McCormick	School Office Mgr.	Longevity increase	07/01/14	27	8.00		B25/6
Irene	Navarrette	School Office Mgr.	Longevity increase	07/01/14	29	8.00		B25/6
Marlane	Cedillo	Secretary	Longevity increase	07/01/14	51	8.00		B21/6
Yolanda	Sutherland	Secretary	Longevity increase	07/01/14	55	8.00		B21/6
Debra	Hjorth	Senior Secretary	Longevity increase	07/01/14	90	8.00		B24/6
Lori	Nelson	Senior Secretary	Longevity increase	07/01/14	60	8.00		B24/6
Juan	Fonseca	Social Serv. Asst.	Longevity increase	07/01/14	20	8.00		B17/6
Mario	Avilez	Stock Clerk/Trans.	Longevity increase	07/01/14	50	8.00		B22/6
David	Struble	Stock Clerk/Trans.	Longevity increase	07/01/14	50	8.00		B22/6
Aaron	Storey	System Admin.	Longevity increase	07/01/14	59	8.00		B34/6
Patricia	Behlings	Tech. Support Spec. III	Longevity increase	07/01/14	59	8.00		B30/6
Roberto	Perez	Trans/Bil Tech. Asst	Longevity increase	07/01/14	54	8.00		B24/6
Feliciano	Hernandez	Transporter	Longevity increase	07/01/14	90	8.00		B20/6
Frank	Rangel	Transporter	Longevity increase	07/01/14	90	8.00		B20/6
Ernest	Fregoso	Transporter/Custodian	Longevity increase	07/01/14	50	8.00		B20/6
Jon	Andrews	Vehicle Maint. Coord.	Longevity increase	07/01/14	56	8.00		B36/6
Richard	Goorey	Whse. Coord.	Longevity increase	07/01/14	90	8.00		B28/6
Melody	Reynolds	Food Service Spec.	Promotion	08/04/14	90	8.00	606	B21/5
Melisa	Blevins	Clerical Asst. I	Reinstatement	07/23/14	11	6.00	403	B17/6
Mary	Dardis	Instr. Asst./Reg.	Resignation (hired Certificated)	07/01/14	12	3.50	310	B11/6
Cara	Baker	Instr. Asst./Reg.	Resignation on probation	07/03/14	29	16.0/wk	117	B11/1
Benjamin	Friesen	Computer Tech. I/sub	Separation - no longer available	06/25/14	12/22		302	B30/1
Kevin	Cornwall	Instr. Asst./Rec.	Separation on probation	07/09/14	11	19.75/wk	302	B11/1
Ana	Medina de Tafolla	Custodian I	Step raise	07/01/14	21	8.00	542	B17/3
Donna	Vargas	Reprographics Tech.	Step raise	07/01/14	50	3.50	519	B20/5

CONSENT ITEM

**DATE:** July 29, 2014  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, 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.

Maryann May (Senior Secretary) - Classes taken at Fullerton College:  
SOSC 120 - Introduction to Probability and Statistics  
Total amount payable \$252.30

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 0152258749-5885 for the 2013/2014 fiscal year. \$5,000.00 is a contract language mandate and is budgeted annually for such expenses.

Recommendation: Approve Classified tuition reimbursements.

MLD:CL:ph

CONSENT ITEM

**DATE:** July 29, 2014  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**SUBJECT:** APPROVE/RATIFY NOTICE OF AUTOMATIC INCREASE IN LEGAL SERVICES WITH THE LAW OFFICES OF BEST BEST & KRIEGER EFFECTIVE JULY 1, 2014

Background: The District wishes to renew its contract with the Law Office of Best Best & Krieger to continue to provide legal services on behalf of the District. In accordance with the current agreement and with the All Urban Consumer Price Index, hourly rates are adjusted annually on July 1<sup>st</sup>.

The hourly rate and services charges are as follows:

Basic Services

Partners	\$239 per hour
Of Counsel	\$239 per hour
Senior Assoc.	\$239 per hour
Junior Assoc.	\$239 per hour
Paralegal	\$132 per hour
Clerk	\$132 per hour

Special Services

Partners	\$280 per hour
Of Counsel	\$280 per hour
Senior Assoc.	\$254 per hour
Junior Assoc.	\$254 per hour
Paralegal	\$153 per hour
Clerk	\$153 per hour

Rationale: The Law Offices of Best Best & Krieger will provide legal expertise on a variety of items ranging from personnel discipline to labor relations.

Funding: The cost for legal services will be paid from the General Fund (01) at the above referenced hourly rates.

Recommendation: Approve/Ratify Notice of Automatic Increase in legal services with the Law Offices of Best Best & Krieger effective July 1, 2014.

MD:nm

CONSENT ITEM

**DATE:** July 29, 2014  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**SUBJECT:** APPROVE REJECTION OF CLAIM NUMBER 14-16471 RV

Background: A claim for damages has been filed against the District. The District and its liability claims administrator, CorVel, have investigated the claim 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 claim is recommended.

Funding: Not applicable.

Recommendation: Approve rejection of Claim Number 14-16471 RV.

SH:LB

CONSENT ITEM

**DATE:** July 29, 2014

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

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

**PREPARED BY:** Debbie Vásquez, Manager, Transportation Services

**SUBJECT:** **APPROVE/RATIFY CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND FAST DEER BUS CHARTER, INC., TO PROVIDE TRANSPORTATION FOR FIELD TRIPS, EFFECTIVE JULY 30, 2014 THROUGH JUNE 30, 2015**

Background: Occasionally, schools request transportation for field trips to be accomplished at times that conflict with home-to-school route schedules. In the past, the District has contracted with Fast Deer Bus Charter, Inc., to provide transportation for field trips in situations as previously described. Fullerton School District seeks to enter into a contract, effective upon Board approval through June 30, 2015, with Fast Deer Bus Charter, Inc., to provide field trip transportation on an as-needed basis.

The Fullerton School District's Transportation Department books field trips that the District's drivers cannot accomplish with the least expensive carrier that can perform the requested work.

Fast Deer Bus Charter, Inc., has met the District's insurance liability requirements. Each bus provided by the contractor will pass a safety inspection by District mechanics prior to departure on a field trip in order to ensure the safety of the District's students.

Rationale: The District is committed to providing safe, efficient transportation services to its students. In times when the District's Transportation Department cannot provide such services, contracts such as this are required.

Funding: Total cost not to exceed \$5,000.00 from General Fund (01)—School Site Funds.

Recommendation: Approve/Ratify contract with Fast Deer Bus Charter, Inc., to provide transportation for field trips, effective July 30, 2014 through June 30, 2015.

SH: DV  
Attachment

**FULLERTON SCHOOL DISTRICT**  
**TRANSPORTATION SERVICES AGREEMENT**

THIS AGREEMENT is entered into this 30<sup>th</sup> day of July 2014, between

FAST DEER BUS CHARTER, INC.  
8105 Slauson Avenue  
Montebello, California, 90640

hereinafter referred to as Fast Deer, and

FULLERTON SCHOOL DISTRICT  
1401 West Valencia Drive  
Fullerton, California, 92833

hereinafter referred to as FSD.

WHEREAS, Fast Deer owns a number of school and School Pupil Activity Bus (SPAB) certified type buses and employs licensed and certified school and SPAB certified bus drivers, and

WHEREAS, students attending FSD school participate in activities requiring transportation on either school or SPAB buses, and

WHEREAS, Fast Deer desires to provide school or SPAB buses and school or SPAB bus drivers to transport the aforementioned students.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Fast Deer shall provide school or SPAB buses and school or SPAB certified drivers to transport students to and from various school activities as requested by FSD and agreed to by Fast Deer. Said buses and drivers shall comply with all laws, rules, and regulations pertaining to the transportation of students.
2. Fast Deer shall present the bus (es) to the FSD mechanics for a safety inspection one half-hour prior to the requested load time. If the bus (es) fails to pass the inspection performed by FSD mechanics, Fast Deer will either send a replacement bus (es) or make the necessary repairs to the bus (es) that did not pass the safety inspection.
3. This agreement shall be effective July 30, 2014 and continue through June 30, 2015, unless terminated earlier by either party.
4. This agreement may be terminated by either party upon thirty (30) days prior written notice which shall set forth the desired date of termination of this agreement.

5. Fast Deer shall be compensated by FSD at the rates specified in Attachment "A" which is incorporated herein as if fully set forth. These rates are to be in effect for the duration of this agreement.
6. Fast Deer shall invoice FSD for services promptly after each date of service, and shall be compensated within a reasonable time thereafter.
7. Fast Deer shall be excused from performance, without penalty, during such time and to the extent prevented from performing by Acts of God, fire, earthquake, strike, lockout, civil disorder, war, or other unforeseeable events.
8. During the term of this agreement, Fast Deer shall maintain the following types of insurance:
  - a. Comprehensive general liability insurance, including owned and non owned motor vehicle liability insurance with respect to the services provided by, or on behalf of Fast Deer under this Agreement. All insurance policies shall state the name of the insurance carrier and name FSD as an additional insured. Liability insurance for death, bodily injury, and property damage shall be for no less than \$2,000,000.00 per occurrence for general liability and no less than \$5,000,000.00 per occurrence for automobile liability.
  - b. Worker's compensation insurance as required by law to protect Fast Deer from claims which may arise from its operations under this Agreement.
  - c. The policies of insurance described in this paragraph 8 shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. Fast Deer agrees that prior to performing any serviced required by this Agreement, true and correct copies of all certificates of insurance reflecting the coverage required by this paragraph 8 shall be provided to FSD.
9. Fast Deer shall hold harmless and indemnify FSD, its governing board officers, agents, and employees, from and against any and all demands, losses, claims, legal and investigative expenses or liabilities of any kind which said governing board officers, agents or employees may sustain or incur, or which may be imposed upon them for injury or death of persons as a direct result of, or arising out of negligence or willful misconduct on the part of Fast Deer, its officers, agents or employees, while carrying out the terms of this agreement.
10. FSD shall hold harmless and indemnify Fast Deer, its officers, agents, and employees, from and against any and all demands, losses, claims, legal and investigative expenses or liabilities of any kind which said officers, agents or employees may sustain or incur, or which may be imposed upon them for injury or death of persons as a direct result of, or arising out of negligence or willful misconduct on the part of FSD, its officers, agents or employees, while carrying out the terms of this agreement.
11. While engaged in and carrying out its obligations under the terms of this Agreement, Fast Deer is an independent contractor, and not an officer, agent or employee of FSD.



12. FSD shall be held responsible for any defacement of or damage to equipment owned by Fast Deer which is caused by FSD students.
13. Fast Deer is not responsible and creates no bailment for personal items carried aboard or placed in luggage compartments of its buses.
14. Fast Deer's drivers shall be responsible for following and enforcing the rules and policies relating to school bus operation, as well as complying with all the laws and regulations relating to school bus transportation as specified in the California Vehicle Code, California Education Code, and California Code of Regulations. Said drivers shall require the students to follow FSD rules and policies, which include but are not limited to the following:
  - a. Smoking on the buses while engaged in the performance of this agreement, as well as on FSD property, is not permitted.
  - b. Eating, drinking, and gum-chewing are not permitted by students.
  - c. Students must remain seated and face forward while the bus is moving.
  - d. Alcoholic beverages and dangerous drugs are not permitted.
  - e. Shoes must be worn; athletic shoes with cleats are not permitted.
  - f. Boisterous or loud conduct is not permitted.
  - g. Bus drivers' instructions must be obeyed.
15. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor. Any such assignment shall be null and void and shall be deemed a basis for termination of this Agreement.
16. Compliance With Applicable Laws. The services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in services covered by this Agreement or accruing out of the performance of such services.
17. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
18. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. 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.

20. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status, or age of such persons.
21. 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.
22. 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 Dr.  
Fullerton, CA 92833  
Attn: Susan Hume

**CONTRACTOR:**

Fast Deer Bus Charter, Inc.  
8105 Slauson Avenue  
Montebello, CA 90640  
Attn: Eddie Wong

23. 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.
24. 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.
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.
27. This agreement and the Attachment hereto contain the entire understanding between Fast Deer and FSD. All prior oral agreements, understandings, representations, or statements are hereby merged into this Agreement, and shall have no further force or effect.

BY SIGNATURE BELOW THE PARTIES MUTUALLY AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

FULLERTON SCHOOL DISTRICT

FAST DEER BUS CHARTER, INC.

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

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

Name: Susan Hume

Name: Eddie Wong

Title: Assistant Superintendent  
Business Services  
714-447-7445  
714-447-7514 (FAX)

Title: President  
323-2014-8988  
323-201-8900 (FAX)

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

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

CONSENT ITEM

**DATE:** July 29, 2014

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

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

**PREPARED BY:** Debbie Vásquez, Manager, Transportation Services

**SUBJECT:** **APPROVE/RATIFY CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND PACIFIC COACHWAYS CHARTER SERVICES TO PROVIDE TRANSPORTATION FOR FIELD TRIPS, EFFECTIVE JULY 30, 2014 THROUGH JUNE 30, 2015**

Background: Occasionally, schools request transportation for field trips to be accomplished at times that conflict with home-to-school route schedules. In the past, the District has contracted with Pacific Coachways Charter Services to provide transportation for field trips in situations as previously described. Fullerton School District seeks to enter into a contract, effective July 30, 2014, through June 30, 2015, with Pacific Coachways Charter Services to provide field trip transportation on an as-needed basis.

The Fullerton School District's Transportation Department books field trips that the District's drivers cannot accomplish with the least expensive carrier that can perform the requested work.

Pacific Coachways Charter Services has met the District's insurance liability requirements. Each bus provided by the contractor will pass a safety inspection by District mechanics prior to departure on a field trip in order to ensure the safety of the District's students.

Rationale: The District is committed to providing safe, efficient transportation services to its students. In times when the District's Transportation Department cannot provide such services, contracts such as this are required.

Funding: General Fund (01)—School Site Funds.

Recommendation: Approve/Ratify contract between Fullerton School District and Pacific Coachways Charter Services to provide transportation for field trips, effective July 30, 2014 through June 30, 2015.

SH:DV  
Attachment

**FULLERTON SCHOOL DISTRICT**

**TRANSPORTATION SERVICES AGREEMENT**

THIS AGREEMENT is entered into this 30<sup>th</sup> day of July 2014, between

PACIFIC COACHWAYS CHARTER SERVICES, INC.  
11771 Markon Drive  
Garden Grove, California, 92841

hereinafter referred to as Pacific Coachways, and

FULLERTON SCHOOL DISTRICT  
1401 West Valencia Drive  
Fullerton, California, 92833

hereinafter referred to as FSD.

WHEREAS, Pacific Coachways owns a number of school and School Pupil Activity Bus (SPAB) certified type buses and employs licensed and certified school and SPAB certified bus drivers, and

WHEREAS, students attending FSD school participate in activities requiring transportation on either school or SPAB buses, and

WHEREAS, Pacific Coachways desires to provide school or SPAB buses and school or SPAB bus drivers to transport the aforementioned students.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Pacific Coachways shall provide school or SPAB buses and school or SPAB certified drivers to transport students to and from various school activities as requested by FSD and agreed to by Pacific Coachways. Said buses and drivers shall comply with all laws, rules, and regulations pertaining to the transportation of students.
2. Pacific Coachways shall present the bus (es) to the FSD mechanics for a safety inspection one half-hour prior to the requested load time. If the bus (es) fails to pass the inspection performed by FSD mechanics, Pacific Coachways will either send a replacement bus (es) or make the necessary repairs to the bus (es) that did not pass the safety inspection.
3. This agreement shall be effective July 30, 2014, and continue through June 30, 2015, unless terminated earlier by either party.
4. This agreement may be terminated by either party upon thirty (30) days prior written notice which shall set forth the desired date of termination of this agreement.

5. Pacific Coachways shall be compensated by FSD at the rates specified in Attachment "A" which is incorporated herein as if fully set forth. These rates are to be in effect for the duration of this agreement.
6. Pacific Coachways shall invoice FSD for services promptly after each date of service, and shall be compensated within a reasonable time thereafter.
7. Pacific Coachways shall be excused from performance, without penalty, during such time and to the extent prevented from performing by Acts of God, fire, earthquake, strike, lockout, civil disorder, war, or other unforeseeable events.
8. During the term of this agreement, Pacific Coachways shall maintain the following types of insurance:
  - a. Comprehensive general liability insurance, including owned and non owned motor vehicle liability insurance with respect to the services provided by, or on behalf of Pacific Coachways under this Agreement. All insurance policies shall state the name of the insurance carrier and name FSD as an additional insured. Liability insurance for death, bodily injury and property damage shall be for no less than \$2,000,000.00 per occurrence for general liability and no less than \$5,000,000.00 per occurrence for automobile liability.
  - b. Worker's compensation insurance as required by law to protect Pacific Coachways from claims which may arise from its operations under this Agreement.
  - c. The policies of insurance described in this paragraph 8 shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. Pacific Coachways agrees that prior to performing any serviced required by this Agreement, true and correct copies of all certificates of insurance reflecting the coverage required by this paragraph 8 shall be provided to FSD.
9. Pacific Coachways shall hold harmless and indemnify FSD, its governing board officers, agents, and employees, from and against any and all demands, losses, claims, legal and investigative expenses or liabilities of any kind which said governing board officers, agents or employees may sustain or incur, or which may be imposed upon them for injury or death of persons as a direct result of, or arising out of negligence or willful misconduct on the part of Pacific Coachways, its officers, agents or employees, while carrying out the terms of this agreement.
10. FSD shall hold harmless and indemnify Pacific Coachways, its officers, agents, and employees, from and against any and all demands, losses, claims, legal and investigative expenses or liabilities of any kind which said officers, agents or employees may sustain or incur, or which may be imposed upon them for injury or death of persons as a direct result of, or arising out of negligence or willful misconduct on the part of FSD, its officers, agents or employees, while carrying out the terms of this agreement.
11. While engaged in and carrying out its obligations under the terms of this Agreement, Pacific Coachways is an independent contractor, and not an officer, agent or employee of FSD.

12. FSD shall be held responsible for any defacement of or damage to equipment owned by Pacific Coachways which is caused by FSD students.
13. Pacific Coachways is not responsible and creates no bailment for personal items carried aboard or placed in luggage compartments of its buses.
14. Pacific Coachways' drivers shall be responsible for following and enforcing the rules and policies relating to school bus operation, as well as complying with all the laws and regulations relating to school bus transportation as specified in the California Vehicle Code, California Education Code, and California Code of Regulations. Said drivers shall require the students to follow FSD rules and policies, which include but are not limited to the following:
  - a. Smoking on the buses while engaged in the performance of this agreement, as well as on FSD property, is not permitted
  - b. Eating, drinking, and gum-chewing are not permitted by students.
  - c. Students must remain seated and face forward while the bus is moving.
  - d. Alcoholic beverages and dangerous drugs are not permitted.
  - e. Shoes must be worn; athletic shoes with cleats are not permitted
  - f. Boisterous or loud conduct is not permitted.
  - g. Bus drivers' instructions must be obeyed.
15. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor. Any such assignment shall be null and void and shall be deemed a basis for termination of this Agreement.
16. Compliance With Applicable Laws. The services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in services covered by this Agreement or accruing out of the performance of such services.
17. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
18. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. 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.

20. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
21. 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.
22. 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 Dr.  
Fullerton, CA 92833  
Attn: Susan Hume

**CONTRACTOR:**

Pacific Coachways Charter Services  
11771 Markon Dr.  
Garden Grove, CA 92841  
Attn: Michael Giddens

23. 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.
24. 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.
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.
27. This agreement and the Attachment hereto contain the entire understanding between Pacific Coachways and FSD. All prior oral agreements, understandings, representations or statements are hereby merged into this Agreement, and shall have no further force or effect.



BY SIGNATURE BELOW THE PARTIES MUTUALLY AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

FULLERTON SCHOOL DISTRICT

PACIFIC COACHWAYS  
CHARTER SERVICES, INC.

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

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

Name: Susan Hume

Name: Michael Giddens

Title: Assistant Superintendent  
Business Services  
714-447-7445  
714-447-7514 (FAX)

Title: Vice President  
714-892-5000 ext. 753  
714-622-1765 (FAX)

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

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

CONSENT ITEM

**DATE:** July 29, 2014

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

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

**PREPARED BY:** Debbie Vásquez, Manager, Transportation Services

**SUBJECT:** **APPROVE/RATIFY CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND SILVER STATE COACH, INC., TO PROVIDE TRANSPORTATION FOR FIELD TRIPS, EFFECTIVE JULY 30, 2014 THROUGH JUNE 30, 2015**

Background: Occasionally, schools request transportation for field trips to be accomplished at times that conflict with home-to-school route schedules. In the past, the District has contracted with Silver State Coach, Inc., to provide transportation for field trips in situations as previously described. Fullerton School District seeks to enter into a contract, effective July 30, 2014, through June 30, 2015, with Silver State Coach, Inc., to provide field trip transportation on an as-needed basis.

The Fullerton School District Transportation Department books field trips that the District's drivers cannot accomplish with the least expensive carrier that can perform the requested work.

Silver State Coach, Inc., has met the District's insurance liability requirements. Each bus provided by the contractor will pass a safety inspection by District mechanics prior to departure on a field trip in order to ensure the safety of the District's students.

Rationale: The District is committed to providing safe, efficient transportation services to its students. In times when the District's Transportation Department cannot provide such services, contracts such as this are required.

Funding: General Fund (01)—School Site Funds.

Recommendation: Approve/Ratify contract between Fullerton School District and Silver State Coach, Inc., to provide transportation for field trips, effective July 30, 2014 through June 30, 2015.

SH:DV  
Attachment

**FULLERTON SCHOOL DISTRICT**  
**TRANSPORTATION SERVICES AGREEMENT**

THIS AGREEMENT is entered into this 30<sup>th</sup> day of July 2014, between

SILVER STATE COACH, INC.  
701 Fee Ana Street  
Placentia, California, 92870

hereinafter referred to as Silver State, and

FULLERTON SCHOOL DISTRICT  
1401 West Valencia Drive  
Fullerton, California, 92833

hereinafter referred to as FSD.

WHEREAS, Silver State owns a number of school and School Pupil Activity Bus (SPAB) certified type buses and employs licensed and certified school and SPAB certified bus drivers, and

WHEREAS, students attending FSD school participate in activities requiring transportation on either school or SPAB buses, and

WHEREAS, Silver State desires to provide school or SPAB buses and school or SPAB bus drivers to transport the aforementioned students.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Silver State shall provide school or SPAB buses and school or SPAB certified drivers to transport students to and from various school activities as requested by FSD and agreed to by Silver State. Said buses and drivers shall comply with all laws, rules, and regulations pertaining to the transportation of students.
2. Silver State shall present the bus(es) to the FSD mechanics for a safety inspection one half-hour prior to the requested load time. If the bus(es) fails to pass the inspection performed by FSD mechanics, Silver State will either send a replacement bus(es) or make the necessary repairs to the bus(es) that did not pass the safety inspection.
3. This agreement shall be effective July 30, 2014, and continue through June 30, 2015, unless terminated earlier by either party.
4. This agreement may be terminated by either party upon thirty (30) days prior written notice which shall set forth the desired date of termination of this agreement.

5. Silver State shall be compensated by FSD at the rates specified in Attachment "A" which is incorporated herein as if fully set forth. These rates are to be in effect for the duration of this agreement.
6. Silver State shall invoice FSD for services promptly after each date of service, and shall be compensated within a reasonable time thereafter.
7. Silver State shall be excused from performance, without penalty, during such time and to the extent prevented from performing by Acts of God, fire, earthquake, strike, lockout, civil disorder, war, or other unforeseeable events.
8. During the term of this agreement, Silver State shall maintain the following types of insurance:
  - a. Comprehensive general liability insurance, including owned and non owned motor vehicle liability insurance with respect to the services provided by, or on behalf of Silver State under this Agreement. All insurance policies shall state the name of the insurance carrier and name FSD as an additional insured. Liability insurance for death, bodily injury, and property damage shall be for no less than \$2,000,000.00 per occurrence for general liability and no less than \$5,000,000.00 per occurrence for automobile liability.
  - b. Worker's compensation insurance as required by law to protect Silver State from claims which may arise from its operations under this Agreement.
  - c. The policies of insurance described in this paragraph 8 shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. Silver State agrees that prior to performing any serviced required by this Agreement, true and correct copies of all certificates of insurance reflecting the coverage required by this paragraph 8 shall be provided to FSD.
9. Silver State shall hold harmless and indemnify FSD, its governing board officers, agents, and employees, from and against any and all demands, losses, claims, legal and investigative expenses or liabilities of any kind which said governing board officers, agents or employees may sustain or incur, or which may be imposed upon them for injury or death of persons as a direct result of, or arising out of negligence or willful misconduct on the part of Silver State, its officers, agents or employees, while carrying out the terms of this agreement.
10. FSD shall hold harmless and indemnify Silver State, its officers, agents, and employees, from and against any and all demands, losses, claims, legal and investigative expenses or liabilities of any kind which said officers, agents or employees may sustain or incur, or which may be imposed upon them for injury or death of persons as a direct result of, or arising out of negligence or willful misconduct on the part of FSD, its officers, agents or employees, while carrying out the terms of this agreement.
11. While engaged in and carrying out its obligations under the terms of this Agreement, Silver State is an independent contractor, and not an officer, agent or employee of FSD.

12. FSD shall be held responsible for any defacement of or damage to equipment owned by Silver State which is caused by FSD students.
13. Silver State is not responsible and creates no bailment for personal items carried aboard or placed in luggage compartments of its buses.
14. Silver State's drivers shall be responsible for following and enforcing the rules and policies relating to school bus operation, as well as complying with all the laws and regulations relating to school bus transportation as specified in the California Vehicle Code, California Education Code, and California Code of Regulations. Said drivers shall require the students to follow FSD rules and policies, which include but are not limited to the following:
  - a. Smoking on the buses while engaged in the performance of this agreement, as well as on FSD property, is not permitted
  - b. Eating, drinking, and gum-chewing are not permitted by students.
  - c. Students must remain seated and face forward while the bus is moving.
  - d. Alcoholic beverages and dangerous drugs are not permitted.
  - e. Shoes must be worn; athletic shoes with cleats are not permitted
  - f. Boisterous or loud conduct is not permitted.
  - g. Bus drivers' instructions must be obeyed.
15. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor. Any such assignment shall be null and void and shall be deemed a basis for termination of this Agreement.
16. Compliance With Applicable Laws. The services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in services covered by this Agreement or accruing out of the performance of such services.
17. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
18. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. 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.

20. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
21. 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.
22. 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 Dr.  
Fullerton, CA 92833  
Attn: Susan Hume

CONTRACTOR:  
Silver State Coach, Inc.  
701 Fee Ana St.  
Placentia, CA 92870  
Attn: Tony Fiorini

23. 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.
24. 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.
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.
27. This agreement and the Attachment hereto contain the entire understanding between Silver State and FSD. All prior oral agreements, understandings, representations, or statements are hereby merged into this Agreement, and shall have no further force or effect.

BY SIGNATURE BELOW THE PARTIES MUTUALLY AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

FULLERTON SCHOOL DISTRICT

SILVER STATE COACH, INC.

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

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

Name: Susan Hume

Name: Tony Fiorini

Title: Assistant Superintendent  
Business Services  
714-447-7445  
714-447-7514 (FAX)

Title: President  
714-577-0180  
714-577-0182 (FAX)

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

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

CONSENT ITEM

**DATE:** July 29, 2014

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

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

**PREPARED BY:** Debbie Vásquez, Manager, Transportation Services

**SUBJECT:** **APPROVE/RATIFY CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND SILVER STATE COACH, INC., TO PROVIDE TRANSPORTATION FOR FIELD TRIPS, EFFECTIVE JULY 30, 2014 THROUGH JUNE 30, 2015**

Background: Occasionally, schools request transportation for field trips to be accomplished at times that conflict with home-to-school route schedules. In the past, the District has contracted with Silver State Coach, Inc., to provide transportation for field trips in situations as previously described. Fullerton School District seeks to enter into a contract, effective July 30, 2014, through June 30, 2015, with Silver State Coach, Inc., to provide field trip transportation on an as-needed basis.

The Fullerton School District Transportation Department books field trips that the District's drivers cannot accomplish with the least expensive carrier that can perform the requested work.

Silver State Coach, Inc., has met the District's insurance liability requirements. Each bus provided by the contractor will pass a safety inspection by District mechanics prior to departure on a field trip in order to ensure the safety of the District's students.

Rationale: The District is committed to providing safe, efficient transportation services to its students. In times when the District's Transportation Department cannot provide such services, contracts such as this are required.

Funding: General Fund (01)—School Site Funds.

Recommendation: Approve/Ratify contract between Fullerton School District and Silver State Coach, Inc., to provide transportation for field trips, effective July 30, 2014 through June 30, 2015.

SH:DV  
Attachment



**FULLERTON SCHOOL DISTRICT**  
**TRANSPORTATION SERVICES AGREEMENT**

THIS AGREEMENT is entered into this 30<sup>th</sup> day of July 2014, between

SILVER STATE COACH, INC.  
701 Fee Ana Street  
Placentia, California, 92870

hereinafter referred to as Silver State, and

FULLERTON SCHOOL DISTRICT  
1401 West Valencia Drive  
Fullerton, California, 92833

hereinafter referred to as FSD.

WHEREAS, Silver State owns a number of school and School Pupil Activity Bus (SPAB) certified type buses and employs licensed and certified school and SPAB certified bus drivers, and

WHEREAS, students attending FSD school participate in activities requiring transportation on either school or SPAB buses, and

WHEREAS, Silver State desires to provide school or SPAB buses and school or SPAB bus drivers to transport the aforementioned students.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Silver State shall provide school or SPAB buses and school or SPAB certified drivers to transport students to and from various school activities as requested by FSD and agreed to by Silver State. Said buses and drivers shall comply with all laws, rules, and regulations pertaining to the transportation of students.
2. Silver State shall present the bus(es) to the FSD mechanics for a safety inspection one half-hour prior to the requested load time. If the bus(es) fails to pass the inspection performed by FSD mechanics, Silver State will either send a replacement bus(es) or make the necessary repairs to the bus(es) that did not pass the safety inspection.
3. This agreement shall be effective July 30, 2014, and continue through June 30, 2015, unless terminated earlier by either party.
4. This agreement may be terminated by either party upon thirty (30) days prior written notice which shall set forth the desired date of termination of this agreement.

5. Silver State shall be compensated by FSD at the rates specified in Attachment "A" which is incorporated herein as if fully set forth. These rates are to be in effect for the duration of this agreement.
6. Silver State shall invoice FSD for services promptly after each date of service, and shall be compensated within a reasonable time thereafter.
7. Silver State shall be excused from performance, without penalty, during such time and to the extent prevented from performing by Acts of God, fire, earthquake, strike, lockout, civil disorder, war, or other unforeseeable events.
8. During the term of this agreement, Silver State shall maintain the following types of insurance:
  - a. Comprehensive general liability insurance, including owned and non owned motor vehicle liability insurance with respect to the services provided by, or on behalf of Silver State under this Agreement. All insurance policies shall state the name of the insurance carrier and name FSD as an additional insured. Liability insurance for death, bodily injury, and property damage shall be for no less than \$2,000,000.00 per occurrence for general liability and no less than \$5,000,000.00 per occurrence for automobile liability.
  - b. Worker's compensation insurance as required by law to protect Silver State from claims which may arise from its operations under this Agreement.
  - c. The policies of insurance described in this paragraph 8 shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. Silver State agrees that prior to performing any serviced required by this Agreement, true and correct copies of all certificates of insurance reflecting the coverage required by this paragraph 8 shall be provided to FSD.
9. Silver State shall hold harmless and indemnify FSD, its governing board officers, agents, and employees, from and against any and all demands, losses, claims, legal and investigative expenses or liabilities of any kind which said governing board officers, agents or employees may sustain or incur, or which may be imposed upon them for injury or death of persons as a direct result of, or arising out of negligence or willful misconduct on the part of Silver State, its officers, agents or employees, while carrying out the terms of this agreement.
10. FSD shall hold harmless and indemnify Silver State, its officers, agents, and employees, from and against any and all demands, losses, claims, legal and investigative expenses or liabilities of any kind which said officers, agents or employees may sustain or incur, or which may be imposed upon them for injury or death of persons as a direct result of, or arising out of negligence or willful misconduct on the part of FSD, its officers, agents or employees, while carrying out the terms of this agreement.
11. While engaged in and carrying out its obligations under the terms of this Agreement, Silver State is an independent contractor, and not an officer, agent or employee of FSD.

12. FSD shall be held responsible for any defacement of or damage to equipment owned by Silver State which is caused by FSD students.
13. Silver State is not responsible and creates no bailment for personal items carried aboard or placed in luggage compartments of its buses.
14. Silver State's drivers shall be responsible for following and enforcing the rules and policies relating to school bus operation, as well as complying with all the laws and regulations relating to school bus transportation as specified in the California Vehicle Code, California Education Code, and California Code of Regulations. Said drivers shall require the students to follow FSD rules and policies, which include but are not limited to the following:
  - a. Smoking on the buses while engaged in the performance of this agreement, as well as on FSD property, is not permitted
  - b. Eating, drinking, and gum-chewing are not permitted by students.
  - c. Students must remain seated and face forward while the bus is moving.
  - d. Alcoholic beverages and dangerous drugs are not permitted.
  - e. Shoes must be worn; athletic shoes with cleats are not permitted
  - f. Boisterous or loud conduct is not permitted.
  - g. Bus drivers' instructions must be obeyed.
15. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor. Any such assignment shall be null and void and shall be deemed a basis for termination of this Agreement.
16. Compliance With Applicable Laws. The services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in services covered by this Agreement or accruing out of the performance of such services.
17. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
18. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. 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.

20. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
21. 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.
22. 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 Dr.  
Fullerton, CA 92833  
Attn: Susan Hume

CONTRACTOR:  
Silver State Coach, Inc.  
701 Fee Ana St.  
Placentia, CA 92870  
Attn: Tony Fiorini

23. 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.
24. 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.
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.
27. This agreement and the Attachment hereto contain the entire understanding between Silver State and FSD. All prior oral agreements, understandings, representations, or statements are hereby merged into this Agreement, and shall have no further force or effect.

BY SIGNATURE BELOW THE PARTIES MUTUALLY AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

FULLERTON SCHOOL DISTRICT

SILVER STATE COACH, INC.

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

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

Name: Susan Hume

Name: Tony Fiorini

Title: Assistant Superintendent  
Business Services  
714-447-7445  
714-447-7514 (FAX)

Title: President  
714-577-0180  
714-577-0182 (FAX)

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

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

CONSENT ITEM

**DATE:** July 29, 2014

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

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

**PREPARED BY:** Debbie Vásquez, Manager, Transportation Services

**SUBJECT:** **APPROVE/RATIFY CONTRACT BETWEEN FULLERTON SCHOOL DISTRICT AND TRANSPORTATION CHARTER SERVICES TO PROVIDE TRANSPORTATION FOR FIELD TRIPS, EFFECTIVE JULY 30, 2014 THROUGH JUNE 30, 2015**

Background: Occasionally, schools request transportation for field trips to be accomplished at times that conflict with home-to-school route schedules. In the past, the District has contracted with Transportation Charter Services to provide transportation for field trips in situations as previously described. Fullerton School District seeks to enter into a contract, effective upon Board approval through June 30, 2015, with Transportation Charters Services to provide field trip transportation on an as-needed basis.

The Fullerton School District Transportation Department books field trips that the District's drivers cannot accomplish with the least expensive carrier that can perform the requested work.

Transportation Charter Services has met the insurance liability requirements of the District. Each bus provided by the contractor will pass a safety inspection by District mechanics prior to departure on a field trip in order to ensure the safety of the District's students.

Rationale: The District is committed to providing safe, efficient transportation services to its students. In times when the District's Transportation Department cannot provide such services, contracts such as this are required.

Funding: Total cost not to exceed \$20,000.00 from General Fund (01)—School Site Funds.

Recommendation: Approve/Ratify contract with Transportation Charter Services to provide transportation for field trips, effective July 30, 2014 through June 30, 2015.

SH: DV  
Attachment

**FULLERTON SCHOOL DISTRICT**

**TRANSPORTATION SERVICES AGREEMENT**

THIS AGREEMENT is entered into this 30<sup>th</sup> day of July 2014, between

TRANSPORTATION CHARTER SERVICES, INC.  
1931 N. Batavia Street  
Orange, California, 92865

hereinafter referred to as Transportation Charter, and

FULLERTON SCHOOL DISTRICT  
1401 West Valencia Drive  
Fullerton, California, 92833

hereinafter referred to as FSD.

WHEREAS, Transportation Charter owns a number of school and School Pupil Activity Bus (SPAB) certified type buses and employs licensed and certified school and SPAB certified bus drivers, and

WHEREAS, students attending FSD school participate in activities requiring transportation on either school or SPAB buses, and

WHEREAS, Transportation Charter desires to provide school or SPAB buses and school or SPAB bus drivers to transport the aforementioned students.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Transportation Charter shall provide school or SPAB buses and school or SPAB certified drivers to transport students to and from various school activities as requested by FSD and agreed to by Transportation Charter. Said buses and drivers shall comply with all laws, rules, and regulations pertaining to the transportation of students.
2. Transportation Charter shall present the bus (es) to the FSD mechanics for a safety inspection one half-hour prior to the requested load time. If the bus (es) fails to pass the inspection performed by FSD mechanics, Transportation Charter will either send a replacement bus (es) or make the necessary repairs to the bus (es) that did not pass the safety inspection.
3. This agreement shall be effective July 30, 2014, and continue through June 30, 2015, unless terminated earlier by either party.
4. This agreement may be terminated by either party upon thirty (30) days prior written notice which shall set forth the desired date of termination of this agreement.

5. Transportation Charter shall be compensated by FSD at the rates specified in Attachment “A” which is incorporated herein as if fully set forth. These rates are to be in effect for the duration of this agreement.
6. Transportation Charter shall invoice FSD for services promptly after each date of service, and shall be compensated within a reasonable time thereafter.
7. Transportation Charter shall be excused from performance, without penalty, during such time and to the extent prevented from performing by Acts of God, fire, earthquake, strike, lockout, civil disorder, war, or other unforeseeable events.
8. During the term of this agreement, Transportation Charter shall maintain the following types of insurance:
  - a. Comprehensive general liability insurance, including owned and non owned motor vehicle liability insurance with respect to the services provided by, or on behalf of Transportation Charter under this agreement. All insurance policies shall state the name of the insurance carrier and name FSD as an additional insured. Liability insurance for death, bodily injury and property damage shall be for no less than \$2,000,000.00 per occurrence for general liability and no less than \$5,000,000.00 per occurrence for automobile liability.
  - b. Worker’s compensation insurance as required by law to protect Transportation Charter from claims which may arise from its operations under this agreement.
  - c. The policies of insurance described in this paragraph 8 shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. Transportation Charter agrees that prior to performing any serviced required by this agreement, true and correct copies of all certificates of insurance reflecting the coverage required by this paragraph 8 shall be provided to FSD.
9. Transportation Charter shall hold harmless and indemnify FSD, its governing board officers, agents, and employees, from and against any and all demands, losses, claims, legal and investigative expenses or liabilities of any kind which said governing board officers, agents or employees may sustain or incur, or which may be imposed upon them for injury or death of persons as a direct result of, or arising out of negligence or willful misconduct on the part of Transportation Charter, its officers, agents or employees, while carrying out the terms of this agreement.
10. FSD shall hold harmless and indemnify Transportation Charter, its officers, agents, and employees, from and against any and all demands, losses, claims, legal and investigative expenses or liabilities of any kind which said officers, agents or employees may sustain or incur, or which may be imposed upon them for injury or death of persons as a direct result of, or arising out of negligence or willful misconduct on the part of FSD, its officers, agents or employees, while carrying out the terms of this agreement.
11. While engaged in and carrying out its obligations under the terms of this agreement, Transportation Charter is an independent contractor, and not an officer, agent or employee of FSD.



12. FSD shall be held responsible for any defacement of or damage to equipment owned by Transportation Charter which is caused by FSD students.
13. Transportation Charter is not responsible and creates no bailment for personal items carried aboard or placed in luggage compartments of its buses.
14. Transportation Charter's drivers shall be responsible for following and enforcing the rules and policies relating to school bus operation, as well as complying with all the laws and regulations relating to school bus transportation as specified in the California Vehicle Code, California Education Code, and California Code of Regulations. Said drivers shall require the students to follow FSD rules and policies, which include but are not limited to the following:
  - a. Smoking on the buses while engaged in the performance of this agreement, as well as on FSD property, is not permitted
  - b. Eating, drinking, and gum-chewing are not permitted by students.
  - c. Students must remain seated and face forward while the bus is moving.
  - d. Alcoholic beverages and dangerous drugs are not permitted.
  - e. Shoes must be worn; athletic shoes with cleats are not permitted
  - f. Boisterous or loud conduct is not permitted.
  - g. Bus drivers' instructions must be obeyed.
15. Assignment. The obligations of the Contractor pursuant to this agreement shall not be assigned by the Contractor. Any such assignment shall be null and void and shall be deemed a basis for termination of this agreement.
16. Compliance With Applicable Laws. The services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in services covered by this agreement or accruing out of the performance of such services.
17. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
18. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this agreement.
19. 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.

20. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
21. 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.
22. 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 Dr.  
Fullerton, CA 92833  
Attn: Susan Hume

**CONTRACTOR:**

Transportation Charter Services  
1931 N. Batavia St.  
Orange, CA 92865  
Attn: Kathryn Mayer

23. 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.
24. 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.
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.
27. This agreement and the Attachment hereto contain the entire understanding between Transportation Charter and FSD. All prior oral agreements, understandings, representations, or statements are hereby merged into this agreement, and shall have no further force or effect.

BY SIGNATURE BELOW THE PARTIES MUTUALLY AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

FULLERTON SCHOOL DISTRICT

TRANSPORTATION CHARTER SERVICES, INC.

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

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

Name: Susan Hume

Name: Kathryn Mayer

Title: Assistant Superintendent  
Business Services  
714-447-7445  
714-447-7514 (FAX)

Title: Vice President  
714-637-4300  
714-637-4377 (FAX)

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

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

CONSENT ITEM

**DATE:** July 29, 2014  
**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 ORDER NUMBER I40X0001 FOR THE 2014/2015 FISCAL YEAR FOR DISTRICT 40 (VAN DAELE)

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 order number I40X0001 for the 2014/2015 fiscal year for District 40 (Van Daele).

SH:SM:gs  
Attachment

Full Elem CFD2000-01

**PURCHASE ORDER DETAIL REPORT**

BOARD OF TRUSTEES MEETING 07/29/2014

FROM 07/01/2014 TO 07/10/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I40X0001	DOLINKA GROUP INC	12,000.00	12,000.00	0168750851 5805	Van Daele Facilities / Consultants
	<b>Fund 01 Total:</b>	<b>12,000.00</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>12,000.00</b>			

CONSENT ITEM

**DATE:** July 29, 2014  
**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 I48R0001 AND I48X0001 FOR THE 2014/2015 FISCAL YEAR FOR DISTRICT 48 (AMERIGE HEIGHTS)

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 I48R0001 and I48X0001 for the 2014/2015 fiscal year for District 48 (Amerige Heights).

SH:SM:gs  
Attachment

Full Elem CFD2001-01

**PURCHASE ORDER DETAIL REPORT**

BOARD OF TRUSTEES MEETING 07/29/2014

FROM 07/01/2014 TO 07/10/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I48R0001	US BANK	2,000.00	2,000.00	0168150851 5800	Amerige Heights Facilities / Other Contracted Services
I48X0001	DOLINKA GROUP LLC	13,000.00	13,000.00	0168150851 5805	Amerige Heights Facilities / Consultants
	<b>Fund 01 Total:</b>	<b>15,000.00</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>15,000.00</b>			

CONSENT ITEM

**DATE:** July 29, 2014

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

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

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

**SUBJECT:** **ADOPT RESOLUTIONS NUMBERED 13/14-B052 THROUGH 13/14-B058 AUTHORIZING BUDGET TRANSFERS AND RECOGNIZING UNBUDGETED REVENUE ACCORDING TO EDUCATION CODE SECTIONS 42600 AND 42602 FOR SUBMISSION TO THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

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

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

Funding: Not applicable.

Recommendation: Adopt Resolutions numbered 13/14-B052 through 13/14-B058 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:SM: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 \$233,222 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	\$31,993
8980	Contributions from Unrestricted Revenues	201,229
	Total:	<u>\$233,222</u>

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$26,302
2000	Classified Salaries	10,939
3000	Employee Benefits	8,796
4000	Books and Supplies	-15,782
5000	Services & Other Operating Expenses	44,006
9789	Designated for Economic Uncertainties	158,961
	Total:	<u>\$233,222</u>

Explanation: This Resolution reflects a decrease in contributions to restricted programs for Special Education funding, 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 income in the amount of \$91,499 is assured to said District in excess of the amounts required to finance the total proposed budget expenditures and transfers for the current fiscal year from sources listed in Section 42602 of the Education Code of California as follows:

**GENERAL FUND 01**  
**RESTRICTED**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
8181	Special Education – Entitlement per UDC	\$25,085
8182	Special Education – Discretionary Grants	14,815
8290	All Other Federal Revenue	59,506
8590	All Other State Revenue	-2,725
8699	All Other Local Revenue	-5,182
8792	Transfers of Apportionments from County Offices	201,229
8980	Contributions from Unrestricted Revenues	-201,229
		<u>\$91,499</u>

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

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

<u>Budget Acct. #</u>	<u>Expenditure Source</u>	<u>Amount</u>
1000	Certificated Salaries	\$283,332
2000	Classified Salaries	33,414
3000	Employee Benefits	-26,496
4000	Books and Supplies	-30,633
5000	Services & Other Operating Expenses	-172,392
7000	Other Outgo	4,274
	Total:	<u>\$91,499</u>

Explanation: This Resolution reflects a decrease in contributions to restricted programs for Special Education funding, an increase to revenue and expenditures for Title III Limited English Proficient (LEP), Special Education IDEA, Title I, Federal Special Education Preschool, and the new State Preschool Grant. It also includes a reduction to revenue and expenditures for the Special Education IDEA Low Incidence entitlement, year-end adjustments for donation accounts, 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>
4000	Books and Supplies	\$12,652
5000	Services & Other Operating Expenses	-12,652
	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	-\$170
5000	Services & Other Operating Expenses	170
	Total:	<u>\$0</u>

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 \$955,561 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	\$955,561
	Total:	\$955,561

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>
5000	Services & Other Operating Expenses	\$2,493
6000	Capital Outlay	-2,493
9780	Other Designations	955,561
	Total:	\$955,561

Explanation: This Resolution reflects an increase to revenue for 2013/14 Developer Fees and adjustments to projected expenditures in the Capital Facilities Fund.

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

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

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

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

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

**SPECIAL RESERVE FOR CAPITAL OUTLAY PROJECTS FUND 40**

<u>Budget Acct. #</u>	<u>Income Source</u>	<u>Amount</u>
5000	Services & Other Operating Expenses	\$12,605
6000	Capital Outlay	-12,605
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 Special Reserve for Capital Outlay Projects 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	\$6,700
3000	Employee Benefits	1,224
4000	Books and Supplies	-1,413
5000	Services & Other Operating Expenses	-6,511
	Total:	<u>\$0</u>

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:** July 29, 2014

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

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

**PREPARED BY:** Deanna Scott, Director, Student Support Services

**SUBJECT:** APPROVE/RATIFY 2014/2015 NONPUBLIC AGENCY (NPA) MASTER CONTRACTS WITH ADVANTAGE ON CALL, AUGMENTATIVE COMMUNICATION THERAPIES, BILINGUAL THERAPIES, CAREERSTAFF UNLIMITED, INC., CELL STAFF, LLC., GALLAGHER PEDIATRIC THERAPY, INVO HEALTHCARE ASSOCIATES, PROCARE THERAPY, INC., SOLIANT HEALTH, STAFFREHAB, SUNBELT STAFFING, LLC., AND WESTERN YOUTH SERVICES

Background: These nonpublic agencies support student educational programs through a variety of services, which may include occupational therapy, physical therapy, behavioral intervention, etc.

The rates for these nonpublic agencies are as follows:

Advantage On Call:

Speech Language Pathologist	\$ 85.00/per 60 Min
Occupational Therapist	\$ 72.00/per 60 Min
Physical Therapist	\$ 72.00/per 60 Min
Certified Occupational Therapy Assistant	\$ 62.00/per 60 Min
Physical Therapy Assistant	\$ 62.00/per 60 Min
Registered Nurse	\$ 49.00/per 60 Min
Licensed Vocational Nurse	\$ 37.00/per 60 Min
Speech Language Pathologist Assistant	\$ 55.00/per 60 Min

Augmentative Communication Therapies:

Assistive Technology Evaluation	\$ 850.00/each
Assistive Technology Services	\$ 145.00/per 60 Min

Bilingual Therapies:

Speech Language Pathologist	\$ 70.00-\$95.00/per 60 Min
Speech Language Pathology Assistant	\$ 50.00-\$67.00/per 60 Min
School Psychologist	\$ 75.00-\$79.00/per 60 Min
Occupational Therapist	\$ 65.00-\$85.00/per 60 Min
Certified Occupational Therapist Assistant	\$ 49.00-\$65.00/per 60 Min

Careerstaff Unlimited, Inc.:

Speech Language Pathologist	\$ 79.00/per 60 Min
Speech Language Pathologist Assistant	\$ 55.00/per 60 Min
Occupational Therapist	\$ 69.00/per 60 Min
Certified Occupational Therapy Assistant	\$ 59.00/per 60 Min
School Psychologist	\$ 80.00/per 60 Min



Cell Staff, LLC:

Speech Language Pathologist	\$ 82.00/per 60 Min
Speech Language Pathologist Assistant	\$ 55.00/per 60 Min
Occupational Therapist	\$ 70.00/per 60 Min
Certified Occupational Therapy Assistant	\$ 55.00/per 60 Min
Registered Nurse	\$ 50.00/per 60 Min
Licensed Vocational Nurse	\$ 38.00/per 60 Min

Gallagher Pediatric Therapy:

Occupational/Physical Therapy	\$ 200.00/per evaluation
Occupational/Physical Therapy – Individual	\$ 88.00/per 50 Min
Occupational/Physical Therapy – Consultation	\$ 88.00/per 50 Min
Occupational Group (2-3 kids)	\$ 160.00/per 50 Min
Occupational Group (4-5 kids)	\$ 300.00/per 50 Min
Occupational Group (6-8 kids)	\$ 450.00/per 50 Min
Occupational Group (9-13 kids)	\$ 550.00/per 50 Min
Occupational Group (14+ kids)	\$ 650.00/per 50 Min
Sensory Integration and Praxis Test (SIPT)	\$ 450.00/per evaluation

Invo Healthcare Associates:

Speech Language Pathologist	\$ 80.00/per 60 Min
Speech Language Pathologist Assistant	\$ 58.00/per 60 Min
Occupational Therapist	\$ 80.00/per 60 Min
Certified Occupational Therapy Assistant	\$ 58.00/per 60 Min
Physical Therapist	\$ 75.00/per 60 Min
Physical Therapist Assistant	\$ 58.00/per 60 Min
Registered Nurse	\$ 52.50/per 60 Min

Procure Therapy, Inc.:

Speech Language Pathologist	\$ 75.00-\$ 85.00/per 60 Min
Speech Language Pathologist Assistant	\$ 60.00-\$ 70.00/per 60 Min
Occupational Therapist	\$ 75.00-\$ 85.00/per 60 Min
Certified Occupational Therapy Assistant	\$ 60.00-\$ 70.00/per 60 Min
School Psychologist	\$ 70.00-\$ 85.00/per 60 Min
School Nurse (RN/LPN)	\$ 50.00-\$ 55.00/per 60 Min

Soliant Health:

Occupational Therapist	\$ 77.00/per 60 Min
Certified Occupational Therapist Assistant	\$ 60.00/per 60 Min
Speech Language Pathologist	\$ 75.00/per 60 Min
Speech Language Pathologist Assistant	\$ 55.00/per 60 Min
Licensed Practical Nurse (LPN)	\$ 55.00/per 60 Min
Registered Nurse	\$ 62.00/per 60 Min

Staffrehab:	
Speech Language Pathologist	\$ 65.00-\$ 80.00/per 60 Min
Occupational Therapist	\$ 68.00-\$ 80.00/per 60 Min
Certified Occupational Therapy Assistant	\$ 53.00-\$ 61.00/per 60 Min
Sunbelt Staffing, LLC:	
Speech Language Pathologist	\$ 70.00-\$ 85.00/per 60 Min
Speech Lanuage Pathologist Assistant	\$ 55.00-\$ 65.00/per 60 Min
Occupational Therapist	\$ 70.00-\$ 85.00/per 60 Min
Certified Occupational Therapy Assistant	\$ 55.00-\$ 65.00/per 60 Min
School Psychologist	\$ 70.00-\$ 85.00/per 60 Min
School Nurse (RN/LPN)	\$ 60.00-\$ 70.00/per 60 Min
Clinical Fellowship Year (CFY)	\$ 60.00-\$ 75.00/per 60 Min
Western Youth Services:	
Counseling	\$ 120.00/per 60 Min

A copy of each contract is available in the Superintendent's Office for review.

Rationale: Nonpublic agency services are utilized when the District does not have the ability to have staff in the area of service. While we are working to provide most services within the District it is necessary to contract outside for certain services.

Funding: Total cost of this contract is to be in the amount of the individualized service contracts and is to be paid from Student Support Services fund (710).

Recommendation: Approve/Ratify 2014/2015 Nonpublic Agency (NPA) Master Contracts with Advantage on Call, Augmentative Communication Therapies, Bilingual Therapies, Careerstaff Unlimited, Inc., Cell Staff, LLC, Gallagher Pediatric Therapy, Invo Healthcare Associates, Procure Therapy, Inc., Soliant Health, Staffrehab, Sunbelt Staffing, LLC, and Western Youth Services.

JM:DS:vm

CONSENT ITEM

**DATE:** July 29, 2014

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

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

**SUBJECT:** **APPROVE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN FULLERTON SCHOOL DISTRICT AND THE COTSEN FOUNDATION FOR IMPLEMENTATION OF *THE ART OF TEACHING* MENTORING AND FELLOWSHIP PROGRAM DURING THE 2014/2015 AND 2015/2016 SCHOOL YEARS**

Background: The Cotsen Foundation for the *Art of Teaching's* mission, established in 2001, is the development of gifted teachers. Mentoring is the strategy that successfully promotes gifted teaching in many individuals and high quality teaching in others. Gifted teachers change the lives of children. These consummate professionals spark a passion for learning in the hearts and minds of young people. Cotsen's *Art of Teaching* vision is that every child experiences the magical touch of gifted teachers and for a lifetime they remember those who helped them become exuberant, lifelong learners. To achieve this end, the Cotsen Foundation for the *Art of Teaching* funds individual teaching mentorships, fellowships, and grants to select elementary schools in California to implement the *Art of Teaching* mentoring program.

Rationale: Fullerton School District (FSD) actively seeks ways to improve instructional practice in order to provide the very best education to our students. The Cotsen Foundation has selected FSD as the 21<sup>st</sup> California district and only the 2<sup>nd</sup> in Orange County, to grant mentorships and fellowships to Acacia School and Valencia Park School for 2014-2016. Each of these schools will have one mentor teacher released full time for two years and up to seven fellowship teachers funded to train and collaborate with the Cotsen mentor teacher.

Funding: There is no cost to the District. The Cotsen Foundation fully funds the cost of releasing the Mentor teacher and provides up to \$500.00 to release Fellowship teachers for trainings throughout the two years.

Recommendation: Approve Memorandum of Understanding (MOU) between Fullerton School District and the Cotsen Foundation for implementation of the *Art of Teaching* mentoring and fellowship program during the 2014/2015 and 2015/2016 school years.

JM:nm  
Attachment

# COTSEN FOUNDATION

FOR THE ART OF TEACHING

12100 Wilshire Blvd., Suite 920 | Los Angeles, CA 90025 | T 310.826.0504 F 310.826.2667 | [www.cotsen.org](http://www.cotsen.org)

July 11, 2014

Dr. Robert Pletka, Superintendent  
Fullerton School District  
1401 W Valencia Drive  
Fullerton, CA 92833

Dear Dr. Pletka,

We are pleased to inform you that we have selected a cohort of fellows and a mentor for Acacia Elementary to participate in the 2014-2016 Cotsen Foundation for the ART of TEACHING Program. Over the next two years, the mentor at the school will work individually with each fellow to establish and work to achieve professional goals in order to perfect the fellow's teaching.

The applicants selected for the ART of TEACHING Program at Acacia Elementary are:

Mentor	Stephanie Given	Fellow	Debra Kojima
Fellow	Tracey Anderson	Fellow	Lara Lewis
Fellow	Kim Brewer	Fellow	Kristine Spencer
Fellow	Kristina Cathcart		

The Foundation will provide a grant to the school to cover the 2014-2015 cost of the following items:

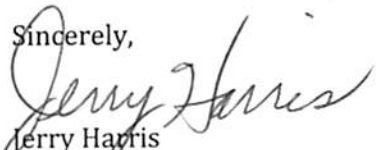
<u>Items</u>	<u>Amount</u>
Mentor salary and benefits	\$ 101,063
Substitute days	\$ 4,320
Classroom materials, books, conferences	\$ 7,000
Total 2014-2015 Grant Not to Exceed	\$ 112,383

The grant amount for next fiscal year (2015-2016) will be determined upon the receipt of estimate from the school.

Enclosed you will find the Memorandum of Understanding (MOU) outlining the terms governing the ART of TEACHING Program. Please sign and return the MOU to us either via regular mail, email to [karenp@cotsenfamilyoffice.com](mailto:karenp@cotsenfamilyoffice.com) or fax to (310) 826-8643.

We look forward to working with you.

Sincerely,

  
Jerry Harris  
Executive Director

Dedicated to the development of gifted teachers

**The ART of TEACHING Program**  
**MEMORANDUM OF UNDERSTANDING**

**I. Purpose**

This Memorandum of Understanding, dated as of the 1st day of July, 2014 (the "Agreement"), between the Cotsen Foundation for the ART of TEACHING (the "Foundation"), the Fullerton School District (the "School District"), and Acacia Elementary School (the "School"), (each, a "Party" and together, the "Parties"), sets forth the terms governing The ART of TEACHING Program, more fully described below (the "Program").

The ART of TEACHING Program provides a two-year grant to the School. The purpose of the program is to transform good teachers into great teachers showing promise of becoming exceptional in the art of teaching and reaching the top of their profession. This is a selective program focused on enabling quality teachers already in the school system to become the best they can with the help of a gifted mentor within each District and School.

**II. Period**

This grant is for the period July 1, 2014 to June 30, 2016.

**III. Terms of Collaboration**

The Foundation, the School District, and the School hereby agree to enter into a collaborative relationship over a two-year period, with the terms set forth below.

1. The Foundation is responsible for the selection of the Mentor.
2. The Foundation is responsible for the selection of the Fellows.
3. The Foundation hereby agrees to:
  - a. Provide a grant to the School District to cover two years of full-time salary and cost of benefits for the selected Mentor at the School, which includes items such as paid time off for sick leave, authorized vacation days, holidays, and other authorized absences which fall within the period of a Mentor's participation under this Agreement, only to the extent the Mentor is entitled to. However, the Foundation shall not reimburse the School for more than thirteen (13) days of paid time off per year, during the period of this Agreement.
  - b. Provide reimbursement to the School District for the cost of, up to five (5) substitute days for each Fellow. Foundation will also provide reimbursement to the School for the cost of one (1) substitute day for each Fellow, whereby the dates are determined by the Mentor.

- c. Provide grants up to \$1,000 per school year for each Fellow and Mentor to cover out-of-pocket expenses for classroom materials, professional books, and conference expenses, directly related to this Program.
  - d. Provide training programs and materials to support the Mentor and Fellows throughout the Program.
  - e. Conduct research and evaluation activities in order to inform the Program.
4. The School District and School hereby agree to:
- a. Provide an estimate of the Mentor's full time salary and cost of benefits at the start of each fiscal year and updates throughout the year as requested by the Foundation.
  - b. Retain the Mentor as an employee of the School District with the rights and benefits normally provided to an employee during his/her participation in this Program. At the end of the Mentor participation in this Program, the School District will determine placement of the Mentor.
  - c. Dedicate all of the Mentor's regular working hours to this Program and agree that the Mentor will not participate in any other extra activities unrelated to this Program during his/her regular working hours throughout the term of this Agreement.
  - d. Provide the Mentor with a private work space at the school site including regular access to an internet-connected computer.
  - e. Ensure the full cooperation and participation of its staff in Program activities such as:
    - On-line communication and coordination
    - Program evaluation and research activities
  - f. Allow the Foundation to video record any and all aspects of the Program during the term of this Agreement. The Foundation shall own all copyrights to the videos and can use the videos for any and all purposes at the discretion of the Foundation during the term of this Agreement and thereafter. Regular video recording will be taken of Fellows teaching in their classrooms, including student and teacher interactions. The School will obtain any required consents from the teachers and students' parents or guardians using the consent form provided by the Foundation. Fellows will be provided with copies of their videos.
  - g. Avoid entering into a collaborative relationship substantially similar to this Program without the prior written consent of Foundation.

5. All participants involved in this Program will
  - a. Establish professional goals aligned with the California Standards for the Teaching Profession and the California Content Standards and/or the Common Core Content Standards.
  - b. Be required to visit exemplary classrooms and attend workshops and conferences throughout the school year

#### **IV. Grant Disbursement**

School District or School must submit timely invoices and supporting documents to the Foundation for the disbursement of the following grants:

1. **Mentor Teachers' Salaries and Benefits**
  - a. **Required Information (included on invoice and/or supporting documents):**
    - Mentor name
    - Period covered
    - Breakdown of salaries and benefit costs per mentor
  - b. **Deadline: The School District or School must submit invoices to the Foundation at a minimum twice a year. In the 2014-2015 fiscal year, the first invoice must be submitted by January 15, 2015 and the second invoice must be submitted no later than May 31, 2015. In the 2015-2016 fiscal year, the first invoice must be submitted by January 15, 2016 and the second invoice no later than May 31, 2016. The first invoices shall reflect costs incurred from July through December and the second invoices from January through June of each respective year.**
2. **Substitute Time**
  - a. **Required Information (included on invoice and/or supporting documents):**
    - Names of mentors/fellows released to attend trainings and meetings
    - Substitute dates for each mentor/fellow
    - Substitute costs per mentor/fellow

**Note: An excel spreadsheet listing the preceding information is preferred.**
  - b. **Deadline: The same as Mentor Teachers' Salaries and Benefits**

### **3. Books, Supplies and Conferences**

- a. **Required Information (included on invoice):**
  - Receipts and/or supporting documents are not necessary
  - Total invoice amount = no. of participants x \$1,000
- b. **Deadline: The School District or School must submit an invoice to the Foundation for the total invoice amount no later than August 31 of each year.**

Payments will only be made upon receipt of the required invoices and supporting documents. They must be submitted via regular mail, fax or email to:

Attn: Accounting  
Cotsen Foundation for the ART of TEACHING  
12100 Wilshire Blvd., Suite 920  
Los Angeles, CA 90025  
Fax: (310) 826-8643  
Email: [accounting@cotsenfamilyoffice.com](mailto:accounting@cotsenfamilyoffice.com)

### **V. Termination**

Either party may, by at least 30 days advance written notice to the other, terminate this Agreement should either Party decide, in good faith, that no measurable progress has been, or is likely to be demonstrated. Death, termination or disability of a Mentor, at the discretion of the Foundation, may result in the termination of the Agreement in whole or in part. In the event of such termination, the School shall be entitled to retain funds previously paid by the Foundation, and to be paid additional amounts for expenditures incurred in connection with this Agreement as of the date of termination.

### **VI. Indemnification**

The Cotsen Foundation, the School District and the School shall each indemnify and hold harmless the other party's Board of Trustees, officers, agents, employees and volunteers from and against any and all losses, claims or expenses arising out of any liability or claim for liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of actions or omissions of either party, except for liability resulting from the negligence or willful misconduct of other party and/or its own Board of Trustees, officers, agents, employees and volunteers. The Cotsen Foundation, the School District and the School will each assume workers compensation liability for injury or death of its Board of Trustees, officers, agents, employees and volunteers.

The Cotsen Foundation shall provide the School with a certificate of insurance designating the School as "additional insured" for the term of this Agreement for all programs conducted by the Foundation on School properties. The minimum limits shall be as follows: General liability - \$1,000,000 per occurrence; automobile liability - \$1,000,000 per occurrence; excess umbrella liability - \$5,000,000 per occurrence.



**VII. Arbitration**

Should either party wish to commence any legal proceeding involving this Agreement, the moving party shall be entitled to initiate arbitration proceedings. Proceeding shall be initiated and conducted in Los Angeles, California under the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding. The party prevailing in such proceedings shall be entitled to recover its or his costs and reasonable attorney's fees from the party not prevailing.

In witness whereof, the Parties hereto have executed this Agreement.

Cotsen Foundation for the ART of TEACHING

By:   
Name: Jerry Harris  
Title: Executive Director

Fullerton School District

By: \_\_\_\_\_  
Name: Dr. Robert Pletka  
Title: Superintendent of Schools

# COTSEN FOUNDATION

FOR THE ART OF TEACHING

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July 11, 2014

Dr. Robert Pletka, Superintendent  
Fullerton School District  
1401 W Valencia Drive  
Fullerton, CA 92833

Dear Dr. Pletka,

We are pleased to inform you that we have selected a cohort of fellows and a mentor for Valencia Park School to participate in the 2014-2016 Cotsen Foundation for the ART of TEACHING Program. Over the next two years, the mentor at the school will work individually with each fellow to establish and work to achieve professional goals in order to perfect the fellow's teaching.

The applicants selected for the ART of TEACHING Program at Valencia Park School are:

Mentor	Kyle Myers	Fellow	Paul Ramirez
Fellow	Caroline Boehm	Fellow	Tracy Ramont
Fellow	Lupe Escobar	Fellow	Cindy Rowe
Fellow	Jennifer Mortensen		

The Foundation will provide a grant to the school to cover the 2014-2015 cost of the following items:

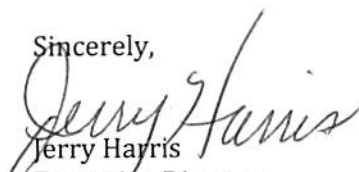
<u>Items</u>	<u>Amount</u>
Mentor salary and benefits	\$ 100,655
Substitute days	\$ 4,320
Classroom materials, books, conferences	\$ 7,000
Total 2014-2015 Grant Not to Exceed	\$ 111,975

The grant amount for next fiscal year (2015-2016) will be determined upon the receipt of estimate from the school.

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Dedicated to the development of gifted teachers

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In witness whereof, the Parties hereto have executed this Agreement.

Cotsen Foundation for the ART of TEACHING

By:   
Name: Jerry Harris  
Title: Executive Director

Fullerton School District

By: \_\_\_\_\_  
Name: Dr. Robert Pletka  
Title: Superintendent of Schools

CONSENT ITEM

**DATE:** July 29, 2014

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

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

**SUBJECT:** **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND SARAH LANDIS TO PROVIDE PROFESSIONAL DEVELOPMENT TRAINING ON AUGUST 29, 2014 FOR BEECHWOOD AND ACACIA SCHOOLS**

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 systematic, research based K-8 writing progressions that are aligned to the Common Core.

Rationale: Sarah Landis has presented and provided training in several school districts around the State. She has been trained in the Lucy Calkins Readers and Writers Workshop and uses technology strategies to expand and enrich content in student writing. Beechwood and Acacia Schools are developing writing literacy programs in grades 1-8, which will provide a model writing literacy plan for the District.

Funding: Cost is not to exceed \$1,500.00 to be paid from District (302) funds.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District and Sarah Landis to provide professional development training on August 29, 2014 for Beechwood and Acacia Schools.

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 **Sarah Landis**, 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**, hereinafter referred to as "Services".

2. Term. Contractor shall commence providing services under this Agreement on **August 29, 2014** and will diligently perform as required and complete performance by **August 29, 2014**.

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **One Thousand Five Hundred Dollars (\$1,500.00)**. 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: **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:  
**Sarah Landis**  
**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 29th DAY OF July 2014.

FULLERTON SCHOOL DISTRICT

By:

\_\_\_\_\_  
Robert Pletka, Ed.D.  
Superintendent

Sarah Landis  
**(Contractor Name)**

By:

\_\_\_\_\_  
**Signature**

Sarah Landis  
**(Typed Name, Title)**

On File  
**Taxpayer ID Number**

CONSENT ITEM

**DATE:** July 29, 2014

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

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

**SUBJECT:** **APPROVE INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT (FSD) AND RUBEN R. PUENTEDURA, Ph.D., TO PROVIDE PROFESSIONAL DEVELOPMENT TRAINING ON AUGUST 29, 2014**

Background: Several years ago, Fullerton School District (FSD) began analyzing the use of technology integration into classrooms. The Substitution, Augmentation, Modification, Redefinition (SAMR) model provides a framework for transforming educational technology in the classroom to its highest application level. Teachers will be shown how using technology (application, program, website, etc.) within the SAMR model can help them further personalize their teaching of the ELA Capacities and Mathematical Practices as required in the Common Core State Standards (CCSS).

Over the past six years, Fullerton School District has established an active and collaborative professional partnership with California State University, Fullerton (CSUF). Both FSD and CSUF faculty and administrators will attend this training day to further strengthen and update the teacher education and credentialing program offerings and the District's instructional practice in CCSS and educational technology. CSUF has agreed to host the August 29, 2014 staff development day on their campus.

Rationale: Dr. Ruben R. Puentedura is the Founder and President of Hippasus, an educational consulting firm focusing on transformative applications of information technologies to education. Dr. Puentedura designed and implemented new models for teaching (e.g., SAMR) that provide an educational foundation and a common language for FSD and CSUF faculty and administrators. Faculty and administrators from 18 of our District schools will be in attendance.

Funding: Cost is not to exceed \$3,950.00 to be paid from District (302) funds.

Recommendation: Approve Independent Contractor Agreement between Fullerton School District (FSD) and Ruben R. Puentedura, Ph.D., to provide professional development training on August 29, 2014.

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 **Ruben R. Puentedura, Ph.D., dba Hippasus**, 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: **Keynote presenter at professional learning day to train and consult Fullerton School District (FSD) teachers and staff as well as California State University, Fullerton (CSUF) professors, educators, and staff on the Substitution, Augmentation, Modification, Redefinition (SAMR) model of teaching** hereinafter referred to as "Services".

2. Term. Contractor shall commence providing services under this Agreement on **August 28, 2014**, and will diligently perform as required and complete performance by **August 29, 2014**.

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Three Thousand Nine Hundred and Forty-One Dollars (\$3,941.00)**. 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: **\$2,500.00 presenter fee, \$950.00 air travel, \$100.00 rental car, \$100.00 meals (2 days), \$291.00 lodging at the Marriott Fullerton—2 nights, total not to exceed \$3,941.00.**

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.

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

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:  
**Ruben R. Puentedura, Ph.D.**  
**228 Main Street, #412**  
**Williamstown, MA 01267**

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.

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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 29th DAY OF July 2014.

FULLERTON SCHOOL DISTRICT

By:

\_\_\_\_\_  
Robert Pletka, Ed.D.  
Superintendent

Ruben R. Puentedura  
**(Contractor Name)**

By:

\_\_\_\_\_  
**Signature**

Ruben R. Puentedura, Ph.D.  
**(Typed Name, Title)**

**On File**  
\_\_\_\_\_  
**Taxpayer ID Number**

CONSENT ITEM

**DATE:** July 29, 2014  
**TO:** Robert Plekta, Ed.D., District Superintendent  
**FROM:** Janet Morey, Assistant Superintendent, Educational Services  
**PREPARED BY:** Jay McPhail, Chief Technology Officer, Technology & Media Services  
**SUBJECT:** **APPROVE/RATIFY CONTRACT WITH GOGO LABS, INC., TO PROVIDE AN IPERSONALIZED INFRASTRUCTURE EFFECTIVE JULY 1, 2014 THROUGH JUNE 30, 2015**

Background: Fullerton School District contracts with GoGo Labs, Inc., to provide a personalized learning management system, training, and instructional design services to enable hosting of English/Language Arts and Math middle school curriculum (grades 6-8) in support of the iPersonalize pilot. GoGo Labs will create a Fullerton School District domain of 3D GameLab for launch by August 5, 2014, in conjunction with an onsite training of 14 teachers. Tech support training will also be provided.

Rationale: The system provided by GoGo Labs is essential to the delivery of a personalized learning environment that is both teacher friendly and engages students, tracks progress, awards badges, and provides differentiated learning opportunities.

Funding: Cost is not to exceed \$32,250.00 and is to be paid from Technology and Media Services fund (409).

Recommendation: Approve/Ratify Contract with GoGo Labs, Inc., to provide an iPersonalized infrastructure effective July 1, 2014 through June 30, 2015.

JM:JMC:sg  
Attachment



Fullerton  
School District

# Statement of Work

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Version 1.4  
July 18, 2014

Presented by:  
Lisa Dawley, CEO & Founder



<b>Client name</b>	Fullerton School District
<b>Client's administrator</b>	Jay McPhail Chief Technology Officer
<b>Project name</b>	Gamified Common Core for Middle School
<b>Engagement duration</b>	12 months
<b>Begin date</b>	July 2014
<b>End date</b>	June 2015

## PROJECT DESCRIPTION

Fullerton School District (FSD) is seeking a gamified learning management system, training, and possible instructional design services to enable hosting of a gamified English/Language Arts and Math middle school curriculum (grades 6-8), currently supported in Haiku. A white label instance of 3D GameLab is being requested for launch by August 5<sup>th</sup>, in conjunction with an onsite training of 14 teachers participating in the pilot. Tech support training is also being requested.

Objectives:

1. Create a white-label "walled garden" instance of 3D GameLab for up to 2,000 students, including customized branding, ready to launch in conjunction with a Super Admin designated at Fullerton School District. Hosting and backend technical support to be provided by GoGo Labs.
2. Provide options for onsite and online teacher training in gamification principles and pedagogy, and quest design strategies.
3. Provide training for onsite technical support.
4. Provide a solution for easy registration of under 13 students.
5. Migrate existing math and language arts curriculum and badges from Haiku to 3D GameLab.

## SCOPE

Below are *baseline* options for achieving objectives:

### Baseline

1. Customized white-label platform :
  - Create a white-label "walled garden" instance of 3D GameLab, 12 months of hosting, tech support, and ongoing bug support. Up to 15,000 users per year.

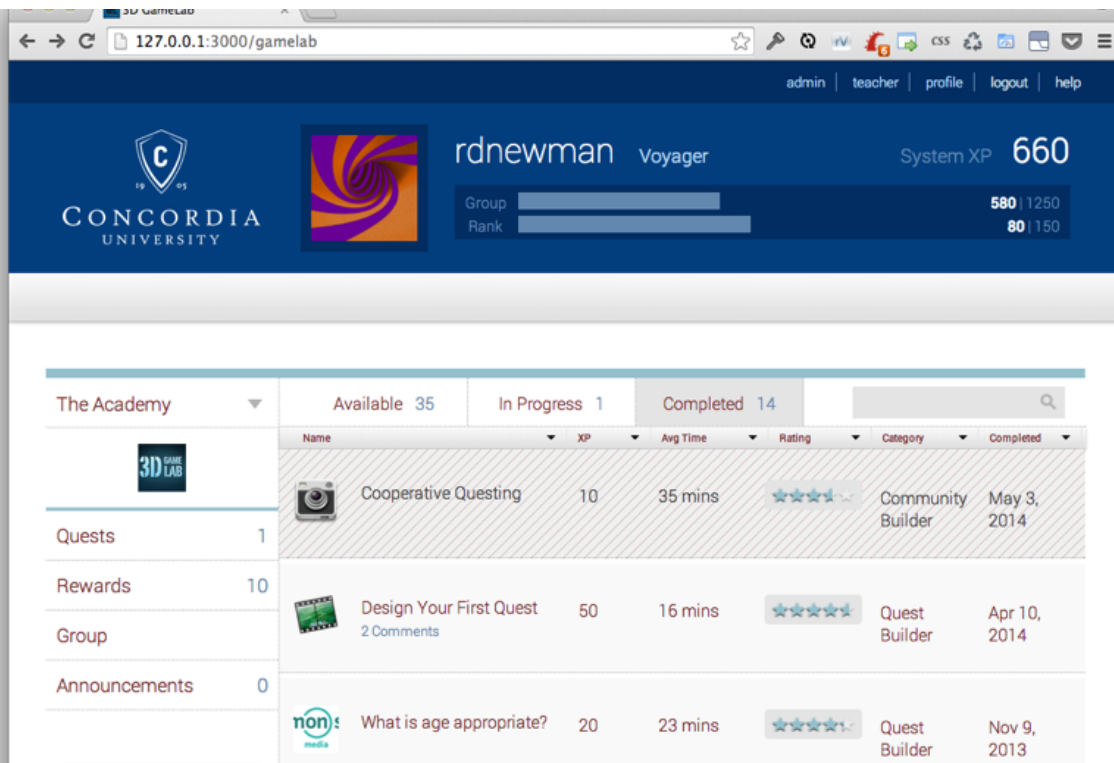
- Customized skin for Fullerton USD, including logo, and school colors. One skin developed, one set of graphic design changes. Developed consistent with district brand and design standards.

### Current Skin

The screenshot displays the 3D Game Lab interface. At the top left is the '3D GAME LAB' logo. The player's profile includes a 'Player Avatar', 'Sublimation', 'Current Rank', and 'System XP 1575'. Progress bars for 'Group' and 'Rank' are shown, along with 'Total Experience Points (XP)'. A 'Current Unit' dropdown is set to 'Matter'. The main area shows a list of quests with columns for Name, XP, Avg Time, Rating, Category, and Due Date. A 'REWARDS' section shows 11 earned rewards. A 'GROUP' section shows 'Rewards Earned'. An 'ANNOUNCEMENTS' section shows 0 announcements. A note at the bottom right states 'Available Quests (determined by level/XP earned)'. Red boxes and arrows highlight various elements: 'Current Unit', 'Player Avatar', 'Current Rank', 'Total Experience Points (XP)', 'REWARDS', 'Rewards Earned', and 'Available Quests (determined by level/XP earned)'.

Name	XP	Avg Time	Rating	Category	Due Date
Act it Out	100	36 mins	★★★★★	Matter	No end date
BrainPop: Property Changes	50	14 mins	★★★★★	Matter	No end date
Change, We Don't Need No Stinking Change	100	23 mins	★★★★★	Matter	No end date

### Custom Skin Example



- User knowledge base provided via ZenDesk, GoGo Labs monitored technical support backend so teachers can report issues, ideas, praise, and questions.
  - Provide global user management for a Super Admin to be designated at Fullerton School District.
2. Onsite Teacher Training:
    - Provide full-day onsite training in 3D GameLab, quest design, and basic pedagogical strategies.
  3. Technical Support Training:
    - Provide half-day onsite training for technical/admin support.
    - Provide 10 hours of follow-up consultation, as needed, for technical support.
  4. Technical Upgrades:
    - Create short-term solution to quickly add students under 13 (course codes, .csv upload, etc.).
  5. Instructional Design Services:
    - Provide support as requested to support migration of existing content from Haiku to 3DGL platform, including but not limited to: creating a planning roadmap and flowchart, setting up quest groups, ranks, rewards, individual quests, prerequisites, and/or media production as needed for quests.

**BASELINE Deliverables & Schedule of Rates**

<b>Item description</b>	<b>Timeline</b>	<b>Cost</b>
1. WHITE LABEL INSTANCE SET-UP & ANNUAL HOSTING*	Aug. 1, 2014	\$15,000 (\$2,000 setup fee waived)
2. ONSITE TEACHER TRAINING: 1 DAY	TBD	\$1,500 + up to \$1,000 in travel expenses
3. TECHNICAL SUPPORT TRAINING – ½ day onsite & 10 hours	July-Dec, as needed	\$1,750 + up to \$1,000 travel expenses
4. TECHNICAL UPGRADES – csv upoad	Aug 2014	Included
5. CONTENT MIGRATION SUPPORT – train teachers to create planning roadmap & migrate content and badges	TBD	Included
6. INSTRUCTIONAL DESIGN – ID services to support quest planning, setup and design, as needed, up to 80 hours @ \$150/hr	TBD	\$12,000
<b>Estimated Total</b>		<b>\$30,250 + up to \$2,000 in travel</b>

\*Year 2+ hosting and technical support for up to 15,000 students: \$15,000

**Payment terms**

<b>Phase</b>	<b>Completion date</b>	<b>Payment Terms</b>
WHITE LABEL INSTANCE SET-UP	As listed above	\$7,500 due on establishment of a separate instance of 3dGame Lab for Fullerton School District, \$7,500 due upon final delivery

TRAINING: TEACHER & TECHNICAL  INSTRUCTIONAL DESIGN SERVICES	As requested	Net 15 upon delivery  Billable travel per individual not to exceed \$1,000
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## Project Team

GoGo Labs offers the services of Dr. Lisa Dawley on coordination of services, and Wes Kriesel for training and instructional design support. Fullerton USD offers Jay McPhail as lead contact.

## Professional Services Agreement

**Assumptions.** GoGo Labs is not responsible for quest curriculum produced by Fullerton faculty.

**Technical Support.** Use of our site is available 24 hours per day, 7 days per week, with targeted availability of 99.95% uptime, not including scheduled maintenance or downtime. Users will be notified of scheduled, non-emergency downtime at least two (2) business days in advance.

Support for use of the platform includes community-based forums and all users are encouraged to participate. Requests for addressing site issues can also be made by email or phone to our office, with urgent requests responded to within eight (8) hours on business days. Unless general site availability is involved, requests made outside of business hours may not be responded to until the next business day.

**Fees.** Amounts invoiced by GoGo Labs will be due and payable within fifteen (15) calendar days of the date of each invoice. All payments must be made in United States dollars at the address to which directed by GOGO LABS or by wire transfer to such bank and account number for wire transfers as GOGO LABS may from time to time specify in writing. Any past due amount will bear interest at the rate of 1.5% per month or the maximum rate allowed by applicable law, whichever is less, until paid in full. In addition, the Client will reimburse GOGO LABS for normal and reasonable out-of-pocket expenses resulting directly from work performed pursuant to this SOW.

**Ownership of Licensed Products.** Client shall be provided a standard click-through End User License Agreement on the 3D GameLab platform. At no time shall Client have a right to sell, lease, sublease, license, sub-license or have any intellectual property rights or otherwise exploit or transfer or to use the Licensed Products and in the operation of a service bureau, or to decompile or reverse engineer any part of the Licensed Products and, including modifications. Client may use the Licensed Products and limited to the purpose identified in each SOW. Client shall not knowingly exhibit or demonstrate the Licensed Products to any person who directly or indirectly may represent or may be acting for any commercial enterprise or an affiliate of any commercial enterprise that competes with GOGO LABS.

Ownership of all Fullerton USD content created with the 3D GameLab platform is controlled by Client and subject to copyright as outlined in the Terms of Use.

**Authority.** Each party represents and warrants that they have the right, power, legal capacity, and authority to enter into this SOW.

**Disclaimer.** ALL LICENSED PRODUCTS AND/OR GOGO LABS SERVICES ARE PROVIDED "AS IS," WITHOUT ANY WARRANTY OF ANY KIND, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING

THIS SOW AND THE SERVICES TO BE PROVIDED UNDER IT, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUALITY, ACCURACY, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS EXCEPT, IN EACH CASE, AS EXPRESSLY PROVIDED IN HEREIN.

**Agreement to Indemnify.** Each Party (each an "Indemnifying Party") will defend and indemnify the other Party and its directors, officers, managers, owners, employees, and agents (the "Indemnified Persons") against, and hold the Indemnified Persons harmless from, any and all third party claims, liability, damages, losses, expenses and costs, including, but not limited to, reasonable attorneys' fees (collectively, "Claims") resulting from, arising out of, or alleging facts that would constitute a breach of any warranties, representations, or obligations made by the Indemnifying Party in the SOW.

**Limits of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, OR INTERRUPTION OF BUSINESS OR FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL GOGO LABS BE LIABLE FOR ANY REPRESENTATION OR WARRANTY MADE TO ANY THIRD PARTY BY CLIENT OR ANY OF ITS RESPECTIVE AGENTS. NOTWITHSTANDING ANYTHING IN THIS SOW TO THE CONTRARY, THE ENTIRE LIABILITY OF GOGO LABS FOR DAMAGES CONCERNING PERFORMANCE OR NONPERFORMANCE OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS SOW, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT OR IN TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT RECEIVED BY GOGO LABS UNDER THE RELEVANT SOW.

**Term.** This SOW will remain in effect until all products are delivered or terminated by either party by giving the other party fourteen (14) calendar days prior written notice. Client shall be responsible for paying fees for work performed if terminated prior to delivery of all products.

**Governing Law.** This SOW shall be construed and controlled by the internal laws of the State of Idaho. Process may be served on either Party by U.S. mail, postage prepaid, certified or registered, return receipt requested or any other method authorized under the laws of the State of Idaho.

**Entire Agreement; Amendments.** This SOW constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications with respect to the subject matter hereof, if any. It may not be modified except by a written agreement dated subsequent to the date of this SOW and signed on behalf of GOGO LABS and Client by their respective duly authorized representatives.

**No Partnership.** *Neither this SOW, nor any terms and conditions contained herein, shall be deemed or construed to create a partnership, joint venture, other form of business enterprise or association or cooperative arrangement, agency relationship, or franchise relationship between the Parties or otherwise to create any liability for either Party whatsoever with respect to the indebtedness, liabilities, and obligations of the other Party.*

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## Acceptance and Authorization

This Statement of Work (the "**SOW**") is entered into between GoGo Labs, an Idaho C Corporation ("GOGO LABS") and the entity identified below ("Client") as of the Effective Date identified herein. This SOW contains terms of the services to be provided by GOGO LABS. The parties may be individually referred to as "*Party*" and collectively as "*Parties*". By signing below, each Party acknowledges that it has read and understood the terms of this SOW and agrees to be bound by these terms. The prices quoted in this SOW are not valid, and this SOW will not become effective, unless Client executes and delivers this SOW to GOGO LABS.

The terms and conditions of the **Professional Services Agreement** apply in full to the services and products provided under this Statement of Work.

**IN WITNESS WHEREOF**, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

Robert Pletka

Full name

Lisa Dawley

Full name

Superintendent  
Fullerton School District

Title

CEO & Founder  
GoGo Labs, Inc.

Title

Signature

Signature

Date

Date

CONSENT ITEM

**DATE:** July 29, 2014

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

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

**PREPARED BY:** Kenyatta Turner, Director, Nutrition Services

**SUBJECT:** **APPROVE RENEWAL OF CONTRACTS WITH GOLD STAR FOODS (BREAD, CEREAL, GROCERY, AND SNACKS), FLAVORSEAL, LLC AND P&R PAPER SUPPLY CO. (PAPER AND SUPPLIES), HOLLANDIA DAIRY (DAIRY), SUNRISE PRODUCE COMPANY (PRODUCE), AND PJ OF SOUTHERN CALIFORNIA LP (PIZZA DELIVERY) FOR THE 2014-2015 SCHOOL YEAR**

Background: After conducting the formal bid process for the categories of bread, cereal, dairy, grocery, paper and supplies, snacks, produce, and pizza delivery, contracts were awarded by the Board on June 24, 2013. All food and dairy items continue to meet or exceed the guidelines for the Child and Adult Care Program, School Breakfast and National School Lunch Program. Each contract is awarded for the first year and is eligible for renewal yearly for an additional two years. This will be the first renewal of those two years.

Rationale: Food products, paper, and supplies are necessary elements to the Nutrition Services Department for operation of the Child and Adult Care Program, School Breakfast Program, and National School Lunch Program.

Funding: Nutrition Services Fund (13).

Recommendation: Approve renewal of contracts with Gold Star Foods (Bread, Cereal, Grocery, and Snacks), Flavorseal, LLC and P&R Paper Supply Co. (Paper and Supplies), Hollandia Dairy (Dairy), Sunrise Produce Company (Produce), and PJ of Southern California LP (Pizza Delivery) for the 2014-2015 school year.

SH:KT:dlh



CONSENT ITEM

**DATE:** July 29, 2014

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

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

**PREPARED BY:** Kenyatta Turner, Director, Nutrition Services

**SUBJECT:** **APPROVE RENEWAL OF THE USE OF SANTA CLARITA VALLEY SCHOOL FOOD SERVICES AGENCY'S PIGGYBACKABLE RFP NO. 11-12-31012012-01 FOR THE PURCHASE OF FROZEN FOODS FROM GOLD STAR FOODS**

Background: Nutrition Services operates the School Breakfast Program and National School Lunch Program.

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 district. Santa Clarita Valley School Food Services Agency is a joint powers agency (JPA) and is the lead agency in the Super Co-Op purchasing cooperative. Fullerton School District is permitted to piggyback on a JPA's requests for bids and requests for proposals if all legal requirements are met. This RFP satisfies all requirements. Gold Star Foods has been designated as the distributor for Fullerton School District for these items.

This contract was initially approved by the Board on June 5, 2012, for a one-year term of July 1, 2012, through June 30, 2013, and was renewed on June 4, 2013, for a one-year term of July 1, 2013, through June 30, 2014. This will be the second one-year renewal of the four possible one-year renewals. All terms remain unchanged for the 2014-2015 school year.

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 contract for services using the Santa Clarita Valley School Food Services Agency's RFP No. 11-12-31012012-01.

Funding: Nutrition Services Fund (13).

Recommendation: Approve renewal of the use of Santa Clarita Valley School Food Services Agency's piggybackable RFP No. 11-12-31012012-01 for the purchase of frozen foods from Gold Star Foods.

SH:KT:dlh

CONSENT ITEM

**DATE:** July 29, 2014  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Susan Hume, Assistant Superintendent, Business Services  
**PREPARED BY:** Steve Miller, Director, Business Services  
**SUBJECT:** APPROVE/RATIFY WARRANT NUMBER 1094 FOR THE 2013/2014 SCHOOL YEAR (DISTRICT 40, VAN DAELE)

Background: Board approval is requested for warrant number 1094 for the 2013/2014 school year. The total amount presented for approval is \$500.13.

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

01	General Fund	\$500.13
	Total	<u>\$500.13</u>

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

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

Recommendation: Approve/Ratify warrant number 1094 for the 2013/2014 school year (District 40, Van Daele).

SH:SM:gs

CONSENT ITEM

**DATE:** July 29, 2014  
**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 1149 THROUGH 1150 FOR THE 2013/2014 SCHOOL YEAR (DISTRICT 48, AMERIGE HEIGHTS)

Background: Board approval is requested for warrants numbered 1149 through 1150 for the 2013/2014 school year. The total amount presented for approval is \$752,181.74.

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

01	General Fund	<u>\$752,181.74</u>
	Total	\$752,181.74

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 1149 through 1150 for the 2013/2014 school year (District 48, Amerige Heights).

SH:SM:gs

CONSENT ITEM

**DATE:** July 29, 2014

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

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

**SUBJECT:** **APPROVE AGREEMENT WITH THE ORANGE COUNTY COUNCIL, BOY SCOUTS OF AMERICA – DBA IRVINE RANCH OUTDOOR EDUCATION CENTER (IROEC) FOR OUTDOOR SCIENCE SCHOOL FROM JULY 30, 2014 THROUGH JUNE 30, 2015**

Background: Irvine Ranch Outdoor Education Center (IROEC) conducts an overnight Outdoor Science and Environmental Education program at its location in Orange, and is accessible through Irvine Regional Park. It is requested that the Board of Trustees approve the Outdoor Science School Agreement. ASCIP and Risk Management have approved Irvine Ranch Outdoor Education Center. Upon receiving this approval, schools will submit Request for Overnight Field Trip forms to participate in the IROEC program.

The Outdoor Science School Agreement was developed for the Fullerton School District by Orange County Department of Education Legal Services staff to ensure a consistent agreement for schools requesting participation in independent camps such as IROEC.

Acacia, Beechwood, Commonwealth, Fern Drive, Fidler, Golden Hill, Laguna Road, Raymond, Richman, and Sunset Lane Schools have submitted a Request for Overnight Field Trip form to participate in activities at IROEC. All requests and related documents are on file in the Superintendent's Office. Once the District has received approval to enter into the contract, other schools may be added to the program.

Rationale: Outdoor Science Schools, such as IROEC, offer an integrated, educational program that provides standards-based learning experiences with an emphasis in science, environmental education and social science concepts. Classroom curriculum lessons and labs will be conducted prior to the trip to prepare the students

Funding: Each participating school conducts fundraising activities to support the event. Fundraising activities are planned so that all students may attend regardless of economic status.

Recommendation: Approve Agreement with the Orange County Council, Boy Scouts of America – DBA Irvine Ranch Outdoor Education Center (IROEC) for Outdoor Science School from July 30, 2014 through June 30, 2015.

JM:nm

CONSENT ITEM

**DATE:** July 29, 2014

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

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

**SUBJECT:** APPROVE AGREEMENT WITH THE OCEAN INSTITUTE FOR OUTDOOR SCIENCE SCHOOL FROM JULY 30, 2014 THROUGH JUNE 30, 2015

Background: The Ocean Institute conducts overnight Outdoor Science and Environmental Education Programs at sites in Orange County including the Lazy W Ranch in San Juan Capistrano, the *Pilgrim* and *Spirit of Dana Point* Tall Ships, the *Research Vessel Sea Explorer* and the Ocean Institute classroom facility in Dana Point. It is requested that the Board of Trustees approve the Outdoor Science School Agreement. ASCIP and Risk Management have approved the Ocean Institute. Upon receiving this approval, schools will submit Request for Overnight Field Trip forms to participate in the Ocean Institute program.

The Outdoor Science School Agreement was developed for Fullerton School District by Orange County Department of Education (OCDE) Legal Services staff to ensure a consistent agreement for schools requesting participation in independent camps such as the Ocean Institute.

Beechwood, Golden Hill, Hermosa Drive, Maple, Orangethorpe, Rolling Hills, and Sunset Lane have submitted a Request for Overnight Field Trip form to participate in activities at Ocean Institute. All requests and related documents are on file in the Superintendent's Office. Once the District has received approval to enter into the contract, other schools may be added to the program.

Rationale: Outdoor Science Schools, such as the Ocean Institute, offer an integrated, educational program that provides standards-based learning experiences with an emphasis in science, environmental education and social science concepts. Classroom curriculum lessons and labs will be conducted prior to the trip to prepare the students.

Funding: Each participating school conducts fundraising activities to support the event. Fundraising activities are planned so that all students may attend regardless of economic status.

Recommendation: Approve Agreement with the Ocean Institute for Outdoor Science School from July 30, 2014 through June 30, 2015.

JM:nm

CONSENT ITEM

**DATE:** July 29, 2014  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Janet Morey, Assistant Superintendent, Educational Services  
**SUBJECT:** APPROVE AGREEMENT WITH PATHFINDER RANCH FOR OUTDOOR SCIENCE SCHOOL FROM JULY 30, 2014 THROUGH JUNE 30, 2015

Background: Pathfinder Ranch conducts an overnight Outdoor Science and Environmental Education program at its location in the San Bernardino National Forest. It is requested that the Board of Trustees approve the Outdoor Science School Agreement. Pathfinder Ranch has been approved by ASCIP and Risk Management.

The Outdoor Science School Agreement was developed for the Fullerton School District by Orange County Department of Education Legal Services staff to ensure a consistent agreement for schools requesting participation in independent camps such as Pathfinder Ranch.

Valencia Park School has submitted a Request for Overnight Field Trip form to participate in activities at Pathfinder Ranch. All requests and related documents are on file in the Superintendent's Office. Once the District has received approval to enter into the contract, other schools may be added to the program.

Rationale: Outdoor Science Schools, such as Pathfinder Ranch, offer an integrated, educational program that provides standards-based learning experiences in science, environmental education and social science concepts. Classroom curriculum lessons and labs will be conducted prior to the trip to prepare the students.

Funding: Each participating school conducts fundraising activities to support the event. Fundraising activities are planned so that all students may attend regardless of economic status.

Recommendation: Approve Agreement with Pathfinder Ranch for Outdoor Science School from July 30, 2014 through June 30, 2015.

JM:nm

CONSENT ITEM

**DATE:** July 29, 2014  
**TO:** Robert Pletka, Ed.D., Superintendent  
**FROM:** Janet Morey, Assistant Superintendent, Educational Services  
**SUBJECT:** APPROVE AGREEMENT WITH CAMP HIGH TRAILS FOR OUTDOOR SCIENCE SCHOOL FROM JULY 30, 2014 THROUGH JUNE 30, 2015

Background: Camp High Trails conducts overnight Outdoor Science and Environmental Education Programs at various locations in the San Bernardino National Forest. It is requested that the Board of Trustees approve the Outdoor Science School Agreement. ASCIP and Risk Management have approved Camp High Trails. Upon receiving this approval, schools will submit Request for Overnight Field Trip forms to participate in the Camp High Trails program.

The Outdoor Science School Agreement was developed for Fullerton School District by Orange County Department of Education (OCDE) Legal Services staff to ensure a consistent agreement for schools requesting participation in independent camps such as Camp High Trails.

Rolling Hills has submitted a Request for Overnight Field Trip form to participate in activities at Camp High Trails. All requests and related documents are on file in the Superintendent's Office. Once the District has received approval to enter into the contract, other schools may be added to the program.

Rationale: Outdoor Science Schools, such as Camp High Trails, offer an integrated, educational program that provides standards-based learning experiences with an emphasis in science, environmental education, and social science concepts. Classroom curriculum lessons and labs will be conducted prior to the trip to prepare the students.

Funding: Each participating school conducts fundraising activities to support the event. Fundraising activities are planned so that all students may attend regardless of economic status.

Recommendation: Approve Agreement with Camp High Trails for Outdoor Science School from July 30, 2014 through June 30, 2015.

JM:nm

CONSENT ITEM

**DATE:** July 29, 2014  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**SUBJECT:** **APPROVE PLACEMENT AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND WESTERN KENTUCKY UNIVERSITY TO COMMENCE AUGUST 1, 2014 THROUGH JUNE 30, 2015**

Background: Western Kentucky University (WKU) has Associate, Bachelor's, Graduate, and certificate programs in the College of Health & Human Services of WKU which require planned learning experiences for their students.

WKU wishes to partner with Fullerton School District to allow WKU online students to achieve learning experiences within the District.

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 Placement Agreement between Fullerton School District and Western Kentucky University to commence August 1, 2014 through June 30, 2015.

MLD:nm  
Attachment





A LEADING AMERICAN UNIVERSITY WITH INTERNATIONAL REACH

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**College of Health and Human Services, all divisions  
And  
Kentucky Emergency Medical Services Academy  
Entities of  
WESTERN KENTUCKY UNIVERSITY**

**AND**

**Fullerton School District  
1401 West Valencia Drive,  
Fullerton, Ca 92833**

**THIS AGREEMENT**, by and between WESTERN KENTUCKY UNIVERSITY (WKU) and **Fullerton School District**, signifies that both parties are desirous of cooperating in a plan to furnish education to College of Health & Human Services (CHHS) students enrolled at WESTERN KENTUCKY UNIVERSITY, or Kentucky Emergency Medical Services Academy (KEMSA) students. The period of performance for this Agreement shall begin on or about 08/01/14 and shall continue through 06/30/15.

**WHEREAS**, WESTERN KENTUCKY UNIVERSITY has Associate, Bachelor's, Graduate, and Certificate programs in the College of Health & Human Services of WKU and which require planned learning experiences for students; and

**WHEREAS**, **Fullerton School District** hereinafter referred to as Facility, has facilities, services, and personnel to provide experiences essential for quality education through the curriculum at WESTERN KENTUCKY UNIVERSITY; and

**WHEREAS**, WESTERN KENTUCKY UNIVERSITY and, **Fullerton School District** will benefit from cooperating to ensure a future supply of health and human services professionals;

**THEREFORE**, in consideration of the mutual covenants and conditions herein contained it is agreed, as written hereon that:

## **Agreement between WKU and Fullerton School District**

### **A. Fullerton School District:**

1. Will make available to CHHS students of WKU facilities to be used for educational purposes under the guidance and supervision of a qualified preceptor or faculty member. Said facility will be available upon a schedule agreeable to both parties.
2. Will conduct an orientation for WESTERN KENTUCKY UNIVERSITY students to ensure a working knowledge of the facility and its regulations.
3. Will be responsible for the organization, administration, staffing, operating, and financing of its services, and the maintenance of accepted standards for efficient management, patient care and/or client services, and will operate in accordance with acceptable health care standards.
4. Will provide personnel who are capable and qualified in those divisions in which students are placed.
5. The Facility will provide first aid, with appropriate calls to emergency medical services or referral to a physician to students and faculty in case of an accident or illness (including accidental needle sticks) while engaged in learning experiences. All health care (emergency or otherwise) that a student or University faculty member receives will be at the expense of the individual involved.
6. When applicable, Facility will follow all federal and state mandates regarding standard precautions, to include blood borne pathogens.
7. Will comply with The Family Educational Rights and Privacy Act (FERPA) of 1974, also know as the Buckley Amendment, which affords certain rights to students concerning educational records, and will consult with the University as appropriate concerning same. FERPA coverage includes records, files, documents, and data directly related to students.

### **B. WESTERN KENTUCKY UNIVERSITY**

1. Will be responsible for the administration of educational programs and determining the final grade.
2. Will assume responsibility for providing competent faculty who shall be well qualified, meeting state licensure guidelines in the appropriate discipline, when applicable.
3. When applicable, will assume responsibility for maintaining records of students and correspondence relating to the program.
4. When applicable, will comply with the standards, licensing, and regulatory requirements of appropriate accrediting agency(ies) insofar as they pertain to the activities of the students and instructors in their placement at the facility.
5. Will provide faculty who will (a) identify student experiential needs, and (b) confer with facility personnel about the prescribed student experience as it relates to the course(s) in which each student is enrolled.
6. Faculty will work collaboratively with facility personnel who are ultimately responsible for patient/client care, as applicable by discipline.

## **Agreement between WKU and Fullerton School District**

7. Will direct and instruct that students are to act only within the scope of their assigned and supervised activities and are not to act independently of such supervision or instruction.
8. Will assure the affiliating agency that all students studying in the facility will have in effect current individual professional liability coverage in the amount of \$1,000,000/\$3,000,000. All students must have on file in their respective Department a photocopy of the current individual insurance policy (not applicable to Public Health, Healthcare Administration, and EMT-B).
9. As appropriate, will maintain a student/faculty ratio (excluding observational experiences) not to exceed the maximum prescribed by the Kentucky Board of Nursing or any other discipline specific accrediting agencies.
10. The University will require students to either be vaccinated for Hepatitis B or sign a release if declining that vaccination, and complete all other immunizations/health examinations required by the Facility.
  - 10.1. Nursing will assure the affiliating agency that all nursing students have on file in the department of nursing a current RN license (if applicable), as well as a current medical history, medical examination report, a negative drug screen, and evidence of current immunizations against diphtheria, tetanus, and measles. Results of the following diagnostic studies must also be on file: Tuberculin skin test and Rubella Titer or proof of immunizations. All students in the nursing program will be vaccinated with Hepatitis B vaccine or they must sign the declination statement.
11. Will require students participating in educational experiences to provide results of criminal background check to the facility upon request.
  - 11.1. All Nursing students will be required to complete a criminal background check. The Nursing Department will maintain the results of the policy checks confidentially and securely. Affiliating agencies requiring the police checks will be advised of any students with reported felony or misdemeanor information and may reserve the right to determine the student's appropriateness for clinical practice within their agency.

## **C. Fullerton School District AND WESTERN KENTUCKY UNIVERSITY**

1. Will cooperate in planning and evaluating clinical, administrative or other learning experiences which will ensure student progress and competency.
2. Will have mutually acceptable standards for the behavior of the students acceptable to both the facility staff and to the University faculty.
3. Will review this agreement as needed, at which time mutually agreeable revisions or modifications may be made in writing.
4. Will agree that the withdrawal of a student from an assignment may be effected by either party. The party causing such withdrawal shall notify the other party, and the withdrawal shall be upon the terms and conditions agreed to by WKU and the facility. However, the facility retains the right at all times to safeguard the health, safety, and welfare of its patients/clients and employees by removing a student from an assignment, at any time, for any reason not prohibited by law.

## **Agreement between WKU and Fullerton School District**

5. Will agree to the desires of either party to terminate this agreement. Either party shall serve written notice thereof on the other party. Termination shall thereupon be effective 30 days after the date of service of such notice. Terminations shall not become effective as to students already enrolled and participating in the program until they shall have had an opportunity to fully complete their scheduled program.
6. Will not discriminate against any student in the nomination, selection, and training of individuals because of race, color, creed, sex, disability, or national origin.
7. WKU faculty, staff, or students shall not be deemed to be employees of the facility for any purpose, including but not limited to, compensation or fringe benefits, worker's compensation, unemployment compensation, minimum wage laws, OSHA regulations or for any other purpose, due to their participation in the educational program. This provision shall not be deemed to prohibit the employment of any such participant by the facility under a separate employment agreement.
8. SCHOOL agrees to provide participating instructors, advisors, and students with training on the security and privacy standards of the Health Insurance Portability and Accountability Act ("HIPAA") and regulations promulgated thereunder. For purposes of HIPAA, CHHS at WKU AND FACILITY acknowledge that Students are part of Facility's "workforce", as defined in the HIPAA Privacy Regulations at 45 C.F.R. 160.103, and as such, no Business Associate agreement is required between CHHS at WKU AND FACILITY.

### **D. MODIFICATION OF AGREEMENT**

This agreement may be modified only by written amendment executed by all parties *hereto*.

### **E. INDEMNIFICATION**

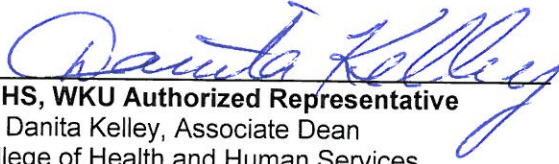
WKU, as an agency and instrumentality of the Commonwealth of Kentucky, is vested with sovereign immunity and does not carry general liability for itself, agents, officers, employees, or students. Any claim brought against WKU for negligence is governed by the Kentucky Board of Claims Act, KRS 44.070 *et. seq.* Under these provisions, WKU will agree to be responsible for the actions, errors or omissions of its officers and/or employees.

### **F. BINDING EFFECT / CHOICE OF LAW**

1. This agreement shall not be binding upon the parties until it is approved by a Western Kentucky University Authorized Representative of the College of Health & Human Services and by the Authorized Representative of the facility.
2. This agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky.

**Agreement between WKU and Fullerton School District**

**G. SIGNED BY:**



**CHHS, WKU Authorized Representative**

Dr. Danita Kelley, Associate Dean  
College of Health and Human Services  
Phone: (270) 745-8912  
FAX: (270) 745-7073  
E-Mail: danita.kelley@wku.edu

3/26/2014  
**Date**

**Facility/Hospital - Authorized Representative**

Name: Mark Douglas  
Title: Assistant Superintendent, Personal Service  
Agency Name: **Fullerton School District**  
Address: 1401 West Valencia Drive,  
Fullerton, CA 92833  
Phone: 714-477-7450  
Fax: 714-447-7538  
E-Mail: nina\_mota@fullertonsd.org

\_\_\_\_\_  
**Date**

**Facility/Hospital - Technical Representative**

(If different from Authorized Representative)

Name:  
Title:  
Agency Name:  
Address:  
Phone:  
Fax:  
E-Mail:

\_\_\_\_\_  
**Date**

CONSENT ITEM

**DATE:** July 29, 2014

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

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

**SUBJECT:** APPROVE/RATIFY AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT AND ORANGE COUNTY PUBLIC SAFETY FOR SECURITY AND ALARM RESPONSE SERVICES FOR THE 2014/2015 SCHOOL YEAR

Background: The District contracts with an outside company to provide after-hours security monitoring and alarm response for all sites. The District has contracted with Orange County Public Safety for several years and has been satisfied with their performance. Therefore, it is recommended the District contract with Orange County Public Safety to provide these services for the 2014/15 fiscal year.

Rationale: When District employees are unable to provide necessary services, the District enters into agreements with the appropriate service providers to provide specialized services to the District and who are specially trained, experienced, and competent to perform the required services.

Funding: Services are provided on a monthly fee of \$2,400.00 to be paid from the Unrestricted Fund.

Recommendation: Approve/Ratify Agreement between Fullerton School District and Orange County Public Safety for security and alarm response services for the 2014/2015 school year.

SH:gs  
Attachment



CA. PPO # 16622

**ORANGE COUNTY PUBLIC SAFETY**  
*Service, Safety, Pride...*

**SERVICE AGREEMENT**

1040 E. Whittier Blvd  
Suite 205  
La Habra, CA. 90631  
P(951) 642-0247  
F(951)346-9344

THIS AGREEMENT is made this 23rd day of July 2014, by and between ORANGE COUNTY PUBLIC SAFETY and  
CLIENT NAME: Fullerton School District  
SERVICE ADDRESS: All District Schools and Administrative Facilities  
BILLING ADDRESS: 1401 W. Valencia Drive, Fullerton, Ca 92833

**1. SCOPE OF SERVICES, AUTHORIZATION:** Client authorizes Orange County Public Safety ("Contractor") to enter the property at the service address in order to perform the security services as specified in Exhibit A, entitled "Scope of Work." Client warrants that it is the owner and/or other person in control of such property, or has full authority from such person to grant such authorization. Dedicated and alarm response services shall be performed beginning **July 1, 2014**.

**2. PAYMENT:** Contractor shall bill the client for patrol and alarm response services provided. The Client understands and agrees to pay for security services as set forth and agreed to by both Client and Contractor.

**2.1 SERVICE FEE:** The Client agrees to pay **\$2,400.00** monthly, for services provided for the Fullerton School District, Fullerton, California. The invoice will be provided to the Client on the 1<sup>st</sup> of July, for services to be rendered for the following six months, through the last day of December. The second invoice will be provided to the client on the 1<sup>st</sup> day of January, for services to be rendered for the following six months.

**3. INDEMNIFICATION:** Contractor shall indemnify, hold harmless, and defend Fullerton School District, and its affiliated entities and personnel, from and against any and all claims, allegations, demands, causes of action, damages, cost or expenses, actual attorney's fees, losses, or liability arising out of, or in connection with, Contractor's operations to be performed under this Agreement, and due or claimed to be due, to the Contractor's negligence or willful acts or omissions, including that of its employees, subcontractors, or agents. The provisions of this paragraph shall apply regardless of any limitation by insurance and shall survive the expiration or termination of this Agreement.

**4. TERM:** The term of this agreement shall be for on-going alarm response services for the Fullerton School District beginning July 1, 2014, through June 30, 2015.

**5. INSURANCE:** Contractor shall provide Workers' Compensation Insurance or self-insure his/her services.

**6. LIABILITY:** Any personal and or property damage incurred while enforcing any citizen's arrest will be submitted to OCPS's insurance agency/broker for appropriate handling and resolution. All claims will be investigated accordingly with all supporting documentation collected and submitted to handling agency/company by OCPS, client and or any persons making a claim.

**7. EMPLOYEES:** Client agrees to immediately notify OCPS of any specific concerns or issues observed that they may have with an OCPS officer. Any cause to have any employee removed from Client's property will be investigated immediately. Upon completion, and at the sole discretion of the Client, the employee can be removed if justified.

**8. HOURS OF SERVICE:** The Client shall notify Contractor verbally and in writing of any change in hours or type of service.



9. **SECURITY SERVICE:** Orange County Public Safety agrees to furnish uniformed, armed security officers as specified in Exhibit A to respond to alarm activations, to protect lives and property, and ensure personal safety.

10. **TOWING:** All tow requests are the responsibility of the Client.

11. **LAW OF CONTRACT:** The Client agrees that this contract shall be construed in accordance with the laws of the State of California. The parties of this agreement hereby irrevocably agree and confer jurisdiction to the state and/or federal courts located in and for the County of Orange, California, in any and all actions relating to this agreement, and waive any additional venue to which either party may be entitled by domicile or otherwise.

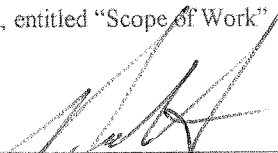
12. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor. Neither Contractor nor any of Contractor's officers, employees, agents, or subcontractors, if any, is an employee of Client by virtue of this Agreement or performance of any services under the Agreement.

13. **LICENSES, PERMITS, ETC:** Contractor represents and warrants to Client that all Contractor services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that Contractor has all the permits, qualifications and approvals of whatsoever nature that are legally required for Contractor to conduct its business, all of which shall be in effect during the term of this Agreement.

14. **ENTIRE AGREEMENT:** This Agreement, including all Exhibits, contains the entire agreement between the parties and supersedes any prior oral or written understanding between the parties. This Agreement shall not be modified except by a mutual agreement of the parties in writing. Upon 60 days notification in writing by either of the parties, this agreement may be terminated for any reason, and under penalty of perjury, certify that all of the above items are to the best of their knowledge true and correct statements.

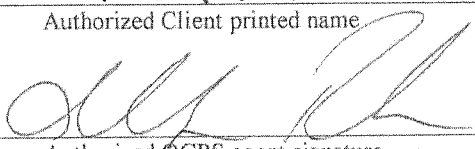
15. **EXHIBITS:** The following exhibits are attached and incorporated by reference:

Exhibit A, entitled "Scope of Work"

  
\_\_\_\_\_  
Authorized Client signature

7/23/14  
Date

Neil Feronz  
\_\_\_\_\_  
Authorized Client printed name

  
\_\_\_\_\_  
Authorized OCPS agent signature

07/23/2014  
Date

Al Rodriguez  
\_\_\_\_\_  
OCPS agent printed name



## EXHIBIT A

### SCOPE OF WORK

#### SCOPE OF SERVICE:

#### SECURITY SERVICE:

- OCPS will provide dedicated alarm response services, Monday through Friday, between the hours of 11:00PM and 6:00AM for all schools, including district administrative and maintenance facilities within the respective district.
- OCPS will provide dedicated alarm response services on weekends beginning Friday evening at 11:00PM and ending on Monday morning at 6:00AM.
- Officers will respond to alarms and investigate any suspicious persons or activities.
- Officers will complete and submit detailed reports of their findings as needed. OCPS will provide FSD with a weekly summary report.
- OCPS will conduct courtesy patrols, at no additional cost to FSD. Security patrols provide high visibility presence and assist as crime deterrence.
- OCPS will work directly with district administration as well as local law enforcement agencies on issues related to security and public safety for district properties.

DISCUSSION/ACTION ITEM

**DATE:** July 29, 2014  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**SUBJECT:** **APPROVE FULLERTON SCHOOL DISTRICT'S 2014/2015 "SUNSHINE" PROPOSAL TO NEGOTIATE WITH CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA), CHAPTER 130**

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

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

Funding: Not applicable.

Recommendation: Approve Fullerton School District's 2014/2015 "Sunshine" proposal to negotiate with California School Employees Association (CSEA), Chapter 130.

MLD:nm  
Attachment

FULLERTON SCHOOL DISTRICT  
SUNSHINE  
PROPOSAL TO CSEA #130  
2014-2015  
June 24, 2014

**Article 6: Pay and Allowances**

The District has an interest in discussing employee hourly salary rates in order to maintain fiscal solvency.

**Article 8: Health Insurance**

The District has an interest in reviewing Fringe Benefits for current and retired association members. The District must also review impacts to the bargaining agreement from the new federal health benefits statutes.

**Article 11: Vacations**

The District has an interest in reviewing the accumulation, payment of, and use of vacation time by all CSEA members.

DISCUSSION/ACTION ITEM

**DATE:** July 29, 2014  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**SUBJECT:** APPROVE FOURTH AMENDMENT TO THE SUPERINTENDENT'S CONTRACT OF JUNE 23, 2012

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

Rationale: Any amendments or adjustments require Board approval.

Funding: Cost to be paid from General Fund.

Recommendation: Approve Fourth Amendment to the Superintendent's contract of June 23, 2012.

MLD:nm  
Attachment

**FOURTH AMENDMENT  
EMPLOYMENT CONTRACT FOR SUPERINTENDENT  
FULLERTON SCHOOL DISTRICT  
ORANGE COUNTY, CALIFORNIA**

Pursuant to Section XII of the EMPLOYMENT CONTRACT FOR SUPERINTENDENT, FULLERTON SCHOOL DISTRICT, ORANGE COUNTY, CALIFORNIA dated June 23, 2012, between Dr. Robert Pletka (hereinafter referred to as “Superintendent”) and the Board of Trustees of the Fullerton School District of Orange County, California (hereinafter referred to as “Board” and “District”) hereinafter referred to as “Contract”, the Contract is hereby amended to state in relevant part as follows:

1. SECTION II SALARY is amended to state:

The base salary of the Superintendent shall be \$250,000.00 per year, effective July 1, 2014, payable in twelve (12) equal, monthly installments in accordance with the pay schedule for Certified Management Personnel.

In addition to the above, the Board reserves the right to increase the annual salary of Superintendent at any time during the term of the Contract. Any further increases in salary made during the life of this Contract shall be in the form of an amendment and shall become a part of this Contract. It is provided, however, that by doing so it shall not be considered that a new contract has been entered into, nor that the termination date of the existing Contract has been extended.

2. SECTION X EVALUATION is amended to state:

The Board shall receive an evaluation and assessment one time per year in writing, of the performance of the District, by June 30<sup>th</sup> of each year. Said evaluation and assessment shall be used in the evaluation of the Superintendent and shall be related to the Fullerton School District Board Policy 4315 as

amended from time to time in Board's sole discretion and the goals and objectives of the District for the year in question. Consideration will be given to the use of a facilitator for the various aspects of evaluation and the assessment of progress.

3. Remaining Terms Of Contract Remain In Full Force And Effect.

Except as herein stated or as previously amended, all other terms and conditions of Contract shall remain in full force and effect until changed or terminated pursuant to the provisions of Section XII of Contract.

FULLERTON SCHOOL DISTRICT AND  
ITS BOARD OF TRUSTEES

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
President, Board of Trustees

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Clerk, Board of Trustees

ROBERT PLETKA, Ed.D.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Robert Pletka, Ed.D., Superintendent

Date of ratification in open session at a regular Board meeting which shall be reflected in the Board of Trustees minutes pursuant to Government Code Sections 53262 and 54956(b).

Date of Ratification:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Clerk, Board of Trustees

DISCUSSION/ACTION ITEM

**DATE:** July 29, 2014

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

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

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

**SUBJECT:** **ADOPT RESOLUTION #14/15-06 AND APPROVE/RATIFY 2014/2015 CHILD DEVELOPMENT STATE PRESCHOOL CONTRACT EFFECTIVE JULY 1, 2014 THROUGH JUNE 30, 2015**

Background: Fullerton School District operates a State Preschool Program funded through the State Department of Education Child Care and Development Division. The District's State Preschool Program serves three- to five-year-olds in classes at Commonwealth, Maple, Orangethorpe, Pacific Drive, Richman, Valencia Park, and Woodcrest Schools. The funds are to be used for staffing, materials, and supplies. In addition, Child Development contracts require an adopted resolution certifying the local agreement to implement Child Care and Development Services.

Rationale: The State Preschool Program provides an enriched preschool practice emphasizing experiences that support skills and concepts for school readiness. Health services and parent education covering a variety of topics are also provided. The programs are designed for children of low to medium socio-economic families. Resolution #14/15-06 delegates contract authority for the period July 1, 2014 through June 30, 2015 to the District Superintendent and Assistant Superintendent of Business Services.

Funding: Fullerton School District will receive a maximum total reimbursable amount of \$1,200,889.00 to be allotted to the State Preschool Program and the Prekindergarten Family Literacy Program. Funding is applied to Child Development budgets #206, #207, #310 and #315.

Recommendation: Adopt Resolution #14/15-06 and Approve/Ratify 2014/2015 Child Development State Preschool Contract effective July 1, 2014 through June 30, 2015.

MD:MC:ln  
Attachment

**FULLERTON SCHOOL DISTRICT  
RESOLUTION NUMBER 14/15-06**

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

(PURSUANT TO EDUCATION CODE 39656)

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of the Fullerton School District hereby delegates to the District Superintendent and the Assistant Superintendent of Business Services for the period of July 1, 2014 through June 30, 2015 the power to sign and enter into Child Care and Development Services contracts and agreements with the State of California and to sign application documents relative to Child Care and Development Services funding.

**PASSED AND ADOPTED** by the Board of Trustees of the Fullerton School District this 29th day of July, 2014 by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAINED: \_\_\_\_\_

FULLERTON SCHOOL DISTRICT

By: \_\_\_\_\_  
Janny Meyer, President  
Board of Trustees

Attest: \_\_\_\_\_  
Lynn Thornley, Clerk  
Board of Trustees





CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 14 - 15

DATE: July 01, 2014

CONTRACT NUMBER: CSPP-4315

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 30-6650-00-4

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: FULLERTON ELEMENTARY SCHOOL DISTRICT

By signing this contract and returning it to the State, the contractor is agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C), the GENERAL TERMS AND CONDITIONS (GTC-610) (both available online at http://www.cde.ca.gov/fg/aa/cd/) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The contractor's signature certifies compliance with the Funding Terms and Conditions, the Current Application and the General Terms and Conditions.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2014 through June 30, 2015. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$1,200,889.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement	34,930.0
Minimum Days of Operation (MDO) Requirement	180

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

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Susan Hume, Asst. Superintendent of Business			
TITLE Contracts, Purchasing and Conference Services		ADDRESS 1401 W. Valencia Dr., Fullerton, CA 92833			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,200,889	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE		
	(OPTIONAL USE) See Attached				
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,200,889	OBJECT OF EXPENDITURE (CODE AND TITLE) 702				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER See Attached			DATE		

Department of General Services use only

CONTRACTOR'S NAME: FULLERTON ELEMENTARY SCHOOL DISTRICT

CONTRACT NUMBER: CSPP-4315

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 46,488	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-6650	FC# 93.596	PC# 000321		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 46,488	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 22,177	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-6650	FC# 93.575	PC# 000324		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 22,177	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,057,110	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23038-6650				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,057,110	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

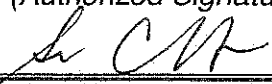
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 75,114	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-6650				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 75,114	ITEM 30.10.020.001 6110-194-0001	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.  SIGNATURE OF ACCOUNTING OFFICER	T.B.A. NO.	B.R. NO.
	DATE	

CCC-307

**CERTIFICATION**

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

<i>Contractor/Bidder Firm Name (Printed)</i> Fullerton School District		<i>Federal ID Number</i> 95-6001405
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Susan Hume Asst. Superintendent of Business		
<i>Date Executed</i> 7-1-14	<i>Executed in the County of</i> Orange, CA	

**CONTRACTOR CERTIFICATION CLAUSES**

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

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

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

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

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

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

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

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department

determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

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

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued

pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

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

**FEDERAL CERTIFICATIONS****CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,



to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

**DRUG-FREE WORKPLACE  
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee must insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Fullerton School District  
1401 W. Valencia Dr.  
Fullerton, CA 92833

Check  if there is a separate sheet attached listing all workplaces.

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and


b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

**ENVIRONMENTAL TOBACCO SMOKE ACT**

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACT AGENCY) Fullerton School District	CONTRACT # CSPP - 4315
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Susan Hume Asst. Superintendent of Business	
SIGNATURE 	DATE 7-1-14

DISCUSSION/ACTION ITEM

**DATE:** July 29, 2014

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

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

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

**SUBJECT:** **ADOPT RESOLUTION #14/15-07 AND APPROVE/RATIFY 2014/2015 CHILD DEVELOPMENT PREKINDERGARTEN FAMILY LITERACY PROGRAM INSTRUCTIONAL MATERIALS AND SUPPLIES CONTRACT EFFECTIVE JULY 1, 2014 THROUGH JUNE 30, 2015**

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

Rationale: The California Child Care and Development Division offers districts operating a State Preschool Program an Instructional Materials Contract. These funds are to be used for the purchase of interactive family and child literacy instructional materials and supplies. In addition, Child Development contracts require an adopted resolution certifying the local agreement to implement Child Care and Development Services. Resolution # 14/15-07 delegates contract authority for the period July 1, 2014 through June 30, 2015 to the District Superintendent and Assistant Superintendent of Business Services.

Funding: Fullerton School District will receive a total of \$15,000.00 to be applied to Child Development budget #311.

Recommendation: Adopt Resolution #14/15-07 and Approve/Ratify 2014/2015 Child Development Prekindergarten Family Literacy Program Instructional Materials and Supplies Contract effective July 1, 2014 through June 30, 2015.

MD:MC:ln  
Attachment

**FULLERTON SCHOOL DISTRICT  
RESOLUTION NUMBER 14/15-07**

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

(PURSUANT TO EDUCATION CODE 39656)

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of the Fullerton School District hereby delegates to the District Superintendent and the Assistant Superintendent of Business Services for the period of July 1, 2014 through June 30, 2015 the power to sign and enter into Child Care and Development Services contracts and agreements with the State of California and to sign application documents relative to Child Care and Development Services funding.

**PASSED AND ADOPTED** by the Board of Trustees of the Fullerton School District this 29th day of July, 2014 by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAINED: \_\_\_\_\_

FULLERTON SCHOOL DISTRICT

By: \_\_\_\_\_  
Janny Meyer, President  
Board of Trustees

Attest: \_\_\_\_\_  
Lynn Thornley, Clerk  
Board of Trustees



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 14 - 15

DATE: July 01, 2014

CONTRACT NUMBER: CPKS-4054

PROGRAM TYPE: PREKINDERGARTEN AND FAMILY LITERACY PROG

PROJECT NUMBER: 30-6650-00-4

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: FULLERTON ELEMENTARY SCHOOL DISTRICT

By signing this contract and returning it to the State, the contractor is agreeing to use the funds identified below for support and to promote the interactive literacy activities for children and families enrolled in the Prekindergarten and Family Literacy Program, in accordance with the PROGRAM REQUIREMENTS FOR PREKINDERGARTEN AND FAMILY LITERACY PROGRAM and the GENERAL TERMS AND CONDITIONS (GTC-610), both available online at http://www.cde.ca.gov/fg/aa/cd/, which by this reference are incorporated into this contract. The Contractor's signature also certifies compliance with the Program Requirements for Prekindergarten and Family Literacy Program and the General Terms and Conditions.

Funding of this contract is contingent upon appropriation and availability of funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2014 through June 30, 2015. The total amount payable pursuant to this agreement shall not exceed \$15,000.00.

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


Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

<b>STATE OF CALIFORNIA</b>		<b>CONTRACTOR</b>			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE) <i>Susan C. Hume</i>			
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Susan Hume, Asst. Superintendent Business			
TITLE Contracts, Purchasing and Conference Services		ADDRESS 1401 W. Valencia Dr., Fullerton, CA 92833			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 15,000	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		Department of General Services use only	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 24859-6650	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
TOTAL AMOUNT ENCUMBERED TO DATE \$ 15,000	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6052 Rev-8590				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER			DATE		

CCC-307

**CERTIFICATION**

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

<i>Contractor/Bidder Firm Name (Printed)</i> Fullerton School District		<i>Federal ID Number</i> 95-6001405
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Susan Hume Asst. Superintendent of Business		
<i>Date Executed</i> 7/8/2014	<i>Executed in the County of</i> Orange, CA	

**CONTRACTOR CERTIFICATION CLAUSES**

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

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

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

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

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

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

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

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department

determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

## DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued



pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

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

DISCUSSION/ACTION ITEM

**DATE:** July 29, 2014

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

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

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

**SUBJECT:** **ADOPT RESOLUTION #14/15-01 AUTHORIZING AND PROVIDING FOR THE LEVYING OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT 2000-1 (DISTRICT 40, VAN DAELE)**

Background: On June 13, 2000, the Fullerton School District formed Community Facilities District (CFD) No. 2000-1 pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, on 14.71 net acres of property owned by Fullerton 104/AFX, LTD., a California limited partnership of which Van Daele Development Corporation, a California corporation, was the general partner. CFD No. 2000-1 issued 2001 special tax bonds in the amount of \$1,195,000.00 on November 1, 2001.

With the formation of CFD No. 2000-1 and the issuance of special tax bonds, annual special taxes need to be levied on taxable property to pay interest and principal to the bondholders. Accordingly, please find attached Resolution #14/15-01, which authorizes and provides for the levying of special taxes in CFD No. 2000-1 for fiscal year 2014/2015. The special taxes were calculated and levied in accordance with the Rate and Method of Apportionment previously Board-approved.

Rationale: Annual authorization of the special tax levy is required by law.

Funding: Not applicable.

Recommendation: Adopt Resolution #14/15-01 authorizing and providing for the levying of special taxes within Community Facilities District 2000-1 (District 40, Van Daele).

SH:RG:gs  
Attachment

**FULLERTON SCHOOL DISTRICT  
RESOLUTION #14/15-01**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE FULLERTON  
SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF  
COMMUNITY FACILITIES DISTRICT NO. 2000-1 (VAN DAELE)  
AUTHORIZING AND PROVIDING FOR THE LEVYING OF SPECIAL  
TAXES WITHIN SAID DISTRICT**

**WHEREAS**, the Board of Trustees of the Fullerton School District (the "Board") has heretofore taken proceedings pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the "Act") for the establishment of Community Facilities District No. 2000-1 (the "District") for the purpose of providing educational facilities for the use of residents of the District; and

**WHEREAS**, following a special election of the qualified electors of the District, this Board on June 27, 2000, acting as the governing body of the District, adopted Ordinance No. 99/00-1 ("Ordinance") which provided for the levying and collection of special taxes within the District, "as provided in the Act and Ordinance and as approved by the qualified electors"; and

**WHEREAS**, it is now necessary and appropriate that this Board levy and collect the special taxes for fiscal year 2014/2015 by the adoption of a Resolution as specified by the Act and Ordinances.

**NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:**

Section 1. In accordance with the Act and Ordinances, there is hereby levied upon all properties within the District, including all annexed territory, which are not otherwise exempt from taxation under the Act or Ordinances, the special taxes for fiscal year 2014/2015 set forth in the Ordinances at the tax rates as set forth therein and in Exhibit "A" hereto, as may be amended without further action of the Board to reflect updated information on assessor's parcel numbers from the County of Orange. The Assistant Superintendent, Business Services, is hereby authorized and directed to establish the final rates to be levied, which final rates shall not exceed the maximum rates.

Section 2. The above-authorized special taxes shall be collected in the same manner as ad valorem property taxes on the secured roll by the Treasurer-Tax Collector of the County of Orange and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for such ad valorem taxes.

Section 3. The Clerk and Assistant Superintendent of Business are hereby authorized to transmit a certified copy of this Resolution to the Orange County Auditor-Controller, together with other supporting documentation as may be required, in order to place said special taxes on the secured property tax roll for fiscal year 2014/2015 and to perform all other acts which are required by the Act, Ordinances or by-law in order to accomplish the purpose of this Resolution.

**PASSED, APPROVED, and ADOPTED** this 29<sup>th</sup> day of July 2014

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN \_\_\_\_\_

\_\_\_\_\_  
Janny Meyer, President  
Board of Trustees

ATTEST:

\_\_\_\_\_  
Lynn Thornley, Clerk  
Board of Trustees

State of California            )  
  ) ss  
County of Orange            )

I, Lynn Thornley, Clerk of the Board of Trustees of the Fullerton School District, do hereby certify that the foregoing Resolution was duly passed, approved, and adopted by the Board of Trustees of the Fullerton School District at a Regular meeting of said Board acting as the governing body of District 40 held on the 29<sup>th</sup> day of July 2014.

\_\_\_\_\_  
Lynn Thornley, Clerk  
Board of Trustees

**Fullerton School District**  
**CFD No. 2000-1**  
**Special Tax Levy For Fiscal Year 2014/2015**

<b>Book</b>	<b>Page</b>	<b>Parcel</b>	<b>Special Tax</b>
284	113	13	\$1,366.16
284	113	14	\$1,366.16
284	113	15	\$1,366.16
284	113	16	\$1,366.16
284	113	17	\$1,366.16
284	113	18	\$1,366.16
284	113	19	\$1,366.16
284	113	20	\$1,366.16
284	113	21	\$1,366.16
284	113	22	\$1,366.16
284	113	23	\$1,366.16
284	113	24	\$1,366.16
284	113	25	\$1,366.16
284	113	26	\$0.00
284	113	27	\$0.00
284	113	28	\$0.00
284	113	29	\$0.00
284	471	1	\$1,366.16
284	471	2	\$1,366.16
284	471	3	\$1,366.16
284	471	4	\$1,366.16
284	471	5	\$1,366.16
284	471	6	\$1,366.16
284	471	7	\$1,366.16
284	471	8	\$1,366.16
284	471	9	\$1,366.16
284	471	10	\$1,366.16
284	471	11	\$1,366.16
284	471	12	\$1,366.16
284	471	13	\$1,366.16
284	471	14	\$1,366.16
284	471	15	\$1,366.16
284	471	16	\$1,366.16
284	471	17	\$1,366.16
284	471	18	\$1,366.16
284	471	19	\$1,366.16
284	471	20	\$1,366.16
284	471	21	\$1,366.16
284	471	22	\$1,366.16
284	471	23	\$1,366.16
284	471	24	\$1,366.16
284	471	25	\$1,366.16
284	471	26	\$1,366.16
284	471	27	\$1,366.16

**Fullerton School District  
CFD No. 2000-1  
Special Tax Levy For Fiscal Year 2014/2015**

<b>Book</b>	<b>Page</b>	<b>Parcel</b>	<b>Special Tax</b>
284	471	28	\$1,366.16
284	471	29	\$1,366.16
284	471	30	\$1,366.16
284	471	31	\$1,366.16
284	471	32	\$1,366.16
284	471	33	\$1,366.16
284	471	34	\$1,366.16
284	471	35	\$1,366.16
284	471	36	\$1,366.16
284	471	37	\$1,366.16
284	471	38	\$1,366.16
284	471	39	\$1,366.16
284	471	40	\$1,366.16
284	471	41	\$1,366.16
284	471	42	\$0.00
284	471	43	\$0.00
284	471	44	\$0.00
284	471	45	\$0.00
284	471	46	\$0.00
284	471	47	\$0.00
284	471	48	\$0.00
284	481	1	\$1,366.16
284	481	2	\$1,366.16
284	481	3	\$1,366.16
284	481	4	\$1,366.16
284	481	5	\$1,366.16
284	481	6	\$1,366.16
284	481	7	\$1,366.16
284	481	8	\$1,366.16
284	481	9	\$1,366.16
284	481	10	\$1,366.16
284	481	11	\$1,366.16
284	481	12	\$1,366.16
284	481	13	\$1,366.16
284	481	14	\$1,366.16
284	481	15	\$1,366.16
284	481	16	\$1,366.16
284	481	17	\$1,366.16
284	481	18	\$1,366.16
284	481	19	\$1,366.16
284	481	20	\$1,366.16
284	481	21	\$1,366.16
284	481	22	\$1,366.16
284	481	23	\$1,366.16

**Fullerton School District**  
**CFD No. 2000-1**  
**Special Tax Levy For Fiscal Year 2014/2015**

<b>Book</b>	<b>Page</b>	<b>Parcel</b>	<b>Special Tax</b>
284	481	24	\$1,366.16
284	481	25	\$1,366.16
284	481	26	\$1,366.16
284	481	27	\$1,366.16
284	481	28	\$1,366.16
284	481	29	\$1,366.16
284	481	30	\$1,366.16
284	481	31	\$1,366.16
284	481	32	\$1,366.16
284	481	33	\$1,366.16
284	481	34	\$1,366.16
284	481	35	\$1,366.16
284	481	36	\$1,366.16
284	481	37	\$1,366.16
284	481	38	\$0.00
284	481	39	\$0.00
284	481	40	\$0.00
284	481	41	\$0.00
284	481	42	\$0.00
284	481	43	\$0.00
284	481	44	\$0.00
284	481	45	\$0.00

<b>Major Conclusions</b>	
Total Number of Parcels	110
Number of Parcels Taxed	91
Total Special Tax Levy for Fiscal Year 2014/2015	\$124,320.56

DISCUSSION/ACTION ITEM

**DATE:** July 29, 2014

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

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

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

**SUBJECT:** **ADOPT RESOLUTION #14/15-02 AUTHORIZING AND PROVIDING FOR THE LEVYING OF SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT 2001-1 (DISTRICT 48, AMERIGE HEIGHTS)**

Background: On August 14, 2001, the Fullerton School District formed Community Facilities District (CFD) No. 2001-1 pursuant to the Mello-Roos Community Facilities Act of 1982, as amended on 106.72 net acres of property known as the Amerige Heights Project. CFD No. 2001-1 issued 2001 special tax bonds in the amount of \$19,450,000.00 on December 1, 2001.

With the formation of CFD No. 2001-1 and the issuance of special tax bonds, annual special taxes need to be levied on taxable property to pay interest and principal to the bondholders. Accordingly, please find attached Resolution #14/15-02, which authorizes and provides for the levying of special taxes in CFD No. 2001-1 for fiscal year 2014/2015. The special taxes were calculated and levied in accordance with the Rate and Method of Apportionment previously Board-approved.

Rationale: Annual authorization of the special tax levy is required by law.

Funding: Not applicable.

Recommendation: Adopt Resolution #14/15-02 authorizing and providing for the levying of special taxes within Community Facilities District 2001-1 (District 48, Amerige Heights).

SH:RG:gs  
Attachment



**FULLERTON SCHOOL DISTRICT  
RESOLUTION #14/15-02**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE FULLERTON  
SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF  
COMMUNITY FACILITIES DISTRICT NO. 2001-1 (AMERIGE HEIGHTS)  
AUTHORIZING AND PROVIDING FOR THE LEVYING OF SPECIAL  
TAXES WITHIN SAID DISTRICT**

**WHEREAS**, the Board of Trustees of the Fullerton School District (the "Board") has heretofore taken proceedings pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the "Act") for the establishment of Community Facilities District No. 2001-1 (the "District") for the purpose of providing educational facilities for the use of residents of the District; and

**WHEREAS**, following a special election of the qualified electors of the District, this Board on August 28, 2001, acting as the governing body of the District, adopted Ordinance No. 01/02-1 ("Ordinance") which provided for the levying and collection of special taxes within the District, "as provided in the Act and Ordinance and as approved by the qualified electors"; and

**WHEREAS**, it is now necessary and appropriate that this Board levy and collect the special taxes for fiscal year 2014/2015 by the adoption of a Resolution as specified by the Act and Ordinances.

**NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:**

Section 1. In accordance with the Act and Ordinances, there is hereby levied upon all properties within the District, including all annexed territory which are not otherwise exempt from taxation under the Act or Ordinances, the special taxes for fiscal year 2014/2015 set forth in the Ordinances at the tax rates as set forth therein and in Exhibit "A" hereto, as may be amended without further action of the Board to reflect updated information on assessor's parcel numbers from the County of Orange. The Assistant Superintendent, Business Services, is hereby authorized and directed to establish the final rates to be levied, which final rates shall not exceed the maximum rates.

Section 2. The above-authorized special taxes shall be collected in the same manner as ad valorem property taxes on the secured roll by the Treasurer-Tax Collector of the County of Orange and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for such ad valorem taxes.

Section 3. The Clerk and Assistant Superintendent of Business are hereby authorized to transmit a certified copy of this Resolution to the Orange County Auditor-Controller, together with other supporting documentation as may be required in order to place said special taxes on the secured property tax roll for fiscal year 2014/2015 and to perform all other acts which are required by the Act, Ordinances or by-law in order to accomplish the purpose of this Resolution.

**PASSED, APPROVED, and ADOPTED** this 29<sup>th</sup> day of July 2014

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

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Janny Meyer, President  
Board of Trustees

ATTEST:

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Lynn Thornley, Clerk  
Board of Trustees

State of California            )  
  ) ss  
County of Orange            )

I, Lynn Thornley, Clerk of the Board of Trustees of the Fullerton School District, do hereby certify that the foregoing Resolution was duly passed, approved, and adopted by the Board of Trustees of the Fullerton School District at a Regular meeting of said Board acting as the governing body of District 48 held on the 29<sup>th</sup> day of July 2014.

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Lynn Thornley, Clerk  
Board of Trustees

**Fullerton School District**  
**CFD No. 2001-1**  
**Special Tax Levy For Fiscal Year 2014/2015**

<b>Book</b>	<b>Page</b>	<b>Parcel</b>	<b>Special Tax</b>
280	312	4	\$0.00
280	321	1	\$1,957.40
280	321	2	\$1,957.40
280	321	3	\$1,957.40
280	321	4	\$1,957.40
280	321	5	\$1,957.40
280	321	6	\$1,957.40
280	321	7	\$1,957.40
280	321	8	\$1,957.40
280	321	9	\$1,957.40
280	321	10	\$1,722.52
280	321	11	\$1,957.40
280	321	12	\$1,957.40
280	321	13	\$1,722.52
280	321	14	\$1,957.40
280	321	15	\$1,957.40
280	321	16	\$1,957.40
280	321	17	\$1,957.40
280	321	18	\$1,722.52
280	321	19	\$1,957.40
280	321	20	\$1,957.40
280	321	21	\$1,957.40
280	321	22	\$1,722.52
280	321	23	\$1,957.40
280	321	24	\$1,957.40
280	321	25	\$1,722.52
280	321	26	\$1,957.40
280	321	27	\$1,957.40
280	321	28	\$1,957.40
280	321	29	\$1,722.52
280	321	30	\$1,957.40
280	321	31	\$1,957.40
280	321	32	\$1,957.40
280	321	33	\$1,957.40
280	321	34	\$1,722.52
280	321	35	\$1,957.40
280	321	36	\$1,957.40
280	321	37	\$1,957.40
280	321	38	\$1,722.52
280	321	39	\$1,957.40
280	321	40	\$1,957.40
280	321	41	\$1,957.40
280	321	42	\$1,957.40
280	321	43	\$1,722.52

**Fullerton School District**  
**CFD No. 2001-1**  
**Special Tax Levy For Fiscal Year 2014/2015**

<b>Book</b>	<b>Page</b>	<b>Parcel</b>	<b>Special Tax</b>
280	321	44	\$1,957.40
280	321	45	\$1,957.40
280	321	46	\$1,957.40
280	321	47	\$1,957.40
280	321	48	\$1,957.40
280	321	49	\$1,957.40
280	321	50	\$1,957.40
280	321	51	\$0.00
280	321	52	\$0.00
280	321	53	\$0.00
280	321	54	\$0.00
280	321	55	\$0.00
280	321	56	\$0.00
280	321	57	\$0.00
280	321	58	\$0.00
280	331	1	\$1,957.40
280	331	2	\$1,957.40
280	331	3	\$1,957.40
280	331	4	\$1,957.40
280	331	5	\$1,957.40
280	331	6	\$1,957.40
280	331	7	\$1,722.52
280	331	8	\$1,957.40
280	331	9	\$1,957.40
280	331	10	\$1,957.40
280	331	11	\$1,722.52
280	331	12	\$1,957.40
280	331	13	\$1,957.40
280	331	14	\$1,957.40
280	331	15	\$1,957.40
280	331	16	\$1,957.40
280	331	17	\$1,957.40
280	331	18	\$1,957.40
280	331	19	\$1,957.40
280	331	20	\$1,957.40
280	331	21	\$1,957.40
280	331	22	\$1,957.40
280	331	23	\$1,722.52
280	331	24	\$1,957.40
280	331	25	\$1,957.40
280	331	26	\$1,957.40
280	331	27	\$1,957.40
280	331	28	\$1,957.40
280	331	29	\$1,957.40

**Fullerton School District**  
**CFD No. 2001-1**  
**Special Tax Levy For Fiscal Year 2014/2015**

<b>Book</b>	<b>Page</b>	<b>Parcel</b>	<b>Special Tax</b>
280	331	30	\$1,957.40
280	331	31	\$1,957.40
280	331	32	\$1,957.40
280	331	33	\$1,957.40
280	331	34	\$1,957.40
280	331	35	\$1,957.40
280	331	36	\$1,722.52
280	331	37	\$1,957.40
280	331	38	\$1,722.52
280	331	39	\$1,957.40
280	331	40	\$1,957.40
280	331	41	\$1,957.40
280	331	42	\$1,957.40
280	331	43	\$1,722.52
280	331	44	\$1,957.40
280	331	45	\$1,957.40
280	331	46	\$1,957.40
280	331	47	\$1,957.40
280	331	48	\$1,957.40
280	331	49	\$1,957.40
280	331	50	\$1,722.52
280	331	51	\$1,957.40
280	331	52	\$1,957.40
280	331	53	\$1,957.40
280	331	54	\$1,722.52
280	331	55	\$1,957.40
280	331	56	\$1,957.40
280	331	57	\$1,957.40
280	331	58	\$1,957.40
280	331	59	\$1,957.40
280	331	60	\$1,957.40
280	331	61	\$1,957.40
280	331	62	\$1,957.40
280	331	63	\$1,722.52
280	331	64	\$1,957.40
280	331	65	\$1,957.40
280	331	66	\$1,957.40
280	331	67	\$1,957.40
280	331	68	\$1,957.40
280	331	69	\$1,957.40
280	331	70	\$1,957.40
280	331	71	\$1,722.52
280	331	72	\$0.00
280	331	73	\$0.00

**Fullerton School District**  
**CFD No. 2001-1**  
**Special Tax Levy For Fiscal Year 2014/2015**

<b>Book</b>	<b>Page</b>	<b>Parcel</b>	<b>Special Tax</b>
280	331	74	\$0.00
280	331	78	\$0.00
280	341	1	\$1,428.90
280	341	2	\$1,722.52
280	341	3	\$1,722.52
280	341	4	\$1,722.52
280	341	5	\$1,722.52
280	341	6	\$1,722.52
280	341	7	\$1,722.52
280	341	8	\$1,722.52
280	341	9	\$1,428.90
280	341	10	\$1,722.52
280	341	11	\$1,722.52
280	341	12	\$1,722.52
280	341	13	\$1,722.52
280	341	14	\$1,722.52
280	341	15	\$1,428.90
280	341	16	\$1,722.52
280	341	17	\$1,722.52
280	341	18	\$1,722.52
280	341	19	\$1,428.90
280	341	20	\$1,722.52
280	341	21	\$1,722.52
280	341	22	\$1,428.90
280	341	23	\$1,722.52
280	341	24	\$1,722.52
280	341	25	\$1,722.52
280	341	26	\$1,428.90
280	341	27	\$1,722.52
280	341	28	\$1,722.52
280	341	29	\$1,428.90
280	341	30	\$1,722.52
280	341	31	\$1,722.52
280	341	32	\$1,722.52
280	341	33	\$1,722.52
280	341	34	\$1,428.90
280	341	35	\$1,722.52
280	341	36	\$1,722.52
280	341	37	\$1,722.52
280	341	38	\$1,722.52
280	341	39	\$1,722.52
280	341	40	\$1,428.90
280	341	41	\$1,722.52
280	341	42	\$1,722.52

**Fullerton School District**  
**CFD No. 2001-1**  
**Special Tax Levy For Fiscal Year 2014/2015**

<b>Book</b>	<b>Page</b>	<b>Parcel</b>	<b>Special Tax</b>
280	341	43	\$1,722.52
280	341	44	\$1,722.52
280	341	45	\$1,722.52
280	341	55	\$1,722.52
280	341	56	\$1,722.52
280	341	57	\$1,428.90
280	341	58	\$1,722.52
280	341	59	\$1,722.52
280	341	60	\$1,722.52
280	341	61	\$1,722.52
280	341	62	\$1,428.90
280	341	63	\$1,722.52
280	341	64	\$1,722.52
280	341	65	\$1,428.90
280	341	66	\$1,428.90
280	341	67	\$1,722.52
280	341	68	\$1,428.90
280	341	69	\$1,722.52
280	341	70	\$1,428.90
280	341	71	\$1,722.52
280	341	72	\$1,722.52
280	341	73	\$1,722.52
280	341	74	\$1,722.52
280	341	75	\$1,428.90
280	341	76	\$1,722.52
280	341	77	\$1,722.52
280	341	78	\$1,722.52
280	341	79	\$1,428.90
280	341	80	\$1,722.52
280	341	81	\$1,428.90
280	341	82	\$1,722.52
280	351	1	\$1,957.40
280	351	2	\$1,957.40
280	351	3	\$1,957.40
280	351	4	\$1,957.40
280	351	5	\$1,957.40
280	351	6	\$1,957.40
280	351	7	\$1,957.40
280	351	8	\$1,957.40
280	351	9	\$1,957.40
280	351	10	\$1,957.40
280	351	11	\$1,957.40
280	351	12	\$1,957.40
280	351	13	\$1,957.40

**Fullerton School District**  
**CFD No. 2001-1**  
**Special Tax Levy For Fiscal Year 2014/2015**

<b>Book</b>	<b>Page</b>	<b>Parcel</b>	<b>Special Tax</b>
280	351	14	\$1,957.40
280	351	15	\$1,957.40
280	351	16	\$1,957.40
280	351	17	\$1,722.52
280	351	21	\$1,722.52
280	351	22	\$1,722.52
280	351	23	\$1,722.52
280	351	24	\$1,722.52
280	351	25	\$1,722.52
280	351	26	\$1,722.52
280	351	27	\$1,722.52
280	351	28	\$1,722.52
280	351	29	\$1,722.52
280	351	30	\$1,722.52
280	351	31	\$1,722.52
280	351	32	\$1,722.52
280	351	33	\$1,722.52
280	351	34	\$1,722.52
280	351	35	\$1,722.52
280	351	36	\$1,722.52
280	351	37	\$1,722.52
280	351	38	\$1,722.52
280	351	39	\$1,722.52
280	351	40	\$1,722.52
280	351	41	\$1,722.52
280	351	42	\$1,722.52
280	351	43	\$1,722.52
280	351	44	\$1,722.52
280	351	45	\$1,722.52
280	351	46	\$1,722.52
280	351	47	\$1,722.52
280	351	48	\$1,722.52
280	351	49	\$1,722.52
280	351	50	\$1,722.52
280	351	51	\$1,722.52
280	351	52	\$1,722.52
280	351	53	\$1,722.52
280	351	54	\$1,722.52
280	351	55	\$1,722.52
280	351	56	\$1,722.52
280	351	57	\$1,722.52
280	351	58	\$1,722.52
280	351	59	\$1,722.52
280	351	60	\$1,722.52



**Fullerton School District**  
**CFD No. 2001-1**  
**Special Tax Levy For Fiscal Year 2014/2015**

<b>Book</b>	<b>Page</b>	<b>Parcel</b>	<b>Special Tax</b>
280	351	61	\$1,722.52
280	351	62	\$1,722.52
280	351	63	\$1,722.52
280	351	64	\$1,722.52
280	351	65	\$1,722.52
280	351	66	\$1,722.52
280	351	67	\$1,722.52
280	351	68	\$1,722.52
280	351	69	\$1,722.52
280	351	70	\$1,957.40
280	351	71	\$1,722.52
280	351	72	\$1,957.40
280	351	73	\$1,722.52
280	351	74	\$1,957.40
280	351	75	\$1,722.52
280	351	76	\$1,957.40
280	351	77	\$1,722.52
280	351	78	\$1,957.40
280	351	79	\$1,722.52
280	351	80	\$1,957.40
280	351	81	\$1,722.52
280	351	82	\$1,957.40
280	351	83	\$1,722.52
280	351	84	\$1,957.40
280	351	85	\$1,722.52
280	351	86	\$1,957.40
280	351	87	\$1,722.52
280	361	1	\$1,957.40
280	361	2	\$1,722.52
280	361	3	\$1,957.40
280	361	4	\$1,957.40
280	361	5	\$1,722.52
280	361	6	\$1,957.40
280	361	7	\$1,957.40
280	361	8	\$1,957.40
280	361	9	\$1,957.40
280	361	10	\$1,957.40
280	361	11	\$1,957.40
280	361	12	\$1,957.40
280	361	13	\$1,957.40
280	361	14	\$1,957.40
280	361	15	\$1,957.40
280	361	16	\$1,957.40
280	361	17	\$1,957.40

**Fullerton School District**  
**CFD No. 2001-1**  
**Special Tax Levy For Fiscal Year 2014/2015**

<b>Book</b>	<b>Page</b>	<b>Parcel</b>	<b>Special Tax</b>
280	361	18	\$1,722.52
280	361	19	\$1,957.40
280	361	20	\$1,957.40
280	361	21	\$1,957.40
280	361	22	\$1,722.52
280	361	23	\$1,957.40
280	361	24	\$1,957.40
280	361	25	\$1,722.52
280	361	26	\$1,957.40
280	361	27	\$1,722.52
280	361	28	\$1,957.40
280	361	29	\$1,957.40
280	361	30	\$1,957.40
280	361	31	\$1,957.40
280	361	32	\$1,957.40
280	361	33	\$1,722.52
280	361	34	\$1,957.40
280	361	35	\$1,957.40
280	361	36	\$1,722.52
280	361	37	\$1,957.40
280	361	38	\$1,957.40
280	361	39	\$1,957.40
280	361	40	\$1,957.40
280	361	41	\$1,957.40
280	361	42	\$1,957.40
280	361	43	\$1,957.40
280	361	44	\$1,957.40
280	361	45	\$1,722.52
280	361	46	\$1,957.40
280	361	47	\$1,957.40
280	361	48	\$1,957.40
280	361	49	\$1,957.40
280	361	50	\$1,957.40
280	361	51	\$1,957.40
280	361	52	\$1,957.40
280	361	53	\$1,957.40
280	361	54	\$1,957.40
280	361	55	\$1,957.40
280	361	56	\$1,957.40
280	361	57	\$1,957.40
280	361	58	\$1,957.40
280	361	59	\$1,957.40
280	361	60	\$1,722.52
280	361	61	\$1,957.40

**Fullerton School District**  
**CFD No. 2001-1**  
**Special Tax Levy For Fiscal Year 2014/2015**

<b>Book</b>	<b>Page</b>	<b>Parcel</b>	<b>Special Tax</b>
280	361	62	\$1,957.40
280	361	63	\$0.00
280	371	1	\$2,427.18
280	371	2	\$2,153.16
280	371	3	\$2,153.16
280	371	4	\$2,427.18
280	371	5	\$2,427.18
280	371	6	\$2,153.16
280	371	7	\$2,427.18
280	371	8	\$2,153.16
280	371	9	\$2,427.18
280	371	10	\$2,153.16
280	371	11	\$2,153.16
280	371	12	\$2,427.18
280	371	13	\$2,153.16
280	371	14	\$2,427.18
280	371	15	\$2,153.16
280	371	16	\$2,427.18
280	371	17	\$2,427.18
280	371	18	\$2,153.16
280	371	19	\$2,153.16
280	371	20	\$2,153.16
280	371	21	\$2,427.18
280	371	22	\$2,153.16
280	371	23	\$2,427.18
280	371	24	\$2,153.16
280	371	25	\$2,153.16
280	371	26	\$2,427.18
280	371	27	\$2,153.16
280	371	28	\$2,427.18
280	371	29	\$2,153.16
280	371	30	\$2,153.16
280	371	31	\$2,427.18
280	371	32	\$2,427.18
280	371	33	\$2,153.16
280	371	34	\$2,153.16
280	371	35	\$2,153.16
280	371	36	\$2,153.16
280	371	37	\$2,427.18
280	371	38	\$2,427.18
280	371	39	\$2,427.18
280	371	40	\$2,427.18
280	371	41	\$2,153.16
280	371	42	\$2,153.16

**Fullerton School District**  
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<b>Book</b>	<b>Page</b>	<b>Parcel</b>	<b>Special Tax</b>
280	371	43	\$2,427.18
280	371	44	\$2,153.16
280	371	45	\$2,153.16
280	371	46	\$0.00
280	371	48	\$0.00
280	371	49	\$0.00
280	371	50	\$0.00
280	381	1	\$2,427.18
280	381	2	\$2,427.18
280	381	3	\$2,153.16
280	381	4	\$2,427.18
280	381	5	\$2,153.16
280	381	6	\$2,153.16
280	381	7	\$2,427.18
280	381	8	\$2,153.16
280	381	9	\$2,427.18
280	381	10	\$2,427.18
280	381	11	\$2,153.16
280	381	12	\$2,427.18
280	381	13	\$2,153.16
280	381	14	\$2,427.18
280	381	15	\$2,153.16
280	381	16	\$2,427.18
280	381	17	\$2,153.16
280	381	18	\$2,427.18
280	381	19	\$2,153.16
280	381	20	\$2,427.18
280	381	21	\$2,427.18
280	381	22	\$2,153.16
280	381	23	\$2,427.18
280	381	24	\$2,153.16
280	381	25	\$2,427.18
280	381	26	\$2,153.16
280	381	27	\$2,153.16
280	381	28	\$2,427.18
280	381	29	\$2,427.18
280	381	30	\$2,153.16
280	381	31	\$2,427.18
280	381	32	\$2,153.16
280	381	33	\$2,427.18
280	381	34	\$2,427.18
280	381	35	\$2,153.16
280	381	36	\$2,153.16
280	381	37	\$2,427.18

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<b>Book</b>	<b>Page</b>	<b>Parcel</b>	<b>Special Tax</b>
280	381	38	\$2,427.18
280	381	39	\$2,153.16
280	381	40	\$2,153.16
280	381	41	\$2,427.18
280	381	42	\$2,153.16
280	381	43	\$2,153.16
280	381	44	\$2,427.18
280	381	45	\$2,427.18
280	381	46	\$2,153.16
280	381	47	\$2,427.18
280	381	48	\$2,153.16
280	381	49	\$2,427.18
280	381	50	\$2,427.18
280	381	51	\$2,153.16
280	381	52	\$2,427.18
280	381	53	\$2,153.16
280	381	54	\$2,427.18
280	381	55	\$2,153.16
280	381	56	\$2,153.16
280	381	57	\$2,427.18
280	381	58	\$2,153.16
280	381	59	\$2,427.18
280	381	60	\$0.00
280	381	67	\$1,722.52
280	381	68	\$1,722.52
280	381	69	\$1,722.52
280	381	70	\$1,722.52
280	381	71	\$1,722.52
280	381	72	\$1,722.52
280	381	73	\$1,722.52
280	381	74	\$1,722.52
280	381	75	\$1,722.52
280	381	76	\$1,722.52
280	381	77	\$1,722.52
280	381	78	\$1,722.52
280	381	79	\$1,722.52
280	381	80	\$1,722.52
280	381	81	\$1,722.52
280	381	82	\$1,722.52
280	381	83	\$1,722.52
280	381	84	\$0.00
280	381	86	\$0.00
280	391	1	\$1,957.40
280	391	2	\$2,427.18

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<b>Book</b>	<b>Page</b>	<b>Parcel</b>	<b>Special Tax</b>
280	391	3	\$2,153.16
280	391	4	\$1,957.40
280	391	5	\$2,427.18
280	391	6	\$2,153.16
280	391	7	\$1,957.40
280	391	8	\$2,427.18
280	391	9	\$2,427.18
280	391	10	\$2,153.16
280	391	11	\$2,427.18
280	391	12	\$1,957.40
280	391	13	\$2,153.16
280	391	14	\$2,427.18
280	391	15	\$2,153.16
280	391	16	\$2,427.18
280	391	17	\$2,153.16
280	391	18	\$2,427.18
280	391	19	\$0.00
280	391	23	\$1,428.90
280	391	24	\$1,057.00
280	391	25	\$1,428.90
280	391	26	\$1,057.00
280	391	27	\$1,428.90
280	391	28	\$1,428.90
280	391	29	\$1,428.90
280	391	30	\$1,057.00
280	391	31	\$1,428.90
280	391	32	\$1,057.00
280	391	33	\$1,428.90
280	391	34	\$1,428.90
280	391	35	\$1,428.90
280	391	36	\$1,057.00
280	391	37	\$1,428.90
280	391	38	\$1,428.90
280	391	39	\$1,428.90
280	391	40	\$1,057.00
280	391	41	\$1,428.90
280	391	42	\$1,428.90
280	391	43	\$1,428.90
280	391	44	\$1,057.00
280	391	45	\$1,428.90
280	391	46	\$1,428.90
280	391	47	\$0.00
280	391	48	\$0.00
280	391	49	\$0.00

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<b>Book</b>	<b>Page</b>	<b>Parcel</b>	<b>Special Tax</b>
280	391	50	\$0.00
280	391	51	\$0.00
280	391	52	\$0.00
280	391	53	\$0.00
280	391	54	\$0.00
280	391	55	\$0.00
280	391	56	\$0.00
280	391	57	\$0.00
280	391	58	\$1,428.90
280	391	59	\$1,428.90
280	391	60	\$1,057.00
280	391	61	\$1,428.90
280	391	62	\$1,428.90
280	391	63	\$1,428.90
280	391	64	\$1,057.00
280	391	65	\$1,428.90
280	391	66	\$1,057.00
280	391	67	\$1,428.90
280	391	68	\$1,428.90
280	391	69	\$1,428.90
280	391	70	\$1,057.00
280	391	71	\$1,428.90
280	391	72	\$1,428.90
280	391	73	\$0.00
280	391	74	\$0.00
280	391	75	\$0.00
280	391	76	\$0.00
280	391	77	\$0.00
280	391	78	\$0.00
280	401	1	\$2,427.18
280	401	2	\$1,957.40
280	401	3	\$2,153.16
280	401	4	\$1,957.40
280	401	5	\$2,427.18
280	401	6	\$1,957.40
280	401	7	\$2,427.18
280	401	8	\$1,957.40
280	401	9	\$2,153.16
280	401	10	\$2,427.18
280	401	11	\$2,427.18
280	401	12	\$1,957.40
280	401	13	\$2,427.18
280	401	14	\$2,427.18
280	401	15	\$2,153.16

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<b>Book</b>	<b>Page</b>	<b>Parcel</b>	<b>Special Tax</b>
280	401	16	\$2,427.18
280	401	17	\$1,957.40
280	401	18	\$2,427.18
280	401	19	\$2,153.16
280	401	20	\$1,957.40
280	401	21	\$2,427.18
280	401	22	\$2,153.16
280	401	23	\$2,427.18
280	401	24	\$2,153.16
280	401	25	\$2,427.18
280	401	26	\$1,957.40
280	401	27	\$2,153.16
280	401	28	\$2,427.18
280	401	29	\$1,957.40
280	401	30	\$2,427.18
280	401	31	\$1,957.40
280	401	32	\$2,153.16
280	401	33	\$2,427.18
280	401	34	\$1,957.40
280	401	35	\$2,153.16
280	401	36	\$2,427.18
280	401	37	\$2,427.18
280	401	38	\$1,957.40
280	401	39	\$1,957.40
280	401	40	\$2,427.18
280	401	41	\$2,153.16
280	401	42	\$2,427.18
280	401	43	\$2,153.16
280	401	44	\$2,427.18
280	401	45	\$2,427.18
280	401	46	\$2,427.18
280	401	47	\$2,153.16
280	401	48	\$2,427.18
280	401	49	\$2,153.16
280	401	50	\$2,427.18
280	401	51	\$2,153.16
280	401	52	\$1,957.40
280	401	53	\$1,957.40
280	401	54	\$2,427.18
280	401	55	\$1,957.40
280	401	56	\$1,957.40
280	401	57	\$2,153.16
280	401	58	\$1,957.40
280	401	59	\$1,957.40



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<b>Book</b>	<b>Page</b>	<b>Parcel</b>	<b>Special Tax</b>
280	401	60	\$2,153.16
280	401	61	\$2,427.18
280	401	62	\$2,153.16
280	401	63	\$1,957.40
280	401	65	\$0.00
280	401	69	\$0.00
280	401	70	\$0.00
280	401	71	\$1,428.90
280	401	72	\$1,428.90
280	401	73	\$1,057.00
280	401	74	\$1,428.90
280	401	75	\$1,428.90
280	401	76	\$1,057.00
280	401	77	\$1,428.90
280	401	78	\$1,428.90
280	401	79	\$1,428.90
280	401	80	\$1,428.90
280	401	81	\$1,428.90
280	401	82	\$1,428.90
280	401	83	\$1,057.00
280	401	84	\$1,428.90
280	401	85	\$1,428.90
280	401	86	\$1,057.00
280	401	87	\$1,428.90
280	401	88	\$1,428.90
280	401	89	\$1,428.90
280	401	90	\$0.00
280	401	91	\$0.00
280	401	92	\$0.00
280	401	93	\$0.00
280	401	94	\$0.00
280	401	95	\$0.00
280	401	96	\$0.00
280	401	97	\$0.00
280	412	3	\$0.00
280	412	4	\$0.00
280	412	5	\$0.00
280	412	6	\$0.00
280	412	7	\$0.00
280	412	8	\$0.00
280	412	9	\$0.00
280	412	10	\$0.00
280	412	11	\$0.00
280	412	12	\$0.00

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<b>Book</b>	<b>Page</b>	<b>Parcel</b>	<b>Special Tax</b>
280	412	13	\$0.00
280	412	14	\$0.00
280	412	15	\$0.00
280	412	16	\$0.00
280	412	17	\$0.00
280	412	18	\$0.00
280	412	19	\$1,428.90
280	412	20	\$1,057.00
280	412	21	\$1,428.90
280	412	22	\$1,428.90
280	412	23	\$1,428.90
280	412	24	\$1,057.00
280	412	25	\$1,428.90
280	412	26	\$1,057.00
280	412	27	\$1,428.90
280	412	28	\$1,428.90
280	412	29	\$1,057.00
280	412	30	\$1,428.90
280	412	31	\$1,428.90
280	412	32	\$1,428.90
280	412	33	\$1,428.90
280	412	34	\$1,428.90
280	412	35	\$1,057.00
280	412	36	\$1,428.90
280	412	37	\$1,428.90
280	412	38	\$1,057.00
280	412	39	\$1,428.90
280	412	40	\$1,428.90
280	412	41	\$1,428.90
280	412	42	\$1,428.90
280	412	43	\$1,057.00
280	412	44	\$1,428.90
280	412	45	\$1,428.90
280	421	1	\$1,722.52
280	421	2	\$1,722.52
280	421	3	\$1,428.90
280	421	4	\$1,722.52
280	421	5	\$1,722.52
280	421	6	\$1,722.52
280	421	7	\$1,428.90
280	421	8	\$1,722.52
280	421	9	\$1,722.52
280	421	10	\$1,722.52
280	421	11	\$1,722.52

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<b>Book</b>	<b>Page</b>	<b>Parcel</b>	<b>Special Tax</b>
280	421	12	\$1,722.52
280	421	13	\$1,722.52
280	421	14	\$1,428.90
280	421	15	\$1,428.90
280	421	16	\$1,722.52
280	421	17	\$1,722.52
280	421	18	\$1,722.52
280	421	19	\$1,722.52
280	421	20	\$1,722.52
280	421	21	\$1,722.52
280	421	22	\$1,428.90
280	421	23	\$1,722.52
280	421	24	\$1,722.52
280	421	25	\$1,722.52
280	421	26	\$1,722.52
280	421	27	\$1,428.90
280	421	28	\$1,722.52
280	421	29	\$1,722.52
280	421	30	\$1,428.90
280	421	31	\$1,722.52
280	421	32	\$1,722.52
280	421	33	\$1,722.52
280	421	34	\$1,428.90
280	421	35	\$1,722.52
280	421	36	\$1,722.52
280	421	37	\$1,428.90
280	421	38	\$1,722.52
280	421	39	\$1,428.90
280	421	40	\$1,722.52
280	421	41	\$1,722.52
280	421	42	\$1,722.52
280	421	43	\$1,722.52
280	421	44	\$1,722.52
280	421	45	\$1,428.90
280	421	46	\$1,722.52
280	421	47	\$1,722.52
280	421	48	\$1,428.90
280	421	49	\$1,722.52
280	421	50	\$1,722.52
280	421	51	\$1,722.52
280	421	52	\$1,722.52
280	421	57	\$0.00
280	421	58	\$0.00
280	431	2	\$0.00

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<b>Book</b>	<b>Page</b>	<b>Parcel</b>	<b>Special Tax</b>
280	431	3	\$0.00
280	432	7	\$0.00
280	432	8	\$0.00
280	432	9	\$0.00
280	432	10	\$0.00
280	432	11	\$0.00
280	432	12	\$0.00
280	432	13	\$0.00
280	432	14	\$0.00
280	441	9	\$0.00
280	441	10	\$0.00
280	441	11	\$0.00
280	441	12	\$0.00
280	441	13	\$0.00
280	441	14	\$0.00
934	36	22	\$939.56
934	36	23	\$939.56
934	36	24	\$939.56
934	36	25	\$939.56
934	36	26	\$939.56
934	36	27	\$939.56
934	36	28	\$939.56
934	36	29	\$939.56
934	36	30	\$939.56
934	36	31	\$939.56
934	36	32	\$939.56
934	36	33	\$939.56
934	36	34	\$939.56
934	36	35	\$939.56
934	36	36	\$939.56
934	36	37	\$939.56
934	36	38	\$939.56
934	36	39	\$939.56
934	36	40	\$939.56
934	36	41	\$939.56
934	36	42	\$939.56
934	36	43	\$939.56
934	36	44	\$939.56
934	36	45	\$939.56
934	36	46	\$939.56
934	36	47	\$939.56
934	36	48	\$939.56
934	36	49	\$939.56
934	36	50	\$939.56

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<b>Book</b>	<b>Page</b>	<b>Parcel</b>	<b>Special Tax</b>
934	36	51	\$939.56
934	36	52	\$939.56
934	36	53	\$939.56
934	36	54	\$939.56
934	36	55	\$939.56
934	36	56	\$939.56
934	36	57	\$939.56
934	36	58	\$939.56
934	36	59	\$939.56
934	36	60	\$939.56
934	36	61	\$939.56
934	36	62	\$939.56
934	36	63	\$939.56
934	36	64	\$939.56
934	36	65	\$939.56
934	36	66	\$939.56
934	36	67	\$939.56
934	36	68	\$939.56
934	36	69	\$939.56
934	36	70	\$939.56
934	36	71	\$939.56
934	36	72	\$939.56
934	36	73	\$939.56
934	36	74	\$939.56
934	36	75	\$939.56
934	36	76	\$939.56
934	36	77	\$939.56
934	36	78	\$939.56
934	36	79	\$939.56
934	36	80	\$939.56
934	36	81	\$939.56
934	36	82	\$939.56
934	36	83	\$939.56
934	36	84	\$939.56
934	36	85	\$939.56
934	36	86	\$939.56
934	36	87	\$939.56
934	36	88	\$939.56
934	36	89	\$939.56
934	36	90	\$939.56
934	36	91	\$939.56
934	36	92	\$939.56
934	36	93	\$939.56
934	36	94	\$939.56

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<b>Book</b>	<b>Page</b>	<b>Parcel</b>	<b>Special Tax</b>
934	36	95	\$939.56
934	36	96	\$939.56
934	36	97	\$939.56
934	36	98	\$939.56
934	36	99	\$939.56
934	36	100	\$939.56
934	36	101	\$939.56
934	36	102	\$939.56
934	36	103	\$939.56
934	36	104	\$939.56
934	36	105	\$939.56
934	36	106	\$939.56
934	36	107	\$939.56
934	36	108	\$939.56
934	36	109	\$939.56
934	36	110	\$939.56
934	36	111	\$939.56
934	36	112	\$939.56
934	36	113	\$939.56
934	36	114	\$939.56
934	36	115	\$939.56
934	36	116	\$939.56
934	36	117	\$939.56
934	36	118	\$939.56
934	36	119	\$939.56
934	36	120	\$939.56
934	36	121	\$939.56
934	36	122	\$939.56
934	36	123	\$939.56
934	36	124	\$939.56
934	36	125	\$939.56
934	36	126	\$939.56
934	36	127	\$939.56
934	36	128	\$939.56
934	36	129	\$939.56
934	36	130	\$939.56
934	36	131	\$939.56
934	36	132	\$939.56
934	36	133	\$939.56
934	36	134	\$939.56
934	36	135	\$939.56
934	36	136	\$939.56
934	36	137	\$939.56
934	36	138	\$939.56

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<b>Book</b>	<b>Page</b>	<b>Parcel</b>	<b>Special Tax</b>
934	36	139	\$939.56
934	36	140	\$939.56
934	36	141	\$939.56
934	36	142	\$939.56
934	36	143	\$939.56
934	36	144	\$939.56
934	36	145	\$939.56
934	36	146	\$939.56
934	36	147	\$939.56
934	36	148	\$939.56
934	36	149	\$939.56
934	36	150	\$939.56
934	36	151	\$939.56
934	36	152	\$939.56
934	36	153	\$939.56
934	36	154	\$939.56
934	36	155	\$939.56
934	36	156	\$939.56
934	36	157	\$939.56
934	36	158	\$939.56
934	36	159	\$939.56
934	36	160	\$939.56
934	36	161	\$939.56
934	36	162	\$939.56
934	36	163	\$939.56
934	36	164	\$939.56
934	36	165	\$939.56
934	36	166	\$939.56
934	36	167	\$939.56
934	36	168	\$939.56
934	36	169	\$939.56
934	36	170	\$939.56
934	36	171	\$939.56
934	36	172	\$939.56
934	36	173	\$939.56
934	36	174	\$939.56
934	36	175	\$939.56
934	36	176	\$939.56
934	36	177	\$939.56
934	36	178	\$939.56
934	36	179	\$939.56
934	36	180	\$939.56
934	36	181	\$939.56
934	36	182	\$939.56

**Fullerton School District  
CFD No. 2001-1  
Special Tax Levy For Fiscal Year 2014/2015**

<b>Book</b>	<b>Page</b>	<b>Parcel</b>	<b>Special Tax</b>
934	36	183	\$939.56
934	36	184	\$939.56
934	36	185	\$939.56
934	36	186	\$939.56
934	36	187	\$939.56
934	36	188	\$939.56
934	36	189	\$939.56
934	36	190	\$939.56
934	36	191	\$939.56
934	36	192	\$939.56
934	36	193	\$939.56
934	36	194	\$939.56
936	24	272	\$939.56
936	24	273	\$939.56
936	24	274	\$939.56
936	24	275	\$939.56
936	24	276	\$939.56
936	24	277	\$939.56
936	24	278	\$939.56
936	24	279	\$939.56
936	24	280	\$939.56
936	24	281	\$939.56
936	24	282	\$939.56
936	24	283	\$939.56
936	24	284	\$939.56
936	24	285	\$939.56
936	24	286	\$939.56
936	24	287	\$939.56
936	24	288	\$939.56
936	24	289	\$939.56
936	24	290	\$939.56
936	24	291	\$939.56
936	24	292	\$939.56
936	24	293	\$939.56
936	24	294	\$939.56
936	24	295	\$939.56
936	24	296	\$939.56
936	24	297	\$939.56
936	24	298	\$939.56
936	24	299	\$939.56
936	24	300	\$939.56
936	24	301	\$939.56
936	24	302	\$939.56
936	24	303	\$939.56



**Fullerton School District  
CFD No. 2001-1  
Special Tax Levy For Fiscal Year 2014/2015**

<b>Book</b>	<b>Page</b>	<b>Parcel</b>	<b>Special Tax</b>
936	24	304	\$939.56
936	24	305	\$939.56
936	24	306	\$939.56
936	24	307	\$939.56
936	24	308	\$939.56
936	24	309	\$939.56
936	24	310	\$939.56
936	24	311	\$939.56
936	24	312	\$939.56
936	24	313	\$939.56
936	24	314	\$939.56
936	24	315	\$939.56
936	24	316	\$939.56
936	24	317	\$939.56
936	24	318	\$939.56
936	24	319	\$939.56
936	24	320	\$939.56
936	24	321	\$939.56
936	24	322	\$939.56
936	24	323	\$939.56
936	24	324	\$939.56
936	24	325	\$939.56
936	24	326	\$939.56
936	24	327	\$939.56
936	24	328	\$939.56
936	24	329	\$939.56
936	24	330	\$939.56
936	24	331	\$939.56
936	24	332	\$939.56
936	24	333	\$939.56
936	24	334	\$939.56
936	24	335	\$939.56
936	24	336	\$939.56
936	24	337	\$939.56
936	24	338	\$939.56
936	24	339	\$939.56
936	24	340	\$939.56
936	24	341	\$939.56
936	24	342	\$939.56
936	24	343	\$939.56
936	24	344	\$939.56
936	24	345	\$939.56
936	24	346	\$939.56
936	24	347	\$939.56

**Fullerton School District**  
**CFD No. 2001-1**  
**Special Tax Levy For Fiscal Year 2014/2015**

<b>Book</b>	<b>Page</b>	<b>Parcel</b>	<b>Special Tax</b>
936	24	348	\$939.56
936	24	349	\$939.56
936	24	350	\$939.56
936	24	351	\$939.56
936	24	352	\$939.56
936	24	353	\$939.56
936	24	354	\$939.56
936	24	355	\$939.56
936	24	356	\$939.56
936	24	357	\$939.56
936	24	358	\$939.56
936	24	359	\$939.56
936	24	360	\$939.56
936	24	361	\$939.56
936	24	362	\$939.56
936	24	363	\$939.56
936	24	364	\$939.56
936	24	365	\$939.56
936	24	366	\$939.56
936	24	367	\$939.56
936	24	368	\$939.56
936	24	369	\$939.56
936	24	370	\$939.56
936	24	371	\$939.56
936	24	372	\$939.56
936	24	373	\$939.56
936	24	374	\$939.56
936	24	375	\$939.56
936	24	376	\$939.56
936	24	377	\$939.56
936	24	378	\$939.56
936	24	379	\$939.56
936	24	380	\$939.56
936	24	381	\$939.56
936	24	382	\$939.56
936	24	383	\$939.56
936	24	384	\$939.56
936	24	385	\$939.56
936	24	386	\$939.56
936	24	387	\$939.56
936	24	388	\$939.56
936	24	389	\$939.56
936	24	390	\$939.56
936	24	391	\$939.56

**Fullerton School District**  
**CFD No. 2001-1**  
**Special Tax Levy For Fiscal Year 2014/2015**

<b>Book</b>	<b>Page</b>	<b>Parcel</b>	<b>Special Tax</b>
936	24	392	\$939.56
936	24	393	\$939.56
936	24	394	\$939.56
936	24	395	\$939.56
936	24	396	\$939.56
936	24	397	\$939.56
936	24	398	\$939.56
936	24	403	\$939.56
936	24	404	\$939.56
936	24	405	\$939.56
936	24	406	\$939.56
936	24	407	\$939.56
936	24	408	\$939.56
936	24	409	\$939.56
936	24	410	\$939.56
936	24	411	\$939.56
936	24	412	\$939.56
936	24	413	\$939.56
936	24	414	\$939.56
936	24	415	\$939.56
936	24	416	\$939.56
936	24	417	\$939.56
936	24	418	\$939.56
936	24	419	\$939.56
936	24	420	\$939.56
936	24	421	\$939.56
936	24	422	\$939.56
936	24	423	\$939.56
936	24	424	\$939.56
936	24	425	\$939.56
936	24	426	\$939.56
936	24	427	\$939.56
936	24	428	\$939.56
936	24	429	\$939.56
936	24	430	\$939.56
936	24	431	\$939.56
936	24	432	\$939.56
936	24	433	\$939.56
936	24	434	\$939.56
936	24	435	\$939.56
936	24	436	\$939.56
936	24	437	\$939.56
936	24	438	\$939.56
936	24	439	\$939.56

**Fullerton School District  
CFD No. 2001-1  
Special Tax Levy For Fiscal Year 2014/2015**

<b>Book</b>	<b>Page</b>	<b>Parcel</b>	<b>Special Tax</b>
936	24	440	\$939.56
936	24	441	\$939.56
936	24	442	\$939.56
936	24	443	\$939.56
936	24	444	\$939.56
936	24	445	\$939.56
936	24	446	\$939.56
936	24	447	\$939.56
936	24	448	\$939.56
936	24	449	\$939.56
936	24	450	\$939.56
936	24	451	\$939.56
936	24	452	\$939.56
936	24	453	\$939.56
936	24	454	\$939.56
936	24	455	\$939.56
936	24	456	\$939.56
936	24	457	\$939.56
936	24	458	\$939.56
936	24	459	\$939.56
936	24	460	\$939.56
936	24	461	\$939.56
936	24	462	\$939.56
936	24	463	\$939.56
936	24	464	\$939.56
936	24	465	\$939.56
936	24	466	\$939.56
936	24	467	\$939.56
936	24	468	\$939.56
936	24	469	\$939.56
936	24	470	\$939.56
936	24	471	\$939.56
936	24	472	\$939.56
936	24	473	\$939.56
936	24	474	\$939.56
936	24	475	\$939.56
936	24	476	\$939.56
936	24	477	\$939.56
936	24	478	\$939.56
936	24	479	\$939.56
936	24	480	\$939.56
936	24	481	\$939.56
936	24	482	\$939.56
936	24	483	\$939.56

**Fullerton School District  
CFD No. 2001-1  
Special Tax Levy For Fiscal Year 2014/2015**

<b>Book</b>	<b>Page</b>	<b>Parcel</b>	<b>Special Tax</b>
936	24	484	\$939.56
936	24	485	\$939.56
936	24	486	\$939.56
936	24	487	\$939.56
936	24	488	\$939.56
936	24	489	\$939.56
936	24	490	\$939.56
936	24	491	\$939.56
936	24	492	\$939.56
936	24	493	\$939.56
936	24	494	\$939.56
936	24	495	\$939.56
936	24	496	\$939.56
936	24	497	\$939.56
936	24	498	\$939.56
936	24	499	\$939.56
936	24	500	\$939.56
936	24	501	\$939.56
936	24	502	\$939.56
936	24	503	\$939.56
936	24	504	\$939.56
936	24	505	\$939.56
936	24	506	\$939.56
936	24	507	\$939.56
936	24	508	\$939.56
936	24	509	\$939.56
936	24	510	\$939.56
936	24	511	\$939.56
936	24	512	\$939.56
936	24	513	\$939.56
936	24	514	\$939.56
936	24	515	\$939.56
936	24	516	\$939.56
936	24	517	\$939.56
936	24	518	\$939.56
936	24	519	\$939.56
936	24	520	\$939.56
936	24	521	\$939.56
936	24	522	\$939.56
936	24	523	\$939.56
936	24	524	\$939.56
936	24	525	\$939.56
936	24	526	\$939.56
936	24	527	\$939.56

**Fullerton School District  
CFD No. 2001-1  
Special Tax Levy For Fiscal Year 2014/2015**

<b>Book</b>	<b>Page</b>	<b>Parcel</b>	<b>Special Tax</b>
936	24	528	\$939.56
936	24	529	\$939.56
936	24	530	\$939.56
936	24	531	\$939.56
936	24	532	\$939.56
936	24	533	\$939.56
936	24	534	\$939.56
936	24	535	\$939.56
936	24	536	\$939.56
936	24	537	\$939.56
936	24	538	\$939.56
936	24	539	\$939.56
936	24	540	\$939.56
936	24	541	\$939.56
936	24	542	\$939.56
936	24	543	\$939.56
936	24	544	\$939.56
936	24	545	\$939.56
936	24	546	\$939.56
936	24	547	\$939.56
936	24	548	\$939.56
936	24	549	\$939.56
936	24	550	\$939.56
936	24	551	\$939.56
936	24	552	\$939.56

**Major Conclusions**

Total Number of Parcels	1,213
Number of Parcels Taxed	1,129
Total Special Tax Levy for Fiscal Year 2014/2015	\$1,690,750.36

FULLERTON SCHOOL DISTRICT  
District 22—Fullerton School District  
District 40—CFD No. 2000-1 (Van Daele)  
District 48—CFD No. 2001-1 (Amerige Heights)

BOARD AGENDA ITEM #2g

DISCUSSION/ACTION ITEM

**DATE:** July 29, 2014

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

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

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

**SUBJECT:** **ADOPT RESOLUTION #14/15-03 AUTHORIZING DESIGNATED DISTRICT PERSONNEL TO SIGN VARIOUS DOCUMENTS BY SIGNATURE TO BE KEPT ON FILE BY THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS FOR THE FULLERTON SCHOOL DISTRICT (DISTRICTS 22, 40, 48)**

Background: In accordance with Education Code section 42633, "The governing board of each school district shall be responsible for filing or causing to be filed with the county superintendent of schools the verified signature of each person, including members of the governing board, authorized to sign orders in its name. Except for districts determined to be fiscally accountable pursuant to Section 42650, no order on the funds of any school district shall be approved by the county superintendent of schools unless the signatures are on file in his office and he is satisfied that the signatures on the order are those of persons authorized to sign the order."

Resolution: The Orange County Superintendent of Schools requires that all designated personnel authorized to sign various documents as listed on the attached resolution be approved by the Board of Trustees.

Funding: Not applicable.

Recommendation: Adopt Resolution #14/15-03 authorizing designated District personnel to sign various documents by signature to be kept on file by the Orange County Superintendent of Schools for the Fullerton School District (Districts 22, 40, 48).

SH:SM:gs  
Attachment

**BOARD OF TRUSTEES  
FULLERTON SCHOOL DISTRICT  
Orange County, California**

**RESOLUTION #14/15-03  
DISTRICTS 22, 40, AND 48**

**RESOLUTION FOR THE AUTHORIZATION OF DESIGNATED DISTRICT PERSONNEL TO SIGN VARIOUS DOCUMENTS FOR THE FULLERTON SCHOOL DISTRICT**

**WHEREAS**, Education Code section 42631 provides that all payments from the funds of a school district shall be made by written order of the governing board of the school district; and

**WHEREAS**, Education Code section 42632 requires that each order drawn on the funds of a school district be signed by a majority of the members of the governing board of the district, or by a person or persons authorized by the governing board to sign the orders in its name; and

**WHEREAS**, Education Code section 42633 requires that the verified signature of each person, including members of the governing board, authorized to sign orders in the name of the governing board shall be filed with the County Superintendent of Schools;

**NOW, THEREFORE, BE IT RESOLVED, ORDERED, AND DECLARED** that the Board of Trustees of the Fullerton School District authorizes the following named persons to approve the District documents as so indicated with their respective signatures to be kept on file by the Orange County Superintendent of Schools, effective March 19, 2014, and that all previous authorizations for approval are rescinded:

Name/Signature	Federal, State, County Reports, Documents	Government Projects	Inter-district Agreements	Purchase Orders and/or Bid Documents	Contracts and Agreements	Leases	All Checking, and Savings Checks and Transfers	B Warrants and Checks, All FSD Accounts	Warrant Registers	Employee Notices and Status Changes
Robert Pletka, Ed.D., District Superintendent	X	X	X	X	X	X	X	X	X	X
Mark Douglas, Asst.Supt., Certificated Personnel	X	X	X		X					X
Susan Cross Hume, Asst.Supt., Business Services	X	X	X	X	X	X	X	X	X	X
Janet Morey, Asst.Supt., Curriculum & Instruction	X	X	X		X		X	X	X	
Chanjira Luu, Director, Classified Personnel										X
Kenyatta Turner, Director, Nutrition Services				X	X		X	X	X	
Robert Macauley, Director, M&O/Facilities				X						
Steve Miller, Director, Business Services	X			X			X	X	X	
Melissa Greenwood, Supervisor, Business Services							X	X	X	
Ron Mullins, Supervisor, Purchasing & Stores				X			X	X		
Tracey Zoleta, Supervisor, Nutrition Services				X	X		X	X	X	
Rachel Grantham, Financial Analyst							X	X		



**BE IT FURTHER RESOLVED** that when the authorization is exercised, the claims and orders have been ordered paid by said Board of Trustees, and have been processed pursuant to the provisions of Education Code sections 42630-34.

Passed and adopted by the Board of Trustees of the Fullerton School District on July 29, 2014, by the following voice vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

STATE OF CALIFORNIA    )  
  ) ss.  
COUNTY OF ORANGE    )

I, Lynn Thornley, Clerk of the Board of Trustees of the Fullerton School District of Orange County, California, hereby certify that the above resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 29<sup>th</sup> day of July 2014, and I have hereunto set my hand and seal this 29<sup>th</sup> day of July 2014.

\_\_\_\_\_  
Lynn Thornley, Clerk of the Board of Trustees

FULLERTON SCHOOL DISTRICT  
District 22—Fullerton School District  
District 40—CFD No. 2000-1 (Van Daele)  
District 48—CFD No. 2001-1 (Amerige Heights)

BOARD AGENDA ITEM #2h

DISCUSSION/ACTION ITEM

**DATE:** July 29, 2014

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

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

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

**SUBJECT:** **ADOPT RESOLUTION #14/15-04 AUTHORIZING THE ELECTRONIC APPROVAL OF VENDOR CLAIMS/ORDERS FOR THE FULLERTON SCHOOL DISTRICT (DISTRICTS 22, 40, 48)**

Background: In order to continue to conduct the business of the District, it becomes necessary from time to time to update the list of persons authorized to approve vendor payments electronically.

In accordance with Education Code Section 42633, "The governing board of each school district shall be responsible for filing or causing to be filed with the county superintendent of schools the verified signature of each person, including members of the governing board, authorized to sign orders in its name. Except for districts determined to be fiscally accountable pursuant to Section 42650, no order on the funds of any school district shall be approved by the county superintendent of schools unless the signatures are on file in his office and he is satisfied that the signatures on the order are those of persons authorized to sign the order."

Rationale: The Orange County Superintendent of Schools requires that all designated personnel authorized to sign various documents as listed on the attached Resolution be approved by the Board of Trustees.

Funding: Not applicable.

Recommendation: Adopt Resolution #14/15-04 authorizing the electronic approval of vendor claims/orders for the Fullerton School District (Districts 22, 40, 48).

SH:SM:gs  
Attachment

**BOARD OF TRUSTEES  
FULLERTON SCHOOL DISTRICT  
Orange County, California**

**RESOLUTION #14/15-04  
FULLERTON SCHOOL DISTRICT  
DISTRICTS 22, 40, AND 48**

**RESOLUTION FOR THE AUTHORIZATION OF ELECTRONIC APPROVAL OF VENDOR  
CLAIMS/ORDERS FOR THE FULLERTON SCHOOL DISTRICT**

**WHEREAS**, Education Code section 42631 authorizes processing warrants through an on-line data processing system; and

**WHEREAS**, Education Code section 42632 requires that each order drawn on the funds of a school district be signed by a majority of the members of the governing board of the district, or by a person or persons authorized by the governing board to sign the orders in its name; and

**WHEREAS**, Education Code section 42633 requires that the verified signature of each person, including members of the governing board, authorized to sign orders in the name of the governing board shall be filed with the County Superintendent of Schools;

**NOW, THEREFORE, BE IT RESOLVED, ORDERED, AND DECLARED** that the Board of Trustees of the Fullerton School District authorizes the following named persons to approve vendor payments electronically, effective July 29, 2014, and that all previous authorizations for approval are rescinded:

TYPED NAME

SIGNATURE

Steve Miller, Director, Business Services

\_\_\_\_\_

Melissa Greenwood, Supervisor, Business Services

\_\_\_\_\_

Rachel Grantham, Financial Analyst

\_\_\_\_\_

Ron Mullins, Supervisor, Purchasing & Stores

\_\_\_\_\_

**BE IT FURTHER RESOLVED** that when the authorization is exercised, the claims and orders have been ordered paid by said Board of Trustees, and have been processed pursuant to the provisions of Education Code sections 42630-34.

Passed and adopted by the Board of Trustees of the Fullerton School District on July 29, 2014, by the following voice vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
Signature  
President, Board of Trustees  
Fullerton School District



DISCUSSION/ACTION ITEM

**DATE:** July 29, 2014

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

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

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

**SUBJECT:** **APPROVE RESOLUTION #14/15-05 AUTHORIZING THE ISSUANCE OF THE FULLERTON SCHOOL DISTRICT (ORANGE COUNTY, CALIFORNIA) 2014 GENERAL OBLIGATION REFUNDING BONDS**

Background: An Election was held in the Fullerton School District (the "District") on March 5, 2002, for the issuance and sale of general obligation bonds of the District for various purposes in the maximum principal amount of \$49,700,000 (the "2002 Authorization"). The District has previously caused the issuance of general obligation bonds under the 2002 Authorization, including \$9,699,542.05 original principal amount of its General Obligation Bonds, 2002 Election, Series B (the "Prior Bonds").

The District now desires to refinance all or a portion of the outstanding Prior Bonds (so refunded, the "Refunded Bonds") through the issuance of general obligation refunding bonds (the "Refunding Bonds") in an aggregate principal amount of not-to-exceed \$7,500,000. All benefits from the refunding will be delivered to the property owners in the District. The final maturity of the Refunding Bonds will not be later than the final maturity date of the Refunded Bonds.

- (a) Resolution. This Resolution authorizes the issuance of the Refunding Bonds, in one or more series of federally taxable or federally tax-exempt bonds, specifies the basic terms, parameters and forms of the Refunding Bonds, and approves the form of Purchase Contract, Continuing Disclosure Certificate, Escrow Agreement and Preliminary Official Statement described below. In particular, Section 1 of the Resolution establishes the maximum aggregate principal amount of the Refunding Bonds to be issued (\$7,500,000). Section 4 of the Resolution states the maximum underwriting discount (0.5%) with respect to the Refunding Bonds, and authorizes the Refunding Bonds to be sold at a negotiated sale to an underwriter (the "Underwriter") to be determined and selected in consultation with the District's financial advisor, Piper Jaffray & Co. The Resolution authorizes the issuance of current interest bonds only.
- (b) Form of Purchase Contract. Pursuant to the Purchase Contract, the Underwriter will agree to buy the Refunding Bonds from the District. All of the conditions of closing the transaction are set forth in this document, including the documentation to be provided at the closing by various parties. Upon the pricing of the Refunding Bonds, the final execution copy of the Purchase Contract will be prepared following this form.
- (c) Form of Preliminary Official Statement. The Preliminary Official Statement ("POS") is the offering document describing the Refunding Bonds which may be distributed to prospective purchasers of the Refunding Bonds. The POS discloses information with respect to, among other things, (i) the

proposed uses of proceeds of the Refunding Bonds, (ii) the terms of the Refunding Bonds (interest rate, transfer terms, etc.), (iii) the bond insurance policy for the Refunding Bonds, if any, (iv) the security for repayment of the Refunding Bonds (the tax levy), (v) information with respect to the District's tax base (upon which such *ad valorem* property taxes may be levied), (vi) District financial and operating data, (vii) continuing disclosure with respect to the Refunding Bonds and the District, and (viii) absence of litigation and other miscellaneous matters expected to be of interest to prospective purchasers of the Refunding Bonds. Following the pricing of the Refunding Bonds, a final Official Statement for the Refunding Bonds will be prepared, substantially in the form of the POS.

- (d) Form of the Continuing Disclosure Certificate. The form of the Continuing Disclosure Certificate can be found in Appendix C to the POS. All underwriters of municipal bonds, are obligated to procure from the issuer or obligor of such bonds a covenant that such public agency will annually file "material financial information and operating data" and file notices of certain specified events through the web-based Electronic Municipal Market Access ("EMMA") system maintained by the Municipal Securities Rulemaking Board (which is the agency that regulates "broker-dealers," including investment bank firms that underwrite municipal bond issues). This requirement is expected to be satisfied by the filing of the District's audited financial statements and other operating information about the District, in the same manner the District has filed in connection with prior bond issuances. The purpose of the law is to provide secondary market investors in municipal bonds with current information regarding such bonds and the entities repaying them.
- (e) Escrow Agreement. Pursuant to the Escrow Agreement, proceeds from the sale of the Refunding Bonds in an amount sufficient to redeem the Refunded Bonds will be deposited in an escrow fund (the "Escrow Fund") held by U.S. Bank National Association (acting as "Escrow Agent"). The monies in the Escrow Fund will be used by the Escrow Agent to refund the Refunded Bonds on the first optional redemption date thereof following the issuance of the Refunding Bonds. As a result of the deposit and application of funds so provided in the Escrow Agreement, the Refunded Bonds will be defeased and the obligation of Orange County to levy *ad valorem* property taxes for payment of the Refunded Bonds will cease, being replaced by an obligation to levy such taxes for payment of the Refunding Bonds.

Rationale: Staff recommends approval of Resolution #14/15-05 authorizing the issuance of the Fullerton School District (Orange County, California) 2014 General Obligation Refunding Bonds.

Funding: There is no fiscal impact to the General Fund resulting from the issuance of the Refunding Bonds.

Recommendation: Approve Resolution #14/15-05 authorizing the issuance of the Fullerton School District (Orange County, California) 2014 General Obligation Refunding Bonds.

SH:RG:gs  
Attachment

FULLERTON SCHOOL DISTRICT

RESOLUTION NO. 14/15-05

RESOLUTION AUTHORIZING THE ISSUANCE OF THE FULLERTON SCHOOL DISTRICT (ORANGE COUNTY, CALIFORNIA) 2014 GENERAL OBLIGATION REFUNDING BONDS

WHEREAS, a duly called election was held in the Fullerton School District, Orange County, State of California (hereinafter referred to as the "District"), on March 5, 2002 (the "Authorization") and thereafter canvassed pursuant to law;

WHEREAS, at such election there was submitted to and approved by a vote of more than 55% of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum amount of \$49,700,000, payable from the levy of an *ad valorem* tax against the taxable property in the District;

WHEREAS, pursuant to the Authorization, on August 23, 2005 the District issued \$9,699,542.05 of Fullerton School District (Orange County, California) General Obligation Bonds, 2002 Election, Series B (the "Prior Bonds");

WHEREAS, pursuant to Section 53550 *et seq.* of the California Government Code, the District is authorized to issue general obligation refunding bonds (the "Refunding Bonds") to refund all or a portion of the remaining outstanding Prior Bonds (the "Refunded Bonds");

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation refunding bonds of the District, and the indebtedness of the District, including this proposed issue of Refunding Bonds, is within all limits prescribed by law; and

WHEREAS, this Board desires to appoint certain professionals to provide services related to the issuance of the Refunding Bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE FULLERTON SCHOOL DISTRICT, ORANGE COUNTY, CALIFORNIA, AS FOLLOWS:

SECTION 1. Purpose. To refund all or a portion of the outstanding principal amount of the Prior Bonds and to pay all necessary legal, financial, and contingent costs in connection therewith, the District hereby authorizes the issuance of the Refunding Bonds, to be styled as the "Fullerton School District (Orange County, California) 2014 General Obligation Refunding Bonds," (or such other name as set forth in the Purchase Contract, as defined herein) and in an aggregate principal amount not-to-exceed \$7,500,000, in one or more series, and with appropriate series designations if more than one series is issued. Additional costs authorized to be paid from the proceeds of the Refunding Bonds are all of the authorized costs of issuance set forth in Section 53550(e) and (f) and Section 53587 of the Government Code.

SECTION 2. Paying Agent. The Board does hereby appoint the Paying Agent (as defined herein) to act as the authenticating agent, bond registrar, transfer agent and paying agent for the Refunding Bonds on behalf of the District. The District acknowledges that the ongoing expenses and fees

of the Paying Agent (in accordance with California Education Code Section 15232) and all other fees and costs incurred in connection with the Refunding Bonds will be paid by the District.

SECTION 3. Terms and Conditions of Sale. To best access the capital markets, the Refunding Bonds shall be sold at one or more negotiated sales upon the direction of the Superintendent of the District (the “Superintendent”) or the Assistant Superintendent, Business Services of the District (the “Assistant Superintendent”). The Refunding Bonds shall be sold pursuant to the terms and conditions set forth in the Purchase Contract, as described below.

SECTION 4. Approval of Purchase Contract. The form of Bond Purchase Contract (the “Purchase Contract”) by and between the District and the underwriter to be named therein (the “Underwriter”), for the purchase and sale of the Refunding Bonds, substantially in the form on file with the Secretary of the Board, is hereby approved and the Superintendent, the Assistant Superintendent and such other officer or employee of the District as the Superintendent or Assistant Superintendent may designate (collectively, the “Authorized Officers”), each alone, is hereby authorized to execute and deliver the Purchase Contract, but with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the maximum all-inclusive interest rates of the Refunding Bonds shall not exceed the maximum rate permitted by law, and the Underwriter’s discount, excluding original issue discount thereon shall not exceed 0.5% of the aggregate principal amount of the Refunding Bonds issued. The Authorized Officers, each alone, are further authorized to determine the principal amount of the Refunding Bonds to be specified in the Purchase Contract for sale by the District up to \$7,500,000, to select, in consultation with the District’s Financial Advisor, the Underwriter, and to enter into and execute the Purchase Contract with the Underwriter, if the conditions set forth in this Resolution are satisfied.

SECTION 5. Certain Definitions. As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Purchase Contract):

(a) “Authorization” means the authorization received by the District to issue the Prior Bonds at an election held on March 5, 2002.

(b) “Act” means Sections 53550 *et seq.* of the California Government Code.

(c) “Bond Insurer” means any insurance company which issues a municipal bond insurance policy insuring the payment of principal of and interest on the Refunding Bonds.

(d) “Bond Payment Date” means (unless otherwise provided by the Purchase Contract) February 1 and August 1 of each year commencing February 1, 2015 with respect to the interest on the Refunding Bonds and August 1 of each year commencing February 1, 2015 with respect to the principal payments on the Refunding Bonds.

(e) “Bond Register” means the records maintained by the Paying Agent for the registry of ownership of the Refunding Bonds.

(f) “Code” means the Internal Revenue Code of 1986, as the same may be amended from time to time. Reference to a particular section of the Code shall be deemed to be a reference to any successor to any such section.

(g) “County” means Orange County, California.



(h) “Depository” means the securities depository acting as Depository pursuant to Section 6(c) hereof.

(i) “DTC” means The Depository Trust Company, New York, New York, 55 Water Street, New York, New York 10041, Tel: (212) 855-1000 or Fax: (212) 855-7320, a limited purpose trust company organized under the laws of the State of New York, in its capacity as Depository for the Refunding Bonds.

(j) “Escrow Agent” means U.S. Bank National Association, or any other successor thereto, in its capacity as escrow agent for the Refunded Bonds.

(k) “Escrow Agreement” means the Escrow Agreement relating to the Refunded Bonds, by and between the District and the Escrow Agent.

(l) “Federal Securities” means securities as permitted, in accordance with the respective resolutions of the Board of Supervisors of the County or the Board of Trustees of the District pursuant to which the Prior Bonds were issued, to be deposited for the purpose of defeasing the Prior Bonds.

(m) “Financial Advisor” means Piper Jaffray & Co., appointed as financial advisor with respect to the issuance of the Refunding Bonds pursuant to Section 19(e) hereof.

(n) “Information Services” means Financial Information, Inc.’s “Financial Daily Called Bond Service; Standard & Poor’s J.J. Kenny Information Services’ Called Bond Service; or Mergent Inc.’s Called Bond Department.

(o) “Nominee” means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 6(c) hereof.

(p) “Outstanding” means, when used with reference to the Refunding Bonds, as of any date, Bonds theretofore issued or thereupon being issued under this resolution except:

(i) Refunding Bonds canceled at or prior to such date;

(ii) Refunding Bonds in lieu of or in substitution for which other Refunding Bonds shall have been delivered pursuant to Section 8 hereof; or

(iii) Refunding Bonds for the payment or redemption of which funds or Government Obligations in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Refunding Bonds), in accordance with Section 19 of this Resolution.

(q) “Owners” or “Registered Owner” means the registered owner of a Bond as set forth on the registration books maintained by the Paying Agent pursuant to Section 6 hereof.

(r) “Participants” means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(s) “Paying Agent” means U.S. Bank National Association, or such other financial institution named in the Purchase Contract and appointed to act as authenticating agent, bond registrar, transfer agent and paying agent for the Refunding Bonds, or any successor thereto.

(t) “Record Date” means the close of business on the fifteenth day of the month preceding each Bond Payment Date.

(u) “Securities Depository” means The Depository Trust Company, 55 Water Street, New York, New York 10041, Tel: (212) 855-1000 or Fax: (212) 855-7320 with Cede & Co. as its nominee.

(v) “Term Bonds” means those Refunding Bonds for which mandatory redemption dates have been established in the Purchase Contract.

#### SECTION 6. Terms of the Refunding Bonds.

(a) Denomination, Interest, Dated Dates. The Refunding Bonds shall be issued as bonds registered as to both principal and interest, in the denominations of \$5,000 or any integral multiple thereof. The Refunding Bonds will be initially registered to “Cede & Co.,” the nominee of the DTC.

Each Refunding Bond shall be dated the date of delivery of the Refunding Bonds or such other date as shall appear in the Purchase Contract or the Official Statement (the “Date of Delivery”), and shall bear interest at the rates set forth in the Purchase Contract from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from the Date of Delivery. Interest with respect to the Refunding Bonds shall be payable on the respective Bond Payment Dates and shall be computed on the basis of a 360-day year of twelve 30-day months.

No Refunding Bond of any series shall mature later than the final maturity date of the Refunded Bonds to be refunded from proceeds of such Refunding Bonds.

#### (b) Redemption.

(i) Optional Redemption. The Refunding Bonds shall be subject to optional redemption prior to maturity as provided in the Purchase Contract or the Official Statement.

(ii) Mandatory Redemption. Any Refunding Bonds issued as Term Bonds shall be subject to mandatory sinking fund redemption as provided in the Purchase Contract or the Official Statement.

In the event that a portion of any Term Bond is optionally redeemed pursuant to Section 6(b)(i) hereof, the remaining sinking fund payments shall be reduced proportionately, in integral multiples of \$5,000, in respect to the portion of such Term Bond optionally redeemed.

(iii) Selection of Refunding Bonds for Redemption. Whenever provision is made in this Resolution for the redemption of Refunding Bonds and less than all outstanding Refunding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Refunding Bonds for redemption as so directed and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent shall select Refunding Bonds for redemption by lot; provided, however, the Purchase Contract may provide that, within a maturity, Refunding Bonds shall be selected for redemption on a “Pro Rata Pass-Through Distribution of Principal” basis in accordance with DTC procedures, provided further that, such pro-rata redemption is made in accordance with the operational arrangements of DTC then in effect.

Redemption by lot shall be in such manner as the Paying Agent shall determine; provided however, that the portion of any Refunding Bond to be redeemed in part shall be in the principal amount of \$5,000 or any integral multiple thereof.

(iv) Notice of Redemption. When redemption is authorized or required pursuant to Section 6(b)(i) hereof, the Paying Agent, upon written instruction from the District, shall give notice (a "Redemption Notice") of the redemption of the Refunding Bonds. Such Redemption Notice shall specify: the Refunding Bonds or designated portions thereof (in the case of redemption of the Refunding Bonds in part but not in whole) which are to be redeemed; the date of redemption; the place or places where the redemption will be made, including the name and address of the Paying Agent; the redemption price; the CUSIP numbers (if any) assigned to the Refunding Bonds to be redeemed, the Refunding Bond numbers of the Refunding Bonds to be redeemed in whole or in part and, in the case of any Refunding Bond to be redeemed in part only, the principal amount of such Refunding Bond to be redeemed; and the original issue date, interest rate and stated maturity date of each Refunding Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Refunding Bond or portion thereof being redeemed at the redemption price thereof, together with the interest accrued to the redemption date thereon, and that from and after such date, interest with respect thereto shall cease to accrue.

The Paying Agent shall take the following actions with respect to such Redemption Notice:

(A) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Refunding Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the Bond Register.

(B) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service to the Securities Depository.

(C) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service to one of the Information Services.

A certificate of the Paying Agent or the District that a notice of redemption has been given as provided herein shall be conclusive as against all parties. Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Refunding Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Refunding Bonds shall bear or include the CUSIP number identifying, by issue and maturity, the Refunding Bonds being redeemed with the proceeds of such check or other transfer. Such redemption notices may state that no representation is made as to the accuracy or correctness of the CUSIP numbers printed therein or on the Refunding Bonds.

With respect to any notice of optional redemption of Refunding Bonds (or portions thereof) pursuant to Section 6(b)(i) hereof, unless upon the giving of such notice such Refunding Bonds (or portions thereof) shall be deemed to have been defeased pursuant to Section 19 hereof, such notice shall state that such redemption shall be conditional upon the receipt by the Paying Agent (or an independent escrow agent selected by the District) on or prior to the date fixed for

such redemption of the moneys necessary and sufficient to pay the principal of, and premium, if any, and interest on, such Refunding Bonds (or portions thereof) to be redeemed, and that if such moneys shall not have been so received said notice shall be of no force and effect, no portion of the Refunding Bonds shall be subject to redemption on such date and such Refunding Bonds (or portions thereof) shall not be required to be redeemed on such date. In the event that such notice of redemption contains such a condition and such moneys are not so received, the redemption shall not be made and the Paying Agent shall within a reasonable time thereafter give notice, to the persons to whom and in the manner in which the notice of redemption was given, that such moneys were not so received. In addition, the District shall have the right to rescind any notice of redemption, by written notice to the Paying Agent on or prior to the date fixed for redemption. The Paying Agent shall distribute notice of rescission of such notice in the same manner that the notice was originally provided.

(v) Partial Redemption of Refunding Bonds. Upon the surrender of any Refunding Bond redeemed in part only, the Paying Agent shall authenticate and deliver to the Owner thereof a new Refunding Bond or Refunding Bonds of like tenor and maturity and of authorized denominations equal in Transfer Amounts to the unredeemed portion of the Refunding Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(vi) Effect of Notice of Redemption. Notice having been given as aforesaid, and the moneys for the redemption (including the interest accrued to the applicable date of redemption) having been set aside as provided in Section 19 hereof, the Refunding Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Refunding Bonds to be redeemed as provided in Section 6(b)(i) hereof, together with interest accrued to such redemption date, shall be held by the Paying Agent (or an independent escrow agent selected by the District), as provided in Section 19 hereof, so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Refunding Bonds to be redeemed shall cease to accrue and become payable. All money held by or on behalf of the Paying Agent (or an independent escrow agent selected by the District) for the redemption of Refunding Bonds shall be held in trust for the account of the Owners of the Refunding Bonds so to be redeemed.

All Refunding Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 6 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Refunding Bond purchased by the District shall be cancelled by the Paying Agent.

(vii) Refunding Bonds No Longer Outstanding. When any Refunding Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held by the Paying Agent irrevocably in trust for the payment of the redemption price of such Refunding Bonds or portions thereof, and, accrued interest with respect thereto to the date fixed for redemption, all as provided in this Resolution, then such Refunding Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation.

(c) Book-Entry System.

(i) Election of Book-Entry System. The Refunding Bonds shall initially be delivered in the form of a separate single fully-registered bond (which may be typewritten) for each maturity date of such Refunding Bonds in an authorized denomination. The ownership of each such Bond shall be registered in the Bond Register (as defined below) maintained by the Paying Agent in the name of the Nominee, as nominee of the Depository and ownership of the Refunding Bonds, or any portion thereof may not thereafter be transferred except as provided in Section 6(c)(i)(4).

The District and the Paying Agent shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such the Refunding Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent shall have no responsibility or obligation with respect to: (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in the Refunding Bonds; (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Bond Register, of any notice with respect to the Refunding Bonds, including any notice of redemption; (iii) the selection by the Depository and its Participants of the beneficial interests in the Refunding Bonds to be prepaid in the event the District redeems the Refunding Bonds in part; (iv) or the payment by the Depository or any Participant or any other person, of any amount with respect to principal, premium, if any, or interest on the Refunding Bonds. The District and the Paying Agent may treat and consider the person in whose name each the Refunding Bond is registered in the Bond Register as the absolute owner (the “Registered Owner” or “Owner”) of such the Refunding Bond for the purpose of payment of principal of and premium and interest on and to such Refunding Bond, for the purpose of giving notices of redemption and other matters with respect to such Refunding Bond, for the purpose of registering transfers with respect to such Refunding Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Refunding Bonds only to or upon the order of the respective Owner, as shown in the Bond Register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District’s obligations with respect to payment of principal of, and premium, if any, and interest on the Refunding Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of principal of, and premium, if any, and interest on the Refunding Bonds. Upon delivery by the Depository to the Owner and the Paying Agent, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word “Nominee” in this Resolution shall refer to such nominee of the Depository.

(1) Delivery of Letter of Representations. In order to qualify the Refunding Bonds for the Depository’s book-entry system, the District and the Paying Agent shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District or the Paying Agent any obligation whatsoever with respect to persons having interests in the Refunding Bonds other than the Owners, as shown on the Bond Register. By executing a Letter of Representations, the Paying Agent shall agree to take all action necessary at all times so that the District will be in compliance with all representations of the District in such Letter of Representations. In addition to the execution and delivery of a Letter of Representations, the District and the Paying Agent shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify the Refunding Bonds for the Depository’s book-entry program.

(2) Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for the Refunding Bonds, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the beneficial owners of the Refunding Bonds or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered bond for each maturity date of such the Refunding Bond, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (4) hereof. If the District fails to identify another qualified securities depository to replace the Depository, then the Refunding Bonds shall no longer be restricted to being registered in such Bond Register in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Refunding Bonds shall designate, in accordance with the provisions of this Section 6(c).

(3) Payments to Depository. Notwithstanding any other provision of this Resolution to the contrary, so long as all outstanding Refunding Bonds are held in book-entry and registered in the name of the Nominee, all payments by the District or Paying Agent with respect to principal of and premium, if any, or interest on the Refunding Bonds and all notices with respect to such Refunding Bonds shall be made and given, respectively to the Nominee, as provided in the Letter of Representations or as otherwise instructed by the Depository and agreed to by the Paying Agent notwithstanding any inconsistent provisions herein.

(4) Transfer of Refunding Bonds to Substitute Depository.

(A) The Refunding Bonds shall be initially issued as described in the Official Statement. Registered ownership of such Refunding Bonds, or any portions thereof, may not thereafter be transferred except:

(1) to any successor of DTC or its Nominee, or of any substitute depository designated pursuant to Section 6(c)(i)(4)(A)(2) (“Substitute Depository”); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) to any Substitute Depository, upon (a) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (b) a determination by the District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) to any person as provided below, upon (a) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (b) a determination by the District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(B) In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(1) or (2), upon receipt of all outstanding Refunding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent designating the Substitute Depository, a single new Refunding Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Refunding Bonds then outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(3), upon receipt

of all outstanding Refunding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, new Refunding Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Paying Agent shall not be required to deliver such new Refunding Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

(C) In the case of a partial redemption of any Refunding Bonds evidencing a portion of the principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Refunding Bonds indicating the date and amounts of such reduction in principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository's failure to make such notations or errors in making such notations.

(D) The District and the Paying Agent shall be entitled to treat the person in whose name any Refunding Bond is registered as the Owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District; and the District and the Paying Agent shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Refunding Bonds. Neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to any such beneficial owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Refunding Bonds, and the Paying Agent may rely conclusively on its records as to the identity of the Owners of the Refunding Bonds.

**SECTION 7. Execution of Refunding Bonds.** The Refunding Bonds shall be signed by the President of the Board of Trustees of the District, or a designee thereof, by his or her manual or facsimile signature and countersigned by the manual or facsimile signature of the Clerk of the Board or Secretary to the Board, or a designee thereof, all in their official capacities. No Refunding Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Refunding Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Refunding Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution. There shall be attached to each Refunding Bond the legal opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, and, immediately preceding such legal opinion, a certificate executed with the facsimile signature of the Secretary to the Board of Trustees, said certificate to be in substantially the following form:

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

\_\_\_\_\_  
(Facsimile Signature)  
Secretary to the Board of Trustees

**SECTION 8. Paying Agent; Transfer and Exchange.** So long as any of the Refunding Bonds remain outstanding, the District will cause the Paying Agent to maintain and keep at its designated office all books and records necessary for the registration, exchange and transfer of the Refunding Bonds as provided in this Section. Subject to the provisions of Section 9 below, the person in whose name a Refunding Bond is registered on the Bond Register shall be regarded as the absolute Owner of that

Refunding Bond for all purposes of this Resolution. Payment of or on account of the principal or premium, if any, of and interest on any Refunding Bond shall be made only to or upon the order of that person; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Refunding Bonds, including interest, to the extent of the amount or amounts so paid.

Any Refunding Bond may be exchanged for Refunding Bonds of like tenor, maturity and transfer amount upon presentation and surrender at the designated office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Refunding Bond may be transferred on the Bond Register only upon presentation and surrender of the Refunding Bond at the designated office of the Paying Agent together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Refunding Bond or Refunding Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the transfer amount of the Refunding Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the District are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Refunding Bonds only after the new Refunding Bonds are signed by the authorized officers of the District. In all cases of exchanged or transferred Refunding Bonds, the District shall sign and the Paying Agent shall authenticate and deliver Refunding Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Refunding Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Refunding Bonds surrendered upon that exchange or transfer.

Any Refunding Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement or transfer shall be cancelled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Refunding Bonds that the District may have acquired in any manner whatsoever, and those Refunding Bonds shall be promptly cancelled by the Paying Agent. Written reports of the surrender and cancellation of Refunding Bonds shall be made to the District by the Paying Agent as requested by the District. The cancelled Refunding Bonds shall be retained for three years, then returned to the District or destroyed by the Paying Agent as directed by the District.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any Refunding Bonds during a period beginning with the opening of business on the 16th business day next preceding either any Bond Payment Date or any date of selection of Refunding Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable notice of redemption is given or (b) to transfer any Refunding Bonds which have been selected or called for redemption in whole or in part.

**SECTION 9. Payment.** Payment of interest on any Refunding Bond on any Bond Payment Date shall be made to the person appearing on the registration books of the Paying Agent as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by check mailed to such Owner on the Bond Payment Date at his address as it appears on such registration books or at such other address as he may have filed with the Paying Agent for that purpose on or before the Record Date. The Owner in an aggregate principal of \$1,000,000 or more may request in writing to the Paying Agent that such Owner be paid interest by wire transfer to the bank and account number on



file with the Paying Agent as of the Record Date. The principal, and redemption price, if any, shall be payable upon maturity or redemption upon surrender at the designated office of the Paying Agent. The interest, principal and premiums, if any, on the Refunding Bonds shall be payable in lawful money of the United States of America. The Paying Agent is hereby authorized to pay the Refunding Bonds when duly presented for payment at maturity, and to cancel all Refunding Bonds upon payment thereof. The Refunding Bonds are general obligations of the District, payable without limit as to rate or amount solely from the levy of *ad valorem* property taxes upon all property subject to taxation within the District.

SECTION 10. Form of Refunding Bonds. The Refunding Bonds shall be in substantially the following form, allowing those officials executing the Refunding Bonds to make the insertions and deletions necessary to conform the Refunding Bonds to this Resolution, the Purchase Contract and the Official Statement:

[REMAINDER OF PAGE LEFT BLANK]

(Form of Refunding Bond)

REGISTERED  
NO.

REGISTERED  
\$

FULLERTON SCHOOL DISTRICT  
(ORANGE COUNTY, CALIFORNIA)  
2014 GENERAL OBLIGATION REFUNDING BOND

INTEREST RATE:                      MATURITY DATE:                      DATED AS OF:                      CUSIP  
\_\_\_\_% per annum                      August 1, \_\_\_\_                      \_\_\_\_\_, 2014                      \_\_\_\_\_

REGISTERED OWNER:                      CEDE & CO.

PRINCIPAL AMOUNT:

The Fullerton School District (the "District") in Orange County (the "County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing February 1, 2015. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before January 15, 2015, in which event it shall bear interest from the Date of Delivery. Interest on this bond shall be computed on the basis of a 360-day year of twelve 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the Register maintained by the Paying Agent, initially the U.S. Bank National Association. Principal is payable upon presentation and surrender of this bond at the designated office of the Paying Agent. Interest is payable by check mailed by the Paying Agent on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the Register at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the "Record Date"). The Owner of Refunding Bonds in the aggregate Principal Amount of \$1,000,000 or more may request in writing to the Paying Agent that the Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date.

This bond is one of an authorization of bonds issued by the District pursuant to Government Code Section 53550 *et seq.* (the "Act") for the purpose of refunding certain of its outstanding bonds of the District's \$9,699,542.05 General Obligation Bonds, 2002 Election, Series B, and to pay all necessary legal, financial, and contingent costs in connection therewith. The bonds are being issued under authority of and pursuant to the Act, the laws of the State of California, and the resolution of the Board of Trustees of the District adopted on July 29, 2014 (the "Bond Resolution"). This bond and the issue of which this bond is one are general obligation bonds of the District payable as to both principal and interest solely from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

The bonds of this issue comprise \$\_\_\_\_\_ principal amount of Current Interest Bonds, of which this bond is a part (each a “Refunding Bond”).

This bond is exchangeable and transferable for bonds of like tenor, maturity and principal amount and in authorized denominations at the designated office of the Paying Agent by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute Owner of this bond for the purpose of receiving payment of or on account of Principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any bond during a period beginning with the opening of business on the 16th business day next preceding either any Bond Payment Date or any date of selection of bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any bond which has been selected or called for redemption in whole or in part.

The Refunding Bonds maturing on or before August 1, 20\_\_ are not subject to redemption prior to their fixed maturity dates. The Refunding Bonds maturing on or after August 1, 20\_\_ are subject to redemption on or after August 1, 20\_\_ or on any date thereafter at the option of the District as a whole or in part at a redemption price equal to the principal amount of the Refunding Bonds called for redemption, plus interest accrued thereon to the date fixed for redemption, without premium.

The Refunding Bonds maturing on August 1, 20\_\_ are subject to mandatory sinking fund redemption from moneys in the Debt Service Fund on August 1 of each year on and after August 1, 20\_\_, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amounts represented by such Refunding Bonds to be so redeemed and the dates therefore and the final payment date is as indicated in the following table:

<u>Redemption Dates</u>	<u>Principal Amounts</u>
TOTAL	\$

The principal amount to be redeemed in each year shown above will be reduced proportionately or as otherwise directed by the District, in integral multiples of \$5,000, by any portion of the Refunding Term Bond optionally redeemed prior to the mandatory sinking fund redemption date.

If less than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot by the District in such manner as the District in its discretion may determine; provided, however, that the portion of any bond to be redeemed shall be in the Principal amount of \$5,000 or some multiple thereof. If less than all of the bonds stated to mature on different dates shall be called for redemption, the particular bonds or portions thereof to be redeemed shall be called in any order of maturity selected by the District or, if not so selected, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay Principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.



ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): \_\_\_\_\_ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: \_\_\_\_\_

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

By: \_\_\_\_\_ (Facsimile Signature)  
Secretary to Board of Trustees

(Form of Legal Opinion)

SECTION 11. Delivery of Refunding Bonds. The proper officials of the District shall cause the Refunding Bonds to be prepared and, following their sale, shall have the Refunding Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Refunding Bonds, to the Underwriter upon payment of the purchase price therefor.

SECTION 12. Deposit of Proceeds of Refunding Bonds; Escrow Agreement. An amount of the proceeds from the sale of the Refunding Bonds necessary to purchase Federal Securities, or to otherwise refund the Refunded Bonds, shall be transferred to the Escrow Agent for deposit in the escrow fund (the "Escrow Fund") established under the Escrow Agreement, which amount, together with an amount or amounts of cash held uninvested therein, shall be sufficient to refund the Refunded Bonds all as set forth in a certificate of an Authorized Officer. Proceeds received from the sale of the Refunding Bonds desired to pay all or a portion of the costs of issuing the Refunding Bonds may be deposited in the fund of the District held by a fiscal agent selected thereby and known as the "Fullerton School District 2014 General Obligation Refunding Bonds Cost of Issuance Fund" (the "Cost of Issuance Fund") and shall be kept separate and distinct from all other District funds, and those proceeds shall be used solely for the purpose of paying costs of issuance of the Refunding Bonds.

Any accrued interest received by the District from the sale of the Refunding Bonds shall be kept separate and apart in the fund hereby created and established and to be designated as the "Fullerton School District 2014 General Obligation Refunding Bonds Debt Service Fund" (the "Debt Service Fund") for the Refunding Bonds and used only for payments of Principal of and interest on the Refunding Bonds. The Debt Service Fund shall be held by the County. Money on deposit in the debt service fund established for the Refunded Bonds collected to make the payments on the Refunded Bonds due on and after February 1, 2015, as applicable (i) may be used to pay the debt service due on and after February 1, 2015, as applicable on any Prior Bonds not to be refunded from proceeds of the Refunding Bonds, (ii) may be transferred to the Escrow Fund and applied as set forth in the Escrow Agreement or (iii) may be used to pay principal of and interest due, if any, on the Refunding Bonds. Any premium received by the District from the sale of the Refunding Bonds may be transferred to the Debt Service Fund or applied to the payment of the costs of issuance of the Refunding Bonds, or some combination of deposits. Any excess proceeds of the Refunding Bonds not needed for the authorized purposes set forth herein for which the Refunding Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of the Principal of and interest on the Refunding Bonds. If, after payment in full of the Refunding Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District. Notwithstanding any of the foregoing, the provisions of this Section 12 as they relate to the dispersal and allocation of moneys on deposit in the debt service funds established for the Refunded Bonds collected to pay the interest and principal due on and after February 1, 2015, as applicable on the Refunded Bonds and the provisions of this Section 12 as they relate to the application of any premium received by the District from the sale of the Refunding Bonds may be amended by the Purchase Contract so long as the transactions contemplated by such amendment are in compliance with the provisions of the Act.

The moneys in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Refunding Bonds as the same become due and payable, shall be transferred by the County to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the principal of and interest on the Refunding Bonds. DTC will thereupon make payments of principal and interest on the Refunding Bonds to the DTC Participants who will thereupon make payments of principal and interest to the beneficial owners of the Refunding Bonds. Any moneys remaining in the Debt Service Fund after the Refunding Bonds and the interest thereon have been paid, or provision for such payment has been made, shall be transferred to the general fund of the District.



Except as required below to satisfy the requirements of Section 148(f) of the Code, interest earned on the investment of monies held in the Debt Service Fund shall be retained in the Debt Service Fund and used to pay Principal and interest on the Refunding Bonds when due.

SECTION 13. Rebate Fund.

(a) General. If necessary, there shall be created and established a special fund designated the “Fullerton School District 2014 General Obligation Refunding Bonds Rebate Fund” (the “Rebate Fund”). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the “Rebate Requirement”) pursuant to Section 148 of the Code, and the Treasury Regulations promulgated thereunder (the “Rebate Regulations”). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and Section 14 of this Resolution and by the Tax Certificate concerning certain matters pertaining to the use and investment of proceeds of the Refunding Bonds, executed and delivered to the District on the date of issuance of the Refunding Bonds, including any and all exhibits attached thereto (the “Tax Certificate”).

(b) Deposits.

(i) Within forty-five (45) days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate) (1) the District shall calculate or cause to be calculated with respect to the Refunding Bonds the amount that would be considered the “rebate amount” within the meaning of Section 1.148-3 of the Rebate Regulations, using as the “computation date” for this purpose the end of such five Bond Years, and (2) the District shall deposit to the Rebate Fund from deposits from the District or from amounts available therefor on deposit in the other funds established hereunder, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the “rebate amount” so calculated.

(ii) The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the “rebate amount” calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section.

(iii) The District shall not be required to calculate the “rebate amount” and the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Refunding Bonds (including amounts treated as the proceeds of the Refunding Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148 (f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations or the small issuer exception of Section 148(f)(4)(D) of the Code, whichever is applicable, and otherwise qualify for the exception of the Rebate Requirement pursuant to whichever of said sections is applicable, or (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a “bona fide debt service fund.” In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Withdrawal Following Payment of Refunding Bonds. Any funds remaining in the Rebate Fund after redemption of all the Refunding Bonds and any amounts described in paragraph (ii) of

subsection (d) of this Section, including accrued interest, shall be transferred to the General Fund of the District.

(d) Withdrawal for Payment of Rebate. Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the “rebate amount” and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

(i) not later than sixty (60) days after the end of (a) the fifth (5th) Bond Year, and (b) each fifth (5th) Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the “rebate amount” calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Rebate Regulations; and

(ii) not later than sixty (60) days after the payment of all Refunding Bonds, an amount equal to one hundred percent (100%) of the “rebate amount” calculated as of the date of such payment (and any income attributable to the “rebate amount” determined to be due and payable) in accordance with Section 1.148-3 of the Rebate Regulations.

(e) Rebate Payments. Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by or on behalf of the District.

(f) Deficiencies in the Rebate Fund. In the event that, prior to the time of any payment required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(g) Withdrawals of Excess Amount. In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the “rebate amount” calculated in accordance with said subsection, upon written instructions from the District, the District may withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) Record Retention. The District shall retain records of all determinations made hereunder until three years after the retirement of the Refunding Bonds.

(i) Survival of Defeasance. Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Refunding Bonds.

SECTION 14. Security for the Refunding Bonds. There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Refunding Bonds are outstanding in an amount sufficient to pay the principal of and interest on the Refunding Bonds when due, which moneys when collected will be placed in the Debt Service Fund of the District, which fund is irrevocably pledged for the payment of the principal of and interest on the Refunding Bonds when and as the same fall due. The District covenants to cause the County to take all actions necessary to levy such *ad valorem* tax in accordance with this Section 14 and Section 53559 of the Act.

SECTION 15. Arbitrage Covenant. The District will restrict the use of the proceeds of the Refunding Bonds in such manner and to such extent, if any, as may be necessary, so that the Refunding

Bonds will not constitute arbitrage bonds under Section 148 of the Code and the applicable regulations prescribed under that Section or any predecessor section.

SECTION 16. Legislative Determinations. The Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Refunding Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Refunding Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Refunding Bonds. Furthermore, the Board finds and determines pursuant to Section 53552 of the Act that the prudent management of the fiscal affairs of the District requires that it issue the Refunding Bonds without submitting the question of the issuance of the Refunding Bonds to a vote of the qualified electors of the District.

SECTION 17. Official Statement. The Preliminary Official Statement relating to the Refunding Bonds, substantially in the form on file with the Secretary to the Board is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Underwriter to be used in connection with the offering and sale of the Refunding Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement “final” pursuant to Rule 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriter a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. The Underwriter is hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Refunding Bonds and is directed to deliver copies of any final Official Statement to the purchasers of the Refunding Bonds. Execution of the Official Statement shall conclusively evidence the District’s approval of the Official Statement.

SECTION 18. Insurance. In the event the District purchases bond insurance for the Refunding Bonds, and to the extent that the Bond Insurer makes payment of the principal of or interest on the Refunding Bonds, it shall become the Owner of such Refunding Bonds with the right to payment of principal or interest on the Refunding Bonds, and shall be fully subrogated to all of the Owners’ rights, including the Owners’ rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest components, the Paying Agent shall note the Bond Insurer’s rights as subrogee on the registration books for the Refunding Bonds maintained by the Paying Agent upon receipt of a copy of the cancelled check issued by the Bond Insurer for the payment of such interest to the Owners of the Refunding Bonds, and (ii) in the case of subrogation as to claims for past due principal, the Paying Agent shall note the Bond Insurer as subrogee on the registration books for the Refunding Bonds maintained by the Paying Agent upon surrender of the Refunding Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

SECTION 19. Defeasance. All or any portion of the outstanding maturities of the Refunding Bonds may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which together with amounts transferred from the Debt Service Fund, if any, is sufficient to pay and discharge all Refunding Bonds outstanding and designated for defeasance (including all principal and interest thereon and redemption premiums, if any) at or before their maturity date; or

(b) Government Obligations: by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations, together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon and moneys transferred from the Debt Service Fund, if any, together with the interest to accrue thereon, be fully sufficient to pay and discharge all Refunding Bonds outstanding and designated for defeasance (including all principal thereof and interest thereon and redemption premiums, if any) at or before their maturity date;

then, notwithstanding that any of such Refunding Bonds shall not have been surrendered for payment, all obligations of the District with respect to all such designated outstanding Refunding Bonds shall cease and terminate, except only the obligation of the Paying Agent or an independent escrow agent selected by the District to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the Owners of such designated Refunding Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, “Government Obligations” shall mean:

Direct and general obligations of the United States of America, or obligations that are unconditionally guaranteed as to principal and interest by the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or “prerefunded” municipal obligations rated in the highest rating category by Moody’s Investors Service or Standard & Poor’s. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (a) a bank or trust company acts as custodian and holds the underlying United States obligations; (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (c) the underlying United States obligations are held in a special account, segregated from the custodian’s general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed at least as high as direct and general obligations of the United States of America by either Standard & Poor’s or by Moody’s Investors Service.

#### SECTION 20. Other Actions, Determinations and Approvals.

(a) Officers of the Board, District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Refunding Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The Board hereby finds and determines that both the total net interest cost to maturity on the Refunding Bonds plus the principal amount of the Refunding Bonds will be less than the total net interest cost to maturity on the Refunded Bonds plus the principal amount of the Refunded Bonds.

(c) The Board anticipates that the Refunded Bonds will be redeemed on or about August 1, 2015, which is the first optional redemption date of such series of Refunded Bonds following the issuance of the Refunding Bonds.

(d) The Board hereby appoints U.S. Bank National Association as escrow agent (the “Escrow Agent”) for the Refunding Bonds and approves the form of Escrow Agreement, by and between the

District and the Escrow Agent on file with the Secretary to the Board. The Authorized Officers, each alone, are hereby authorized to execute the Escrow Agreement with such changes as they shall approve, such approval to be conclusively evidenced by either individual's execution and delivery thereof.

(e) The Board hereby appoints Piper Jaffray & Co., as the Financial Advisor, and Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California, as bond counsel and disclosure counsel with respect to the issuance of the Refunding Bonds.

(f) The provisions of this Resolution may be amended by the Purchase Contract; if the Purchase Contract so provides, the Refunding Bonds may be issued as crossover refunding bonds pursuant to Section 53558(b) of the Government Code.

SECTION 21. Resolution to Treasurer-Tax Collector. The Secretary to this Board is hereby directed to provide a certified copy of this Resolution to the Treasurer-Tax Collector of Orange County immediately following its adoption.

SECTION 22. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Refunding Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. Noncompliance with this Section shall not result in acceleration of the Refunding Bonds.

SECTION 23. Recitals. All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

SECTION 24. Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 29th day of July, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

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President, Board of Trustees  
Fullerton School District

Attest:

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Secretary to Board of Trustees  
Fullerton School District

SECRETARY'S CERTIFICATE

I, \_\_\_\_\_, Secretary to the Board of Trustees of the Fullerton School District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Trustees of said District duly and regularly and legally held at the regular meeting place thereof on July 29, 2014, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: \_\_\_\_\_, 2014

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Secretary

DISCUSSION/ACTION ITEM

**DATE:** July 29, 2014  
**TO:** Robert Pletka, Ed.D., District Superintendent  
**FROM:** Mark L. Douglas, Assistant Superintendent, Personnel Services  
**SUBJECT:** **APPROVE/RATIFY TENTATIVE AGREEMENT BETWEEN CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) CHAPTER #130 AND FULLERTON SCHOOL DISTRICT FOR 2013/2014**

Background: The Board of Trustees takes action to approve agreements between the District and its various associations. The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Board of Trustees for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

This item was originally presented to the Board of Trustees for approval on June 24, 2014. However, the agenda item itself reflected an incorrect school year of 2014/2015. Therefore, to ensure transparency and clarity, this item is being presented to the Board with the corrected school year for the tentative agreement, which has already been voted on and approved by CSEA.

Rationale: A tentative agreement for 2013/2014 has been reached between the District and CSEA and now must be formally ratified by the Board of Trustees.

Funding: Not applicable.

Recommendation: Approve Tentative Agreement between California School Employees Association (CSEA) Chapter #130 and Fullerton School District for 2013/2014.

MLD:nm  
Attachment



TENTATIVE AGREEMENT BETWEEN FULLERTON SCHOOL DISTRICT (FSD)  
AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) AND  
ITS FULLERTON CHAPTER #130

Articles 6.1 through 8.9 previously ratified MOU 09/25/13 will now be placed in CSEA Chapter #130 and FSD Agreement.

**Article 6 Pay and Allowances**

Article 6.1.2 A –CSEA proposes that if any other association receives an increase in wages and/or benefits then CSEA will receive the same.

~~Article 6.1.3 The District and CSEA#130 will meet by January 31, 2014 to reopen Article 6 Pay and Allowances on potential mid-year additions or deletions to the current budget year.~~

**7.6 PHYSICAL EXAMINATION:** The District agrees to pay the cost of any medical examination, including TB examination, required as a condition of continued employment. The District has the right to designate the medical provider to perform such required medical examination. **An employee who does not receive the exam provided by the District will be responsible for the cost, unless prevented by work assignment. Employees who allow their required examinations to lapse will not be paid or allowed to serve in any position until properly renewing lapsed item. All employees requiring updated medical examination shall be notified of the date and location.**

**7.6.1 CPR/ First Aid Training:** **The District agrees to pay the cost of any CPR/ First Aid Training required as a condition of continued employment. The District has the right to designate the provider to perform such required training. An employee who does not receive the training provided by the District will be responsible for the cost, unless prevented by work assignment. Employees who allow their CPR/first aid training to lapse will not be paid or allowed to serve in any position until properly renewing lapsed item. All employees requiring CPR/First Aid Training shall be notified of the date and location of the training.**

8.7 JOINT INSURANCE COMMITTEE:

- 8.7.1 The joint employee organizations/district insurance committee shall be continued.
- 8.7.2 CSEA shall have the same number of members on the Joint Insurance Committee as the bargaining units other employee groups in the District.
- 8.7.3 The Joint Insurance Committee shall consider any plan changes proposed by an insurance provider, shall study cost containment options, and consider alternative insurance programs for all insurance programs not provided through MEBA and providers.
- 8.7.4 ~~The Committee shall also monitor the insurance Trust and give insurance information to the Trust as needed.~~ Any Insurance Committee proposed changes to an insurance benefit, shall be considered recommendations only and shall be submitted to negotiations of the employee bargaining units within the District.

Article 12 Leaves

Article 12.11- (per the 3-12-14 negotiations session) CSEA proposes to create a committee to implement a Catastrophic Leave Article. A committee shall meet no later than June 30, 2014.

Article 12.7 Personal Necessity Leave- TA 1/9/2014

12.7.6 Classified employees with over (75) seventy-five work days of sick leave may use one of the seven annual personal necessity leave days as a "No Tell Day", except for work stoppage or concerted employee activities, and shall be able to use an additional day for each additional (25) twenty-five days of sick leave over the (75) seventy-five days. All procedures for the use and request of a PN day will be used for these days. Employee must attach an up to date Employee Information System (EIS) form.

13.4 **ASSIGNMENT OF FIXED ROUTES AND RELIEF POSITIONS:** Fixed routes and relief positions shall be assigned to drivers on the basis of preference by bargaining unit classification seniority. The driver with the highest seniority has the first bid. Bids will be made in person unless site manager's permission has been obtained in advance for a phone bid. Either of the following criteria must be met in order to perform a phone bid (request must be made in advance in accordance with Articles of Agreement on leave requirements):

-The driver is on a leave approved by a manager that does not exceed 45 calendar days from the commencement of the driver's normally assigned work year.

-Physician's note releases the driver to return to perform essential functions of the job within 45 calendar days of the commencement of the driver's normally assigned work year.

If a phone bid is to be made, the driver must provide the manager a current phone number and be available by phone from 7:00 a.m. to 1:30 p.m. If the driver does not answer or return the manager's call within 5 minutes the bus driver will forfeit their bid opportunity.

Bus drivers who were not able to bid on the first workday of the school year will be given the route with the most hours not driven by a permanent employee. Bus drivers who bid at the fall semester bid but are not able to perform essential functions of the job within 45 calendar days from their first scheduled workday will lose their bid position and the route will go through a "one week two-tier" bidding process.

It is important for all drivers to have a positive attendance record, but it is essential for relief drivers.

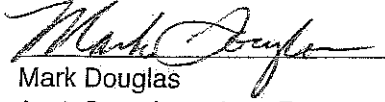
13.4.1 Fixed routes and relief positions for the current school year shall be awarded during the month of August.

13.4.2 If a driver terminates after the school year commences, the vacated route or relief position will be put up for bid.

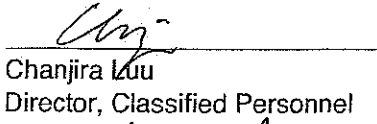
13.4.3 In the week preceding the fall semester staff development day, routes that were awarded during the August bid which have increased by two (2) hours or more per week will be posted for bid. This shall be a two-tiered bidding process that will take place within the week preceding the staff development day. The routes will be awarded on the Friday before the staff development day. The routes shall be assigned to drivers on the basis of preference by bargaining unit seniority. Drivers who change routes during this period must

dry run their newly assigned routes on the staff development day. Routes that have changed hands as a result of this bidding will begin on October 1<sup>st</sup> of each year.

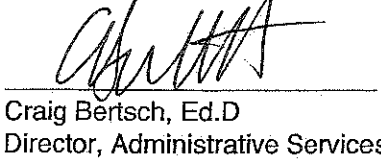
FSD



Mark Douglas  
Asst. Superintendent, Personnel Services



Chanjira Luu  
Director, Classified Personnel

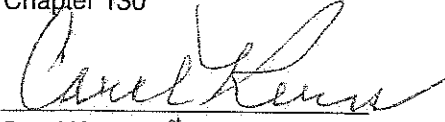


Craig Bertsch, Ed.D  
Director, Administrative Services

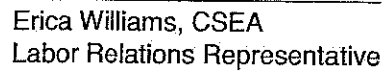
CSEA



Al Lacuesta, CSEA President  
Chapter 130



Carol Kerns, 1<sup>st</sup> Vice President  
Chapter 130



Erica Williams, CSEA  
Labor Relations Representative